

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 MAINT/01/17-18
- 5) BRIEF DESCRIPTION OF CONTRACT Provide & Supply of Coconut Palm
- 6) FORUM THAT APPROVED THE SCHEME Procurement Committee
- 7) TENDER ESTIMATED VALUE Rs. 185,000/-
- 8) ENGINEER'S ESTIMATE NA
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Month
- 10) TENDER OPENED ON (DATE & TIME) August 15, 2017 (3:30 pm)
- 11) NUMBER OF TENDER DOCUMENTS SOLD SIX
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED FIVE
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS NA
- 14) BID EVALUATION REPORT Copy Enclosed
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER THREE
- 16) CONTRACT AWARD PRICE Rs. 116,649.00
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
M/s. Faisal Trading Corporation
M/s. M.F. Brothers & Co.
M/s. Al-Waqad Enterprises
M/s. S.M. Saeed & Brothers
M/s. Converge Construction

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	July 26, 2017 and SPPRA ID # 34027
No	

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

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

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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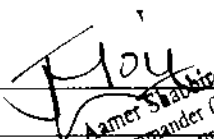
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

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 Shahid
Wing Commander (Retd)
Acting Registrar
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

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Institute of
Business Administration
Karachi

Leadership and Ideas for Tomorrow

PURCHASE ORDER

To : M/s. Faisal Trading Corporation
Order No : IBA-MC/PD/RM/206/0036/2017-18
Date of Issue : September 21, 2017
Date of Delivery : October 3, 2017
Place of Delivery : IBA Main Campus
Total Amount : **Rs. 116,649.00 (Including GST)**

(Rupees One Hundred Sixteen Thousand Six Hundred Forty-Nine Only)

Sr #	Description	Qty.	Rate	Amount
1.	Coconut Palm (Ceylon) Seasoned Height: 5 feet to 6 feet Trunk: 3" circumference In 20" Clay Pot	50 Plants	1,994.00	99,700.00
			17% GST	16,949.00
			Grand Total	116,649.00

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 Damage 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 to 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 Order.
12. Stamp Duty 0.25% for Goods against total value of Purchase Order will be levied accordingly.

Senior Manager Purchase & Stores

General Manager Administration



MUHAMMAD ALI SIDDIQUI
 S. No. 5409
 DATE 07 SEP 2017
 SADAQAT ALI
 SIDDIQUI AEW.

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day September 07, 2017.

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 Faisal Trading Corporation, having its office at P-69, Minn Band lows, Block-10, Gulistan-e-Johar, Karachi, hereinafter referred to as "SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Muhammad Nadeem Khan, holding CNIC No. 12141-5204376-1, of the SECOND PART;

WHEREAS "IBA" intends to obtain Coconut Palm vide Tender # MANT/01/17-18 for the Provide & Supply of Coconut Palm (Annex 2) as per IBA requirement) disclosed in respect of the same before the determination of source of Supply will be held by "IBA" as "Coconut Palm" and "THE SUPPLIER" have offered to render Coconut Palm (including but not limited to the "Coconut Palm" of the proposed Supply up to the satisfaction & handling over the material) to the "IBA" and if accepted, the offer in Faisal Trading Corporation is all respect.

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

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as the sole agent for the specific purpose of "Coconut Palm" discussion in respect of the same with "IBA" before the determination of Scope of Supply Coconut Palm to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Coconut Palm. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions hereinafter below forth.

Article I
DUTIES & SCOPE OF SUPPLY & AGREEMENT

1.1 This Agreement includes, the "Coconut Palm", discussion with "IBA" before the determination of scope of Supply with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

Sr #	Description	Qty.
1.	Coconut Palm (Ceylon) Seasoned Height: 5 feet to 6 feet Trunk: 3" circumference In 20" Clay Pot	50 Plants

1.2 "THE SUPPLIER" agrees to provide specified Coconut Palm with # 1.1 & Sr # 1 to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 "THE SUPPLIER" will coordinate their Supply with Sr. Manager Purchase & Stores of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Coconut Palm.

1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supply with mutual consent on acceptable cost price/charge/amount inclusive of all taxes and levies.

1.5 "THE SUPPLIER" will visit the Purchase Offices located at Mah Campus, University Road, Tiruchirappalli when required with prior appointment.

1.6 All logistic charges will be borne by "THE SUPPLIER".

Article II
SCOPE OF PROFESSIONAL SERVICES:

2.1 "THE SUPPLIER" hereby agree and acknowledge for the periods provided in this supply and to check the provision of Coconut Palm in accordance with the Description & Specification.

2.2 "THE SUPPLIER" hereby agree and acknowledge in acceptance of attending all meetings with the Sr. Manager Purchase & Stores "IBA" as & when required.

2.3 "THE SUPPLIER" will provide all necessary financial & administrative support & guarantee when as ever required to complete the procurement at the cost charges amount offered in the tender. (Ref # MS/2017/7-1)

Article V:
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 116,649.00 (inclusive of all taxes) Provide & Supply of Coconut Palm with tender of MAINT/01/17-18. The cost is inclusive of labor / transportation / supplies / etc. The breakup is appended below:

Sr.#	Description	Qty.	Rate	Amount
1.	Coconut Palm (Ceylon) Seasoned Height: 5 feet to 6 feet Trunk: 3" circumference in 24" Clay Pot	50 Plants	1,994.99	99,749.50
			17% GST	16,949.50
			Grand Total	116,649.00

- 3.2 A liquidity damages @ 2% per month of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 25 days subject to final proof sample material handed over by supplier to IDA before the starting date mentioned on the Purchase Order. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Coconut Palm to IDA.
- 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 of 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 SPO/Notification.

