Tender Fee: Rs. 2,000/-(Non-Refundable)

TENDER FORM

Tender # ME/15/21-22 Provide and Supply Photocopy Machine

Date of Issue	:	June 30, 2022
Last Date of Submission	:	July 22, 2022 (3:00 PM)
Date of Opening	:	July 22, 2022 (3:30 PM)

Company Name: _____

NTN: ______, SRB Registration Number: _____

GST Registration Number:

Pay Order / Demand Draft # ______, Dated: ______

Amount of Rs. ______, Drawn on Bank: ______

Notice Inviting Tender (NIT)

Tender Notice

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpayers of manufacturers/firms/companies/distributors/suppliers registered with relevant tax authorities (whichever is applicable) for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Provide and Supply Photocopy Machine	Singe Stage One Envelope	2%
ME/15/21-22		
Tender Fee & Dates		
Fee: Rs. 2,000/-		
Issuance start date: June 30, 2022, at 9 AM		
Issuance end date & time: July 22, 2022, at 3 PM		
Submission date & time: June 30, 2022, to July 22	2, 2022, from 9 AM to 3 PM	
Opening date & time: July 22, 2022, at 3:30 PM		

Tender Documents may be collected after submission of paid fee challan from the Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). Alternatively, the tender document can be downloaded from the website. The Tender fee challan is to be generated from the IBA website <u>https://www.iba.edu.pk/tenders</u> which may be deposited in any branch of Meezan Bank Ltd. Sealed bids should be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus University Enclave Karachi and will be opened on the same date & venue in the presence of the bidders representatives who may wish to attend. In case of a holiday, the tender shall be opened/received on the next working day at the same place and time. Bid Security in form of Pay Order or Demand Draft, in favour of "IBA Karachi" along with the Tender Documents, have to be submitted.

Kindly mention "Tender Number" at the top left corner of the envelope.

N.B. IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

REGISTRAR

IBA, Main Campus, University Enclave, Karachi 75270 111-422-422 Fax (92-21) 99261508 Contact Person Sr. Executive Procurement on 38104700 ext: 2152 Email <u>tenders@iba.edu.pk</u> Website <u>https://www.iba.edu.pk/tenders</u>

<u>CONTENTS</u>

1. Introduction	Page 4
2. Instructions	Page 5
3. Bidding Data	Page 7
4. Terms & Conditions	Page 8
5. Integrity Pact	Page 10
6. Bidder Qualification Criteria	Page 11
7. Bill of Quantity	Page 12
8. General Conditions of Contract	Page 14

1. Introduction

Dear Tenderer:

Thank you, the interest you have shown in response, to the IBA's advertisement which has floated in IBA & SPPRA websites and leading newspapers on June 30, 2022, to "Provide and Supply Photocopy Machine".

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 that meet our prime & basic specifications through this transaction.

Please contact Executive Purchase-ICT on 38104700 ext: 2155 for any information and query

Thank you.

-sd-

Registrar

2. Instructions

a. Sign & Stamp

It is necessary to fill in the Tender Form meticulously and sign & stamp every page. Moreover, attach the required supporting documentation according to the requirement. The tender document will be accepted ONLY on the IBA's prescribed Tender Document available on IBA's Website.

b. Filling of Tender Form

It is mandatory to fill 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 the item/column name or number etc. that referred to the column/item of the Tender Form.

c. Collection of Tender

You can collect the Tender Document from the office of the Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from June 30, 2022, to July 22, 2022, from working 9:00 AM to 3:00 PM.

d. Tender Number

Please mention "Tender Number" at the top left corner of the envelopes. IBA, Karachi may reject any bid subject to the relevant provision of SPP Rules 2010 and may cancel the bidding process at any time before acceptance of bid or proposal as per Rule-25(i) of said rules.

e. Communication

Any request for clarification regarding technical specifications should be submitted in writing to:

Contact Person (IBA):	Executive Procurement ICT
	Institute of Business Administration,
	Main Campus, University Enclave, Karachi
Tel #:	021 38104700; Ext 2155
Email:	<u>tenders@iba.edu.pk</u>

f. Submission of Documents and Address

Separate envelopes clearly labelled for 'Original Document' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. Tender Documents can be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 3:00 PM on July 22, 2022. **Tender Documents received by fax or email will not be accepted.**

g. Date of Opening of Tender

The bid will be opened on July 22, 2022, at 3:30 PM in presence of representative bidders who may care to attend.

h. Rights

Competent authorities reserve the right to accept or reject any quotation/ tender without any reason thereof.

i. Location of Services Required

Supply will be provided at IBA, Main Campus University Enclave, Karachi. IBA is not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

j. Clarification / Proof

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The manufacturer/firms/companies/distributors/suppliers should also provide a copy(ies) of the certificate(s) etc as proof of their claim.

k. Conditional / Optional / Alternate Bids

Such bids will not be accepted.

