

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, Karachi
- 2) PROVINCIAL / LOCAL GOVT / OTHER Local Govt
- 3) TITLE OF CONTRACT Goods
- 4) TENDER NUMBER CW/02/17-18
- 5) BRIEF DESCRIPTION OF CONTRACT Providing, Supplying & Applying Paints
- 6) FORUM THAT APPROVED THE SCHEME Procurement Committoo
- 7) TENDER ESTIMATED VALUE Rs.1,000,000/-
- 8) ENGINEER'S ESTIMATE (For civil works only) NA
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 2 Months
- 10) TENDER OPENED ON (DATE & TIME) September 05, 2017 (3:30 pm)
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) ELEVEN
- 12) NUMBER OF BIDS RECEIVED SIX
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS FIVE
- 14) BID EVALUATION REPORT (Enclose a copy) Copy Enclosed
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Faisal Trading Corporation
- 16) CONTRACT AWARD PRICE Rs.735,630/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID).
M/s Faisal Trading Corporation
M/s S. M. Saeed & Brothers
M/s Premier Pain House
M/s Raj Enterprises
M/s Convergo Construction M/s Link International

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE Domestic
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT: Procurement Committee

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	September 22, 2017 and SPPRA ID # 2448/2017
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	August 7, 2017, Dawn, Jang & Daily Waka
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	<input checked="" type="checkbox"/>

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	<input checked="" type="checkbox"/>

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	<input checked="" type="checkbox"/>

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	<input checked="" type="checkbox"/>

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	<input checked="" type="checkbox"/>

Signature & Official Stamp of
Authorized Officer



Amer Shahbair
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

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Bid Evaluation Report

1. Name of Procuring Agency: Institute of Business Administration, Karachi
 2. Tender Reference No: Tender # CW/02/17-18
 3. Tender Description/Name of work/item: Providing, Supplying & Applying Paints
 4. Method of Procurement: Single Stage One Envelope
 5. Tender Published: August 7, 2017 on IBA website & SPPRA website vide Serial # 34138
Print & Electronic Media (SPPRA ID No. & News papers names with dates)
 6. Total Bid documents Sold; 11 Companies have collected Tender Documents
 7. Total Bids Received: 06
 8. Technical Bid Opening date: (if applicable) NA (Provide details in separate form)
 9. No. of Bid technically qualified (if applicable): NA
 10. Bid(s) Rejected: NA
 11. Financial Bid Opening date: September 5, 2017

12. Bid Evaluation Report:


S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1.	M/s. Faisal Trading Corp	RS. 735,630.00	Lowest Bidder		Accepted, due to lowest responsive evaluated bidder. Comparative sheet attached.	
2.	M/s. S.M. Saeed & Brothers	Rs. 909,000.00	Highest Bidder			
3.	M/s. Premier Pain House	Rs. 1,154,860.00	Highest Bidder			
4.	M/s. Raj Enterprises	Rs. 1,302,325.00	Highest Bidder			
5.	M/s. Converge Construction	Rs. 1,527,195.00	Highest Bidder			
6.	M/s. Link International	Rs. 693,000.00	Rejected, due to non-responsiveness			

Note:

1. Procurement Committee in its meeting held on November 2, 2017 found that the bid of M/s Link International rejected due to not currently registered with tax authorities, hence M/s International doesn't fulfill the mandatory requirement for this tender, therefore declared the bid as non-responsive.
2. The Bid submitted by M/s Faial Trading Corporation was found as the lowest evaluated bid.
3. Recommended to award the Work Order to M/s Faisal Trading Corporation at Rs. 735,630.00 inclusive of Taxes

Signatures of the Central Purchase Committee, Members


 Syed Jemanzab
 Manager Finance
 IBA


 Dr. Rameez Khawar
 Assistant Professor
 IBA


 Hanis Qureshi
 SPPRA Advisor
 HES



Institute of
Business Administration
Karachi

Leadership and Ideas for Tomorrow

LIST OF BUYERS

Tender # CW/02/17-18

Caption: Providing, Supplying & Applying Paints

Number of Tender Documents Sold: 06

Sr #	List of Buyers
1.	M/s Faisal Trading Corporation
2.	M/s S.M. Saeed & Brothers
3.	M/s Premier Pain House
4.	M/s Raj Enterprises
5.	M/s Coverge Construction
6.	M/s Link International



