

*Tender Fee: Rs.2000/-
(Non-Refundable)*

TENDER FORM

Tender # FUR/06/18-19

**Fabricate, Provide, Supply & Fixing of
Furniture Items**

Date of Issue : November 23, 2018

Last Date of Submission : December 12, 2018 (3:00 pm)

Date of Opening of Tender : December 12, 2018 (3:30 pm)

Pay Order / Demand Draft #, Drawn on Bank.....

Amount of Rs..... Dated.....

C O N T E N T S

1. Introduction.....	Page 3
2. Instructions.....	Page 4
3. Bill of Quantity.....	Page 6
4. Bidding Data	Page 11
5. Bidder Qualification Criteria.....	Page 12
6. Terms & Conditions.....	Page 13
7. Integrity Pact.....	Page 17
8. Letter of Acceptance Sample Form.....	Page 18
9. Performance Security Form	Page 19
10. Manufacturer's Authorization Form.....	Page 20
11. Agreement Draft.....	Page 22

1. Introduction

Dear Tenderer:

Thank you the interest you have shown in response to the IBA's advertisement which has floated in IBA & SSPRA websites and leading newspapers on November 23, 2018 to "Tender to Fabricate, Provide, Supply & Fixing of Furniture Items"

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA & several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools & the assessment & testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards & academic traditions it had inherited from Wharton & USC while adapting and adjusting them with the passage of time.

We expect to avail services/works/items of high standards meet our prime & basic specifications through this transaction.

Please contact Sr. Purchase Executive on 38104700 ext: 2150 for any information and query

Thank you.

-sd-
Registrar

2. Instructions

- (a) The Institute of Business Administration, Karachi (IBA) expects that aspirant manufacturers / firms / supplier / companies / distributors / dealers should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach required supporting document according to the requirement.
- (b) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column un-answered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space please attach a paper & clearly mention item/column name or number etc that referred the column/item of the Tender Form.
- (c) You can collect the Tender Document from the office of Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi from November 23, 2018 to December 12, 2018 during working 9:00 AM to 3pm.
- (d) Pre-bid meeting will be held on December 07, 2018 at IBA Main Campus at 3pm with Sr. Manager Projects. The session of pre-bid meeting will surely helpful to elucidate illusion, related to technical specs, bill of quantity, site visit etc.
- (e) The last date of submit the Tender Document in sealed envelope in December 12, 2018 by 3pm in the Office of the Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi. The Tender will be opened on same day at 3:30 PM in the presence of representatives who may care to attend.
- (f) Bid Security of 2% of total charges will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration.
- (g) Successful bidder should provide 5% Performance Security of total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- (h) Please mention "Tender Number" at top left corner of the envelopes. IBA, Karachi may reject any bid subject to relevant provision of SPP Rules 2010 any may cancel the bidding Process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules.
- (i) Separate envelopes clearly labeled for 'Original Document', 'Copy' and 'Bid Security' must be submitted on or before last date to submit the tender documents. Tender Document can be dropped by hand or courier in Tender Box placed at the Office of Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi by the last date indicated for submission. Tender Document received by fax or email will not be accepted.

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- (j) The documents evidence of conformity of the goods and services to the bidding documents may be attached in the form of literature, drawings, and Data, and shall consist of:
- a. a detailed description of the essential technical and to performance characteristics of the goods;
 - b. the Bidder shall note that standards for workmanship, material ,and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specification are intended to be descriptive only and not restrictive :till stated otherwise in Technical Specifications or Bid Data Sheet .The Bidder may offer alternative standards, brand names , and /or catalogue numbers in its bid , provided that demonstrates to the Procuring agency’s satisfaction that the substitutions ensure substantial equivalence to those designated in the in the Technical Specifications.
- (k) The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- a. a. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
 - b. b. Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.
 - c. c. If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- (l) The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive. The Procuring agency’s evaluation of a bid will be on delivery to consignee’s end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
- (m) All currency in the proposal shall be quoted in Pakistan Rupees (PKR).
- (n) Manufacturers / Firms / Supplier / Companies / Distributors shall maintain its status as an active/filer taxpayer with taxation authorities while rendering services to IBA, Karachi.