Article VI:
ARBITRATION

- 4.1 In case of any dispute, difference or any question which may at any time arise between the parties hereto or any person under them, arising out of or in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IDA 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.

Article VII:
PERSONALITY

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

Article VIII:
INDEMNITY

- 6.1 "THE SUPPLIER" in his individual capacity shall indemnify and keep IDA and any person claiming through IDA free from 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 IDA or any fault, neglect or omission by the "THE SUPPLIER" which may or damage the reputation, quality or the standard of services provided by "IDA" and any person claiming through the IDA.

Article VIII:
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 The Intertive not to obtain the procurement 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 M/s Faisal Trading Corporation, 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 Faisal Trading Corporation, 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 or 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, M/s Faisal Trading Corporation, 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 Faisal Trading Corporation, as aforesaid, for the purpose of obtaining or inducing procurement or other obligation or benefit in whatsoever from the IBA.

Article IX:
MISCELLANEOUS

9.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the supply in progress which entail extra time & labor and material on part of the supplier shall not be charged separately/extra on 'Quantum Merit' basis before the final material handed over to the "IBA".


9.2 Material(s) will be handed over by the "IBA" and it shall be 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 the above SCHEDULE 01/17-18 will be the integral part of this agreement and can't be revised.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement of Finance Note in duplicate as the same shall be.


"IBA"
Name: Aqbal Khan
Acting Manager
Institute of Business Administration
Karachi

CNIC # _____

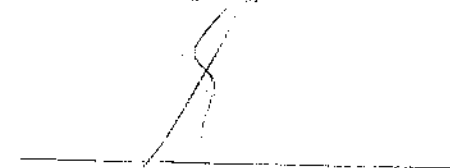
Address:
General Manager Administration
Institute of Business Administration
Main Campus, University Road, Karachi

WITNESS:

1. 

M. SOHAIL KHAN
Manager Finance & Store
Institute of Business Administration
Karachi-Pakistan

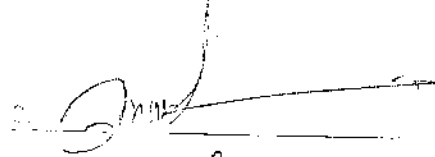
Address: _____



M. Nazir Khan
Name: M. Nazir Khan

CNIC # 42101-5254576-1

Address:
Proprietor
R-68, Jinnah Towers, Block-19,
Gulistan-e-Johar Karachi


Muhammad Waqar

CNIC # 42501-626606-9

Address: 26A, AC-Phase-6
Garden Model colony
Karachi

3.

BILL OF QUANTITY
Provide & Supply of Coconut Palm

S#	Items	Qty	Rate	Amount
1	Coconut Palm (Ceylon) Seasoned Height: 5 feet to 6 feet Trunk: 3" circumference In 20" Clay Pot	50 Plants	1894/-	94700/-
Total				94700/-
17% GST				16299/-
Total Amount				111000/-

Total Amount Rupees (in words) One Lakh Eleven Thousand

Only hand to party name only

[Faint signature and stamp]

[Signature]
 CENTRAL PUNJAB CO-OPERATIVE
 INSTITUTE, 22, PUNJAB UNIVERSITY
 CAMPUS, LUDHIANA

[Signature]
 DIRECTOR
 CENTRAL PUNJAB CO-OPERATIVE
 INSTITUTE, 22, PUNJAB UNIVERSITY
 CAMPUS, LUDHIANA

Fair Trading Corp.
[Signature]
 Stamp & Signature

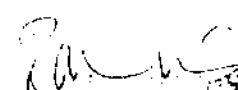
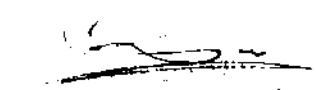
Bid Evaluation Report

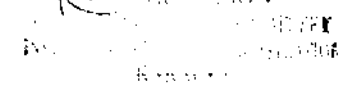
1. Name of Procuring Agency: Institute of Business Administration, Karachi
2. Tender Reference No: Maint-01-17-18
3. Tender Description/Name of work/item: Provide & Supply of Coconut Palm
4. Method of Procurement: Single Stage Single Envelope
5. Tender Published: July 26, 2017 on IBA & SPPRA web sites SPPRA Serial # 34027
Print & Electronic Media (SPPRA ID No. & News papers names with dates)
6. Total Bid documents Sold: 06 suppliers have collected Tender Documents
7. Total Bids Received: 05
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: August 15, 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 Corporation	Rs.116,649.00	Lowest Bidder	Rs.185,000.00	Accepted, due to lowest bidder. Comparative Sheet Attached.	
2.	M/s M. F. Brothers	Rs.162,688.00	Highest Bidder			
3.	M/s Al-Waqae Enterprises	Rs.172,575.00	Highest Bidder			
4.	M/s S. M. Saeed & Brothers	Rs.219,375.00	Highest Bidder			
5.	M/s Converge Construction & JV Creative Garden	Rs.345,910.50	Highest Bidder			

Signatures of the Central Purchase Committee, Members


 INSTITUTE OF BUSINESS ADMINISTRATION
 KARACHI



Institute of
Business Administration
Karachi

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LIST OF BUYERS

Tender # MAINT/01/17-18

Caption: Provide & Supply of Coconut Palm

Number of Tender Documents Sold: 06

Sr #	List of Buyers
1.	M/s Al-Waqad Enterprises
2.	M/s M. F. Brothers
3.	M/s Faisal Trading Corporation
4.	M/s Hamza T Contractor
5.	M/s S. M. Saeed & Brothers
6.	M/s Coverge Construction