WORK ORDER

To : M/s Faisal Trading Corporation
Order No : IBA-MC/PD/CW/208/0042/2017-18
Date of Issue : December 14, 2017
Date of Completion of Work : December 26, 2017
Place of Execution of Work : IBA, Karachi
Total Amount : **Rs.735,630.00 (Including Tax)**
(Rupees Seven Hundred Thirty Five Thousand Six Hundred Thirty Only)

S#	Description of Items	Qty	Unit	Quoted Brand	Rates (Rs.)	Amount (Rs.)
1	Providing, Supplying and Applying WEATHER SHIELD Paint at textured or plain surfaces as per site requirements (ICI) three coats of approved shades to external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department	20000	Sq.Ft	ICI	16.00	320,000.00
2	Providing, Supplying and Applying MATT FINISH (water based or Enamel as required) (ICI) three coats of approved shades to internal / external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department	10000	Sq.Ft.	ICI	16.00	160,000.00
3	Providing, Supplying and Applying DISTEMPER (ICI) two coats of approved shades to internal / external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department.	15000	Sq.Ft.	ICI	5.00	75,000.00

4	Providing, Supplying and Applying OIL PAINTS (ICI) three coats of approved shades to internal / external surfaces (including Road Speed Breakers / Safety Markings on Roads / Security Barriers) prepared smooth with sand paper, filling the depressions with relevant preferably ICI putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department	8000	Sq.Ft.	ICI	12.00	96,000.00
Total Amount inclusive of Income Tax without SST						Rs. 651,000.00
Taxes						Rs. 84,630.00
Grand Total Amount including All Taxes						Rs. 735,630.00

Note:

- i. Please note that works/jobs must be executed according to BoQ & amount quoted in Tender Document. Any alteration/change/addition will be communicated in writing and payment will be made only on the basis of Work Order or if any over and excess works/jobs that Variation Order will be acknowledged.
- ii. Entry & endorsement in Measurement Book for all jobs done is mandatory. The Measurement Book is to be countersigned by Maintenance Supervisor on each occurrence / daily basis.
- iii. The terms and conditions and scope of work will however, remain same as per tender document vide Tender # CW/02/17-18.

Terms & Conditions:

1. Material of this order is subject to final inspection at the time of delivery.
2. 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.
3. 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.
5. Liquidity damages 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.
7. Government tax(es), levi(es) and charge(s) will be charged at actual as per SRO.
8. Competent Authority reserves the right to change / alter / remove any item or article or reduce / enhance quantity without assigning any reason.
9. Invoice / bill & Work Order etc should be submitted to Finance Department.
10. Advance Payment subject to Bank Guarantee preferably National Bank of Pakistan.
11. No subletting in any case / item / form will be allowed.
12. That upon termination of this agreement the contractor shall be permitted to remove all its devices and equipment which may have been placed at premises from the time to time
13. All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Work Order.

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14. Physical inspection will be carried out by Manager General Maintenance and Sr. Manager Purchase & Store. Ordered material / paints is subjected to final inspection at the time of delivery at Store validated by delivery challan by concern authorized dealer.
15. Stamp duty 0.35% against total value of Work Order will be levied accordingly.
16. All equipment, ladders / scaffoldings / platforms for any heights, plungers, brushes, application Rollers, buckets etc. will be brought by the contractors.
17. The contractor will responsible for taking all safety measures during working of his staff at any height / surfaces
18. All surfaces where work was carried out required to be cleaned from stains through related equipment / tools / materials etc.
19. All terms and conditions of tender will be the integral part of this agreement and can't be revoked.
20. Material / quantities of this order is subject to final inspection at the time of delivery and calculations by IBA Maintenance / Project Department
21. IBA reserve the right to cancel any or all of the above items if work / material is not in accordance with our specifications or if the delivery is delayed
22. Competent Authority reserves the right to change / alter / remove any item or article reduce /enhance quantity without assigning any reason
23. No subletting in any case / items / form will be allowed
24. That upon termination of this agreement the contractor shall be permitted to remove all its devices and equipment which may have been placed at premises from the time to time
25. The Contractor will provide minimum one supervisor with 4-5 workers at one site. Work start from external area first and complete after completion of external area complete internal area as identified by Maintenance dept. However, salary/wages/payment/remuneration etc to the manpower/labour/ workforce will be paid borned by the Contractor.
26. All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Work Order.
27. Stamp duty 0.35% against total value of Work Order will be levied accordingly.

