## SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

### CONTRACT EVALUATION FORM

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

1)	AME OF THE ORGANIZATION / DEPTT. Institute of Businoss Administration, Karachi				
2)	PROVINCIAL/LOCAL GOVT/OTHER	Local Govt			
3)	TITLE OF CONTRACT	Goods			
4)	TENDER NUMBER	Tondor # ME/21/17-18			
5)	BRIEF DESCRIPTION OF CONTRACT	Supply of Energy Meters			
6)	FORUM THAT APPROVED THE SCHEME	Procurement Committee			
7)	TENDER ESTIMATED VALUE	Rs.225,000/-			
8)	ENGINEER'S ESTIMATE (For civil works only)	NA			
9)	ESTIMATED COMPLETION PERIOD (AS P.	ER CONTRACT) 1 Month			
10)	TENDER OPENED ON (DATE & TIME)	February 26, 2018 (3:30 pm)			
II)					
(2)	NUMBER OF BIDS RECEIVED	TWO			
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS ONE			
	BID EVALUATION REPORT (Enclose a copy)	Copy Enclosed			
15)	NAME AND ADDRESS OF THE SUCCESSE	UL BIDDER M/s S. M. Saecd & Brothers			
16)	CONTRACT AWARD PRICE	Rs.299,520/-			
17)	RANKING OF SUCCESSFUL BIDDER IN EX (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID).	/ALUATION REPORT (1) M/s S. M. Saeed & Brothers (2) M/s Faisal Trading Corporation			
18)	METHOD OF PROCUREMENT USED: - (Tic	ck one)			
	a) SINGLE STAGE ONE ENVELOPE	PROCEDURE Domostic/Local			
	b) SINGLE STAGE: TWO ENVELOPE	PROCEDURE Domestic			
	e) TWO STAGE BIDDING PROCEDUR	WE			
	d) TWO STAGE: TWO ENVELOPE BI	IDDING PROCEDURE			
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT; ONTRACTING	METHOD OF PROCUREMENT WAS ADOPTED i.e. TETC. WITH BRIEF REASONS:			

20) V	WHETI	IER THE PROCUREMENT WAS INCLUDED I	N AN:	NUAL PROCUREMENT PLAN?
				Yes / No
21) /	ADVER	CTISEMENT:		,
i)	)	SPPRA Website (If yes, give date and SPPRA Identification No.)	Yes	May 04, 2018 and SPPRA ID # 1585/2018
			No	
ii	i)	News Papers (If yes, give names of newspapers and dates)	Yes	
			No	
<b>2</b> 2) N	NATUR	E OF CONTRACT		Demonstrate Int.
Ŋ	VAS IN	IER QUALIFICATION CRITERIA ICLUDED IN BIDDING / TENDER DOCUMEN enclose a copy)	TS?	Yes No 🗸
W	VASIN	IER BID EVALUATION CRITERIA ICLUDED IN BIDDING / TENDER DOCUMEN enclose a copy)	TS?	Yes No V
?5) W M	VПЕТП ИЕТНО	IER APPROVAL OF COMPETENT AUTHORIT ID OTHER THAN OPEN COMPETITIVE BIDDI	Y WA ING?	S OBTAINED FOR USING A  Yes   V   No
26) W	VAS BI	D SECURITY OBTAINED FROM ALL THE BI	DDER	S? Yes V No
27) W Bi	VHETH HD / Bi	ER THE SUCCESSFUL BID WAS LOWEST EXEST EVALUATED BID (in case of Consultancies	/ALU/ )	ATED Yes / No
	ИПЕТП ОМРГ,	ER THE SUCCESSFU+, BIDDER WAS TECHN IANT?	ICALI	Yes V No
		ER NAMES OF THE BIDDERS AND THEIR ( HE OF OPENING OF BIDS?	QUOT	ED PRICES WERE READ OUT AT  Yes   V   No
	ZHETH ONTR	ER EVALUATION REPORT GIVEN TO I	BIDDE	ERS BEFORE THE AWARD OF
(A	\ttach c	opy of the bid evaluation report)		Yes V No

