KARACHI EDIATE EDUCATION OF WARRENDINGS OF WARREND OF W

STANDARD BIDDING DOCUMENTS FOR NATIONAL COMPETITIVE BIDDING

SINGLE STAGE ONE ENVELOPE PROCEDURE

TENDER FOR PROCUREMENT OF COMPUTER STATIONERY

IN RESPECT OF THE BIE/AG/L&N/1167/2024 Dated: 31/05/2024

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

TECHNICAL & FINANCIAL PROPOSAL



BAKHTIYARI YOUTH CENTER, NORTH NAZIMABAD, KARACHI-74700

Website: www.biek.edu.pk Phone: 99260211-12-13 Ext: 130

INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF CONTRACT:

The Instructions to Bidders (ITB) and General Conditions of Contract (GCC) applied in this Contract shall be the same as per Standard Bidding Documents for Goods, issued by SPPRA. For further references the same may be downloaded from SPPRA's website www.pprasindh.gov.pk or it may be provided from this Office if it may be demanded by the bidder. Whenever there is a conflict, the provisions hereafter shall prevail over those in the Instructions to Bidders & General Conditions of Contract. The corresponding clause number of the ITB & GCC is indicated in parentheses

SECTION - I BID DATA SHEET

	INTRODUCTION					
ITB 1.1	Name of Contract	PROCUREMENT OF COMPUTER STATIONERY				
ITB 4.1	Name of Procuring Agency	Board of Intermediate Education,				
		Karachi				
ITB 6.1	Procuring Agency's Address,	Board of Intermediate Education,				
	Telephone, Telex and Facsimile	Bakhtiyari Youth Center North				
	Numbers	Nazimabad				
		Tel: 99260211, 99260212, 99260213				
		Fax: 99260203 & 99260208				
ITB 8.1	Language of the Bid	English or Urdu				

BID PRICE AND CURRENCY					
ITB 11.2	ITB 11.2 The price shall be in Pakistani currency inclusive of all Taxes,				
	Transportation, Material and Labour charges involved therein.				
ITB 11.5	During the entire period of bid validity, the price shall be fixed and the				
	bidder will have to supply the required items as per specifications and				
	quoted rates.				

	PREPARATION AND SUBMISSION OF BIDS				
ITB 13.3 (d)	03 years experience in the relevant field (Client List)				
	Requirements	 Turn-over of last three years having a sum of minimum <u>Rs.09 Million per year</u> (Copies of financial statements / Audit Report be attached. 			
		 Minimum three Work Order/Job Order of last three years for <u>Rs.04 Million per year</u> of similar goods / jobs 			

		 Registration with Federal Board of Revenue (FBR), for Income Tax, Sales Tax and SRB in case of procurement of goods/services. Submission of samples of toner(s) along with bidding documents is mandatory. Bids submitted without samples shall be treated as "Non-Responsive". An affidavit on stamp paper that the firm has never been blacklisted.
ITB 15.1	Amount of Bid Security (Refundable)	3% (Three percent) of the bid price, which should be submitted in shape of Pay Order in the name of Secretary, Board of Intermediate Education Karachi and shall remain valid for a period of 28 days beyond the validity period for bid.
ITB 16.1	Bid Validity Period	90 days from the date of opening of Tender.
ITB 18.2 (a)	Address for Bid Submission	The office of the (Procurement Wing), Administration General Section (Chairman's Secretariat), Ground Floor, Board of Intermediate Education, Karachi.
ITB 18.2 (b)	IFB Title and Number	Title: PROCUREMENT OF COMPUTER STATIONERY IFB No: BIE/AG/L&N/1167/2024 DATED:31-05-2024
ITB 19.1	Deadline for Bid Submission	25-06-2024 up to 2:30 p.m Sealed bids duly filled-in, mentioning on top of the envelope <u>"PROCUREMENT OF COMPUTER STATIONERY"</u>
ITB 22.1	Time, Date and Place for Bid Opening	Bids duly stamped on each document must be submitted in the office of the (Procurement Wing) Administration General Section (Chairman's Secretariat), Ground Floor, Board of Intermediate Education, Karachi, in a sealed cover on 25-06-2024 up to 02:30 P.M and will be opened on the same day at 03:00 P.M in the presence of bidders' representatives who wish to attend.
ITB 25.4 (b)	Delivery Schedule	The delivery will have to be made at our site within stipulated time as mentioned in the Contract Award. Minimum time period will be at least 30 DAYS after issuance of Work Order which may be increased or decreased due to demand of time/situation as per SPPRA Rules.



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SECTION - II GENERAL CONDITIONS

Bids of only those Bidders will be evaluated who can fulfill the Eligibility Criteria and enclose Bid Security.

Shortcomings in submission of documents related to Eligibility Criteria or non-submission of Bid Security or specimen/samples shall be rejected.

