

AGREEMENT

THIS AGREMENT is executed at KARACHI, on this day 19 08/2016

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 HYDER PRINTERS., having its office at 5-C, 5/22, Nazimabad, Karachi-74600, hereinafter referred to as "THE PRINTERS" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. ABDUL HAMEED BUTT, holding CNIC No. 42101-8696685-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain printing items on exclusive basis with the work as per conceptual specimen (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" or as "Printing Items" and "THE PRINTERS" have offered to render all kind of printing services (including but not limited to the "Printing Items" of the proposed printing work up to the satisfaction & handing over the material(s) 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:

WITNESSETH

"IBA" hereby offer to appoint "THE PRINTERS" as their official Printers for the specific purpose of "Printing Items" discussions in respect of the same with "IBA" before the determination of Scope of Work & Preliminary Layout, Formatting, Layout, Dummy making, Preparing Printing material to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for printing. "THE PRINTERS" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

DUTIES & SCOPE OF WORK & AGREEMENT

1.1 This Agreement includes, the "Printing Items", discussions with "IBA". The description/BoQ is appended below:

S.#	Specification	Qty	Rate	Amount
1	Answer Examination Copy "T" High finish 68gsm (approx) 13.5" x 16.50" (open size) 13.5" x 8.25" (closed size) 02 pin centre binding, 1+1 color printing 12 pages in each Examination Copy "T" 100 copies in each packet Kindly Note: Every Examination Copy "T" has different serial number	16000 copies	4.02	64,274.00
2	Quiz Paper High finish 68gsm (approx) local offset 13.5" x 8.25" (closed size) 1+1 color printing 500 Sheets Per Packet As per Sample	24 Packets	448.72	10,770.00
3/2/2	I.D. Card Ribbon Maroon Color with printing of IBA Logo and clips (best quality) Packing: 50 strips in polythen bag Sample available at Purchase Office Total	850 ribbons	14.10	11,988.00
37	17% GST			7,032.00 1,795.44
1	Total Amount			1.827.44

- 1.3 "THE PRINTERS" agrees to provide any/all kind of printing items to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.4 "THE PRINTERS" will coordinate their work with Manager Purchase & Stores, of the "IBA" who will assist "THE PRINTERS" in supervision of proposed printing work.
- 1.5 "THE PRINTER" 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.
- 1.6 "THE PRINTER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.7 All logistic charges will be borne by "THE PRINTER".

Article II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE PRINTERS" will discuss with "IBA" before the determination of scope of work & Preliminary layout. Further provide the Printing material to illustrate the schematic design & idea to suitable scale with any/all other relevant details for presentation to "IBA".
- 2.2 "THE PRINTERS" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of Printing Work in accordance with the Description & Specification.
- 2.3 "THE PRINTERS" hereby agree and acknowledge the acceptance of attending the meetings with the Manager Purchase & Stores "IBA" as & when required.
- 2.4 "THE PRINTER" 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.
- 2.5 Minimum 15 (Fifteen) working days after Final Proof Read will be required to deliver the printing items at the PRINTER'S expense.
- 2.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.7 Printer must adopt Environmental Friendly procedure and avoid the use of Toxic material used in printing works.

Article III REMUNERATION

The cost offered by the Printer is Rs. 101,827.44 (inclusive of all taxes) for printing atoms but limited to in tender vide # PS/1/16-17 variation may occurred.

- 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 Work 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 PRINTER. 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 PRINTER 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: INDEMNITY

6.1 "THE PRINTERS" 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 PRINTERS", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE PRINTERS" 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

1.1 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

- 8.2 Without limiting the generality of the forgoing the M/s Hyder Printers 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 Hyder Printers 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 Hyder Printers 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 Hyder Printers 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 Any addition & alteration(s) made in the contents as required by the contractor on proof reading or in course of the work in progress which entail extra time & labor and material on part of the printing, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After PROOF READING 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 vet the cost with authentic stamp and signature.
- 9.3 Copyright of each item shall be reserved with the "IBA".
- 9.4 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.
- 9.5 The validity of the contract will be effective from the date of issue of Work Order.
- 9.6 All terms and conditions of tender vide # PS/1/16-17 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

	and
"IBA"	HYDER PRINTERS
NAME: Capt. (Retd.) Ahmed Zaheer PN	
CNIC #	NAME: ABDUL HAMEED BUTT
Address:	CNIC # 42101-8696685-3
Registror Institut CD	Address:
Registrar, Institute of Business	5 C 5/22 NAZIMABAD
Administration Main Campus	Karachi-74600
University Road, Karachi	
M SOHAIL KHAN Manager Purchase & Stores CNIC # Institute of Business Administration Karachi-Pakistan Address:	2. <u>Man Smail</u> CNIC # 42101-7127476.3 Address: 5D-10/9 Mazimobad #5- Karachi.