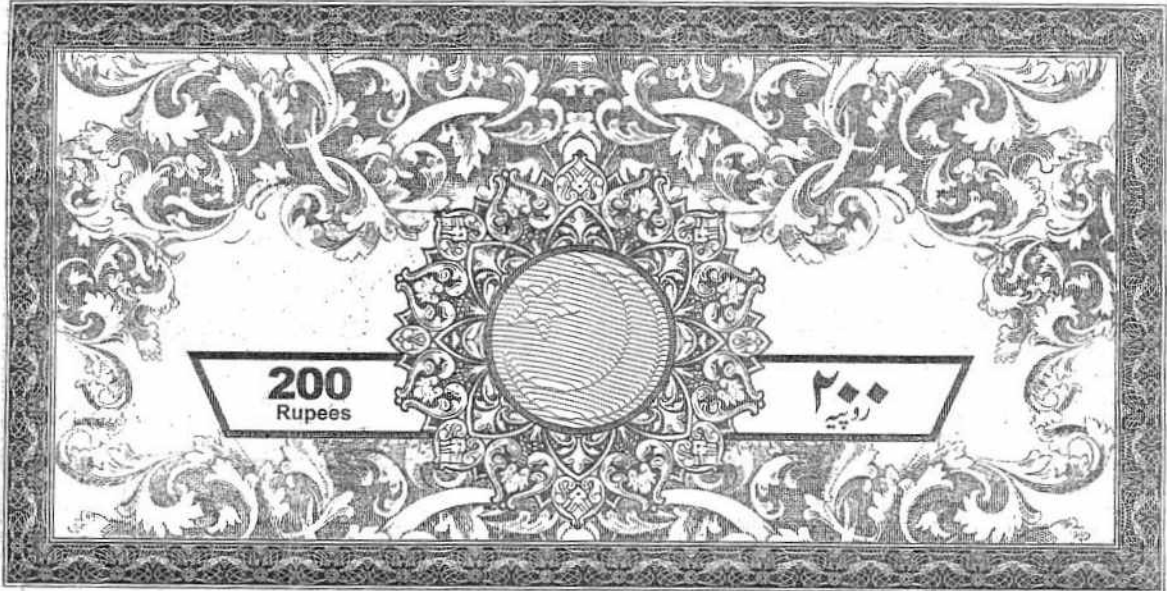


Sr. Manager Purchase & Stores

NOV 30/17



G.M. Admin



MUDASIR ALI KHAN VENDOR
Shop No. 69, Sikandar Goth, S.C.H.
Lic. No. 139
S. No. 5799

(RUPEES TWO HUNDRED ONLY)

DATE: 08 SEP 2017 SALAT TABASSUM
ADV. KEA-121

AGREEMENT

ISSUED TO WITH ADDRESS
THROUGH WITH ADDRESS
BUT NOT FOR USED DIVORCE NEED
VALUE IS
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TESTED BY
TESTED BY
TESTED BY

THIS AGREEMENT is executed at KARACHI, on this day of November 30, 2017.

