

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 Tender # MAINT/02/17-18
- 5) BRIEF DESCRIPTION OF CONTRACT Refilling of Fire Extinguishers
- 6) FORUM THAT APPROVED THE SCHEME Procurement Committee
- 7) TENDER ESTIMATED VALUE Rs.800,000/-
- 8) ENGINEER'S ESTIMATE NA
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 2 Month
- 10) TENDER OPENED ON (DATE & TIME) November 13, 2017 (3:30 pm)
- 11) NUMBER OF TENDER DOCUMENTS SOLD THREE
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED TWO
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS TWO
- 14) BID EVALUATION REPORT Copy Enclosed
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Pakistan Fire & Fumigation Services
- 16) CONTRACT AWARD PRICE Rs.705,861.00
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). M/s Pakistan Fire & Fumigation Services
M/s Horizon Enterprises

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

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

Yes	December 4, 2017 and SPPRA ID # 2904/2017
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	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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	✓

Signature & Official Stamp of
Authorized Officer


Aamer Shahbbir
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

Bid Evaluation Report

1. Name of Procuring Agency: Institute of Business Administration, Karachi
2. Tender Reference No: Tender # Maint/02/17-18
3. Tender Description/Name of work/item: Refilling of Fire Extinguishers
4. Method of Procurement: Single Stage One Envelope
5. Tender Published: October 24, 2017 on IBA website & SPPRA web site Serial # 34953
Print & Electronic Media (SPPRA ID No. & News papers names with dates)
6. Total Bid documents Sold: 03 Company have collected Tender Documents
7. Total Bids Received: 02
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: November 13, 2017

12. Bid Evaluation Report:

S #	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 Pakistan Fire & Fumigation Services	Rs.705,861.00	Lowest Bidder	Rs.300,000.00	Accepted, due to responsive bidder. Comparative Statement is attached.	
2.	M/s Horizon Enterprises	Rs.2,303,145.00	Highest Bidder			
3.						

Signatures of the Central Purchase Committee, Members

Sy. Jehanzeb
Manager Finance
IBA

Dr. Amiruzz Khan
Assistant Professor
IBA

Mansoor
SPPRA
HES
Central
Advisor

IBA

Institute of
Business Administration
Karachi

Leadership and Ideas for Tomorrow

LIST OF BUYERS

Tender # MAINT/02/17-18

Caption: Refilling of Fire Extinguishers

Number of Tender Documents Sold: 03

Sr #	List of Buyers
1.	M/s S. M. Saeed & Brothers
2.	M/s Pakistan Fire & Fumigation Service
3.	M/s Horizon Enterprises



Institute of
Business Administration
Karachi

Leadership and Ideas for Tomorrow

Letter of Award

Purchase Order

Approval Status: Approved

IBA Karachi
IBA MAIN CAMPUS
KARACHI
Pakistan

Purchase Order IBA-0000000140		Issue Date 26, December, 2017
Payment Terms 30 Days		Ship Via ROAD
Buyer Purchase Department	Phone +922138104700 Ext 2150, 2152	Currency PKR
Requestor Department Administration		

Supplier: V01171
Pakistan Fire
Fumigation
Shop No G31 Grace Shopping mall
University Road Near Safa
Karachi
Pakistan

Ship To: Store, IBA Main Campus, University Road

Bill To: Purchase Department, IBA Main Campus
University Road, Karachi
Pakistan

S. No.	Item / Description Specification	Qty. (UOM)	PO Price	Extended Amount	Delivery Date
1	DCP REFILLING SIZE: 6KG	150.00 EA	390.00	58500	24-Dec-18
2	CO2 REFILLING SIZE: 6KG	75.00 EA	660.00	49500	24-Dec-18
3	AFFF REFILLING SIZE: 9KG	10.00 EA	405.00	4050	24-Dec-18
4	AFFF REFILLING SIZE: 50 KGS	5.00 EA	2250.00	11250	24-Dec-18
5	HALOTRON REFILLING SIZE: 6KGS	100.00 EA	4800.00	480000	24-Dec-18

Total: 603300.00

17% GST: 102561

Total PO Amount: 705861.00

Amount in Words: Seven Lakh Five Thousand Eight Hundred Sixty One Only.

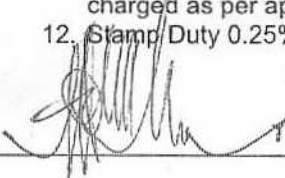
Terms & Conditions:

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 Invoice/Bill & delivery of above item(s).
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.

Main Campus: University Road, Karachi. Postal Code: 75270 UAN: 111-422-422 Tel: (92-21) 38104700 Fax: (92-21) 99261508
City Campus: Garden/Kiyani Shaheed Road, Karachi. Postal Code: 74550 Tel:(92-21) 38104701 Fax:(92-21) 38103008
Website: www.iba.edu.pk E-mail: info@iba.edu.pk

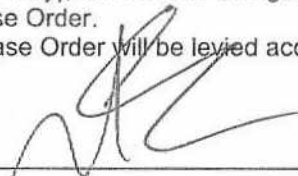
Purchase Order

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 Purchase 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.