3. Bidding Data

- (a) Name of Procuring Agency: Institute of Business Administration, Karachi.
- (b) Brief Description of the procurement: Provide and Supply Photocopy Machine.
- (c) Procuring Agency's address: Main Campus, University Enclave, Karachi.
- (d) Amount of Bid Security: Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) Period of Bid Validity (days): Ninety Days.
- (f) Deadline for Submission of Bids along with time: The last date of submitting the Tender Document in a sealed envelope is July 22, 2022, by 3:00 PM in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend.
- (g) The venue, Time, and Date of Bid Opening: The Tender will be opened on July 22, 2022, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) Time for Completion from written order of commencing: 30 days.
- (i) Liquidity damages: Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery.

(j)	Deposit Receipt No:	Dated:				
	Amount (in words and figures):					
	Pay Order / Demand Draft #:	, Amount: Rs				
	Drawn on Bank:	, Dated:				

4. Terms & Conditions

a) Bid Security

Bid Security, in the shape of a bank draft/pay order in the name of "Institute of Business Administration" Karachi, equivalent to 2% of the total cost of bid, should be submitted along with the tender documents.

b) Performance Security

Successful bidder should provide 5% Performance Security of total value of Purchase Order/Work Order in the form of Pay Order or bank guarantee prior to the signing of the Contract. The Performance Security shall extend at least three months beyond the completion of the contract.

c) Validity of the Tender

All proposals and prices shall remain valid for a period of 90 days from the closing date of the submission of the proposal. However, the Manufacturer/firms/companies/ distributors/suppliers are encouraged to state a longer period of validity for the proposal.

d) Currency

All currency in the proposal shall be quoted in Pakistan Rupees (PKR).

e) Ownership

The ownership of all products and services rendered under any contract arising as a result of this tender will be the sole property of IBA.

f) Arbitration and Governing Law

This tender and any contract executed under this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all Manufacturers/firms/companies/distributors/suppliers responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani courts. The arbitration proceeding will be governed by the Arbitration Act, of 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

g) Acceptance of Tender

The IBA reserves the right not to accept the lowest and to annul the bidding process without assigning any reason whatsoever. IBA Karachi may ask to provide a demo unit that the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

h) Support Capabilities

The Manufacturer/Firms/Companies/Distributors/Suppliers should indicate the support capabilities for all the hardware provided during the course of the warranty.

i) Compliance to Specifications

The manufacturer/firms/companies/distributors/suppliers shall provide information as per requirements given in BoQ. However, manufacturer / firms / companies / distributors / suppliers can submit multiple solutions. Manufacturers/firms/companies/distributors/ suppliers may not propose/supply any kind of refurbished hardware equipment's / components in their proposals.

j) Cancellation

IBA reserves the right to cancel any or all of the above items if the material is not in accordance with its specifications or if the delivery is delayed.

k) Invoice

The invoice/bill should be submitted to Purchase Department.

I) Stamp Duty

Stamp duty 0.35% against the total value of Purchase / Work Order will be levied accordingly.

m) Delivery Time

The services should be started at IBA within 60 days after receiving of Purchase Order.

5. Integrity Pact

- (a) Its intention is not to obtain the Provide & Supply 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 Bidder 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 Provide & Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The Bidder 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, contact, or other instruments, be stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder 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 company/firm/supplier/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide & Supply/work/service or other obligation or benefit in whatsoever from the IBA.

Note:

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

6. Bidder Qualification Criteria

S. No	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Minimum 3 years of relevant experience.	
2	Last 3 years' turnover with a minimum of 5 million (per year)	
-	annual return or financial statement.	
3	"Sales tax registration certificate with last month's return copy	
5	both FBR and/or SRB" and NTN certificates.	
4	Authorized Partnership / Reseller / Distribution / OEM	
4	Certificate.	
	Successful installation of at least five (05) similar machines	
5	completed in the last three years. Testimonial from the	
	customer or can be confirmed by IBA, Karachi, through the	
	contact detail provided.	

7. Bill of Quantity

Provide, Supply, Installation, Testing, Training & Commissioning of Photocopy Machine

Description	_	Quoted Model	Qty	Rates	Total Amount
Black & White Printing					
Functionality: Print, copy and scan enabled			2		
Engine Speed: at least 70 to 75 PPM / CPM			Units		
Resolution: Print 1200 x 2400 DPI Minimum; Copy					
600 x 600 DPI Min.	ļ				
Print Management Software: Built in	ļ				
Min. 4 GB RAM + 500 GB HDD & Processor	ļ				
APS: Standard required	ļ				
Scanning Speed: Min. 150 IPM duplex (200dpi)					
Document Feeder: Duplex, Automatic, Standard					
Monthly Duty Cycle: Min. 200,000 sheets					
Print Management: Secure Print, follow me Print,					
Print rules and Quota Management: with server,					
connectivity with LDAP, use management	ļ				
Original size: A3, A4, A5, B4, B5, B6	ļ				
High Capacity Feeder: Standard; Total standard					
paper capacity: Min. 3,000 sheets					
Additional: Min. 3,000 sheets	ļ				
Office Finisher: Standard (when finishers are not					
attached) Min. 250 sheets each, Face-up Tray:					
100 sheets ; Additonal: Min. 2000 + 500 sheets					
tray, Min. 50 sheets multi positioning stapling					
Paper Input Capacity: Standard Min. 2000 sheets					
(2 x 520 sheets + 100 sheets bypass tray)					
Toner Yield: Min. 40,000 prints					
Drum Life: Min. 200,000 pages					
Developer Life: Min. 150,000 pages					
Warranty: 1-year comprehensive onsite warranty					
				Total Amount	
		1		(If Applicable)	
			Grand	d Total Amount	

