

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

## **TENDER FORM**

### **Tender # ME/14/22-23 Provide & Supply Refrigerant Gas Cylinders**

**Date of Issue : May 18, 2023**

**Last Date of Submission : June 2, 2023 (3:00 PM)**

**Date of Opening of Tender : June 2, 2023 (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/fabricators/distributors/suppliers registered with relevant tax authorities for the following tender.

| <b>Tender Title (Ref. No.)</b>   | <b>Procedure</b>             | <b>Bid Security</b> |
|--|------------------------------|---------------------|
| Provide & Supply Refrigerant Gas Cylinders<br>(ME/14/22-23)                    | Single Stage One<br>Envelope | 2%                  |
| <b>Tender Fee &amp; Dates</b>  |                              |                     |
| Fee: Rs. 2,000/-   |                              |                     |
| Issuance start date: May 18, 2023, at 9:00 AM                                  |                              |                     |
| Issuance end date & time: June 2, 2023, at 3:00 PM                             |                              |                     |
| Submission date & time: May 18, 2023, to June 2, 2023, from 9:00 AM to 3:00 PM |                              |                     |
| Opening date & time: June 2, 2023, 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 <https://www.iba.edu.pk/tenders> 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 a Pay Order or Demand Draft has to be submitted in favour of "IBA Karachi" along with the Tender.

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 [tenders@iba.edu.pk](mailto:tenders@iba.edu.pk) Website <https://www.iba.edu.pk/tenders>

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## 1. Introduction

Dear Tenderer

Thank you for your interest in responding to the IBA's advertisement which floated on IBA & SSPRA websites on May 18, 2023, to "Provide & Supply Refrigerant Gas Cylinders".

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 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 or 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 in Tender Form**

It is mandatory 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 unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a paper & 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 May 18, 2023, to June 2, 2023, during working hours from 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 the 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): | Senior Executive Procurement<br>Institute of Business Administration,<br>Main Campus, University Enclave,<br>Karachi |
| Tel #:                | 021 38104700; Ext 2152   |
| Email:                | <a href="mailto:tenders@iba.edu.pk">tenders@iba.edu.pk</a>   |

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Stamp & Signature

**(f) Submission of Documents and Address**

Separate envelopes clearly labelled '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 June 2, 2023. **Tender Documents received by fax or email will not be accepted.**

**(g) Rights**

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

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

**(j) Conditional / Optional / Alternate Bids**

Such bids will not be accepted.

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Stamp & Signature

### 3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Provide & Supply Refrigerant Gas Cylinders.
- (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 (90) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the Tender Document in a sealed envelope is June 2, 2023, 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 June 2, 2023, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Liquidity damages:** Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery.
- (i) **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**

The 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 before 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 Manufacturers/firms/fabricators/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 Pakistan's substantive and procedural law. 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.

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Stamp & Signature



**h. Support Capabilities**

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

**i. Compliance with specifications**

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

**j. Bid Evaluation:**

The bid will be considered as Most Advantageous Bid on most closely conforming to evaluation criteria and other conditions specified in the bidding document and having the least evaluated cost.

**k. Cancellation**

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

**l. Delivery Time**

The supply should be delivered at IBA within 30 days, from the date of the Purchase Order.

**m. 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.

**n. 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.

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Stamp & Signature

**o. Physical Inspection:**

Physical Inspection at the manufacturer/distributor site will be carried out.

**p. Genuine Product:**

Only Genuine or Original Items will be accepted. Any substandard work & item will not be allowed or accepted.

**q. Invoice**

The invoice/bill should be submitted to Purchase Department.

**r. Stamp Duty**

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

**s. 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.

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Stamp & Signature

## 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, contract, or other instruments, 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 to obtain or induce 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.**

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Stamp & Signature

## 6. Scope of Work

- 1) To provide and supply Refrigerant Gas Cylinders
- 2) Refrigerant Gas Cylinders are required for Chillers, Package ACs, DX Units & Split ACs.
- 3) Barcode on the Cylinders must be readable and verifiable at the time of check of delivery.
- 4) Gas Analysis Report of the Lot/Batch is mandatory.
- 5) Document confirming the import of the supplied cylinder will be required along with the Invoice.
- 6) The remaining Shelf Life of the Cylinders must be at least 3 years.