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. Ka	arachi
2)	PROVINCIAL / LOCAL GOVT / OTHER	Local Govt	
3)	TITLE OF CONTRACT	Goods	
4)	TENDER NUMBER	PS/01/2016-17	
5)	BRIEF DESCRIPTION OF CONTRACT	Provide & Supply of Printing Items	
6)	FORUM THAT APPROVED THE SCHLME	Procurement Committee	
7)	TENDER ESTIMATED VALUE	Rs 150,000/-	
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)	August 5, 2016 (3:30 pm)	
	NUMBER OF TENDER DOCUMENTS SOLE (Attach list of buyers)	A STATE OF THE PERSON NAMED IN COLUMN NAMED IN	
12)	NUMBER OF BIDS RECEIVED	THREE	
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS NA	
	BID EVALUATION REPORT (Enclose a copy)	Copy Enclosed	
(5)	NAME AND ADDRESS OF THE SUCCESSFI	UL BIDDER (1) M/s Hyder Printers (2) M/s National Trade
6)	CONTRACT AWARD PRICE	Rs.116.569.44	
7)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 st , 2 nd , 3 nd EVALUATION BID).	ALUATION REPORT M/s Hyder Printers	
		M/s National Traders	
		M/s Benison Printers	
8)	METHOD OF PROCUREMENT USED - (Tic	k one)	
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE	Domestic/ Local
-	b) SINGLE STAGE – TWO ENVELOPE	PROCEDURE	Domestic
-	c) TWO STAGE BIDDING PROCEDURE	E	
(d) TWO STAGE – TWO ENVELOPE BII	DDING PROCEDURE	
	PLEASE SPECIFY IF ANY OTHER ! EMERGENCY, DIRECT CONTRACTING	METHOD OF PROCUREMENT W	AS ADOPTED is

19) APPROVING AUTHORITY FOR AWARD OF CONTR	RACT Procurement Committee
20) WHETHER THE PROCUREMENT WAS INCLUDED	
21) ADVERTISEMENT:	Yes No V
SPPRA Website (If yes, give date and SPPRA Identification No.)	Yes August 26, 2016 and SPPRAID # 1890/2016
	No
(If yes, give names of newspapers and dates)	Yes
	No V
22) NATURE OF CONTRACT	Containing Int.
23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMEN (If yes, enclose a copy)	Yes No V
24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMEN (If yes, enclose a copy)	Yes No V
25) WHETHER APPROVAL OF COMPETENT AUTHORIT METHOD OTHER THAN OPEN COMPETITIVE BIDD	IY WAS OBTAINED FOR USING A SING? Yes ✓ No
26) WAS BID SECURITY OBTAINED FROM ALL THE BI	IDDERS? Yes V No No
27) WHETHER THE SUCCESSFUL BID WAS LOWEST EV BID / BEST EVALUATED BID (in case of Consultancies	VALUATED Yes V No S
28) WHETHER THE SUCCESSFUL BIDDER WAS TECHN COMPLIANT?	AICALLY Yes V No
29) WHETHER NAMES OF THE BIDDERS AND THEIR (THE TIME OF OPENING OF BIDS?	QUOTED PRICES WERE READ OUT AT
30) WHETHER EVALUATION REPORT GIVEN TO 1 CONTRACT? (Attach copy of the bid evaluation report)	BIDDERS BEFORE THE AWARD OF

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes
	No V
 ANY DEVIATION FROM SPECIFICATIONS GIVEN IN (If yes, give details) 	THE TENDER NOTICE / DOCUMENTS
(11 year give deathla)	Yes
	No
33) WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons)	Yes
	No V
34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)	Yes
	No /
35) WAS IT ASSURED BY THE PROCURING AGENCY BLACK LISTED?	THAT THE SELECTED FIRM IS NOT Yes No
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF SUPPLIER'S PREMISES IN CONNECTION WITH THE BE ASCERTAINED REGARDING FINANCING OF VISI (If yes, enclose a copy)	PROCUREMENT? IF SO, DETAILS TO
37) WERE PROPER SAFEGUARDS PROVIDED ON MOB THE CONTRACT (BANK GUARANTEE ETC.)?	Yes V No
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes
FAMI	No MOIZ
Signature & Official Stamp of Institute of Busine	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 Save Reset