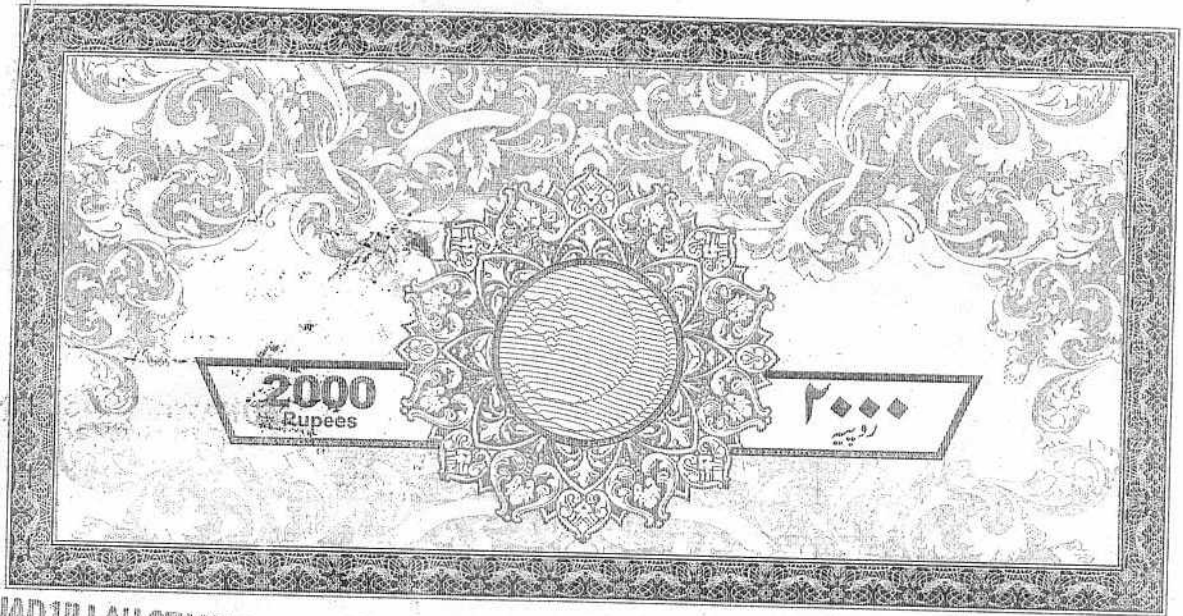


Senior Manager Purchase & Stores

Dec 26/17



General Manager Administration



SAJAD ULLAH STAMP VENDOR

Shop No.02, Syed Village Malir Karachi

Lic. No. 157

S.NO.

DATE / **008278**

ISSUED TO WITH ADDRESS
THROUGH WITH ADDRESS
VAL. AND FOR
STAMP VENDOR'S SIGNATURE
Not For Use From With a D.Words Deed
Vendor Not Responsible Any Fake Documentation

DEC 2017

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day December 18, 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 Pakistan Fire & Fumigation Services, having its office at #44, Jumani Arcade, Main University Road, Block-14, Gulshan-e-Iqbal, Karachi hereinafter referred to as "THE SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Muhammad Asif, holding CNIC No. 42301-9760823-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain services Refilling of Fire Extinguishers vide Tender # Maint/02/17-18.

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

WITNESSETH

"IBA" hereby offer to appoint M/s Pakistan Fire & Fumigation Services as their official Services Provider for the specific purpose of "Services & Maintenance of Refilling of Fire Extinguishers" in respect of the same with "IBA" before the determination of scope of services on suitable scale with any/all other relevant details for presentation to "IBA" for services of Refilling of Fire Extinguishers. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

- 1.21 The billing will be made on monthly basis. Bills preferably should be typed and in triplicate, and should be submitted to Procurement & Stores Department, IBA, Karachi in the 1st week of the following month with Satisfactory.
- 1.22 This is Rate Running Contract for ONE year / 12 months. Quantity may be fluctuated and varies with requirement.
- 1.23 Service Provider must provide "Sales tax registration certificate with last month return copy both FBR and / or SRB".
- 1.24 2% Physical random testing of the filled cylinders should be carried out by IBA authority.
- 1.25 On every lot filled, the Service Provider will submit a confirmation letter on company letterhead of effectiveness of filling for one year.
- 1.26 Transportation, Cartages & fixing to & from the IBA premises will be the responsibility of the Service Provider. The Service Provider will borne the transportation, cartages & fixing charges

Article II
REMUNERATION

- 2.1 The charges & cost offered by the Service Provider is Rs. 705,861.00 (inclusive of all taxes) vide tender # Maint/02/17-18 but not limited to the specified quantity. The quantity of cylinders might fluctuate & payment will be made on approved rate/charges/cost.
- 2.2 This Agreement includes, the "Refilling of Fire Extinguishers", as per "IBA" requirement mentioned in this BoQ & vide Tender # Maint/01/17-18