BETWEEN

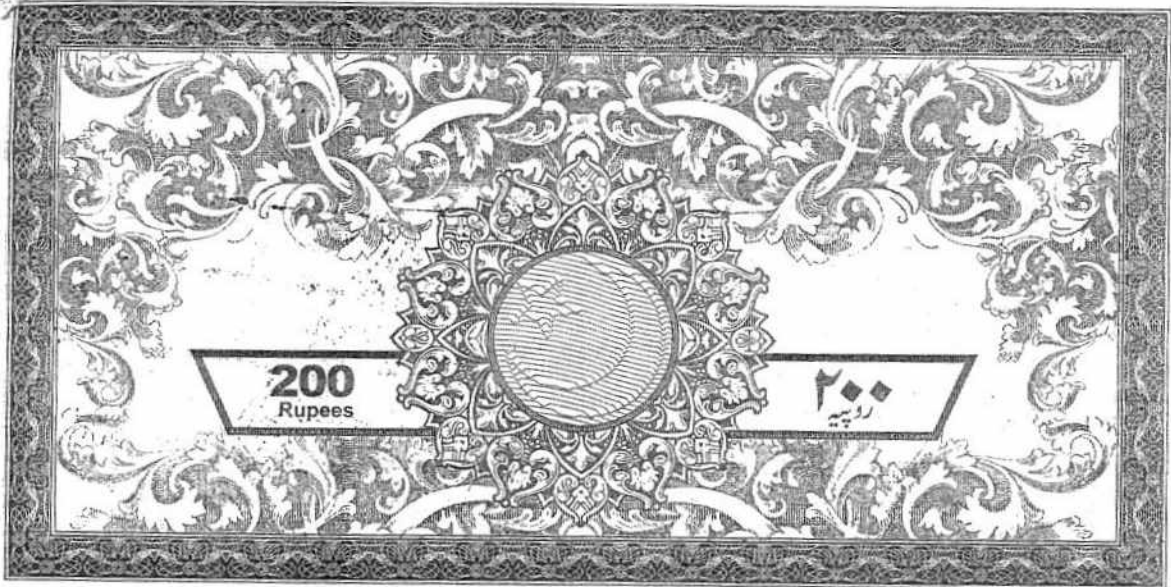
M/s Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Road, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s Faisal Trading Corporation, having its office at R-68, Hina Banglows, Block-19, Gulistan-e-Jouhar Karachi, hereinafter referred to as "THE CONTRACTOR" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Muhammad Nazir Khan, holding CNIC No.42101-5254376-1 on the SECOND PART.

WHEREAS "IBA" intends to Providing, Supplying & Applying Paints at Various Walls at IBA Main Campus and Staff Town related jobs/works as assigned in accordance to the tender vide # CW/02/17-18 at IBA Main Campus and Staff Town at the cost of Rs. 735,600.00 Inclusive all taxes. The basis with the works/jobs of items as per tender vide # CW/02/17-18 (IBA requirement) discussions in respect of the same as per determination of scope of works will be held with Manager General Maintenance & Sr. Manager Purchase & Stores and "THE CONTRACTOR" have offered to render all kind of works/jobs (including but not limited to the "works/jobs mentioned in Work Order") of the proposed works up to the satisfaction & handing over the project to the "IBA" having accepted the offer in finished form complete in all respect.

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



MUDASIR AH TAMER 580900K
 Shop No. 69, Sikandar Road, Sialkot, Pakistan
 Lic. No. 139
 S. No.

DATE: 03 SEP 2017

TALAT TAJA
 ADV. SIALKOT Page No.2.

PROCESSED HUNDRED ONLY

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WITNESSETH

IBR hereby offer to appoint "THE CONTRACTOR" as their official work executor for the specific purpose of works & services" in respect of the same with "IBA" as per the determination of scope of works/jobs on suitable scale with any/all other relevant details for paint works of IBA Main Campus. "THE CONTRACTOR" hereby agree to the offer the "IBA" in acceptance of the terms & conditions here in below forth. However, the terms and conditions of the tender document vide # CW/02/17-18 would be integral part of this agreement.