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3. BILL OF QUANTITY

NEW BOYS HOSTEL BLOCK B & C MAIN CAMPUS KARACHI REVISED BOQ										
S. #	Furniture	Code	Description	Size	Ground Floor	First Floor	Second Floor	Total	Unit Price	Amount
1	Dorm Bed	B-1	<p>FRAME: Front made of 50mmMDF with high pressure teak lamination Oak wood lipping. Back: made of 50mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping(with storage space of 3'x1'x3'-6").</p> <p>Side: Made of 20mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping.</p> <p>MATTRESS SUPPORTS: 4mm MDS sheet resting on partel Ribs 3"x3/4" and partel frame support Mattress.</p> <p>MATTRESS: 6" from Master or Equivalent with 10 years warrantee.</p> <p>All the above items must be provided as per Sample</p>		37	72	74	183		

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2	Dorm Bed Side	ST-1	<p>STRUCTURE: Made of 18mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping.</p> <p>DRAWERS: Made of 18mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping with S.S knob and premium quality channel strips.</p> <p>All the above items must be provided as per Sample</p>	L1'- 6"XW1'- 0"H2'-0"	37	72	74	183		
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3	Dorm Study Desk	SD-1	<p>WORK TOP: Made of 25mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping.</p> <p>STRUCTURE: Made of 18mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping.</p> <p>DRAWERS: Fixed under work top made of 18mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping complete with S.S knob and premium quality channel strips.</p> <p>BOOK SHELF: Made of 18mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping including batten T5 14 light fixture.</p>	<p>Table size L 3'-0" x W 2'-0" X H 2'-6"</p> <p>Shelf: L 3'-0" X W 0'-9" H 3'-6"</p>	37	72	74	183		
4	Lounge Centre Table		<p>STRUCTURE: Made of MDF of 50mm thick pressed with high pressure walunt laminate with 4mm thick Ash wood edge trim.</p>	<p>L 5'-0" X W 2'-6" H 1'-6"</p>	2	2	2	6		

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5	Lounge Side Table		STRUCTURE: Made of MDFOF 50mm thick pressed with high pressure walunt laminate with 4mm thick Ash wood edge trim.	L 1'-6" W 1'-6" H 1'-6"	8	8	8	24		
6	Single Seater	SO-1	Provide and supply fully upholstered sofa including best quality inner wood frame master molty foam or equivalent and fabric from project fabric series and MS 16swg powder coated legs	L 2'-6" W 2'-6" H 1'-6"	4	4	4	12		
7	Double Seater	SO-2	Provide and supply fully upholstered sofa including best quality inner wood frame master molty foam or equivalent and fabric from project fabric series and MS 16swg powder coated legs	L 5'-0" W 2'-6" H 1'-6"	8	8	8	24		
8	Dorm Study Chair		Provide and Supply study chair of Master Genisis ECO LBC with A1 Fabric.		37	72	74	185		

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9	Admin Desk	AD-01	TOP: Top made of 25mm MDF press with high pressure walnut laminate from Alnoor or Equivalent with ashwood sdge lipping. STRUCTURE Side made of 25mm MDF with high pressure valnute laminate form Alnoor or Equivalent with Ashwood edge .Courtesy panel 18mm thickMDF press with pressure laminate with Ashwood edging. Complete with cable management.	L5'-0"XW1'-8"X H2'-6"	0	2	0	2		
10	Work Station Chair		Provide and Supply chair of Master Genesis ECO LBC with A1 Fabric		4	4	4	12		
11	Admin Chair		Provide and Supply chair of Master Aura ECO HBC with A1 Fabric		0	1	0	1		
12	Visitor Chair		Provide and Supply chair of Master Genesis ECO VC with A1 Fabric		0	4	0	4		
Total										
G.S.T @17%										
Grand Total										

Total Amount Rupees (in words) _____

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4. **BIDDING DATA**

(a) **Name of Procuring Agency:** Institute of Business Administration, Karachi

(b) **Brief Description of Works:** Tender to Fabricate, Provide, Supply & Fixing of Furniture Items

(c) **Procuring Agency's address:-**Main Campus, University Road, Karachi

(d) **Amount of Bid Security:-** Bid Security of 2% of total amount/cost will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi

(e) **Period of Bid Validity (days):-** Ninety Days

(f) **Performance Security Deposit:** Successful bidder should provide 5% Performance Security of total value of Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.