Grand Total Amount Rupees (in words) _____

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

8. General Conditions of Contract

Provide and Supply Photocopy Machine

THIS AGREMENT is executed at KARACHI, on this day _____, 2022.

BETWEEN

M/s Institute of Business Administration, through its Registrar, located at **Main Campus**, **University Enclave**, **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)

AND

M/s ______, having its office at _____, hereinafter referred to as "<u>SUPPLIER</u>" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr./Ms. ______, holding CNIC No. ______, on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide and Supply Photocopy Machine vide tender # ME/15/20-21 for (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provide and Supply Photocopy Machine" and "THE SUPPLIER" have offered to render all kind of Provide and Supply Photocopy Machine (including but not limited to the "Provide and Supply Photocopy Machine" 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 for the specific purpose of "Provide and Supply Photocopy Machine" discussions in respect of the same with "IBA" before the determination of Scope of Provide and Supply Photocopy Machine. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

<u>Article I</u> DUTIES & SCOPE OF SUPPLY AND AGREEMENT

1.1 This Agreement includes, the "Provide and Supply Photocopy Machine", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Provide and Supply Photocopy Machine 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 ______ of the "IBA" who will assist in supervision of proposed 'Provide and Supply Photocopy Machine'
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.6 All logistic charges will be borne by "THE SUPPLIER".

Article II

SCOPE OF PROFESSIONAL SUPPLIES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to 'Provide and Supply Photocopy Machine' in accordance with the Description & Specification in Bill of Quantity.
- 2.2 "THE SUPPLIER hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery on or before June xx, 2022.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # ME/15/20-21.

Article III <u>REMUNERATION</u>

3.1 The cost offered by the Supplier is Rs.______ (inclusive of all taxes) 'Provide and Supply Photocopy Machine' vide tender # ME/15/20-21 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

Description	Quoted Brand	Quoted Model	UoM	Qty	Rates	Total Amount
Provide, Supply, Installation, Testing, Training &			Pcs	2		
Commissioning of Photocopy Machine						
Black & White Printing						
Functionality: Print, copy and scan enabled						
Engine Speed: at least 70 to 75 PPM / CPM						
Resolution: Print 1200 x 2400 DPI Minimum; Copy						
600 x 600 DPI Minimum						
Print Management Software: Built in						
Memory + HDD & Processor: Minimum 4 GB RAM						
+ 500 GB HDD & 1.9 GHz Processor						
APS: Standard required						
Scanning Speed: Minimum 150 IPM duplex						
(200dpi)						
Document Feeder: Duplex automatic document						
feeder standard required						
Monthly Duty Cycle: Minimum 200,000 sheets						

Print Management: Secure Print, follow me Print,
Print rules and
Quota Management: with server, connectivity
with LDAP ,use management.
Original size: A3, A4, A5, B4, B5, B6
High Capacity Feeder: 3000+ sheets
Office Finisher: Minimum 2000 + 500 sheets tray;
Minimum 50 sheets multi positioning stapling
Paper Input Capacity: Standard Minimum 2000
sheets (2 x 520 sheets + 100 sheets bypass tray)
Toner Yield: Minimum 40,000 Prints
Drum Life: Minimum 200,000 pages
Developer Life: Minimum 150,000 Pages
Warranty: 01-year Comprehensive Warranty

- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 30 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provide and Supply Photocopy Machine.
- 3.3 Payment will be made after delivery and submission of invoice.
- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by he party.
- 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 papers 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 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 <u>TERMINATION</u>

5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 30 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.

	0	0	
			Article VII
			<u>WARRANTY</u>
7.1 M/s			should provide 1 year comprehensive warranty.
			Article VIII
			NOTICE

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

Article IX INTEGRITY PACT

- 9.1 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).
- 9.2 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.
- 9.3 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, contact, or other instrument, be stand void at the discretion of the IBA.

9.4 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 X SEVERABILITY

10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article XI

MISCELLANEOUS

- 11.1 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 supply, 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.
- 11.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 11.3 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.
- 11.4 All terms and conditions of tender vide # ME/15/20-21 will be the integral part of this agreement and can't be revoked.
- IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.