31) ANY COMPLAINTS RECI	(IVED	Yes
		No No
32) ANY DEVIATION FROM	SPECIFICATIONS GIVEN I	N THE TENDER NOTICE / DOCUMENTS
(If yes, give details)		Yes
		No V
33) WAS THE EXTENSION M (If yes, give reasons)	ADE IN RESPONSE TIME?	Yes
		No
34) DEVIATION FROM QUAL (If yes, give detailed reasons	JFICATION CRITERIA .)	Yes
	•	No .
35) WAS IT ASSURED BY T BLACK LISTED?	HE PROCURING AGENCY	Y THAT THE SELECTED FIRM IS NOT Yes V No
SUPPLIER'S PREMISES IN	ANY OFFICER/OFFICIAL ON CONNECTION WITH THE RDING FINANCING OF VIS	OF THE PROCURING AGENCY TO THE E PROCUREMENT? IF SO, DETAILS TO SIT, IF ABROAD:  Yes No V
37) WERE PROPER SAFEGUA THE CONTRACT (BANK C	ARDS PROVIDED ON MO BUARANTEE ETC.)?	BILIZATION ADVANCE PAYMENT IN  Yes V No 1
38) SPECIAL CONDITIONS, IF (If yes, give Brief Description		Yes
		No
Signature & Official Stamp of Authorized Officer		
	Aamer Shahb Wing Commander (	Sbir Reid)

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

Print Save Reset

### **Bid Evaluation Report**

1. Name of Procuring Agency: Institute of Business Administration, Karachi
2. Tender Reference No: Tender # ME/21/17-18
3. Tender Description/Name of work/item: Tender for Supply of Electric Meters
4. Method of Procurement: Single Stage One Envelope
5. Tender Published: January 21, 2018 on IBA website & SPPRA web site Serial # 36526  Print & Electronic Media (SPPRA ID No. & News papers names with dates)
6. Total Bid documents Sold; 02 Companies 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: <u>February 26, 2018</u>

### 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	i ""	3	4	5	6
1.	M/s S. M. Saced & Brothers	Rs.222,300.00 (Option-1) Rs.299,520.00 (Option-II)	Responsive Bidder	225,000.00	Accepted responsive Comparative attach	bidder. ve sheet
2.	M/s Paisal Trading Corporation	Rs.199,368.00 (Option-I) Rs. NQ (Option-II)	2 <sup>nd</sup> Bidder			·

1. Procurement Committee meeting held on March 29, 2018, recommended to select Option-II, "Energy Meters with GSM Remote Monitoring" and award the Purchase Order to the responsive bidder to M/s S. M. Saeed & Brothers at Rs. 299,520.00 (inclusive of GST)

2. The Market Survey was conducted in accordance with SPPRule-48 and the quoted bid was found to be competitive with market price.

 The lowest evaluated and qualified bidder is M/s S. M. S. M. Saeed & Brothers on selected option-II "Energy Meters with GSM Remote Monitoring" at Rs. 299,520.00 (inclusive of GST)

Signatures of the Central Purchase Committee, Members

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**LIST OF BUYERS** 

Tender # ME/21/17-18

Caption: Supply of Electric Meters

Number of Tender Documents Sold: 02

Sr#	List of Buyers
1.	M/s.Faisal Trading Corporation
2.	M/s S.M Saeed & Brothers





# Institute of Business Administration

Karachi

Leadership and Ideas for Tomorrow

IBA Karachi IBA MAIN CAMPUS KARACHI Pakistan

Supplier: E00028 S.M. Saeed Karachi Karachi Pakistan

## Purchase Order

Approval Status: Approved Issue Date Purchase Order 11, May, 2018 IBA-0000000485 Ship Via Payment Terms ROAD 30 Days Currency Phone Buyer +922138104700 PKR Purchase Department Ext 2150, 2152, 2112 Requestor Department Administration

