## **Bid Evaluation Report**

1. Name of Procuring Agency: Institute of Business Administration, Karachi
2. Tender Reference No: <u>MISC/03/16-17</u>
3. Tender Description/Name of work/item: Provide & Supply of Gold Medals & Shields
4. Method of Procurement: Single Stage Single Envelope
5. Tender Published: October 26, 2016 on IBA & SPPRA web site Serial # 30239 Print & Electronic Media (SPPRA ID No. & News papers names with dates)
6. Total Bid documents Sold; 03 suppliers have collected Tender Documents
7. Total Bids Received: 02
8. Technical Bid Opening date: (if applicable) <u>NA</u> (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): <u>NA</u>
10. Bid(s) Rejected: <u>No</u>
11. Financial Bid Opening date: <u>November 11, 2016</u>
12 Did Evolution Departs

#### 12. Bid Evaluation Report: Cost offered Comparison Reasons for Ranking in Name of Firm S No by the Bidder with Estimated acceptance/ or Bidder terms of cost cost rejection 0 1 2 3 4 5 Accepted, due to lowest in M/s K&B Lowest only in 1. Rs.229,606.65 three items. Comparative Enterprises Three items Sheet Attached. Rs.275,000.00 M/s Al-Waqad Lowest only in Accepted, due to lowest in

Rs.231,180.30

Signatures of the Central Purchase Committee, Members

One item

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one item.

Remarks

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# **Comparative Statement**

# Provide & Supply of Gold Medals & Shields

# MISC/03/16-17

				M/s K&B I	Enterprises	M/s Al-Waqa	d Enterprises
S. #	Description	Qty	Unit	Rate Rs.	Amount Rs.	Rate Rs.	Amount Rs.
]	Gold Medals: Size: 2" Made on die cast metal / ferrous with 20 carat gold plating. Ribbon (crimson double knit 1" width 3' lenght) with crimson velvet Box (Including I. A. Mukhtar Gold Medal)	10	units	1870.00	18,700.00	1900.00	19,000.00
	Shields for Best Researcher & Best Faculty (Round): Size: 8" dia (Green Background) Oak wood base with laminated Brass Plate of Green color water texture with velvet box. Inscription will be according to the text.	4	units	4245.00	16,980.00	4275.00	17.100.00
	Shields Students (Round): Size: 8" dia (Crimson Background) Oak wood base with laminated Brass Plate of Crimson color water texture with velvet box. Inscription will be according to the text.	30	units	4254.00	127,620.00	4250.00	127,500.00
	Shields Employees (Elongated): Size: 12" Shesham wood base with Steel Plate & velvet Box. Inscription will be according to the text.	11	units	2995.00	32,945.00	3090.00	33,990.00
	Total		Rs. 196.			,590.00	
	17% GST Total Amount			Rs. 33, Rs. 229.			<u>590.30</u> .180.30

M/s K&B Enterprises	M/s Al-Waqad Enterprises
68,625.00	127.500.00
11,666.25	21,675.00
80,291.25	149,175.00

Itemized Total	196,125.00
GST	33,341.25
Itemized Grand Total Amount (Inclusive of GST)	229,466.25

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To: Subject: Secretary Procurement Committee @ IBA SPPRA - Minutes of Bid Opening Meeting

From: Secretary Procurement Committee @ IBA
Sent: Thursday, November 17, 2016 2:48 PM
To: Muhammad Sohail Khan / Manager Purchase and Stores @ IBA
Cc: Procurement-Committee; Jami Moiz / Assistant Professor Dept of Marketing & Center for Entrepreneurial
Development-CED @ Main Campus; Moeid Sultan / Director Finance @ Main Campus; Syed Fahad Jawed / Manager
(Finance) @ Main Campus; Dr. Farrukh lqbal / Dean and Director @ IBA
Subject: Item 3: Approval for Provide & Supply of Gold Medals & Shields

Item 3: Approval for Provide & Supply of Gold Medals & Shields

Discussion: Purchase Executive briefed the committee about the tender proceedings of "Provide & Supply of Gold Medals & Shields for Convocation-2016". The committee reviewed the comparative statement.

