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 ODG AS 12 ATION TO DEPT.	H.E.J RESEARCH INSTITUTE OF CHEMISTRY	
l)	NAME OF THE ORGANIZATION DEPTT. PROVINCIAL / LOCAL GOVT: OTHER	PROVINCIAL GOVERNMENT (AUTONOMOUS BODY)	
2) 3)	TITLE OF CONTRACT	CONSULTANCY OF ERP SYSTEM IMPLEMENTATION	
3) 41	TENDER NUMBER	ICCBS/HEJ/PRF_14619/ERP-CON-061217 (2nd Time)	
5)	BRIEF DESCRIPTION OF CONTRACT	CONSULTANY SERVICES ONLY	
6)	FORUM THAT APPROVED THE SCHEME	DIRECTOR, H.E. J	
7)	TENDER ESTIMATED VALUE	ABOVE 1 0 MILLION	
8)	ENGINEER'S ESTIMATE (For civil works only)	N.A	
9)	ESTIMATED COMPLETION PERIOD (AS PI	ER CONTRACT) CONSULTANY SERVICES ONLY	
10)	TENDER OPENED ON (DATE & TIME)	13.02.2018 ON 12:00 P.M	
11)	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)) THREE (03) Nos	
121	NUMBER OF BIDS RECEIVED	THREE (03) Nos	
		TIME OF OPENING OF BIDS THREE (03) Nos.	
) BID EVALUATION REPORT (Enclose a copy)		
15)	NAME AND ADDRESS OF THE SUCCESSF	UL BIDDER (IE	
16)	CONTRACT AWARD PRICE	11,300,000.00 (Incl. Taxes)	
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1%, 2%), 3% EVALUATION BID).	VALUATION REPORT	
	(Ref (2-13 EVALUATION DIO).	1ST EVALUATED LOWEST	
18)	METHOD OF PROCUREMENT USED : - (Ti	ck one)	
	a) SINGLE STAGE - ONE ENVELOPE	PROCEDURE Domestic Local	
	b) SINGLE STAGE – TWO ENVELOPE	E PROCEDURE YES	
	c) TWO STAGE BIDDING PROCEDURE		
	d) TWO STAGE TWO ENVELOPE BIDDING PROCEDURE		
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTIN	METHOD OF PROCUREMENT WAS ADOPTED G ETC WITH BRIEF REASONS	

		i	FE JIRESEARCH INSTITUTE OF CHEMISTRY
19) APPE	ROVING AUTHORELY FOR AWARD OF CONTR	ACT	
20) WHI:	THER THE PROCUREMENT WAS INCLUDED I	N AN	SUAL PROCUREMENT PLAN?
21) ADV	FRTISEMENT :		105 11 4 1.30
i)	SPPRA Website (If yes, give dute and SPPRA Identification No.)	Yes	35368
ii)	News Papers (If yes, give names of newspapers and dates)	No Yes	Advertisement : 19.11 2017 Corrigendum : 05 12,2017
		No	
22) NATU	CRE OF CONTRACT		✓ Int.
WAS	THER QUALIFICATION CRITERIA INCLUDED IN BIDDING / TENDER DOCUMEN s, enclose a copy)	T S ?	Yes / No
WAS	THER BID EVALUATION CRITERIA INCLUDED IN BIDDING - TENDER DOCUMEN s, enclose a copy)	TS?	Yes No V
	THER APPROVAL OF COMPETENT AUTHORITHOD OTHER THAN OPEN COMPETITIVE BIDD		S OBTAINED FOR USING A Yes No V
26) WAS	BID SECURITY OBTAINED FROM ALL THE BI	IDDER	Yes V No
	THER THE SUCCESSFUL BID WAS LOWEST E BEST EVALUATED BID (in case of Consultancies		ATED Yes V No
	THER THE SUCCESSFUL BIDDER WAS TECHN PLIAN1?	MCAL	LY Yes V No
	THER NAMES OF THE BIDDERS AND THEIR TIME OF OPENING OF BIDS?	QUOT	TED PRICES WERE READ OUT AT
	THER EVALUATION REPORT GIVEN TO TRACT?	BIDD	ERS BEFORE THE AWARD OF
	ch copy of the bid evaluation report)		Yes No 🗸