Bid Evaluation Report

1. Name of Procuring Agency: <u>Institute of Business Administration, Karachi</u>	
2. Tender Reference No: PS/1/16-17	
3. Tender Description/Name of work/item: Provide & Supply of Printing Items	
4. Method of Procurement: Single Stage Single Envelope	***
5. Tender Published: July 18, 2016 on IBA & SPPRA web sites SPPRA Serial # 29543 Print & Electronic Media (SPPRA ID No. & News papers names w	rith dates)
6. Total Bid documents Sold; 04 companies have collected Tender Documents	
7. Total Bids Received: <u>03</u>	
8. Technical Bid Opening date: (if applicable) NA (Provide details in second	eparate form
9. No. of Bid technically qualified (if applicable): NA	

12. Bid Evaluation Report:

11. Financial Bid Opening date: August 5, 2016

10. Bid(s) Rejected: NA

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 Hyder Printers	Rs.116,826.84	Lowest only in three items	Rs.150,000.00	Accepted, du in three Comparati Attach	items. ve Sheet
2.	M/s National Traders	Rs.164,097.84	Lowest only in one item		Accepted, du	
3.	M/s Benison Printers	Rs.179,622.60	3 rd Lowest			
4.						

Signatures of the Central Purchase Committee, Members

CENTRAL PURTHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACH

Syed Jehanseb Ashistant Monager

IBA

CENTRAL PURCHASE COMMITTEE INSTITUTE OF BUSINESS ADMINISTRATION

DT. Rameez Khahi Assistant Professe

IBA

MEMBER (EXTERNAL)

ENTRAL PURCHASE COMMITTEE

TUTE OF BUSINESS ADMINISTRATION

Haris Quierti PPRA Aduser

HEJ

Provide & Supply of Printing Items Tender # PS/1/16-17

			M/s Hyd	M/s Hyder Printer	M/s Natio	M/s National Traders	M/s Benis	M/s Benison Printers
8.#	Specification	Qty	Rate	Amount	Rate	Amount	Rate	Amount
	Answer Examination Copy "T" High finish 68gsm (approx) 13.5" x 16.50" (open size) 13.5" x 8.25" (closed size) 02 pin centre binding. 1+1 color printing 12 pages in each Examination Copy "T" 100 copies in each packet Kindly Note: Every Examination Copy "T" has different serial number	16000 copies	4.02	64,274.00	6.28	100,480.00	4.95	79,200.00
2	1BA Letter Head 80gsm offset (Long Grains – AA brand or equivalent) A-4 size (210mm x 297 mm) 02 color printing (200 Letter Heads in each packet)	10000 letterheads	1.28	12,820.00	1.26	12,600.00	96 1	19,600.00
m	Quiz Paper High finish 68gsm (approx) local offset 13.5" x 8.25" (closed size) 1+1 color printing 500 Sheets Per Packet As per Sample	24 Packets	448.72	10,770,00	581.19	13.948.56	520.00	12,480.00
4	L.D. Card Ribbon Maroon Color with printing of IBA Logo and clips (best quality) Packing: 50 strips in polythen bag Sample available at Purchase Office	850 ribbons	14.10	11,988.00	15.56	13.226.00	20.00	42.500.00
	Total		Rs. 99.	Rs. 99,852.00	Rs. 14(Rs. 140,254.56	Rs. 153	Rs. 153,780.00
	Total Amount		Rs. 16.	Rs. 16,974.84	Rs. 23	Rs. 23,843.28	Rs. 26.	Rs. 26,142.60
	TOTAL MINORILL		Ks. 116	Ks. 116,826.84	Rs. 16-	Rs. 164,097.84	Rs. 179	Rs. 179,922.60

M/s Hyder Printer	M/s National Traders
87.032.00	12,600.00
14,795.44	2.142.00
101.827.44	14,742.00



HEMBER (EXTERNAL)
THAL PURCHASE COMMITTEE
TO BUSINESS ADMINISTRATION HOWIS QUICERLY PRA Adulson HES

INSTITUTE OF BUSINESS ADMINISTRATION CENTRAPORCHASE COMMITTEE

Muhammad Hanif / Executive I (Purchase) @ Main Campus

To:

Subject:

Syed Jehanzeb / Asst.Manager Finance (Projects) @ Main Campus SPPRA - PC Minutes of Bid Opening Meeting

From: Syed Jehanzeb / Asst.Manager Finance (Projects) @ Main Campus

Sent: Thursday, August 11, 2016 2:45 PM

To: Muhammad Amir Zain / Purchase Executive @ Main Campus; Muhammad Sohail Khan / Manager Purchase and

Stores @ IBA

Cc: Procurement Committee; Ahmed Zaheer / Registrar @ IBA; Syed Fahad Jawed / Manager (Finance) @ Main

Campus; Moeid Sultan / Director Finance @ Main Campus; Dr.Sayeed Ghani / Associate Dean @ IBA

Subject: Item # 2: Approval for Provide & Supply of Printing Items

Item # 2: Approval for Provide & Supply of Printing Items

Discussion: The committee discussed the tender proceeding and found it satisfactory

Decision: The committee approved the award of the tender to M/s Hyder Printers at Rs.101,827.44 and M/s National Traders at Rs.14,742 on itemized lowest evaluated basis.

Action: Manager Purchase and Stores is to implement the decision as per SPPRA and IBA PP&P.

M/s Hyder Printer	M/s National Traders
87,032.00	12,600.00
14,795,44	2,142.00
101,827.44	14,742.00

Attendance:

- 1. Dr. Rameez Khalid
- 2. Rizwan Rizvi
- 3. Ahmed Ali Khan
- 4. Syed Jehanzeb
- 5. Haris Quershi
- 6. Mushtaque Ahmed
- 7. Amir Zain



BIDDERS QUALIFICATION REPORT

NIT No:

PS/1/16-17

Description of Work:

Provide & Supply of Printing Items

Method & Procedure of procurement:

Open Competitive Bidding Single Stage One Envelope

S. No	Eligibility Criteria	M/s Hyder Printers	M/s National Traders	M/s Benison Printers
1	Is envelop sealed	Yes	Yes	Yes
2	Required Bid Security in enclosed	Yes	Yes	Yes
3	Form of Tender Signed or not	Yes	Yes	Yes
4	Registration in GST / SBR & I. Tax	Yes	Yes	Yes
5	Turnover in terms of Finanacial Statement of last three years	Yes	Yes	Yes
6	Tender Fee Received	Yes	Yes	Yes
7	5 plus years experience	Yes	Yes	Yes
8	Qualified / Disqualifited	Qualified	Qualified	Qualified
9	Any overwriting tender dropped received	No	No	No
10	Cliental list provided	Yes	Yes	Yes
11	Affidavit regarding any litigation or blacklisting	No	No	No

Recommendations:

- Participated firms are declared as substantially qualified bidders by the Tender opening committee as meet with minimum qualification / eligitiblity criteria.
- 2 The lowest evaluated and qualified bidders are M/s Hyder Printers & M/s National Traders with their bid amount Rs. 101,827.44 & M/s 14,742.00

3 Recommended to award the work to the lowest qualified bidder i.e. M/s Hyder Printers & M/s National Traders

IBA

CENTRAL PSCHASE COMMITTEE
NSTITUTE OF BUSINESS ADMINISTRATION
KARACHI

Syed Jeranzeb Assistant Lumber

IBA

CENTRAL PURCHASE COMMITTEE INSTITUTE OF BUSINESS ADMINISTRATION

> Dr. Romer of Khallo Assistant Professor

CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION

Harris Genreshi PPRA Advised

HEJ

nstitute of Business Administrati 1, Karachi Tender Opening

Tender Opening
August 5, 2016
at 3:30 pm

Stater	Statement of Tender for: Provide & Supply of Printing Items	y of Printing Items			Tender #: PS/1/16-17	
					•	
÷ Š	Company Name	Tender Amount in Figures / in Words	Conditions, if any	Bid Security Pay Order No. / Amount & Date	Contractors / Representative Signature	Remarks
1	My Naturial Badis Rolley, 097,	Rs 164,097/-		11 381136 UBC 8183081- AWOI/16	ABSENT	
2	Mg Hoper Rinters	R. 116,827/		101756870 MEB	N BSENT	
3,	ing bowson River	£179 922/-		157691/6 HBL	ABSENT	
		, 1		\		
1		Frong Ameri	CLR WIN	3	300	
M M Institu	M. SOHAIL KHAN Manager Purchase & Stores Institute of Business Administration Karachi-Pakistan			O. or have Specutive		The state of the s