

*Tender Fee: Rs. 1000/-
(Non-Refundable)*

TENDER FORM

Tender # ME/04/20-21

Provision of Refrigerants- Framework Contract

Date of Issue : **September 15, 2020**

Last Date of Submission : **October 14, 2020 (3:00 PM)**

Date of Opening of Tender : **October 14, 2020 (03:30 PM)**

Company Name: _____

NTN: _____

SRB / GST Registration Number: _____

Pay Order / Demand Draft # _____, **Drawn on Bank** _____

Amount of Rs. _____, **Dated:** _____

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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 September 15, 2020 for Provision of Refrigerants -Framework Contract 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 companies / firms / dealers / agencies / individuals 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 Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from September 15, 2020 to October 14, 2020 during working 9:00 AM to 3:00 PM.
- (d) The last date of submit the Tender Document in sealed envelope in October 14, 2020 by 3:00 PM in the Office of the Security Office, Gate # 4, IBA Main Campus, University Enclave, 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 2% 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 total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee with 7 days after signing of agreement. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract / Warranty, whichever is longest.
- (g) Please mention "Tender Number" at top left corner of the envelopes. Client may reject any bid subject to relevant provision of SPP Rules 2010 may cancel the bidding Process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules.

Stamp & Signature

3. Bill of Quantity**Provision of Refrigerants-Framework Contract**
(Rate Running Basis)

S. #	Description	Estimated Quantity	Rates	Amount (Rupees)
1	REFRIGERANT CYLINDER Type: 134-A CYLINDER Weight: 13.6 KG (Approx) Brand: Honeywell USA or equivalent	40		
2	REFRIGERANT CYLINDER Type: 410-A for invertor type Air - conditioners Weight: 11.3 KG (Approx) Brand: Honeywell USA or equivalent	15		
3	REFRIGERANT CYLINDER R-22 Gas Weight: 13.6 KG (Approx) Brand: Honeywell USA or equivalent	120		
4	REFRIGERANT CYLINDER R-407 Gas Weight: 11.3 KG (Approx) Brand: Honeywell USA or equivalent	05		
Total				
GST				
Total Amount				

Total Amount Rupees (in words) _____

Stamp & Signature

4. **BIDDING DATA**

- a. **Name of Procuring Agency:** Institute of Business Administration, Karachi
- b. **Brief Description of Works:** Provision of Refrigerants - Framework Contract
- c. **Procuring Agency's address:** Main Campus, University Enclave, Karachi
- d. **Amount of Bid Security:** Bid Security 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 on 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 October 14, 2020 by 3:00 PM in the Office of the Security Gate # 4, IBA Main Campus, University Enclave, 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 October 14, 2020 on 3:30 PM at IBA Main Campus, University Enclave, Karachi.
- i. **Time for Completion from written order of commence:** 60 days
- j. **Liquidated damages:** 2% liquidated 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: _____

Stamp & Signature

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 4 million (per year) in terms of bank statement or financial statement.	
3	Contractors 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 bid.	

Stamp & Signature

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) **Required Specification :** No downward deviation from the required specifications of refrigerants is accepted.
- (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) **Warranty:** Warranty will be implemented on very next day
- (vi) **Requirement:** The supply would be on Rate Running Basis for each & every refrigerants in the specified quantity as per Purchase Order(s).
- (vii) **Prices :** Prices quoted should be inclusive of GST and remain valid for one year from the signing of the contract/agreement.
- (viii) **Supply of Items :** The successful firms will have to supply items within 03 days (three) after the issue of order/email at their own expenses or “vendor will supply the refrigerants as and when required basis by IBA Karachi”. Further, any other refrigerants may also be required on market price.
- (ix) **Payment:** Payment will be made on monthly basis at the end of each month on submission of GST invoice against the GD/BoE delivered items with satisfactory note.
- (x) **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.
- (xi) **Termination:** At any stage if the Contractor 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 Contractor 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.

Stamp & Signature

- (xii) **Submission of Bills/Invoices:** Invoice / bill should be submitted to Procurement Department.
- (xiii) **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 IBA and CEO of the company/agency/individual owner 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.
- (xiv) **Bid Security:** 2% Bid Security (of bid amount per unit basis) 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.
- (xv) **Performance Security:** Successful bidder should provide 5% Performance Security 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.
- (xvi) **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- (xvii) **General Sales Tax:** General Sales Tax will be paid on applicable items only by the company/firm/agency.
- (xviii) **Government tax(es), levi(es) and charges(s):** It will be charged at actual as per SRO.
- (xix) **Validity of Bid:** Validity is for ninety (90) days.
- (xx) **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.
- (xxi) **Tender Document:** Tender Document available at the Office of Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi.

Stamp & Signature

- (xxii) **Submission of Documents:** Last date for tender submission is October 14, 2020 up to 3:00 PM.
- (xxiii) **Opening of Tender:** Tender will be opened on October 14, 2020 on 3:30 PM at IBA Main Campus, University Enclave, Karachi.
- (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 as per Purchase Order.
- (xxviii) **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.
- (xxix) **Rate Running Contract:** This is Rate Running Contract for ONE year (Twelve Months). Quantity may be fluctuated and varies with requirement.
- (xxx) **Contract Duration:** The contract may be valid for one year, based on satisfactory performance, and may be renewed for further years with mutual consent.