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes !
	No No
32) ANY DEVIATION FROM SPECIFICATIONS GIV (If yes, give details)	TEN IN THE TENDER NOTICE DOCUMENTS
	Yes
33) WAS THE EXTENSION MADE IN RESPONSE T	NI 2
(If yes, give reasons)	Yes
	No No
34) DEVIATION FROM QUALITICATION CRITERIA (If yes, give detailed reasons.)	\
SOWAS TEASSURED BY THE PROCURING AG BLACK LISTED?	ENCY THAT THE SELECTED TERM IS NOT YES V No. 1
36) WAS A VISIT MADE BY ANY OFFICER OFFIC SUPPLIER'S PREMISES IN CONNECTION WIL BE ASCERTAINED RUGARDING LINANCING C (It yes, enclose a copy)	HATHE PROCUREMENTS IF SO, DEFAILS TO
375 WERE PROPER SAFEGUARDS PROVIDED OF THE CONTRACT (BANK GUARANTEE LTC.)?	N MOBILIZATION ADVANCE PAYMENT IN Yes No V
(8) SPECIAL CONDITIONS, IF ANY (It yes, give Brief Description)	Yes
39)Date of Award of Contract: 10/04.2018	
Signature & Official Stamp of Authorized Officer	
Sr. Professo OFFICE USE ONLY H.E.J. Research in	