Sr. #	Description	Expected Quantity in the year	Rate	Amount
1	DCP Fire Extinguisher Cylinder Size: 6 Kgs	150 Cylinders	390.00	58,500.00
2	CO ₂ Fire Extinguisher Cylinder Size: 6 Kgs	75 Cylinders	660.00	49,500.00
3	Halotron Fire Extinguisher Cylinder Size: 6 Kgs	100 Cylinders	4,800.00	480,000.00
4	AFFF Fire Extinguisher Cylinder Size: 9 Kgs	10 Cylinders	405.00	4,050.00
5	AFFF Fire Extinguisher Cylinder Size: 50 Kgs	5 Cylinders	2,250.00	11,250.00
Total				Rs. 603,300.00
17% GST				Rs. 102,561.00
Total Amount				Rs. 705,861.00

- 2.3 The Service Provider bidder should provide 5% Performance Security of total value of Work Order in the form of Pay Order or bank guarantee before submission of invoice.
- 2.4 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Work Order.
- 2.5 Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.

- 2.6 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 2.7 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by the Service Provider as per SRO/Notification.
- 2.8 A liquidity damages @ 2% per month, of the total agreed payment, of the total cost due to delayed in timing & if deemed necessary termination of the contract may be awarded in the interest of the IBA without prejudice & public interests.
- 2.9 Service Provider must adopt Environmental Friendly procedure and avoid the use of Toxic material.
- 2.10 All staff must have CNIC and clearly mentioned to discourage work through child labor.

Article III
ARBITRATION

- 3.1 In case of any dispute, difference or question which may at time arise between the parties hereto or any person claiming under them, touching or arising out in respect of this agreement or this subject matter thereof shall be referred to the arbitration and an Arbitrator will be appointed by mutual consent, whose decision and findings will be final and binding on both 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 IV
TERMINATION

- 4.1 At any stage if the Service Provider found to bypass any condition(s) of the agreement, the contract will be terminated immediately and the payment(s) will be confiscated in favor of the Client. The decision of the Client will be final and should be abided by the Service Provider and the client. That upon termination of this agreement the agency shall be permitted to remove all its devices, equipment and manpower which may have been placed at premises from the time to time.

Article V
INDEMNITY

- 5.1 "THE SERVICE PROVIDER" 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 SERVICE PROVIDER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SERVICE PROVIDER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA

Article VI
NOTICE

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

Article VII
INTEGRITY PACT

- 7.1 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).
- 7.2 Without limiting the generality of the forgoing the M/s Pakistan Fire & Fumigation Services 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

7.3 M/s Pakistan Fire & Fumigation Services 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.

7.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Pakistan Fire & Fumigation Services 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 Pakistan Fire & Fumigation Services as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article VIII
MISCELLANEOUS

8.1 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.

8.2 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.

8.3 The validity of the contract will be effective from the date of issue of Work Order.

8.4 All terms and conditions of tender vide # Maint/01/17-18 will be the integral part of this agreement and can't be revoked.

8.5 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Repeat Order.

8.6 This agreement would be extendable for another ONE year with mutual consent.

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 Shabbir
Aamer Shabbir
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA)
Karachi, Pakistan

CNIC # _____

Address: _____

G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi

WITNESS:

1. Muhammad

Shahid Chishti

CNIC # 42501-5768735-5

Address: Karachi

M/s Pakistan Fire & Fumigation Services
NAME: Muhammad Asif

CNIC # 423019760823-3

Address: 130/P Block # 2 PECHS,
Karachi.

Address: 44, Jumani Arcade,
Main University Road Block-14,
Gulshan-e-Iqbal, Karachi

2. M. Sohail Khan
M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan

CNIC # _____

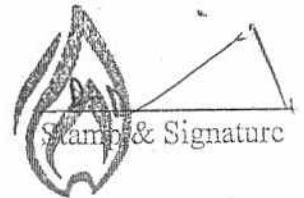
Address: _____

3. Bill of Quantity

Refilling of Fire Extinguishers
(Running Rate for one year)

Sr. #	Description	Expected Quantity in the year	Rate	Amount
1	DCP Fire Extinguisher Cylinder Size: 6 Kgs	150 Cylinders	390/- Pkty	58,500/-
2	CO ₂ Fire Extinguisher Cylinder Size: 6 Kgs	75 Cylinders	660/- Pkty	49,500/-
3	Halotron Fire Extinguisher Cylinder Size: 6 Kgs	100 Cylinders	4800/- Pkty	480,000/-
4	AFFF Fire Extinguisher Cylinder Size: 9 Kgs	10 Cylinders	4050/- Pkty	40500/-
5	AFFF Fire Extinguisher Cylinder Size: 50 Kgs	5 Cylinders	2250/- Pkty	11,250/-
Total				603,300/-
17% GST				102,561/-
Total Amount				705,861/-

Total Amount Rupees (in words) Seven lac five thousand eight-
-hundred Sixty ^{one} only



PFFS
Pakistan Fire & Fumigation Services

212

[Signature]
MEMBER
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACHI
Syed Saadul
Manager Finance
IBA

[Signature]
DR. Rameez Khawid
Assistant Professor
IBA

[Signature]
CHAIRMAN
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACHI
Harris Qureshi
PPRA Advisor
HES