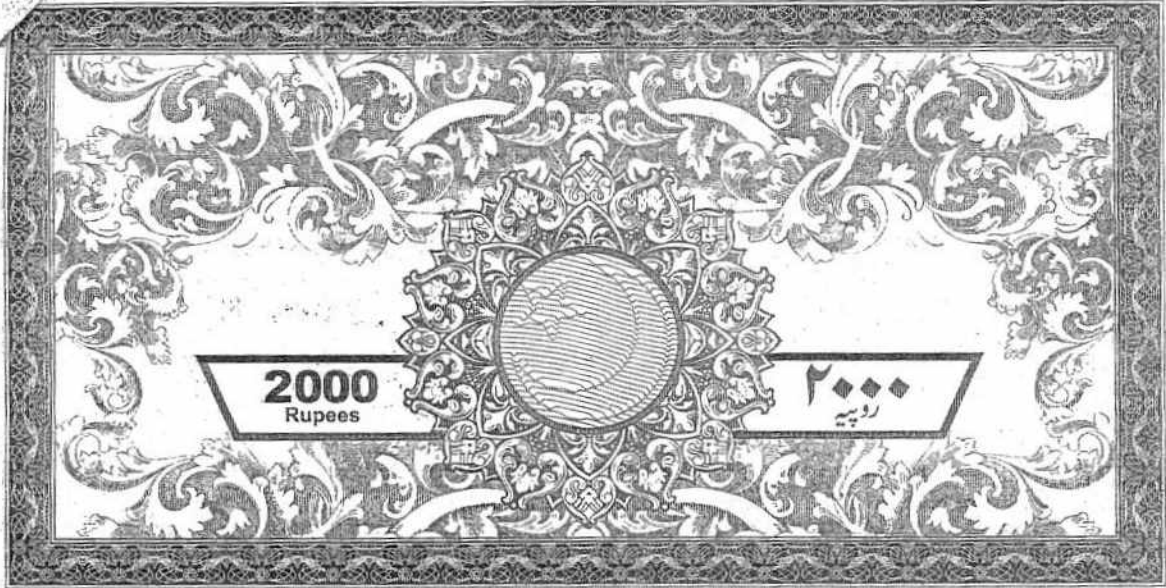
Article I:

DUTIES & SCOPE OF WORK & AGREEMENT

- 1.1 This Agreement includes, the "services & works", discussions with "IBA" as per determination of scope of services, schedule of work & time line to suitable scale with any/all other relevant details to "IBA". The description/BoQ is appended below:

S#	Description of Items	Approx QTY
1	Providing, Supplying and Applying WEATHER Shield Paint at textured or plain surfaces as per site requirements (preferably ICI or equivalent) three coats of approved shades to external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI or equivalent putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department	20000 Sq.ft
2	Providing, Supplying and Applying MATT FINISH (water based or Enamel as required) (preferably ICI or equivalent) three coats of approved shades to internal / external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI or equivalent putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department.	10000 Sq.ft
3	Providing, Supplying and Applying DISTEMPER (preferably ICI or equivalent) two coats of approved shades to internal / external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI or equivalent putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department.	15000 Sq.ft
4	Providing, Supplying and Applying OIL PAINTS (preferably ICI or equivalent) three coats of approved shades to internal / external surfaces (including Road Speed Breakers / Safety Markings on Roads / Security Barriers) prepared smooth with sand paper, filling the depressions with relevant preferably ICI or equivalent putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department.	8000 Sq.ft

Continued on Page No.3..



STAMP OFFICE CITY COURT KARACHI

Issued to: Khanwar Pallo Jallo
 CNIC No. 11914
 Vide D.S.R. No. 5 Dt. 25/12/17
 On behalf of challan No. 67 Dt. 25/12/17
 for the purpose of 5
 Entry No. 5 Dt. 25/12/17

(TWO THOUSAND ONLY)

Page No.4.

Article IISCOPE OF PROFESSIONAL SERVICES & WORKS:

- 2.1 "THE CONTRACTOR" hereby agree and acknowledge for the periodic supervision of the works and to check the execution of works in accordance with the Description & Specification vide Tender # CW/02/17-18.
- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Manager General Maintenance and Senior Manager Purchase & Stores "IBA" as & when required.
- 2.3 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.4 Manager (General Maintenance) and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access. Physical inspection will be carried out by Manager (General Maintenance) and Sr. Manager Purchase & Stores. Ordered material / paints is subjected to final inspection at the time of delivery at Store validated by delivery challan by concern authorized dealer.
- 2.5 The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense.
- 2.6 Date of Completion of work / job / project will be November 25, 2017.