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

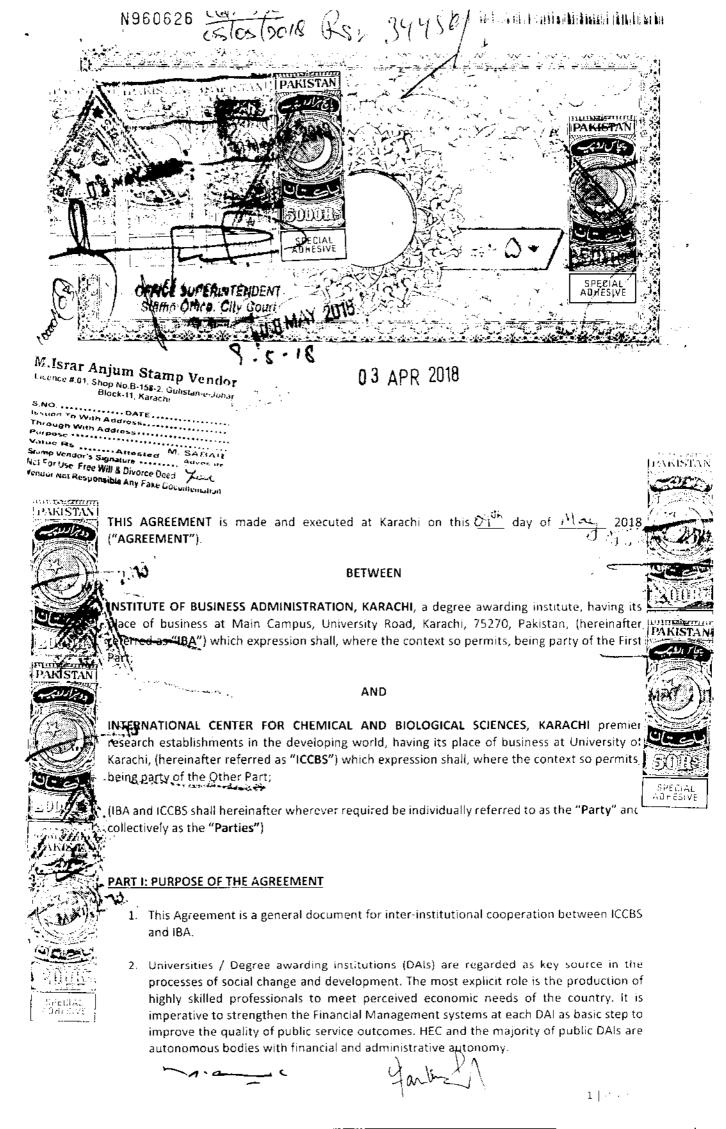
AGREEMENT

Between

INSTITUTE OF BUSINESS ADMINISTRATION - KARACHI

&

INTERNATIONAL CENTER FOR CHEMICAL AND BIOLOGICAL SCIENCES - KARACHI



PART XIV: DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 29. The agreement shall be governed and construed in accordance with the laws of Pakistan and the courts of competent jurisdiction in Karachi shall have exclusive authority to adjudicate on matters arising out of or in connection with this agreement. The Parties shall cooperate mutually to resolve any disputes and clarify misunderstandings by collaboration and discussion. Any disputes in relation to this agreement which have to be resolved through judicial channels in accordance with the laws of the country where disputes happen.
- 30. If the Parties cannot settle the dispute amicably, the dispute shall be referred to Arbitration in accordance with the Arbitration Act, 1940 and any applicable rules made thereunder for the time being in force, for the equitable decision of the two joint arbitrators, one to be appointed by each of the Parties, and failing agreement between the arbitrators, to the decision of the Umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the Umpire, as the case may be, shall be final and binding on all the Parties. The venue of the arbitration shall be Karachi and the arbitration shall be conducted in English Language.
- 31. IN WITNESS WHEREOF, the Parties to this Agreement through their duly authorized representatives have executed this Agreement on the day and date set out above, and certify that they have read, understood, and agreed to the terms and conditions of this agreement as set forth herein:

Institute of Business Administration. International Center for Chemical and Biological

For

Karachi:	Sciences, Karachi:
Mul	
Moeid Sultani	Dr. Shakil Ahmed
Director Finance	International Center for Chemical and Biological
IBA Karachi	Sciences, University of Karachi
CNIC: 42101-8957912-5	CNIC: 42501-1384381-9
Dr. Farrukh Iqbal Dean and Director Institute of Business Administration Karachi Date:	Director Director Director Contain and Biological Sciences Contain and Contain and Contain and Biological Sciences Contain and Contai
Karachi	Signatures, University of Karachi Olivers
Date: LAC	Date:
	

PART VII: PENALTY

20. In case of failure in completion of assignment in given time-frame (Ref: Clause 14, Part V), penalty @ 2% per month will be imposed on the value of left-over deliverables / tasks. However, penalty amount shall not exceed 10% of the remaining work.

PART VIII: TERMINATION AND AMENDMENT

- 21. This agreement shall remain in force for three years from the date of confirmation of work order by both parties. If there is a need, the period may be extended to further six months as a grace period subject to mutual consent of both parties.
- 22. This agreement may also be amended by exchange of letters between the two institutions. Such amendments, after formal approval by both institutions, shall become part of this Agreement as addendum.

PART IX: CONFIDENTIALITY

23. Each Party undertakes to ensure that its employees, agents, contractors and sub-contractors shall keep confidential all information of a confidential nature (whether written or oral) concerning this agreement and the business affairs of the Parties that it shall have obtained or received as a result of the discussions leading up to or entering into or performance of this agreement (the "Confidential Information").

PART X: FORCE MAJEURE

- 24. NEITHER Party hereto shall be deemed to be in breach of this agreement for any failure or delay in the performance of this agreement if it is due to any event beyond its reasonable control including (but not limited to) acts of God, war, fire, flood and national emergencies ("Force Majeure Event") and the Party so delayed shall be entitled to a reasonable extension of time for performing such obligations.
- 25. However, if either Party is unable to perform its obligations under this agreement after the extension period has been granted, this agreement shall stand terminated and the non-performing Party shall not be held liable for non-performance or delay caused by any Force Majeure Event.