Decision: The committee approved to award for "Provide & Supply of Gold Medals & Shields" on itemized basis to M/s K&B Enterprises at the total cost of Rs.80.291.25 (including GST) & M/s Al-Waqad Enterprises at the total cost of Rs. 149.175.00 (including GST) being the lowest evaluated bidders, subject to the availability of budget.

M/s K&B Enterprises	M/s Al-Waqad Enterprises
68,625,00	127,500.00
11.666.25	21.675.00
80,291.25	149,175.00

Action: Manager Purchase & Stores will implement the decision in accordance with the prescribed rules & regulations framed by IBA PP&P and SPPRA.

Attendance:

- 1. Syed Jehanzeb (Member)
- 2. Asjad Asad (Member)
- 3. Ahmed Ali Khan (External Member)
- 4. Mustaque Ahmed (Member)
- 5. Syed M. Rizwan Rizvi (Member)
- 6. Muhammad Hanif (Secretary)

Muhammad Hanif. Secretary Procurement Committee





## **BIDDERS QUALIFICATION REPORT**

NIT No: Description of Work: MISC/03/16-17 Provide & Supply of Gold Medals & Shields

Method & Procedure of procurement:

Open Competitive Bidding Single Stage One Envelope

S. No	Eligibility Criteria	M/s K&B Enterprises	M/s Al-Waqad Enterprises Yes	
1	Is envelop sealed	Yes		
2	Required Bid Security in enclosed	Yes	Yes	
3	Form of Tender Signed or not	Yes	Yes	
4	Registration in GST / SBR & I. Tax	Yes	Yes	
5	Turnover in terms of Finanacial Statement of last three years	Yes	Yes	
6	Tender Fee Received	Yes	Yes	
7	5 plus years experience	Yes	Yes	
8	Qualified / Disqualifited	Qualified	Qualified	
9	Any overwriting tender dropped received	No	No	
10	Cliental list provided	Yes	Yes	
11	Affidavit regarding any litigation or blacklisting	No	No	

#### **Recommendations:**

- 1 Participated firms are declared as substantially qualified bidders by the Tender opening committee as meet with minimum qualification / eligitiblity criteria.
- 2 The lowest evaluated and qualified bidders are M/s K&B Enterprises Rs. 80.291.25 M/s Al-Waqad Enterprises with their bid amount Rs. 149,175.00
- 3 Recommended to award the work to the lowest qualified bidder M/s K&B Enterprises & M/s Al-Waqad Enterprises

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	MISC/03/16-17	ctors/ Remarks Ve Signature
Institute of Business Administrztion, Karachi Tender Opening <u>November 11, 2016</u> at 3:30 pm	Tender #:	Tender Amount in Figures / in Words     Conditions, if     Bid Security Pay Order No. /     Contractors /       Figures / in Words     any     Amount & Date     Representative Signature       P. P
Institute		M ÖHAL KHAN M ÖHAL KHAN Merchase & Stores Istin of evolutions Arachi-Pakistan

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# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

#### TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

.