Continued on Page No.5..

Page No.5.
Article III
REMUNERATION

3.1 The cost offered by the Contractor is Rs. 735,630.00 (inclusive of all taxes) vide tender # CW/02/17-18. The cost is inclusive of labor / transportation / supplies / etc. The breakup is appended below

S#	Description of Items	Qty	Unit	Quoted Brand	Rates (Rs.)	Amount (Rs.)
1	Providing, Supplying and Applying WEATHER SHIELD Paint at textured or plain surfaces as per site requirements (ICI) three coats of approved shades to external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department	20000	Sq.Ft	ICI	18/08	361600.00
2	Providing, Supplying and Applying MATT FINISH (water based or Enamel as required) (ICI) three coats of approved shades to internal / external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department	10000	Sq.Ft.	ICI	18/08	180800.00
3	Providing, Supplying and Applying DISTEMPER (ICI) two coats of approved shades to internal / external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department.	15000	Sq.Ft.	ICI	5/65	84750.00
4	Providing, Supplying and Applying OIL PAINTS (ICI) three coats of approved shades to internal / external surfaces (including Road Speed Breakers / Safety Markings on Roads / Security Barriers) prepared smooth with sand paper, filling the depressions with relevant preferably ICI putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department	8000	Sq.Ft.	ICI	13/56	108480.00
Total Amount inclusive of Income Tax without SST						Rs. 735,630.00
Grand Total Amount including All Taxes						Rs. 735,630.00

3.2 This Agreement includes, the "Providing, Supplying & Applying Paints at Various Walls at IBA Main Campus and Staff Town", as per "IBA" requirement mentioned in Tender BoQ.

Continued on Page No.6...

- 3.3 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Complete Measurement with Clearance Note / Certificate endorsed from Manager (General Maintenance) is required before process of bill/invoice.
- 3.4 Advance Payment subject to Bank Guarantee.
- 3.5 Performance Security 5% of total amount of Work Order must be deposited to the IBA, Karachi. Security Deposit will be released after clearance of invoice which will be submit after completion of satisfactory work.
- 3.6 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- 3.7 Stamp duty 0.35% for Services against total value of Work Order will be levied accordingly.
- 3.8 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 3.9 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by M/s Faisal Trading Corporation as per SRO/Notification.
- 3.10 A liquidity damages @ 2% per month, of the total agreed payment, of the total cost will be imposed in case of delayed delivery. Penalty will be imposed after 45 days subject to services by IBA before the starting date mentioned on the Work Order.
- 3.11 THE CONTRACTOR will provide minimum one supervisor with 4-5 workers at one site. Work start from external area first and complete after completion of external area complete internal area as identified by Maintenance dept. However, salary/wages/payment/remuneration etc to the manpower/labour/ workforce will be paid borne by the Contractor.
- 3.12 IBA will not pay any charges(s) regarding cartage / carriage / transportation / food / wages / accidental etc.

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 "THE CONTRACTOR" for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article V:
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.
- 5.2 IBA reserve the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

Article VI:
INDEMNITY

- 6.1 "THE CONTRACTOR" 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 CONTRACTOR", as a result of any defect in the title of IBA, or any fault, neglect or omission by the "THE CONTRACTOR" which disturbs or damage the reputation, quality or the standard of services & works 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 by courier or registered mail.

Article VIII
INTEGRITY PACT

- 8.1 Its intention not to obtain the 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 foregoing the contractor/ 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.
- 8.3 The contractor/ 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.
- 8.4 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 contractor / 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.