PART XI: EXCLUSIVITY

26. IBA and ICCBS shall not assign or transfer all or part of or any of its rights or obligations under this agreement to any third party(ies) without the consent of the other party.

PART XII: ENTIRETY OF AGREEMENT

27. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral with the exception of Terms and Conditions mentioned in the RFP Documents.

PART XIII: SEVERABILITY

28. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

19. PAYMENT DETAILS:

Description	FEE in PKR
Capacity Building of Project Team	541,196
Accounting Policies and Procedures	242,471
Financial Policies and Procedures	885,020
Conversion of basis of accounting (Existing to Accrual Based)	2,424,713
Completion of Fixed Assets Register	1,163,862
Estimation of liabilities towards Employees Retirement End Benefits	285,146
Preparation of first complete set of Financial Statements compliant with the IFRS / IPSAS	395,713
Supervision in selection of ERP developing firm for the development of new system duly approved by PA	300,000
Business Process Re-engineering — 'AS IS (Requirement gathering)' and 'TO BE (Solution Design)'	2,025,120
Supervision during Implementation of ERP Modules till completion	1,736,759
Sub-Total	PKR 10,000,000
Add: 13% Sales Tax on Services	PKR 1,300,000
Total	PKR 11,300,000

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PART V: TIME FRAME

- 14. The project implementation is expected to be completed in thirty-six (36) months plus six (06) months of grace period, subject to mutual consent of both parties, from the award of this project.
- 15. The critical success factor (CSF) will be full dedication towards the job of IBA Project Team as well as full extended cooperation from ICCBS staff with a trust that the essential records, documentation and other information required in connection with this engagement will be made available to the project team by the ICCBS at the earliest possible time.
- 16. If the Agreement or encounters conditions impeding timely performance of any of the obligations, at any time, the IBA shall, by the written notice served on the ICCBS promptly indicating the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the ICCBS shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the IBA, extend the Agreement's time for performance of its obligations under the Agreement.

PART VI: FEES AND ITS PAYMENT

- 17. Project consultancy fee is Rs. 10,000,000/- (Rupees Ten Million Only) excluding all taxes and the following:
 - a) Software Licensing & Configuration Cost
 - b) Additional Human Resource Cost
 - c) Actuarial Valuation Cost
 - d) Fixed Assets Valuation from third party (If required)
 - e) IT related Technical Support and Hardware Cost
- 18. The initial payment of 10% will be made upon signing of this agreement. Remaining 90% balance against each task of the project will be paid upon completion of that task. (Refer payment details below)



PART III: AREAS OF COOPERATION

- 11. ICCBS intends to acquire consultancy services of IBA, therefore, IBA will provide its services to ICCBS in the following deliverables to attain reasonable level of financial management systems at ICCBS: -
 - A. Capacity Building of Institute Team (the "Project Team") responsible for this project.
 - B. Accounting Policies and Procedures.
 - C. Financial Policies and Procedures.
 - D. Conversion of Basis of Accounting. (Existing to Accrual Based)
 - E. Completion of Fixed Assets Register.
 - F. Estimation of Liabilities towards Employees Retirement End Benefits.
 - G. Preparation of first complete set of Financial Statements compliant with the IFRS / IPSAS.
 - H. Supervision in selection of ERP developing firm for the development of new Financial System dully approved by the ICCBS.
 - Business Process Reengineering 'AS IS (Requirement gathering)' and 'TO BE (Solution Design)'.
 - J. Supervision during implementation of ERP Financial Modules till completion.
- 12. Following will be the Project Team Leaders from each side essential for smooth flow of project activities and effective coordination:

On behalf of ICCBS:

Dr. Shakil Ahmed - Project Coordinator International Center for Chemical and Biological Sciences, University of Karachi Phone: 021-34824906, Ceil: - 0332-8261355, e-mail: shakilhej@yahoo.com

On behalf of IBA:

Moeid Sultan - Project Director
Institute of Business Administration, Karachi

Phone: +92 21 9926 1532 Cell:- 03012522552 e-mail: msultan@iba.edu.pk

PART IV: DELIVERABLES

- 13. Following will be the deliverables of the project: -
 - A. General Ledger for the financial year 2018-19 following double entry / accrual based accounting system;
 - B. Financial Statements for the financial year 2018-19 in accordance with approved accounting standards as applicable in Pakistan;
 - C. Accounting Manual Policies and Procedures
 - D. Finance Manual Policies and Procedures
 - E. Fixed Assets Register along with tagging on each fixed assets.
 - F. Earmarked liabilities for each type of employee benefits (if applicable) Provident, Pension, Grafulty and Leave Compensated Absences
 - G. Conduct training workshop for ICBS Relevant Staff on Strengthening of Financial Management Systems.
 - H. Prepare TORs and engagement developing firm as per prevailing rules for the implementation of ERP.
 - 1. Supervision of implementation of ERP financial modules

Gall 21

- 3. Strengthening of financial management systems will lead to merits such as fiscal sustainability and budget management, improved operational management linked with performance, consideration for value for money while incurring expenses, improved governance, ensuring transparency and accountability, proper risk management, implementation of internal controls and compliance with the applicable laws and regulations. So, good financial management is responsible for not only protecting, developing, using resources, pushing and maintaining economic growth and increasing income, but also managing effectively and efficiently all national resources.
- 4. The purpose of this agreement is "Strengthening Financial Systems at HEJ Research Institute of Chemistry, ICCBS" to the extent herein after referred in this agreement.

PART II: INTRODUCTION OF EACH PARTNER

- 5. ICCBS is one of premier research establishments in the developing world. Its reputation for scientific research and training extends far beyond the country's borders. ICCBS emerged from generous support of private sector, and sustained by the governments grants. In the last 51 years ICCBS has earned major recognition from Pakistan, apart from training thousands of young researchers from home and abroad in frontiers areas of science and technology.
- 6. Institutional development is an ongoing process without which scientific establishments cannot sustain the rigor and quality of frontier research. Husein Ebrahim Jamal Research Institute of Chemistry, ICCBS during the last five decades has achieved a number of milestones and remains at the pinnacle of excellence and sustained growth.
- 7. IBA is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the world famous Wharton School of Finance, University of Pennsylvania ("Wharton"); later, the University of Southern California ("USC") set up various facilities at the Institute and several prominent American professors were assigned to the IBA. IBA has zealously guarded the high standards and academic traditions it had inherited from Wharton and USC while adapting and adjusting them with the passage of time.
- 8. IBA's vision is to become a World-Class Business School for leadership and innovation in management. The faculty, staff, students and members of the industry work together to achieve learning goals. IBA encourages its students as well as faculty / management to develop a global perspective and to apply their knowledge and practices towards finding the solutions of local problems.
- 9. IBA has developed a Management pool that has been trained, groomed and well prepared with problem solving attitude. Various training courses have been conducted for management team that has exposed them to develop skills including decision making, interface with clients, assuming responsibility and resolving problems.
- 10. The IBA's Finance team has been playing a rev role in developing and maintaining adequate financial management system hey possess hands-on experience in maintaining adequate financial assignments within the academic / university environment. The team comprised professionally qualified finance experts including Chartered Accountant from one of the International top firm, Cost and Management Accountants, MBAs and many other valued degrees' holders on the list.

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May 2

International Center for Chemical and Biological Sciences

ILE.J. RESEARCH INSTITUTE OF CHEMISTRY

THIRD WORLD CENTER FOR CHEMICAL SCIENCES

DR. PANJWANI CENTER FOR MOLECULAR MEDICINES & DRUG RESEARCH

University of Karachi, Karachi-75270, Pakistan

PURCHASE ORDER / WORK ORDER

P.O. No.	14619	Date:	10.04.2018
Messors:	INSTITUE OF BU	SINESS ADMINISTRATION - KARACHI	<u>-</u>
Ref: Your	Quotation No.	Our Tender Notice No. ICCBS/HEI/PRF_14619/ERP-CON-061217 (2ND TIM	4E)
Subject:	Consultancy Serv	ices for Strengthening Financial Management System	
Please su	poly the following a	rticles to the institute.	