1)	NAME OF THE ORGANIZATION DEPTT.	Institute of Business Administration. Karach	i
2)	PROVINCIAE LOCAE GOVI. OTHER	Local Govt	
3)	TIFLE OF CONTRACT	Goods	
4)	TENDER NUMBER	MISC/03/16-17	
5)	BRIEF DESCRIPTION OF CONTRACT	Provide & Supply of Gold Medals & Shields	
6)	FORUM THAT APPROVED THE SCHEME	Procurement Committee	
7)	TENDER ESHMATED VALUE	Rs.275.000/-	= .
8)	ENGINEER'S ESTIMATE (For civil works only)	<u>NA</u>	
9)	ESTIMATED COMPLETION PERIOD (AS PI	ER CONTRACT) <sup>1</sup> Month	
	TENDER OPEN <b>ED</b> ON (DATE & TIME)	November 11 2016 (3 30 pm)	
11)	NUMBER OF TENDER DOCUMENTS SOLE (Attach list of buyers)	THREE	
12)	NUMBER OF BIDS RECEIVED	TWO	
13)	NUMBER OF BIDDERS PRESENT AT THE		
14)	BID EVALUATION REPORT (Enclose a copy)	Copy Enclosed	
15)	NAME AND ADDRESS OF THE SUCCESSF	LL BIDDER M/s K&B Enterprises (2) M/s	Ai-Waqad Enterprise
16)	CONTRACT AWARD PRICE	Rs.229.46 <b>6.2</b> 5	-
(-)	RANKING OF SUCCESSEUL BIDDER IN EX- (i.e. 1 <sup>o</sup> , 2 <sup>o</sup> , 3 <sup>o</sup> EVALUATION BID)		
		M/s AI-Waqad Enterpri <b>se</b>	
18)	METHOD OF PROCUREMENT USED : - (Tie	ck one)	
	a) SINGLE STAGE ONE ENVELOPE	PROCEDURI	Domestic/ Local
	b) SINGLE STAGE - 1 WO ENVELOPE	PROCEDURE	Domestic
	c) I WO STAGE BIDDING PROCEDU	RI:	
	d) FWO STAGE I WO ENVELOPE BI	DDING PROCEDURE	
	PLEASE SPECIEV 11 ANY OTHER Emergency, direct contracting	METHOD OF PROCUREMENT WAS THE WITHEBRIEF REASONS	ADOP11D i.e.

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,	WHETI	HER THE PRO	CUREMEN	T WAS INC	CLUĐED I	N ANI	NUALI	ROCU	REMEI		N?
								Y	es	No	~
21)	ADVEF	RTISEMENT :				·	1	<del></del>			
	i)	SPPRA Websi (If yes, give da		RA Identifie	ration No.1	Yes	Novem 2293/2	ber 28. 2 016	016 and	SPPRA	ID #
		, <u> </u>				No					
i	ii)	News Papers (If yes, give na	.mes of news	spapers and	dates)	Yes					
						No		~			
22) 3	NATUR	E OF CO <b>NTR</b> A	ACT					Dourse os		Int.	
١	WAS IN	IER QUALIFIC ICLUDED IN H melose a copy)			OCUMEN	TS?		Ye	× [	No	~
١	WAS IN	IER BID EVAL CLUDED IN B nelose a copy)			OCU <b>MEN</b>	TS?		Ye	8	No	~
25) N N	МНЕТН МЕТНО	IER APPROVA D OTHER TH	L OF COMP An Open C	PETENT A OMPETITI	UTHORI <b>T</b> IVE BIDDI	Y WAS NG2	S OBTA	AINED   Ye		SING A	
26) V	VAS BI	D SECURITY (	DBTAINED	FROM AL	L THE BH	DDERS	22	Ye	s 🖌	No	
27) W B	VHEEH SID BE	ER THE SUCC ST EVALUAT	ESSFUE B1 ED BID (in	D WAS LC case of Cor	DWEST EV nsultancies)	ALUA )	TED	Ye	5 🖌	No	
	VНЕТН ЮМРІЛ	ER THE SUCC ANT?	ESSFUE BI	DDER WA	(S. IECHN)	ICALL	Y.	Ye	s 🖌	No	
	VHETH. HE TIM	ER NAMES OI 1E OF OPENIN	<sup>7</sup> THE BIDI G OF BIDS	DERS ANI ?	) THEIR (	QUOTI	D PRI	CES W.		zAD () No	
29) W T											

