

*Tender Fee: Rs. 1,000/-
(Non-Refundable)*

TENDER FORM

Tender # LV/01/24-25 Fabricate & Supply Customized Graduation Stole/Sash for Convocation 2024

Date of Issue : October 24, 2024
Last Date of Submission : November 8, 2024 (3:00 PM)
Date of Opening of Tender : November 8, 2024 (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 (IBA) Karachi, invites online bids on SPPRA EPADS from tax-compliant fabricators/tailors/suppliers, registered with the relevant tax authorities and SPPRA EPADS, for the following tender:

Tender Title (Ref. No.)	Procedure	Bid Security
Fabricate & Supply Customized Graduation Stole/Sash for Convocation 2024 (LV/01/24-25)	Single Stage One Envelope	2%
Tender Fee and Dates		
<ul style="list-style-type: none"> ▶ <i>Tender Fee:</i> Rs. 1,000/- ▶ <i>Issuance start date:</i> October 24, 2024, from 9:00 AM ▶ <i>Issuance end date and time:</i> November 8, 2024, till 3:00 PM ▶ <i>Submission date and time:</i> October 24, 2024, to November 8, 2024, from 9 AM to 3 PM ▶ <i>Opening date and time:</i> November 8, 2024 at 3:30 PM <p style="text-align: center;">It is mandatory for bidder(s) to submit online bid on SPPRA EPADS website https://portalsindh.eprocure.gov.pk/ by the Opening date and time mentioned above</p>		

Tender documents are available at the Office of the **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi**, on any working day (Monday to Friday). The tender documents can also be downloaded from the IBA and SPPRA EPADS websites. The tender fee challan to be generated from the IBA website at <https://tenders.iba.edu.pk> and deposited at any branch of Meezan Bank Ltd.

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) should be submitted/uploaded on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/>. The original Bid Security along with the Original Bid (duly signed and stamped) must be delivered to IBA, Karachi on below mentioned address before bid opening schedule. Bids will be opened on the same date and venue in the presence of the bidders' representatives who may wish to attend.

Please ensure that bid security, in the form of a Pay Order or Demand Draft, is submitted in favor of 'IBA Karachi' along with the tender.

N.B. (1) IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

(2) Only uploaded bid along with supporting documents will be accepted. In case there is a contradiction between bidder's EPADS submitted bid and manually submitted bid, bid submitted on EPADS will be considered valid for evaluation purpose.

REGISTRAR

IBA, Main Campus, Karachi University Enclave, Karachi-75270

UAN: 111-422-422, Fax: (92-21) 99261508

Contact Person: Sr. Executive Procurement on 38104700, Ext: 2152

Email: tenders@iba.edu.pk, IBA Website: <https://tenders.iba.edu.pk>

SPPRA EPADS Website: <https://portalsindh.eprocure.gov.pk/>

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1. Introduction

Dear Tenderer

Thank you for the interest you have shown in response to the IBA's advertisement which floated on IBA & SSPRA websites on October 24, 2024, to "Fabricate & Supply Customized Graduation Stole/Sash for Convocation 2024".

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 over time.

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

Please contact Senior Executive Procurement on 38104700 ext: 2152 for any information and queries.

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

Tender documents are available at the Office of the Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi, on any working day (Monday to Friday). The tender documents can also be downloaded from the IBA and SPPRA EPADS websites.

(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 specification should be submitted in writing to:

Contact Person (IBA): Senior Executive Procurement
Institute of Business Administration,
Main Campus, University Enclave,
Karachi
Tel #: 021 38104700; Ext 2152
Email: tenders@iba.edu.pk

Stamp & Signature

(f) Submission of Documents and Address

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) should be submitted/uploaded on SPPRA EPADS. The original Bid Security along with the Original Bid (duly signed and stamped) must be delivered to IBA, Karachi on below mentioned address before bid opening schedule. 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 received by fax or email will not be accepted.** Only uploaded bid along with supporting documents will be accepted. In case there is a contradiction between bidder's EPADS submitted bid and manually submitted bid, bid submitted on EPADS will be considered valid for evaluation purpose.

(g) Rights

Competent authorities reserve the right to accept or reject any quotation/tender without any reason thereof. Also, the Authority reserves the right to change/alter/remove any item or article or reduce/enhance quantity without assigning any reason. IBA also reserves the right to issue a Purchase Order for any single item to different lowest responsive bidders or issue a Purchase Order for all the items to any lowest responsive bidder.

(h) Point of Delivery

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

(i) 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 copy(ies) of the certificate(s) etc as proof of their claim.

(j) Conditional / Optional / Alternate Bids

Such bids will not be accepted.

(k) Sample

Available samples can be seen at the Procurement Department, IBA Main Campus. Bidders are also advised to submit their samples along with the Bids.

