

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

# **TENDER FORM**

## **Tender # FF/04/23-24**

### **Provide, Supply and Install White Magnetic Boards**

**Date of Issue : November 2, 2023**  
**Last Date of Submission : November 17, 2023 (3:00 PM)**  
**Date of Opening of Tender : November 17, 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 manufacturers/firms/companies/distributors/fabricators/suppliers, registered with relevant tax authorities and active taxpayers, for the following tender:

<b>Tender Title (Ref. No.)</b>	<b>Procedure</b>	<b>Bid Security</b>
Provide, Supply and Install White Magnetic Boards (FF/04/23-24)	Single Stage One Envelope	2%
<b>Tender Fee &amp; Dates</b>		
<ul style="list-style-type: none"> <li>▶ <i>Tender Fee:</i> Rs. 1,000/-</li> <li>▶ <i>Issuance start date:</i> November 2, 2023, from 9 AM</li> <li>▶ <i>Issuance end date &amp; time:</i> November 17, 2023, till 3 PM</li> <li>▶ <i>Submission date &amp; time:</i> November 2, 2023, to November 17, 2023, from 9 AM to 3 PM</li> <li>▶ <i>Opening date &amp; time:</i> November 17, 2023 at 3:30 PM</li> </ul>		

Tender Documents may be collected after submission of the 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 the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi. Bids 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 the 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>

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

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## **1. Introduction**

Dear Tenderer:

Thank you for the interest you have shown in response to the IBA's advertisement which was floated on the IBA & SSPRA websites on November 2, 2023, to Provide, Supply and Install White Magnetic Boards.

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 that 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/suppliers/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 the required supporting documents according to the requirement.
- (b) It is mandatory to fill the Tender Form in Magnetic 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 & clearly mention the item/column name or number etc that referred to the column/item of the Tender Form.
- (c) 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 November 2, 2023, to November 17, 2023, from 9:00 am to 3:00 pm.
- (d) 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 a Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 3:00 PM on November 17, 2023.  
**Tender Documents received by fax or email will not be accepted.**
- (e) 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.
- (f) The bidder must ensure its status as an active/filer taxpayer with taxation authorities while rendering services to IBA, Karachi.

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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 and Install White Magnetic Boards.
- (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 for submitting the Tender Document in a sealed envelope is November 17, 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 November 17, 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 & 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 bid's total cost, 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 signing 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. However, the bidders 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 under the laws of Pakistan. The IBA and all Bidders responding to this tender and parties to any contract executed under 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.

### **h. Pre-bid Site Visit**

A site visit on November 13, 2023, at 11 AM with the Assistant Manager Administration at IBA Main Campus to understand the exact nature of the job.

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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. Bid Evaluation:**

The bid will be considered the 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 in accordance with its specifications or if the delivery is delayed.

**l. Delivery Time**

The supply should be completed at IBA within 45 days after receiving the Order.

**m. Physical Inspection:**

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

**n. Invoice**

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

**o. Stamp Duty**

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

**p. Payment:**

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

**q. Product Data Sheet:**

Product data sheet against quoted brand and model to be submitted with the bid.

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Stamp & Signature



## 5. Integrity Pact

- (a) Its intention is not to obtain the Provide and 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. 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 2 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

Item Description	Qty	Rate	Amount
<b>Provide, Supply and Install White Magnetic Boards</b> <ul style="list-style-type: none"> <li>• Color: White</li> <li>• Size: 8' x 4'</li> <li>• Style: Wall hanging</li> <li>• Material: Magnetic Surface for Dry Marker made of Ceramic Steel of Belgian origin or equivalent</li> <li>• Brand: Polyvision (Imported) or equivalent</li> <li>• Warranty: Lifetime</li> </ul>	12 Boards		
<b>Total</b>			
<b>18% GST</b>			
<b>Grand Total Amount</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

## 8. 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 a Provide, Supply and Install White Magnetic Boards vide tender # FF/04/23-24 (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 and Install White Magnetic Boards". "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 & SERVICES

- 1.1 "THE SUPPLIER" agrees to Provide, Supply and Install White Magnetic Boards 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 Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Provide, Supply and Install White Magnetic Boards.
- 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 45 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 and Install White Magnetic Boards vide tender # FF/04/23-24 variation may occur. The cost is inclusive of labour/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 and Install White Magnetic Boards 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 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 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, 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 Magnetic 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 # FF/04/23-24 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.