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31) ANY COMPLAINTS RECEIVED	······
(If yes, result thereof)	Yes
	No
32) ANY DEVIATION FROM SPECIFICATIONS (If yes, give details)	GIVEN IN THE TENDER NOTICE / DOCUMENTS
	Yes No.
<li>33) WAS THE EXTENSION MADE IN RESPONS. (If yes, give reasons)</li>	
	No
34) DEVIATION FROM QUALIFICATION CRITE (If yes, give detailed reasons.)	
	Νο
35) WAS FL ASSURED BY THE PROCURING / BLACK LISTED?	AGENCY THAT THE SELECTED FIRM IS NOT
36) WAS A VISIT MADE BY ANY OFFICER OF SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy)	FICIAL OF THE PROCURING AGENCY TO THE VETH THE PROCUREMENT? IF SO. DETAILS TO G OF VISET, IF ABROAD:
37) WERE PROPER SAFEGUARDS PROVIDED The Contract (Bank guarantefft)	ON MOBILIZATION ADVANCE PAYMENT IN P Yes V No
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description) JAMI MOIZ	Yes
REGISTICAT Institute of Business Administration Karachi, Pakistan	No
Signature & Official Stamp of Authorized Officer	
OFFICE USE ONLY	

Tele: 021-9205356; 021-9205369 & Fax: 021-920629)

# **Bid Evaluation Report**

1. Name of Procuring Agency: Institute of Business Administration, Karachi
2. Tender Reference No: <u>MISC 03 16-17</u>
3. Tender Description Name of work item: Provide & Supply of Gold Medals & Shields
4. Method of Procurement: Single Stage Single Envelope
5. Tender Published: October 26, 2016 on IBA & SPPRA web site Serial # 30239 Print & Electronic Media (SPPRA ID Xo. & News papers names with dates)
6. Total Bid documents Sold: <u>03 suppliers have collected Tender Documents</u>
7. Fotal Bids Received: 02
8. Technical Bid Opening date: (if applicable) <u>NA</u> (Provide details in separate form)
9. Not of Bid technically qualified (it applicable) $N_{i}$
10. Bid(s) Rejected No
11 Financial Bid Opening date: <u>November 11, 2016</u>

## 12. Bid Evaluation Report:

S.No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Comparish terms of cost with Estimat cost		Reasons for acceptance	Remarks	
. 0	1	2	3	4	<u>rejectivn</u> 5	6	
ļ	M s K&B Linterprises	Rs 229.606.65	l owest only in Three items	•	three items. ()		
2	Mis At-Waqad Enterprises	- - RS 23 - 180 30 -	Lowestonty a One item	Ks 275 (0)0 00	<ul> <li>Steet Attached</li> <li>Accepted, due to lowest outcoment</li> </ul>		
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# Signatures of the Central Purchase Committee, Members

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# **List of Buyers**

Tender # MISC 03 16-17 Caption: Provide & Supply of Gold Medals & Shields Number of Tender Documents Sold: 03

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	S #	List of Buyers	i
	01	M/s Al-Waqad Enterprises	
	02	M/s Khalil Traders	-
	03	M/s K&B Enterprises	·



#### Leadership and Ideas for Tomorrow

#### PURCHASE ORDER

То	:	M/s Al-Waqad Enterprises
Order No	:	IBA-MC PD MISC 205 0081 2016-17
Date of Issue	;	December 08, 2016
Date of Delivery		December 09, 2016
Place of Delivery	;	IBA, Main Campus
Total Amount	:	Rs.149,175.00 (Including GST)
		(Rupees One Hundred Forty Nine Thousand One Hundred Seventy Five
		Only)

S.				Rate	Amount
#	Description	Qty	Unit	Rs.	Rs.
	Shields Students (Round):				
	Size: 8" dia (Crimson Background)				
.1	Oak wood base with laminated Brass Plate of	30	units	4.250.00	127,500.00
	Crimson color water texture with velvet box. Inscription				1
	will be according to the text.				·
	Total			Rs. 127	7,500.00
	17% GST				,675.00
	Total Amount	_		Rs. 149	9,175.00

#### **Terms & Conditions:**

- Material of this order is subject to final inspection at the time of delivery. 1.
- We reserve the right to cancel any or all the above items if material is not in accordance with 2. our specification or if the delivery is delayed. 3.
  - Payment will be made through crossed cheque after the receipt of the bill and delivery of the above item.
- General Sales Tax will be paid on applicable items only. 4.
- 5. Penalty at the rate of 2% per month on actual will be imposed on delayed delivery.
- The rate litem cost is final and no change what so ever will be accepted. 6.
- Government tax(es), levi(es) and charge(s) will be charged at actual as per SRO. 7.
- Competent Authority reserves the right to change 1 alter / remove any item. Ε.
- or article or reduce enhance quantity without assigning any reason.
- 9. Invoice / bill, Purchase Order & Delivery Challan should be submitted to Finance. Department,
- 10. Advance Payment subject to Bank Guarantee.
- All Government taxes (including income tax and stamp duty), levies and charges will be 11. charged as per applicable rates - denomination of Purchase / Work Order.
- 12. Stamp duty 0.3% for Goods against total value of Purchase Order will be levied accordingly.