(g) **Deadline for Submission of Bids along with time :-** The last date of submit the Tender Document in sealed envelope in December 12, 2018 by 3pm in the Office of the Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi. The Tender will be opened on same day at 3:30 PM in the presence of representatives who may care to attend.

(h) **Venue, Time, and Date of Bid Opening:-** Tender will be opened on December 12, 2018 on 3:30 PM at IBA Main Campus, University Road, Karachi.

(i) **Time for Completion from written order of commence:-** 90 days

(j) **Liquidity damages:-** 2% liquidity damages of the total amount will be imposed per month for which the contractor failed to complete work within the execution period.

(k) **Deposit Receipt No: Date: Amount:(in words and figures) Pay Order / Demand Draft**

....., Amount :Rs.....Drawn on Bank..... Dated.....

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5. BIDDER QUALIFICATION CRITERIA

S. No	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Job Specific Experience of successfully completed works of up to 10 million in the last 5 years.	
2	Registered with P.E.C. for at least 10 years	
3	Detail of all available necessary tools / machinery for the job.	
4	Last 3 years' financial statements minimum 10 million (per annum) in terms of bank statement or financial statement.	
5	Manufacturers / Firms / Supplier / Companies / Distributors must provide "Sales tax registration certificate FBR and / or SRB" at the time of submission of bidding document.	

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6. TERMS & CONDITIONS

The following terms of the supply are agreed by the manufacturer / supplier / distributor / firms or companies:

- (i) **Receiving / Acceptance of Purchase/Work Order:** The manufacturers / supplier / distributor will sign the copy of the Purchase/Work Order as acknowledgement.
- (ii) **Delivery Challan:** Copies of Delivery Challan on which the Order number, date of delivery execution, quantity, quality, specs, manufacturer name clearly mentioned. Non-compliance with this condition renders the goods liable to non-acceptance. After seven days, IBA will not be responsible for any claim(s) / responsibility.
- (iii) **Place & Time of Delivery:** As specified in the Purchase/Work Order unless otherwise informed accordingly. Delivery / Completion period is FOUR months from effective from date of issuance of Work Order / Purchase Order.
- (iv) **Delayed Delivery:** 2% liquidity damages of the total amount will be imposed per month for which the company/firm/agency failed to deliver within the delivery/execution period and maximum upto 10%.
- (v) **Inspection:** Physical inspection will be carried out by IBA authority. Ordered material is subject to final inspection at the time of delivery.
- (vi) **Quantity Delivered:** Competent Authority reserves the right to change/alter/remove any item or article or reduce/enhance quantity without assigning any reason and contractor will abide the instruction.
- (vii) **Condition of Goods:** All items must meet in all respects with the specs & conditions of the Order and must be in good condition otherwise they will be liable to reject.
- (viii) **Delivery of Goods:** All the items must be delivered to the store of the IBA who will sign the receipt with stamp on delivery note.
- (ix) **Rejection of Goods:** We reserve the right to cancel any or all the items if material is not in accordance with our specification or if the delivery is delayed.
- (x) **Sub-letting:** No sub-letting in any case and form will be acceptable.
- (xi) **Termination:** That upon termination of this agreement the service provider shall be permitted to remove all its devices and equipment which may have been placed at premises from the time to time.
- (xii) **Submission of Invoices:** Invoice / Bill should be submitted to Procurement & Stores Department.
- (xiii) **Advance Payment:** Advance Payment subject to Bank Guarantee.
- (xiv) **Validity of Bid:** Validity is for ninety (90) days.
- (xv) **Company Profile:** Company Profile be attached with this document.
- (xvi) **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- (xvii) **Price / Rate:** must be quoted on Tender Form only and submitted in sealed envelope.
- (xviii) **General Sales Tax:** will be paid on applicable items only by the company/firm/agency.

