

*Tender Fee: Rs. 500/-  
(Non-Refundable)*

## **TENDER FORM**

**Tender # MAINT/03/18-19**

**Refilling of Fire Extinguishers**

**Date of Issue : July 23, 2018**

**Last Date of Submission : August 16, 2018 (3:00 PM)**

**Date of Opening of Tender : August 16, 2018 (3:30 PM)**

**Pay Order / Demand Draft # \_\_\_\_\_, Dated \_\_\_\_\_**

**Drawn on Bank \_\_\_\_\_, Amount of Rs. \_\_\_\_\_**

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## **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 on July 23, 2018 for Refilling of Fire Extinguishers on rate running basis.

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.

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 July 23, 2018 to August 16, 2018 during working 9:00 AM to 3:00 pm.
- (d) The last date of submit the Tender Document in sealed envelope in August 16, 2018 by 3:00 pm 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The contract period SLA for Refilling of Fire Extinguishers is ONE (01) year effective from date of signing of agreement / LoI. The contract period may be extended for another ONE (01) year on satisfactory performance of the company / firm / agency with mutual consent.

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Stamp & Signature

**3. Bill of Quantity**  
**Refilling of Fire Extinguishers**  
**(Running Rate for one year)**

Sr. #	Description	Expected Quantity in the year	Rate	Amount
1	DCP Fire Extinguisher Cylinder Size: 6 Kgs	300 Cylinders		
2	CO <sub>2</sub> Fire Extinguisher Cylinder Size: 6 Kgs	150 Cylinders		
3	Halotron Fire Extinguisher Cylinder Size: 6 Kgs	60 Cylinders		
4	AFFF Fire Extinguisher Cylinder Size: 9 Kgs	10 Cylinders		
5	AFFF Fire Extinguisher Cylinder Size: 50 Kgs	5 Cylinders		
<b>Total</b>				
<b>17% GST</b>				
<b>Total Amount</b>				

*N.B.: All gases should be UL listed / certified.*

**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:** Refilling of Fire Extinguishers
- 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 August 16, 2018 by 3:00 PM in the Office of the Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation Building, 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 August 16, 2018 on 3:30 PM at IBA Main Campus, University Road, Karachi.
- i. **Time for Completion from written order of commence:** 60 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. **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	Minimum 3 years of experience in relevant field.	
2	Last 3 years' financial statements minimum 1 million (per year) in terms of bank statement or financial statement.	
3	Service Providers must provide "Sales tax registration certificate with last month return copy both FBR and / or SRB" and NTN certificates at the time of submission of bidding document.	

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## **6. Terms & Conditions of Services**

- (i) **Signing of Contract Agreement:** The company / agency will sign the contract agreement as acknowledgement.
- (ii) **Items Deliverable:** All item(s) must be provided on which the delivery execution, quantity, quality & specs are specified. Non-compliance with this condition renders the goods/services/works liable to non-acceptance.
- (iii) **Duration:** The period of Execution will identify on Contract Agreement for One year / 12 months extendable with mutual consent.
- (iv) **Liquidity Damage:** Liquidity damage will be imposed due to delayed in timing & if deemed necessary termination of the contract may be awarded in the interest of commuter prejudice.
- (v) **Payment:** Payment will be paid after deduction of withholding Tax as per government regulations.
- (vi) **Rejection of Items:** Client reserve the right to cancel any or all the items if job is not in accordance with our specification or if the completion of services is delayed.
- (vii) **Termination:** At any stage if the Service Provider found to bypass any condition(s) of the agreement, the contract will be terminated immediately and the payment(s) will be confiscated in favor of the Client. The decision of the Client will be final and should be abided by the Service Provider and the client. That upon termination of this agreement the agency shall be permitted to remove all its devices, equipment and manpower which may have been placed at premises from the time to time.
- (viii) **Submission of Bills/Invoices:** Invoice / bill should be submitted to Finance Department with Satisfactory Note of the Client.
- (ix) **Advance Payment:** Advance Payment subject to Bank Guarantee.
- (x) **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 Client and CEO of the company/agency for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties under Arbitration Act 1940.



- (xi) **Bid Security:** 2% Bid Security on higher quoted vehicles must be deposited along with the Tender Form in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi.
- (xii) **Inspection:** Inspection of premises will be carried on specified dates & communicated to the Service Provider accordingly.
- (xiii) **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.
- (xiv) **Sub-letting:** No Sub-letting is allowed during contract period.
- (xv) **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- (xvi) **General Sales Tax:** General Sales Tax will be paid on applicable items only by the company/firm/agency.
- (xvii) **Government tax(es), levi(es) and charges(s):** It will be charged at actual as per SRO.
- (xviii) **Validity of Bid:** Validity is for ninety (90) days.
- (xix) **Rights:** IBA, Karachi 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.
- (xx) **Company Profile:** Company Profile be attached with this document.
- (xxi) **Tender Document:** Tender Document available at the Office of Sr. Manager Purchase & Stores, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Road, Karachi.
- (xxii) **Submission of Documents:** Last date for tender submission is August 16, 2018 up to 3:00 PM.
- (xxiii) **Opening of Tender:** Tender will be opened on August 16, 2018 on 3:30 PM at IBA Main Campus, University Road, Karachi.

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- (xxiv) **Taxes:** All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- (xxv) **Stamp Duty:** Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
- (xxvi) **Rate Revision:** Agreed rate as per agreement will not revise during the agreement period.
- (xxvii) **Billing:** The billing will be made on monthly basis. Bills preferably should be typed and in triplicate, and should be submitted to IBA, Karachi Finance Dept. in the 1<sup>st</sup> week of the following month with Satisfactory.
- (xxviii) **Authority:** The IBA, Karachi is not bound to accept any quotation, nor award a contract / Work Order, nor be responsible for any costs associated with a Supplier preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
- (xxix) **Blacklisted:** 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.
- (xxx) **Rate Running Contract:** This is Rate Running Contract for ONE year / 12 months and extendable with mutual consent. Quantity may be fluctuated and varies with requirement.
- (xxxi) **Sales Tax Registration Certificate:** Firms / Companies must provide “Sales tax registration certificate with last month return copy both FBR and / or SRB” at the time of submission of bidding document.
- (xxxii) **Contract Period:** The contract may be valid for one year and extendable with mutual consent. However, reviewed shall be made on every 12 months.
- (xxxiii) **Physical Testing:** 2% Physical random testing of the filled cylinders should be carried out by IBA authority.
- (xxxiv) **Effectiveness of Filling:** On every lot filled, the successful supplier will submit the letter on letterhead of the effectiveness of filling for one year.

**Note:**

**This Terms & Conditions is integral part of contract agreement besides other clauses / articles.**

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## **7. Integrity Pact**

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the company/firm/agency for Supplier;

M/s \_\_\_\_\_, the Supplier 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 Client or any administrative or financial offices thereof or any other department under the control of the Client through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the company/firm/agency 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 Client 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 Client, except that which has been expressly declared pursuant hereto.
- (c) The company/firm/agency/ 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 Client under any law, contract, or other instrument, be stand void at the discretion of the Client.
- (d) Notwithstanding any right and remedies exercised by the Client in this regard, company/firm/agency agrees to indemnify the Client for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the Client in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the Client.

### **Note:**

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

\_\_\_\_\_  
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: \_\_\_\_\_

\_\_\_\_\_  
Stamp & Signature