Manager Purchase & Stores

Dec 05/16



Leadership and Ideas for Tomorrow

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#### PURCHASE ORDER

io		Mis K&B Enterprises
Order No	:	IBA-MC.PD MISC 205/0080/2016-17
Date of Issue	:	December ()8, 2016
Date of Delivery	:	December 09, 2016
Place of Delivery	:	IBA, Main Campus
Total Amount	:	Rs.80,291.25 (Including GST)
		(Rupees Eighty Thousand Two Hundred Ninety One & Paisa Twenty Five

Only)

S.	· · · · · · · · · · · · · · · · · · ·	·		Rate	Amount
#	Description	Qty	Unit		Rs.
	Gold Medals:Size: 2"Made on die cast metal / ferrous with20 carat gold				i
1	plating, Ribbon (crimson double knit 1" width 3' lenght)	10	units	1,870.00	18,700.00
	with crimson velvet Box (Including I. A. Mukhtar Gold Medal)				
	Shields for Best Researcher & Best Faculty (Round):				<u> </u>
2	Size: 8" dia (Green Background) Oak wood base with laminated Brass Plate of Green color	4	units	4,245.00	16.980.00
	water texture with velvet box. Inscription will be according to the text.				
-	Shields Employees (Elongated): Size: 12"				· · · · · · · · · · · · · · · · · · ·
-1	Shesham wood base with Steel Plate & velvet Box.	11	units	2.995.00	32,945.00
	Inscription will be according to the text.	; i			
	Fetal	•	·* - ·····	Rs. 68,	625.00
	17% GST	· · <u>-</u> · <u>-</u>		Rs. 11,	
	Total Amount			Rs. 80.	

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Page 1 of 2

#### Terms & Conditions:

- Material of this order is subject to final inspection at the time of delivery.
   We reserve the right to cancel any or all the above items if material is no
  - We reserve the right to cancel any or all the above items if material is not in accordance with our specification or if the delivery is delayed.
- Payment will be made through crossed cheque after the receipt of the bill and delivery of the above item.
- 4. General Sales Tax will be paid on applicable items only.
- 3. Benalty at the rate of 2% per month on actual will be imposed on delayed delivery.
- 6. The rate item cost is final and no change what so ever will be accepted.
- Government tax(es), levi(es) and charge(s) will be charged at actual as per SRO.
   Competent Authority reserves the right to change a after i remove any item
  - 3. Competent Authority reserves the right to change / alter / remove any item or article or reduce / enhance quantity without assigning any reason.
- 9. Invoice / bill, Purchase Order & Delivery Challan should be submitted to Finance Department.
- 10. Advance Payment subject to Bank Guarantee
- 11. All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates. denomination of Purchase / Work Order.
- 12. Stamp duty 0.3% for Goods against total value of Purchase Order will be levied accordingly.

Manager Purchase & Stores

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Dec 08/16



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Or an an an an 33 1 Far series an an an 33 1	2-12-16
tayla	7-12-16
-	q
(	AGREEMENT

THIS AGREMENT is executed at KARACHI, on this day December 08, 2016.

#### BETWEEN

M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Road, 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 AI-Waqad Enterprises, having its office at # R-86, Shaz Banglows, Sector 16 A/5, Gulzar-e-Hijri, Sector 33 Karachi, hereinafter referred to as "<u>SUPPLIER</u>" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Khalid Mehmood, holding CNIC No. 42501-0899319-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain Gold Medals & Shields vide tender # MISC-03/16-17 to Provide & Supply of Gold Medals & Shields (BA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Gold Medals & Shields" and "THE SUPPLIER" have offered to provide & supply of old Medals & Shields as per IBA standards & handing over the material(s) to the "IBA" wing accepted the offer in finished form complete in all respect.