## 7. Bidder Qualification Criteria

| Sr. No. | Mandatory Eligibility Criteria (attach supporting document)  | Remarks Yes / No |
|---------|--|------------------|
| 1.      | Relevant experience of at least the last three (03) years  |                  |
| 2.      | Last 3 years' turnover with a minimum of 4 million (per year) as the average turnover in terms of Annual Return  |                  |
| 3.      | Sales Tax and NTN registration certificates with last month's Sales Tax return copy of FBR. Individual / Company / AOP / Firm must be appearing on the FBR website as an Active Taxpayer |                  |
| 4.      | Sales tax last month's return copy   |                  |
| 5       | Manufacturer / Authorized Distributor / Dealer / Reseller  |                  |

***Note: Bidder must submit all the Supporting Documents for evaluation***

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Stamp & Signature

**8. Bill of Quantity:**

| Sr # | Specification   | Quoted Model | Qty         | Rate | Amount |
|------|---|--------------|-------------|------|--------|
| 1.   | <b>Refrigerant Gas Cylinder</b><br><b>Type: R-22</b><br>Weight: 13.6 kgs.<br>Brand: Honeywell USA or Equivalent   |              | 9<br>units  |      |        |
| 2.   | <b>Refrigerant Gas Cylinder</b><br><b>Type: 410A</b><br>Weight: 11.3 kgs.<br>Brand: Honeywell USA or Equivalent   |              | 15<br>units |      |        |
| 3.   | <b>Refrigerant Gas Cylinder</b><br><b>Type: R407-A</b><br>Weight: 11.3 kgs.<br>Brand: Honeywell USA or Equivalent |              | 2<br>units  |      |        |
|      | <b>Total</b>  |              |             |      |        |
|      | <b>18% GST (if applicable)</b>  |              |             |      |        |
|      | <b>Grand Total</b>  |              |             |      |        |

**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

## 9. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day \_\_\_\_\_, 2023.

### **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 Provide & Supply Refrigerant Gas Cylinders vide tender # ME/14/22-23 (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 offer to appoint “THE SUPPLIER” as their supplier for the specific purpose of “Provide & Supply Refrigerant Gas Cylinders”. “THE SUPPLIER” hereby agree to the offer of the “IBA” in acceptance of the terms & conditions herein below forth.

### **Article I:**

#### **DUTIES & SCOPE OF SUPPLY**

- 1.1 “THE SUPPLIER” agrees to Provide & Supply Refrigerant Gas Cylinders 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 the Manager Technical Maintenance at “IBA” who will assist “THE SUPPLIER” in the supervision of the proposed Provide & Supply Refrigerant Gas Cylinders.
- 1.3 “THE SUPPLIER” will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with a prior appointment.
- 1.4 All logistic charges will be borne by “THE SUPPLIER”.
- 1.5 Delivery time must be within 30 days from the date of the Purchase Order.

### **Article II**

#### **PAYMENT**

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

**Article III  
WARRANTY**

- 3.1 Comprehensive onsite OEM warranty.

**Article IV  
REMUNERATION**

- 4.1 The cost offered by the SUPPLIER is Rs. \_\_\_\_\_ (inclusive of all taxes) Provide & Supply Refrigerant Gas Cylinders vide tender # ME/14/22-23 variation may occur. The cost is inclusive of labor /transportation/supplies/taxes/levies/customs duties etc.
- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed-on payment as per the Work Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provide & Supply Refrigerant Gas Cylinders to IBA.
- 4.3 Performance Security 5% of the total amount of the 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 any 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, of 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-day notice.

**Article VII  
INDEMNITY**

- 7.1 "THE SUPPLIER" in its capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, costs 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 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 the 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, 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 # ME/14/22-23 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 mentioned above.