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	LT TYPE ENERGY METER LT TYPE TOU POLY PHASE COMPLETELY SOLID STATE ENERGY METER, 3-PHASE, 4-WIRE, 3-ELEMENT, 3X230/400 VOLTS, 3 X 5/10 AMPS, CT OPERATED 50 HZ. ACCURACY CLASS 1.0 A (METER PROGRAMMED AS PER K- ELECTRIC SPECIFICATION) ENERGY METER WITH GSM REMOTE MONITORING	6.00 EA	22000.00	132000	22-Mey-!
2	DIGITAL 3 PHASE ENERGY METER DIGITAL 3-PHASE 3-ELEMENT 4-WIRE WHOLE CURRENT ENERGY METER 10/100 AMPS, 230/400 VOL 7-50 HZ. WITH MULTI RATE TARIFF (TOD), MODEL # EM3-407 (METER PROGRAMMED AS PER K- ELECTRIC SPECIFICATION) ENERGY METER WITH GSM REMOTE MONITORING	3.00 EA	30000.00	90000	22-May-1
3	STATIS SINGLE PHASE ENERGY METER STATIC SINGLE PHASE WHOLE CURRENT ENERGY METER 10/40 AMPS, 240 V, 10/40 AMPS, 50 HZ, ACCURACY CLASS-1.0 DULY HOUSED IN POLY CARBONATE COVER. (METER PROGRAMMED AS PER K- ELECTRIC SPECIFICATION) ENERGY METER WITH GSM REMOTE MONITORING	5,00 EA	6800.0 <b>0</b>	34000	22-May-

Total: 256000.00

**GST:** 43520.00

Total PO Amount: 299520,00

Amount in Words: Two Lakh Ninety Nine Thousand Five Hundred

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### Purchase Order

. S.	Item / Description	Qty.	PA Prica	Extended	Delivery
No.	Specification	(UOM)	PO Price	Amount	Date
			<u></u>	Twenty Only.	•

### Terms & Conditions:

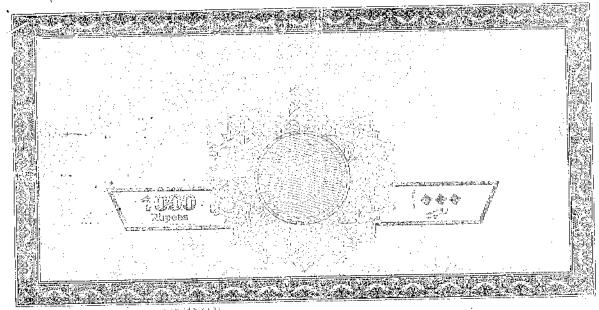
- 1. Material of this order is subject to final inspection at the time of delivery.
- 2. We reserve the right to cancel any or all the above items if material is not in accordance with our specification or if the delivery is delayed.
- 3. Payment will be made through crossed cheque after the receipt 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.
- 8. Competent Authority reserves the right to change / after / 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 leyied accordingly.

Senjor Manager Purchase & Stores

General Manager Administration

1/1/4/11/18



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050077

### AGREEMENT

#### BETWEEN

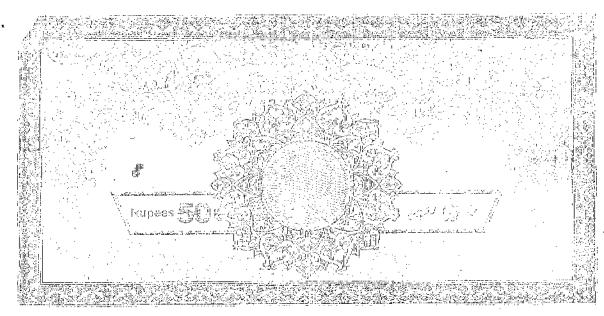
M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Road, Karnehi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of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

#### AND

ivi/s S. M. Saeed & Brothers, having its office at # S. 10, Noman Areade Block-14, Guishan-e-Eqbel, 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 Wr. S. M. Saeed, holding CNIC No. 42000-0514292-3 on the SECOND PART.

WITEREAS "IBA" intends to obtain Supply of Energy Meler with GSM Remote Monitoring vide tender # ME/18/17-18 for the Supply of Energy Meter with GSM Remote Monitoring (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply of Energy Meter with GSM Remote Monitoring" and "THE SUPPLIER" have offered to render all kind of Supply of Energy Meter with GSM Remote Monitoring (including but not limited to the "Supply of Energy Meter with GSM Remote Monitoring" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

KOW IT IS MERCEY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:



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#### WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Supply of Energy Meter with GSM Remote Monitoring" discussions in respect of the same with "IBA" before the determination of Scope of Supply of Energy Meter with GSM Remote Monitoring to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Supply of Energy Meter with GSM Remote Monitoring, "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

# Article I: DUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Supply of Energy Meter with GSM Remote Monitoring", discussions with "iBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Supply of Energy Meter with GSM Remote Monitoring to "(BA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their work with Sr. Manager Procurement & Stores, of the "fBA" who will assist "THE SUPPLIER" in supervision of proposed Supply of Energy Meter with GSM Remote Monitoring.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Read, Karachi as & when required with prior appointment.
- 1.5 All logistic charges will be borde by "TEE SUPPLIER".



- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of Supply of Energy Meter with GSM Remote Monitoring in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending—the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery 15 days after approval of samples.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "THE SUPPLLIER", will provide all required/necessary corpenter(s) / inbor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # ME/21/17-18.

#### Article III REMUNERATION

3.1 The cost offered by the Supplier is Rs. 299,520.00 (inclusive of all taxes) Supply of Energy Meter with GSM Remote Monitoring vide tender # ME/21/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

Sr		Qty	Energy Mater with GSM Remote Monitoring (Option-II)			
# #   #	Description		Quoted: a- Make b- Model c- Origin	Rate (Hs.)	Amouni (Rs.)	
1 .	LT Type TOU Poly Phase Completely Solid State Energy Meter, 3-Phase, 4-Wire, 3-Element, 3x230/400 Volts, 3 x 5/10 Amps, CT Operated 50 Hz. Accuracy Class 1.0 A (Meter Programmed as per K-Electric   Specification) Syed Bhai (EMV) or equivalent	6	As per spees	22,400.84	132,800,00	
7	Digital 3-Phase 3-Element 4-Wire Whole Current Energy Meter 10/100 Amps, 230/400 Volt 50 Hz. With Multi Rate Tariff (TOD), Model # EM3-407 (Metet Programmed as per K-Electric Specification) Syed Bhai (EMV) or equivalent	3	As per specy	36,060,00	50,000.00	
3	Static Single Phase Whole Current Energy meter 10/40 Areps, 240 V, 10/40 Antps. 50 Hz, Accuracy Class- 1.0 duly Housed in Poly carbonate Cover. (Meter Programmed as per K-Electric Specification)	5	As per specs	6,800.00	34,960.00	

Syed Bhai (EMV) or equivalent	
Total	Rs256,000.00
17% GST	Rs43,529.00
Grand Total	Rs299,520.00

- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 25 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of Energy Meter with GSM Remote Monitoring to IBA.
- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by the party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work 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 Fax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by SUPPLIER as per SRO/Notification.

# Article IV: ARBITRATION

4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA and CEO of the company / firm / agency for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

#### 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.

# Article VI:

6.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

#### Article VII: NOTICE

7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing by courier or resistered mail.

वर्षेक्ष्मा इन्हार

#### INTEGRITY PACT

- 8.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing the M/s S. M. Saeed & Brothers, 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 S. M. Saced & Brothers, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contact, or other instrument, be stand void at the discretion of the IBA.
- 8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s S. M. Saced & Brothers, 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 equivolent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s S. M. Saced & Brothers, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

#### <u>Article IX:</u> 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 work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 9.2 Material(s) will be handed over by the "IBA" or yet the cost with authentic stamp and signature.
- 9.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 9.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 9.5 All terms and conditions of tender vide # ME/21/17-18 will be the integral part of this agreement and can't be revoked.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above. EM BEROTHEN Covernment Contractor & Supplier "BA" M/S S. M. Sacdi&Bhannayed Contracto. NAME: S. M. Attop S-10, Noman Arcust NAME: Agener Shahabir Khan Agener Shahabir Wing Commander (Reid) CNIC House and Manager Administration Institute of Business Administration (IMA). Address: Katachi, Pakiston CNIC# Address: G. M. Admin Institute of Business S-10, Noman Arcade, Administration Main Campus Black-14, Gulshan-e-labat, Karachi University Road, Karachi Passagar Purchase & Steros Traffette of feetheese feire inicos Neurocki-Pedrietras Hammad Saeed CNIC# CNIC# 42101-5663940-1 Address: Address: S-10, Noman Arcade, Block-14, Gulshan-e-Igbal, Karachi

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