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



"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Gold Medals & Shields" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Gold Medals & Shields. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

#### <u>Article 1:</u> DUTIES & SCOPE OF SUPPLIES & AGREEMENT

1.1 This Agreement includes, the "Gold Medals & Shields", as per "IBA" requirement mentioned in Tender BoQ.

S. #	Description	Qty	Rate (Rs.)	Amount (Rs.)
1	Shields Students (Round) Size: 8" dia (Crimson Background) Oak wood back with laminated Brass Plate of	30	4.250	127,500.00
	Crimson color water texture with velvet box. Inscription will be according to the text.	۱ ۱		
	Amount			Rs.127,500.00
	17% GST			Rs.21,675.00
	Total Amount			Rs.149,175.00



- 1.2 "SUPPLIER" agrees to provide item to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "SUPPLIER" will coordinate with Manager Purchase & Stores, of the "IBA" who will assist "SUPPLIER" in supervision of proposed supply.



# (RUPEES ONE HIANDRED ONLY)

#### 12. Saba Petri Article II 1210 ( - 698 CSE OF PROFESSIONAL SERVICES:

On 337 337 337 and acknowledge for the periodic supervision of the formation of the supply and to check the delivery of Supplies in accordance with the Description & Specification.

- 2.2 "SUPPLIER" hereby agreed and acknowledge the acceptance of attending the meetings with the stamager Purchase & Stores "IBA" as & when required.
  - 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
  - 2.4 Minimum 5 (Five) days after Approval of Sample(s) will be required to deliver the Gold Medals & Shields at the SUPPLIER'S expense.
  - 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
  - 2.6 "THE SUPPLLIER", will provide all required / necessary labor(s) / transportation(s) /cartage(s) what so ever required to complete the delivery of Gold Medals & Shields at the cost/charges amount offered in the tender vide # MISC/03/16-17.

#### <u>Article III</u> REMUNERATION

3.1 The cost offered by the Supplier is Rs. 149,175.00 (inclusive of all taxes) Provide & Supply of Gold Medals & Shields but limited to in tender vide # MISC/03/16-17 variation may occurred. The cost is inclusive of labor/traosportation/supplier/etc.



2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Penalty will be imposed after 25 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Supplies will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Gold Medals & Shields to IBA.

100 Rupees	
$\frac{37}{526} \frac{56}{760} \frac{760}{5}$ $\frac{37}{5} \frac{57}{5} \frac{7}{5} $	RUPEES ONE HINDRED ONLY

- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by the party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / purchase order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by SUPPLIER as per SRO/Notification.

#### <u>Article IV:</u> ARBITRATION

4.1 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 thereof shall be referred to the Registrar of the IBA and CEO of the company / firm / agency 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.



#### <u>Article V:</u> TERMINATION

5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

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1) Saber Fol 42101-6900598-5

# (RUPEES ONE HUNDRED ONLY)

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.

"THE SUPPETER" in its individual capacity shall indemnify and keep IBA and any person claiming through 2BA fully indemnified and harmless from and against all

Article VI:

7-12-4NDEMNITY

#### Article VII: NOTICE

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

#### Article VIII: INTEGRITY PACT

- 8.1 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).
- 8.2 Without limiting the generality of the forgoing the M/s Al-Waqad Enterprises, 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.
- 8.3 M/s Al-Waqad Enterprises 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



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to any other right & remedies available to the IBA under any law, contact, or other instrument, be stand void at the discretion of the IBA.

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

#### Article IX: MISCELLANEOUS

- 9.1 Any addition & alteration(s) made in the contents as required by the contractor on proof sample or in course of the supplies in progress which entail extra time & labor and material on part of the fabrication, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE(S) if any alteration(s), arise charges will be paid on mutually agreed upon.
- 9.2 Material(s) will be handed over by the "IBA" or yet the cost with authentic stamp and signature.
- 9.3 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.
- 9.4 The validity of the contract will be effective from the date of issue of Purchase Order.