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- (xix) **Bid Security:** 2% Bid Security should be deposited along with the tender form in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi.
- (xx) **Arbitration:** In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA and CEO of the company / firm / agency for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties.
- (xxi) **Performance Security:** Successful bidder should provide 5% Performance Security of total value of Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract / Warranty, whichever is longest.
- (xxii) **Government tax(es), levi(es) and charges(s):** It will be charged at actual as per SRO.
- (xxiii) **Rights:** IBA reserve the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA. IBA, also reserve the right to issue Purchase Order / Work Order for any single items to different lowest responsive bidders or issue Purchase Order / Work Order for all the items to any lowest responsive bidder.
- (xxiv) **Tender Document:** Tender Document available at the Office of Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi.
- (xxv) **Discourage Child Labor:** All staff must have CNIC and clearly mentioned to discourage work through child labor.
- (xxvi) **Environmental Friendly Procedure:** Supplier / Manufacturer / Distributor must ensure Environmental Friendly procedure of manufacturing and avoid the use of Toxic material.
- (xxvii) **Submission of Tender:** Last date for submission is December 12, 2018 up to 3pm.
- (xxviii) **Opening of Tender:** Tender will be opened on December 12, 2018 on 3:30 PM at IBA Main Campus, University Road, Karachi.
- (xxix) **Government tax(es), levi(es) and charges(s):** All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase Order.
- (xxx) **Stamp Duty:** 0.35% against total value of Work Order will be levied accordingly.
- (xxxi) **Blacklisted:** Vendor/Supplier is required to provide affidavit that the firm is not Black Listed from any of the government / semi government / private organization / firm /agencies / department etc.
- (xxxii) **Sales Tax Registration Certificate:** Manufacturers / Firms / Supplier / Companies / Distributors must provide “Sales tax registration certificate with last month return copy both FBR and / or SRB” at the time of submission of bidding document. Manufacturers / Firms / Supplier / Companies / Distributors shall maintain its status as an active/filer taxpayer with taxation authorities while rendering services to IBA, Karachi.

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- (xxxiii) **Availability of Article/Items:** The furniture fabricators / firms / dealers must ensure that specified article/items should be presented for approval before start of work. Unavailability of article/items at the time of Work Order or material shortage due to any reason whatsoever would lead to forfeiture of Bid Security.
- (xxxiv) **Sample:** Sample must be provided to Purchase & Stores Department and Purchase Office for approval before start of work.
- (xxxv) **Currency:** All currency in the proposal shall be quoted in Pakistan Rupees (PKR).
- (xxxvi) **Inspections and Tests:** (a) The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- (b) Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- (c) The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.
- (d) Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- (xxxvii) **Insurance:** The Goods supplied under the Contract shall be delivered at consignee's end under which risk is transferred to the Procuring agency after having been delivered in good condition according to the specs; hence insurance coverage is Supplier's responsibility.
- (xxxviii) **Incidental Services:** The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;
- (xxxvii) **Warranty:** (a) The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- (b) This warranty shall remain valid as per BOQ (03 Years and 01 Year wherever applicable) after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

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(c) If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

(xxxv) **Force Majeure:** (a) Notwithstanding the provisions of GCC Clauses 16, 17 and 18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

(c) If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

(xxxvi) **Providing, Lading & Fixing:** It would be the responsibility of the Supplier/Bidder to provide, lay, uplift & fix all and every furniture item(s) as prescribed in BoQ upto any level/floor at own cost, labor and charges(s).

(xxxvii) **Currency:** All currency in the proposal shall be quoted in Pakistan Rupees (PKR).

(xxxviii) **Active Tax Payer:** Manufacturers / Firms / Supplier / Companies / Distributors shall maintain its status as an active/filer taxpayer with taxation authorities while rendering services to IBA, Karachi.

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7. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the manufacturer/supplier/distributor works;

M/s _____, the manufacturers / companies / distributor / firm hereby declares that:

- (a) Its intention not to obtain the procurement work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the manufacturers / companies / distributor / firm represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The manufacturers / companies / distributor / firm accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, manufacturers / companies / distributor / firm agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the manufacturers / companies / distributor / firm as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Note:

This integrity pact is mandatory requirement other than auxiliary services / works.

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8. Letter of Acceptance Sample Form

Letter of Acceptance

Date: _____

To:

Purchase & Stores Department,
Institute of Business Administration IBA,
Karachi,

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price/Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2018_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

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9. Performance Security Form

To:

Purchase & Stores Department
Institute of Business Administration
IBA, Karachi.