Stamp & Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Fabricate & Supply Customized Graduation Stole/Sash for Convocation 2024.
- (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):** Forty-Five (45) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date of submitting the Tender Document in a sealed envelope is November 8, 2024, by 3:00 PM on SPPRA EPADS. The Tender will be opened on the same day at 3:30 PM on SPPRA EPADS.
- (g) **The Venue, Time, and Date of Bid Opening:** The Tender will be opened on November 8, 2024, at 3:30 PM at on SPPRA EPADS 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:** _____

Stamp & Signature

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 the bid, should be submitted along with the tender documents.

b. Performance Security

A successful bidder should provide 5% Performance Security of the total value of the Purchase Order in the form of a 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 45 days from the closing date of the submission of the proposal.

d. Currency

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

e. Ownership

The ownership of all products 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 bidders 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. 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.

Stamp & Signature

i. Compliance with Specifications

The bidders shall provide information as per the requirements given in BoQ. However, bidders can submit multiple solutions. Bidders may not propose/supply any kind of refurbished hardware equipment/components in their proposals.

j. Liquidity Damages

Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery or work, up to 10% of the total contract value.

k. Increase in Price

No increase in the value of the above-mentioned items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, the scope of supply and or any other head of account shall be allowed.

l. Taxes

Government Tax(es), Levi(es) and Charge(s) will be charged at actual as per SRO.

m. Invoice

The invoice/bill should be submitted to the Procurement Department.

n. Stamp Duty

0.35% against the total value of the Purchase Order will be levied accordingly.

o. Payment

Payment will be made within 30 working days, after the complete supply of required items as per the Bill of Quantity and submission of the commercial invoice at IBA, Main Campus, University Enclave, University Road, Karachi.

p. Delivery Time

All items in full quantity should be delivered on or before November 25, 2024.

q. Physical Inspection:

Physical Inspection at the manufacturer/fabricator site may be carried out.

Stamp & Signature

5. Integrity Pact

- (a) Its intention is not to obtain the Fabricate & 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 Fabricate & 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, contract, 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 Fabricate & 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.

Stamp & Signature


6. Bidder Qualification Criteria

Sr. No.	Mandatory Eligibility Criteria (attach supporting document)	Remarks Yes / No
1.	Last 3 (three) years relevant experience	
2.	Last 3 (three) years' average turnover with a minimum of 1.5 million per year as Annual Return	
3.	NTN and STRN certificates with Active Taxpayer Status at the time of submission of the bid	
4.	Sales tax last month's return copy	

Note: Bidder must submit all the Supporting Documents for evaluation

Stamp & Signature

7. Bill of Quantity:

Sr. #	Description	Qty	Rate	Amount
1.	<p>Graduation Stole/Sash Material: 100% Polyester Satin Design & Color: 3 different designs and colors to represent each school. Size: 72" x 4.5" in length and width, and 36" drop in length on each side, V-shape at back, inner cloth fusing (Taiwan), Customized printing</p>  <p><i>Note: A sample must be submitted along with the Bid</i></p>	1200 units		
Total				
18% GST (if applicable)				
Grand Total				

Grand Total Rupees (in words) _____

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

8. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day _____, 2024.

BETWEEN

M/s. Institute of Business Administration, Karachi 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) of the FIRST PART.

AND

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

WHEREAS "IBA" intends to obtain Supply of Customized Graduation Stole/Sash for Convocation 2024 vide tender # LV/01/24-25 (IBA requirement) up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

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

WITNESSETH

"IBA" hereby offers to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Supply of Customized Graduation Stole/Sash for Convocation 2024". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

Article I:

SCOPE OF SUPPLY

- 1.1 "THE SUPPLIER" agrees to Fabricate & Supply Customized Graduation Stole/Sash for Convocation 2024 to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SUPPLIER" will coordinate their work with Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Supply of Customized Graduation Stole/Sash for Convocation 2024.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 All logistic charges will be borne by "THE SUPPLIER".

Article II

PAYMENT

- 2.1 Payment will be made on or before 30 days after delivery and submission of the invoice.

Article IV
REMUNERATION

- 4.1 The cost offered by the SUPPLIER is Rs. _____ (inclusive of all taxes) Supply of Customized Graduation Stole/Sash for Convocation 2024 vide tender # LV/01/24-25 variation may occur. The cost is inclusive of labor /transportation/supplies/taxes/levies/custom duties etc.
- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed on payment as per Work Order, of the total cost, will be imposed in case of delayed delivery. Delivery will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of Customized Graduation Stole/Sash for Convocation 2024 to IBA.
- 4.3 Performance Security 5% of the total amount of Work Order will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

Article V
ARBITRATION

- 5.1 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 hereof 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 VI
TERMINATION

- 6.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 days' notice.

Article VII
INDEMNITY

- 7.1 "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 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:
SEVERABILITY

- 9.1 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 X

INTEGRITY PACT

- 10.1 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).
- 10.2 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.
- 10.3 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 instruments, be stand void at the discretion of the IBA.
- 10.4 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 XI

MISCELLANEOUS

- 11.1 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.
- 11.2 The validity of the contract will be effective from the date of issue of the Purchase Order.
- 11.3 All terms and conditions of tender vide # LV/01/24-25 will be an integral part of this agreement.

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