

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

TENDER FORM

Tender # ME/16/23-24

Provision of Refrigerants- Framework Contract

Date of Issue : May 16, 2024

Last Date of Submission : June 12, 2024 (3:00 PM)

Date of Opening of Tender : June 12, 2024 (3:30 PM)

Company Name: _____

NTN: _____

SRB / GST Registration Number: _____

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

Amount of Rs. _____, Dated: _____

Notice Invitation Tender (NIT)

Tender Notice

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpayers of manufacture / firm / companies / supplier registered with relevant tax authorities for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Provision of Refrigerants- Framework Contract (ME/16/23-24)	Single Stage One Envelope	2%
Tender Fee & Dates		
Fee: Rs.2,000/-		
Issuance start date: May 16, 2024 at 9am		
Issuance end date & time: June 12, 2024 at 3pm		
Submission date & time: May 16, 2024 to June 12, 2024 from 9am to 3pm		
Opening date & time: June 12, 2024 at 3:30pm		

Tender Document 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 same date & venue in the presence of the bidders representatives who may wish to attend. In case of holiday the tender shall be opened / received on the next working day at same place and time. Bid Security in the form of Pay Order or Demand Draft has to be submitted in favour of “**IBA Karachi**” along with the Financial Proposal.

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

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

REGISTRAR

IBA, Main Campus, Univeristy Enclave, Karachi 75270

111-422-422 Fax (92-21) 99261508

Contact Person Sr. Executive Purchase on 38104700 ext: 2150

Email tenders@iba.edu.pk

Website <https://www.iba.edu.pk/tenders/>

SPPRA Website: <https://ppms.pprasinhd.gov.pk/PPMS/public/portal/notice-inviting-tender>

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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 and leading newspapers on May 16, 2024 to "Provision of Refrigerants-Framework Contract".

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.

Please contact Sr. Purchase Executive on 38104700 ext: 2150 for any information and query

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 Head of Procurement, Ground Floor, Fauji Foundation IBA Main Campus, University Enclave, Karachi from May 16, 2024 to June 12, 2024 during working 9:00am to 3pm.
- (d) The last date of submit the Tender Document in sealed envelope in June 12, 2024 by 3pm in the Office of the Security Gate # 4, Ground Floor, Fauji Foundation 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 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 prior to signing of the Contract. 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) All currency in the proposal shall be quoted in Pakistan Rupees (PKR).
- (i) Manufacturers / Firms / Supplier / Companies / Distributors shall maintain its status as an active/filer taxpayer with taxation authorities while rendering services to IBA, Karachi.

Stamp & Signature

3. **BILL OF QUANTITY**

Provision of Refrigerants-Framework Contract

S. #	Description	Estimated Quantity	Rates	Amount (Rupees)
1	REFRIGERANT CYLINDER Type: R-22 Weight: 13.6 KG (Approx.) Brand: Honeywell USA or equivalent	100		
2	REFRIGERANT CYLINDER Type: 134-A Weight: 13.6 KG (Approx.) Brand: Honeywell USA or equivalent	25		
3	REFRIGERANT CYLINDER Type: 410-A Weight: 13.6 KG (Approx.) Brand: Honeywell USA or equivalent	60		
4	REFRIGERANT CYLINDER R-407 Weight: 13.6 KG (Approx.) Brand: Honeywell USA or equivalent	10		
5	REFRIGERANT CYLINDER R-32 Weight: 3 KG (Approx.) Brand: Honeywell USA or equivalent	12		
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 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 prior to signing of the Contract. 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 May 16, 2024 by 3pm 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.
- (h) **Venue, Time, and Date of Bid Opening:-** Tender will be opened on June 12, 2024 on 3:30pm at IBA Main Campus, University Enclave, Karachi.
- (i) **Time for Completion from written order of commence:-** 07 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) **Deposit Receipt No: Date: Amount:(in words and figures) 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' annual turnover minimum 20 million (per year) in terms of bank statement or financial statement.	
3	"Sales tax registration certificate both FBR and / or SRB" and NTN certificates.	
4	Authorised distributor certificate	

Stamp & Signature

6. TERMS & CONDITIONS

The following terms of the supply are agreed by the manufacturer / supplier / distributor / firms or companies:

- (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 May, 2024 up to 3:00 PM.
- (xxiii) **Opening of Tender:** Tender will be opened on May, 2024 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) **Frame Work Contract:** This is Framework 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.
- (xxxi) **Conditional /Optional / Alternate Bids:** Such bids will not be accepted.
- (xxxii) The successful bidder will provide a Goods Declaration Form (GD), not more than 6 months old, along with the Invoice.
- (xxxiii) The successful bidder will provide the certificate of genuinity when asked.

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 manufacturer/supplier/distributor works;

M/s. _____, the manufacturer / supplier / distributor 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 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 manufacturer/supplier/distributor 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.
- (c) The manufacturer/supplier/distributor 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.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, manufacturer/supplier/distributor 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/service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

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 _____

SIGNATURE & STAMP