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 2018_____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Stamp & Signature

10. **Manufacturer's Authorization Form**

To:

Purchase & Stores Department
Institute of Business Administration
IBA, Karachi.

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently sign the Contract with you against NIT No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause (xxxvii) of the Terms & Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

Stamp & Signature

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s _____

Contact Person _____

Address _____

Tel # _____ Fax _____

Mobile _____ email _____

SIGNATURE & STAMP

Stamp & Signature

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day November....., 2018.

BETWEEN

M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Road, Karachi, hereinafter called and referred to as “IBA” (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s, having its office at, **Karachi**, hereinafter referred to as “THE SUPPLIER” (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its holding CNIC No. _____ on the SECOND PART.

WHEREAS “IBA” intends to obtain furniture items vide tender # FUR/06/18-19 for the Fabricate, Provide, Supply & Fixing of Furniture Items (IBA requirement) discussions in respect of the same before the determination of scope of work with “IBA” as “Fabricate, Provide, Supply & Fixing of Furniture Items” and “THE SUPPLIER” have offered to render all kind of fabrication and fixing of furniture items (including but not limited to the “Fabricate, Provide, Supply & Fixing of Furniture Items” of the proposed work up to the satisfaction & handing over the material(s) to the “IBA” having accepted the offer in finished form complete in all respect.

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

“IBA” hereby offer to appoint “THE SUPPLIER” as their official fabricator for the specific purpose of “Fabricate, Provide, Supply & Fixing of Furniture Items” discussions in respect of the same with “IBA” before the determination of Scope of Work making Furniture Items to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to “IBA” for furniture. “THE SUPPLIER” hereby agree to the offer of the “IBA” in acceptance of the terms & conditions here in below forth.

Article I: **DUTIES & SCOPE OF WORK & AGREEMENT**

1.1 This Agreement includes, the “furniture work”, discussions with “IBA” before the determination of scope of work to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to “IBA”. The description/BoQ is appended below:

**NEW BOYS HOSTEL BLOCK B & C MAIN CAMPUS KARACHI
REVISED BOQ**

S. #	Furniture	Code	Description	Size	Ground Floor	First Floor	Second Floor	Total	Unit Price	Amount
1	Dorm Bed	B-1	<p>FRAME: Front made of 50mmMDF with high pressure teak lamination Oak wood lipping. Back: made of 50mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping(with storage space of 3'x1'x3'-6"). Side: Made of 20mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping.</p> <p>MATTRESS SUPPORTS: 4mm MDS sheet resting on partel Ribs 3"x3/4" and partel frame support Mattress.</p> <p>MATTRESS: 6" from Master or Equivalent with 10 years warrantee.</p> <p>All the above items must be provided as per Sample</p>		37	72	74	183		

2	Dorm Bed Side	ST-1	<p>STRUCTURE: Made of 18mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping.</p> <p>DRAWERS: Made of 18mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping with S.S knob and premium quality channel strips.</p> <p>All the above items must be provided as per Sample</p>	L1'-6"XW1'-0"H2'-0"	37	72	74	183		
3	Dorm Study Desk	SD-1	<p>WORK TOP: Made of 25mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping.</p> <p>STRUCTURE: Made of 18mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping.</p> <p>DRAWERS: Fixed under work top made of 18mm MDF with high pressure teak laminate from Alnoor or Equivalent with Oak wood lipping complete with S.S knob and premium quality channel strips.</p> <p>BOOK SHELF: Made of 18mm MDF with high pressure teak</p>	<p>Table size L 3'-0"xW 2'-0"XH 2'-6"</p> <p>Shelf: L 3'-0"XW 0'-9"H 3'-6"</p>	37	72	74	183		

			laminate from Alnoor or Equivalent with Oak wood lipping including batten T5 14 light fixture.							
4	Lounge Centre Table		STRUCTURE: Made of MDF of 50mm thick pressed with high pressure walunt laminate with 4mm thick Ash wood edge trim.	L 5'-0" W 2'-6" H 1'-6"	2	2	2	6		
5	Lounge Side Table		STRUCTURE: Made of MDF of 50mm thick pressed with high pressure walunt laminate with 4mm thick Ash wood edge trim.	L 1'-6" W 1'-6" H 1'-6"	8	8	8	24		
6	Single Seater	SO-1	Provide and supply fully upholstered sofa including best quality inner wood frame master molty foam or equivalent and fabric from project fabric series and MS 16swg powder coated legs	L 2'-6" W 2'-6" H 1'-6"	4	4	4	12		
7	Double Seater	SO-2	Provide and supply fully upholstered sofa including best quality inner wood frame master molty foam or equivalent and fabric from project fabric series and MS 16swg powder coated legs	L 5'-0" W 2'-6" H 1'-6"	8	8	8	24		
8	Dorm Study Chair		Provide and Supply study chair of Master Genesis ECO LBC with A1		37	72	74	185		