Note:

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

Stamp & Signature

7. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the company/firm/agency for the Provision of Refrigerants-Framework Contract on Rate Running basis;

M/s _____, for the Provision of Refrigerants-Framework Contract(Rate Running Basis) 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/Contractor 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

DRAFT AGREEMENT
Provision of Refrigerants-Framework Contract (Rate Running Basis)

THIS AGREEMENT is executed at KARACHI, on this day September ..., 2020.

BETWEEN

M/s Institute of Business Administration, Karachi through its Registrar, Admin, 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) of the FIRST PART.

AND

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

WHEREAS “IBA” intends to obtain Provision of Refrigerants-Framework Contract (Rate Running Basis) vide Tender # ME/04/20-21.

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

WITNESSETH

“IBA” hereby offer to appoint M/s as their official Services Provider for the specific purpose of “Provision of Refrigerants-Framework Contract (Rate Running Basis)” in respect of the same with “IBA” before the determination of scope of services to “IBA” for Provision of Refrigerants-Framework Contract (Rate Running Basis). “THE CONTRACTOR” hereby agree to the offer of the “IBA” in acceptance of the terms & conditions here in below forth.

Article I

DUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 “THE CONTRACTOR” agrees to provide any/all kind of Provision of Refrigerants-Framework Contract (Rate Running Basis) to “IBA” whenever and wherever required as per the terms & conditions of this Agreement.
- 1.2 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.
- 1.3 The period of Execution will identify on Contract Agreement for One year / 12 months extendable with mutual consent.
- 1.4 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.
- 1.5 Payment will be paid after deduction of withholding Tax / Service Tax as per government regulations.

- 1.6 IBA, Karachi 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.
- 1.7 Invoice / bill should be submitted to Procurement Department with Satisfactory Note of the Client.
- 1.8 Inspection of premises will be carried on specified dates & communicated to the Contractor accordingly.
- 1.9 No Sub-letting is allowed during contract period.
- 1.10 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 1.11 It will be charged at actual as per SRO.
- 1.12 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- 1.13 Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
- 1.14 Agreed rate as per agreement will not revise during the agreement period.
- 1.15 The billing will be made on monthly basis. Bills preferably should be typed and in triplicate, and should be submitted to IBA, Karachi Purchase Office with Satisfactory.
- 1.16 This is Rate Running Contract for ONE year / 12 months. Quantity may be fluctuated and varies with requirement. Expected quantity/services would be one each month / 12 per year.
- 1.17 The contract may be valid for one year and extendable with mutual consent. However, reviewed shall be made on every 12 months.
- 1.18 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.19 IBA is no smoking zone. Cigarette smoking, Pan/Beatle Leaf & Gutka chewing is not allowed. Alcohol drinking & use of any intoxicant is prohibited in IBA, Karachi premises.

Article II
REMUNERATION

- 2.1 The rates, charge(s) & cost offered by the Contractor will be according to the tender # ME/04/20-21 but not limited to the specified quantity. The Provision of Refrigerants-Framework Contract (Rate Running Basis) & payment will be made on approved rate/charges/cost.

S. #	Description	Estimated Quantity	Rates	Amount (Rupees)
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1	REFRIGERANT CYLINDER Type: 134-A CYLINDER Weight: 13.6 KG (Approx) Brand: Honeywell USA or equivalent	40		
2	REFRIGERANT CYLINDER Type: 410-A for invertor type Air - conditioners Weight: 11.3 KG (Approx) Brand: Honeywell USA or equivalent	15		
3	REFRIGERANT CYLINDER R-22 Gas Weight: 13.6 KG (Approx) Brand: Honeywell USA or equivalent	120		
4	REFRIGERANT CYLINDER R-407 Gas Weight: 11.3 KG (Approx) Brand: Honeywell USA or equivalent	05		
Total				
GST				
Total Amount				

2.2 The Contractor 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 / Warranty, whichever is longest.

2.3 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Work Order.

2.4 Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.

2.5 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.

2.6 Any event should be informed through prior work order at least 48 hours.

2.7 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by the Contractor as per SRO/Notification.

2.8 A liquidated damages @ 2% per month, of the total agreed payment, of the total cost due to delayed in timing & if deemed necessary termination of the contract may be awarded in the interest of the IBA without prejudice & public interests.

Article III
ARBITRATION

3.1 In case of any dispute, difference or question which may at time arise between the parties hereto or any person claiming under them, touching or arising out in respect of this agreement or this subject matter thereof shall be referred to the arbitration and an Arbitrator will be General Manager IBA, whose decision and findings will be final and binding on both 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 IV
TERMINATION

4.1 At any stage if the Contractor 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 Contractor 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.

Article V
INDEMNITY

5.1 "THE CONTRACTOR" 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 CONTRACTOR", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE CONTRACTOR" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article VI
NOTICE

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

Article VII
SEVERABILITY

7.1 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 VIII
RENEWAL

8.1 The contract may be valid for one year, based on satisfactory performance, and may be renewed for further years with mutual consent.

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 the Contractor 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 the Contractor 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.
- 9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s..... the Contractor 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..... the Contractor as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article X
MISCELLANEOUS

- 10.1 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 10.2 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.
- 10.3 The validity of the contract will be effective from September, 2020.
- 10.4 All terms and conditions of tender vide # ME/04/20-21 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.

"IBA"
NAME:
CNIC # _____
Address:
Registrar, Institute of Business
Administration Main Campus
University Enclave, Karachi

M/s
NAME:
CNIC #
Address:

WITNESS:

3. _____
"IBA"
NAME:
CNIC # _____
Address:
Head of Procurement
Institute of Business
Administration Main Campus
University Enclave, Karachi

4. _____
M/s
NAME:
CNIC # _____
Address: _____