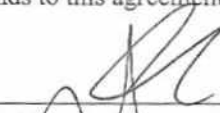
Article IX:
MISCELLANEOUS

- 9.1 Works/job/project will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 9.2 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason. Over and above the Work Order if any alteration(s), arise charges will be paid on mutually agreed upon under the clause of Direct Contracting of SPPRA.
- 9.3 All staff must have CNIC and clearly mentioned to discourage work through child labor. IBA is no smoking zone. Life Insurance / Security of worker will be the responsibility of contractor. IBA will not be responsible for any mishap
- 9.4 Material / quantities of this order is subject to final inspection at the time of delivery and calculations by IBA Maintenance Department
- 9.5 IBA reserve the right to cancel any or all of the above items if work / material is not in accordance with our specifications or if the delivery is delayed
- 9.6 Competent Authority reserves the right to change / alter / remove any item or article reduce / enhance quantity without assigning any reason

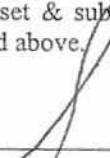
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- 9.7 No subletting in any case / items / form will be allowed
- 9.8 That upon termination of this agreement the contractor shall be permitted to remove all its devices and equipment which may have been placed at premises from the time to time
- 9.9 All equipment, ladders / scaffoldings / platforms for any heights, plungers, brushes, application Rollers, buckets etc. will be brought by the contractors.
- 9.10 The contractor will responsible for taking all safety measures during working of his staff at any height / surfaces
- 9.11 All surfaces where work was carried out required to be cleaned from stains through related equipment / tools / materials etc.
- 9.12 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.
- 9.13 The validity of the contract will be effective from the date of issue of Work Order.
- 9.14 All terms and conditions of Purchase Order will be the integral part of this agreement and can't be revoked.
- 9.15 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.
- 9.16 Entry & Endorsement in Measurement Book for all jobs done is mandatory. The Measurement Book is to be countersigned by Maintenance Supervisor on each occurrence / daily basis.


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


 "IBA"
 Name: Aamer Shahbbir (Retd)
 General Manager Administration
 Institute of Business Administration (IBA),
 Karachi, Pakistan
 CNIC # _____


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


 M/s. Faisal Trading Corporation
 Name: M. Nazir Khan
 CNIC # 42101-5254376-1

Address:
 Proprietor
 R-08, Hina Banglows, Block-19,
 Gullistan-e-Jouhar Karachi

WITNESS:
 1. 

 CNIC #: _____
 Address: _____

2. 

Muhammed Waseem

 CNIC #: 42501-6226606-1
 Address: 20A Al-Mujab
 Jarden Model City
 Karachi

5.

Scope of Work / BoQ

PROVIDING, SUPPLYING AND LAYING OF MATT ENAMEL/PAINT/WEATHER SHIELD/DISTEMPER AT VARIOUS PLACES / WALLS AT IBA MAIN CAMPUS AND STAFF TOWN

S#	Description of Items	Approx QTY	Quoted Brand	Rates	Amount(Rupees)
1	Providing, Supplying and Applying WEATHER Shield Paint at textured or plain surfaces as per site requirements (preferably ICI or equivalent) three coats of approved shades to external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI or equivalent putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department	20000 Sq.ft	ICI	16/-	320000-
2	Providing, Supplying and Applying MATT FINISH (water based or Enamel as required) (preferably ICI or equivalent) three coats of approved shades to internal / external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI or equivalent putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department.	10000 Sq.ft	ICI	16/-	160000-
3	Providing, Supplying and Applying DISTEMPER (preferably ICI or equivalent) two coats of approved shades to internal / external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI or equivalent putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department.	15000 Sq.ft	ICI	5/-	75000-

555000-

Faisal Trading Corp

R-57, Hina Road

BI-15 Stamp & Signature

Page 13 of 23

4	Providing, Supplying and Applying OIL PAINTS (preferably ICI or equivalent) three coats of approved shades to internal / external surfaces (including Road Speed Breakers / Safety Markings on Roads / Security Barriers) prepared smooth with sand paper, filling the depressions with relevant preferably ICI or equivalent putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department.	8000 Sq.ft	ici	B/S 121	555000 - 96000 -
Total					651000 -
Taxes 13%					84630 -
Total Amount					735630 -

Total Amount in Words: Rs. Seven lac thirty five thousand
hundred & thirty only

Faisal Trading Corp.
R-65, H.P. Garden
BI-19, Conch

Stamp & Signature