S. Xu.	PARTICULARS	JOB	Amount Rs.	Ps.
1.	Consultancy Services for Strengthening Financial Management System	1 Job (Duration 36 Months)		
	* Capacity Building of Project Tourn. * Accounting Policies & Procedure * Emancial Policies & Procedure * Conversion of Basis of Accounting (Existing to Accrual Based) * Completion of Fixed Assets Register * Estimation of Liabilities towards Employees Pletrement End Benefits * Preparation of First Complete Set of Financial Statements compliant with IFRS / IPSAS * Supervision in Suicidial of ERP Pevoloping Pirm for the Development of New System andy approved by the Property * Business Process Re-Engineering * "IS IS (requirement gathering)" and "TO BE (Solution Design)" * Supervision during Implementation of ERP Module till Completion		541,193 242,471 885,020 2,424,713 1,163,862 285,148 395,713 300,000 2,025,120 1,736,759	
	ADD 13% Servicu Sales Tax		1,300,000	
	E. & O.E.	TOTAL	11.300,00	ַ

(Rupees) Riviews Eleven Million Three Hundred Thousand Only

Note.

- 1) Kindly acknowledge the receipt of Work Order witidin 74 hours positively.
- 2) The Job / Assignment will be carried out as per Terms & Conditions, mentioned in RFP Documents.
- 3) In case of failure incompletin of assignmet in given time-frame (os per REP) penalty @ 2% per month will be imposed on the value of left-over deliverables / tasks. However, the penalty amount shall not exceed 10% of the remaining work.
- 4) Please submit your bills / invoice in duplicate for payment.









Lite Later Militage Consideration

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International Contents of manifold and biological Sciences
University of Managed
Anarodo.

Subject grant flid videling

Dear Dr. Ighal,

mindly reter to your "frend in notice not $100 \times 100 \times 1000 \times 10$

We would apprountly your Tooper along

dest regards,

Impeld Sultan Director Project



Institute of **Business Administration** 蠶 Karachi

Leadership and Ideas for Tomorrow

Karakhi, Di	Orienta (1900)		311 cm
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are the interpretable of the reposition for each stating services for Consultancy Services required for Strengthening Financial Management System at the International Center for Chemical and Biological Sciences, University of Karachi,

Strange with Van Kennest for Preposal dated November 20, 2017 and our Proposal. We are screen supportfring our proposal, which ractinies Technical Proposal, and this Firancial the result series funder a separate envelop-

or than the last at Propose against for the Darwing.

For 2.B: CURRENT SYSTEM STUDY, PROPOSE CHANGES AND DETAILED DESIGN WITH SUPERVISION OF THE FOLLOWING TASKS (SEE TERMS OF REFERENCE #2.B.1)

5 No.	ltem	Unit	Rate (Excl. all taxes*)
:	Advance Payment (as per Government rules)	10% of Project Cost	Rs. 1,000,006,00
	The name has not will be paid in line with the state of a control of partial ed at the in-	790 at Properties	Rs. Gennalin (a)
	Total Value	100% of	Rs. 10,000,000.00

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FINANCIAL CONSULTANCY (ICCBS)

' Description	Months	FEE in PKR (Excluding all taxes*)
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10,000,000

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Following Cost are not included in above quoted proposal

- Software Licensing & Configuration Cost
- Alchhonal Human Resource Cost
- 3) burned Valention Cost
- Fixed Assets Valuation from third party (If required)
 Listed Technique Support & Hardware Cost

FORMES MENEY PAYORDER ACREADY SUBMITTED

J-30