9.5 All terms and conditions of tender vide # MISC/03/16-17 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.

•

JAMI MOIZ REGISTRAR Institute of Business Administration "IBA"

NAME: Jami Moiz

CNIC # \_\_\_\_

Address: Registrar, Institute of Business Administration Main Campus University Road, Karachi

M/s AL-WAOAD RISES

NAME: KHALID MEHMOOD

CNIC # 42501-0899319-1

Address: R-86, Shaz Banglows, Gulzar-e-Hijri, Sector 16/A 5, Karachi

WITNESS:

Manager Purchase & Stores Institute of Business Administration Karachi-Pakistan

Address:

2. Abdul Dadur,

CNIC # 42201-5293728-5 Address: Hoose NO-21 Calino II Melalar. 13 Ano Conduit Les

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THIS AGREMENT is executed at KARACHI, on this day December 08, 2016.

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#### BETWEEN

M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Road, 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 K&B Enterprises, having its office at 26A, Al-Mujeeb Garden Model Colony Karachi, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, exceutors, successor and assigns), through its proprietor Mr. Muhammad Waseeni, holding CNIC No. 42501-6226606-9 on the SECOND PART.

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WHEREAS "IBA" intends to obtain Gold Medals & Shields vide tender # MISC/03/16-17 to Provide & Supply of Gold Medals & Shields (BA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Gold Medals & Shields" and "THE SUPPLIER" have offered to provide & supply of Gold Medals & Shields as per IBA standards & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

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

## **WITNESSETH**

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Gold Medals & Shields" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Gold Medals & Shields. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

### <u>Article I:</u> DUTIES & SCOPE OF SUPPLIES & AGREEMENT

1.1 This Agreement includes, the "Gold Medals & Shields", as per "IBA" requirement mentioned in Tender BoQ.

S. #	Description	Qty	Unit	Rate	Amount
	Gold Medals: Size: 2"			Rs.	Rs.
	Made on die cast metal / ferrous with 20 carat gold				
1	plating. Ribbon (crimson double knit 1" width 3' lenght)	10	units	1870.00	18,700.00
	with crimson velvet Box (Including I. A. Mukhtar Gold Medal)				
	Shields for Best Researcher & Best Faculty (Round):		- <del> </del>		
2	Size: 8" dia (Green Background) Oak wood base with laminated Brass Plate of Green color	4	units	4245.00	16,980.00
1	water texture with velvet box. Inscription				10,700.00
	will be according to the text.				
	Shields Employees (Elongated): Size: 12"				
t i	Shesham wood base with Steel Plate & velvet Box.	11	units	2995.00	32,945.00
	nscription will be according to the ext.				52,5 (5.00)
	Total			Pa 60 6	25.00
	17% GST			Rs. 68,62	
	Total Amount			<u> </u>	

1.2 "SUPPLIER" agrees to provide item to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 "SUPPLIER" will coordinate with Manager Purchase & Stores, of the "IBA" who will assist "SUPPLIER" in supervision of proposed supply.

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#### <u>Article 11</u> SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "SUPPLIER" hereby agreed and acknowledge for the periodic supervision of the supply and to check the delivery of Supplies in accordance with the Description & Specification.
- 2.2 "SUPPLIER" hereby agreed and acknowledge the acceptance of attending the meetings with the Manager Purchase & Stores "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Minimum 5 (Five) days after Approval of Sample(s) will be required to deliver the Gold Medals & Shields at the SUPPLIER'S expense.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "THE SUPPLLIER", will provide all required / necessary labor(s) / transportation(s) /cartage(s) what so ever required to complete the delivery of Gold Medals & Shields at the cost/charges amount offered in the tender vide # MISC/03/16-17.

#### <u>Article III</u> REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 80,291.25 (inclusive of all taxes) Provide & Supply of Gold Medals & Shields but limited to in tender vide # MISC/03/16-17 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.
- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Penalty will be imposed after 25 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Supplies will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Gold Medals & Shields to IBA.
- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by the party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / purchase order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by SUPPLIER as per.SRO/Notification.