			Fabric.							
	Admin Desk	AD-01	TOP: Top made of 25mm MDF press with high pressure walnut laminate from Alnoor or Equivalent with ashwood sdge lipping. STRUCTURE Side made of 25mm MDF with high pressure valnute laminate form Alnoor or Equivalent with Ashwood edge .Courtesy panel 18mm thickMDF press with pressure laminate with Ashwood edging. Complete with cable management.	L5'-0"XW1'-8"X H2'-6"	0	2	0	2		
10	Work Station Chair		Provide and Supply chair of Master Genesis ECO LBC with A1 Fabric		4	4	4	12		
11	Admin Chair		Provide and Supply chair of Master Aura ECO HBC with A1 Fabric		0	1	0	1		
12	Visitor Chair		Provide and Supply chair of Master Genesis ECO VC with A1 Fabric		0	4	0	4		
Total										
G.S.T @17%										
Grand Total										

1.2 "THE SUPPLIER" agrees to provide any/all kind of furniture works to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 "THE SUPPLIER" will coordinate their work with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed furniture work.

- 1.4 “THE SUPPLIER” hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 “THE SUPPLIER” will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by “THE SUPPLIER”.

Article II
SCOPE OF PROFESSIONAL SERVICES:

- 2.1 “THE SUPPLIER” hereby agree and acknowledge for the periodic supervision of the work and to check the execution of Furniture Work in accordance with the Description & Specification.
- 2.2 “THE SUPPLIER” hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores “IBA” as & when required.
- 2.3 “THE SUPPLIER” hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery of items on or before2019.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 “THE SUPPLIER”, will provide all required/necessary carpenter(s) / labor(s) / transportation(s) / cartage(s) what so ever required to complete the project at the cost/charges amount offered in the tender vide # FUR/06/18-19.
- 3 Supplier must adopt and provide Environmental Friendly procedures / products.

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. (inclusive of all taxes) Fabricate, Provide, Supply & Fixing of Furniture Items vide tender # FUR/06/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc.
- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 25 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Work Order. Work will be deemed completed in finished form as per specification and “THE SUPPLIER” have to deliver the required number of Furniture Items to IBA.

- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.4 Performance Security 5% of total amount of Work Order will be provided by THE SUPPLIER.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by SUPPLIER as per SRO/Notification.

Article IV:
ARBITRATION

- 4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA and CEO THE SUPPLIER for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article V:
TERMINATION

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

Article VI:
INDEMNITY

- 6.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article VII:
NOTICE

- 7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article VIII:
INTEGRITY PACT

- 8.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing the M/s, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 8.3 M/s, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- 8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s, agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article IX:
MISCELLANEOUS

- 9.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the fabrication, shall not be charged separately/extra on ‘Quantum Merit’ basis before & on final material handed over to the “IBA”. After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 9.2 Material(s) will be handed over by the “IBA” or vet the cost with authentic stamp and signature.
- 9.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 9.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 9.5 All terms and conditions of tender vide # FUR/06/18-19 will be the integral part of this agreement and can’t be revoked.

9.6 THE SUPPLIER must ensure that specified article/items should be presented for approval before start of work. Supply unavailability of article/items at the time of Purchase Order or material shortage due to any reason whatsoever would lead to forfeiture of Bid Security.

9.7 Sample must be provided to Purchase Office for approval before start of work.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

"IBA"
NAME:

CNIC # _____

Address:
.....

Administration Main Campus
University Road, Karachi

1. _____

CNIC # _____

Address: _____

M/s
NAME:

CNIC # _____

Address:
.....
.....
.....

2. _____

CNIC# _____

Address: _____