#### Article IV: ARBITRATION

4.1 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 thereof shall be referred to the Registrar of the IBA and CEO of the company / firm / agency 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.

#### <u>Article V:</u> TERMINATION

5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

#### Article VI: INDEMNITY

6.1 "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 VII: NOTICE

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

#### Article VIII: INTEGRITY PACT

- 8.1 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).
- 8.2 Without limiting the generality of the forgoing the M/s K&B Enterprises, 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.
- 8.3 M/s K&B Enterprises 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, contact, or other instrument, be stand void at the discretion of the IBA.

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

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JAMI MOI "IBA Institute of Business Administration REGISTRAR NAME: Jami Moiz Karachi, Pakistan CNIC #

Address:

Registrar, Institute of Business Administration Main Campus

University Road, Karachi

WITNESS SOHALL KHAN ፙ Manager Purchase & Stores Institution \_\_\_\_\_ CNIC # Karachi-Pakistan

Address:\_

M/S & B ENTERPRISES NAME: M. WASEEM

CNIC # 42501-6226606-9

Address:

Address: 26-A, Al-Mujeeb Garden, Model Colony, Karachi

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# <u>TENDER FORM</u> Provide & Supply of Gold Medals & Shields

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S. 4	Description	Qış	Rate	Amount Rs.
<u>.</u>	Gold Medals: Size: 27 dia Made on the cast metal i ferrous with 20 parat gold		· · ·	
\ <u>.</u>	<ul> <li>Mare on one cast metric incritions with a contract point plating. Ribbon (crimson double keys 17 plidth of lenghts) with crimson velvet Box</li> <li>Contract point Network Contract</li> </ul>	ta) enits	1879	18700-
	Shields for Best Researcher & Best Faculty (Round):			
.12 D	Size: S <sup>**</sup> dia (Green Background) Oak wood base with laminated Brass Plate of Green Color water texture with velvet box. Inscription w <sup>DP</sup> box according to the text.	04	42457_	1678 -
	<u>Shields Students (Round):</u> Size: 8 <sup>th</sup> dia (Crimson Background)			· · · · · · · · · · · · · · · · ·
63	Oak wood base with laminated Briss Plate of Crimson Color water texture with velvet box. Inscription will be according to the text	na) Natio	4254	127620
	Shields Employees (Flongated):		· · · · · · · · · · · · · · · · · · ·	
O 1	Size 12 Shesham wood base with Steel Plate A value B 1. Instription will be according to the text.	1 •	29957	32845
	Total	-		196245
-	17*/ GST			33361.6
				2960661

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# <u>TENDER FORM</u> Provide & Supply of Gold Medals & Shields

 # ;	Description	Qty	Rate Rs.	Amount Rs.
 :	Gold Medals: Size: 21 dia Made on die east metal / fem aus with 20 mmar oot 1 plating, Ribbon (crimson double lutit 10 oo ita 20 lang at) with crimson velvet Box (Including a A. Mukhtar Gold Medal)	i) units		(7000)
15	Shields for Best Researcher & Best Faculty (Round): Size: 8" dia (Green Background) Oak wood base with laminated Brass Plate of Green color water texture with polyet box. If seri, tion will be according to the text.	04	4275)	17100/
)3	Shields Students (Round): Size: 8" dia (Crimson Background) Oak wood base with faminated Brass Plate of Crimson color water texture with velvet box. Inscription will be according to the text.	30 j onits i	1250/-	127520
). <b>!</b>	Shields Employees (Elongated): Size: 12" Shesham wood "use with Steel Plate & inclust Bush Inscription will be according to the text.	ta diats	). (()	7:2597
	Total		· · · · · · · · · · · · · · · · · · ·	197590/
	17° o GST		<b>.</b>	3:3570/
	Total Amount		27	21/80/2
2	Total Amount Rupees (in words) <u><u>Ilvi Licl</u></u>	į		1, 2 2 2
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		ĀĀĒ	Al-Wahad En	erprise
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