Bids not submitted on Standard Bidding documents issued by the procuring agency shall be rejected or treated as **Non Responsive.**

Prior to submission of bids, the bidders may obtain further information from the office of **Procurement Wing, Administration General Section (Ground Floor, Chairman's Secretariat)** and completely satisfy themselves about the required items for which they are bidding for.

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid.

The bidders shall submit only one rate for every item. Dual rates or alternate bid is strictly restricted / prohibited. In case a bidder has quoted more than one rate for a single item, its bid shall be rejected.

The quoted rates shall be inclusive with all involved operations such as all Taxes, Transportation, Material and Labour charges involved therein i.e. complete in all respects.

Inferior, low quality or substandard products will be rejected and Security Money shall be forfeited and the bidder may also be blacklisted.

The bidder with the "Lowest Evaluated Cost" but not necessarily the "Lowest Submitted Price" shall be awarded the Contract.



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SECTION - III SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. DEFINITIONS (GCC CLAUSE 1)

1)	GCC 1.1 (g)	The Procuring agency is:	Board of Intermediate Education, Karachi.	
2)	2) GCC 1.1 (h) The Procuring agency's		Islamic Republic of Pakistan.	
		country is:		
3)	GCC 1.1 (j)	The Project Site is:	Same as GCC 1.1(g) mentioned above.	

2. COUNTRY OF ORIGIN (GCC CLAUSE 3)

All countries and territories in the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement"

3. RESOLUTION OF DISPUTES (GCC CLAUSE 28)

The dispute resolution mechanism to be applied pursuant to relevant SPPRA Rules.

4. GOVERNING LANGUAGE (GCC CLAUSE 29)

1)	GCC 29.1	The Governing	English.
		Language shall be:	

5. NOTICES (GCC CLAUSE 31)

GCC 31.1 — Procuring agency's address for notice purposes:

Office of the Procurement Wing of Administration General Section, (Chairman's Secretariat Ground Floor), Board of Intermediate Education, Karachi.

6. PENALTY

- 1) Preferred penalties according to the issue\subject may be imposed upon the Supplier(s) such as:
 - i. Rejection of the unsatisfactory Supplied material
- ii. Blacklisting of the firm
- iii. Deductions as per SPPRA Rules.
- iv. Forfeiting of whole Security amount

Anyone or more than one from the aforesaid penalties may be imposed upon the Supplier(s) in the following cases:

- a) In case of transgression/deviation of the time given in the Contract Award.
- b) In case of transgression, deviation, mistake or low quality found in the supplied Item(s)

c) In case the specification, quantity, rate or stuff of a Tender in certain item or items are approved and the Bidder backs out of his commitment on any pretext or fails to supply the material or complete the job in time or in the required criteria.

7. SUBJECT TO RELEVANT SPPRA RULES, THE COMPETENT AUTHORITY RESERVES THE RIGHT TO:

- (a) Divert/distribute a particular work among different Bidders on the lowest approved rate(s) in the interest of the office due to demand of time/situation.
- (b) Accept or reject all or any bid.
- (c) Increase or decrease quantity without any notice at any time/stage subject to ITB Clause 29.
- (d) "BIEK" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 day's notice.

8. SPECIAL CLAUSE (TERMS & CONDITIONS)

- 1) Under following conditions bid will be rejected:
 - i. Conditional and telegraphic bids/tenders
 - ii. Bids not accompanied by Bid Security of required amount and form
 - iii. Bids received after specified date and time
 - iv. Bids of Blacklisted firms
- 2) Bids of only those Bidders will be evaluated who can fulfill the Eligibility Criteria and enclose Bid Security.
- 3) Shortcomings in submission of documents related to Eligibility Criteria or nonsubmission of Bid Security and original challan shall be rejected.
- 4) Prior to submission of bids, the bidders may obtain further information and completely satisfy themselves about the required items for which they are bidding for.
- An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid.
- 6) The offered products should be prime quality products. Cheap products of low quality or substandard shall not be accepted and the said bid shall be treated as Irresponsive.
- 7) Inferior, low quality or substandard products will be rejected and Security Money shall be forfeited and the bidder may also be blacklisted.
- 8) The bidder with the "Lowest Evaluated Cost" but not necessarily the "Lowest Submitted Price" shall be awarded the Procurement Contract subject to compatibility/suitability of the item(s).
- 9) The bidder shall supply the article(s) as per approved specifications mentioned in the Contract Award. The article(s) not found in conformity with the approved specifications shall be rejected at the risk & cost of the bidder.
- 10) The Contract Award may be assigned at any time during the period of bid validity.

11) **Performance Security:**

- GCC 3.1 The amount of **performance security is 10%** of the Contract Price.
- GCC 3.2 After delivery and acceptance of the goods, the performance security shall be released as per SPPRA Rules.
- The amount of Performance Security is in addition to the amount of Bid Security which should be deposited by the successful bidder(s). Bid Security shall remain valid for a period of 28 days beyond the validity period for bids, whereas Performance Security shall be released ninety days beyond the date of completion of contract to cover defects liability period subject to final acceptance by the procuring agency in accordance with SPPRA Rules.
- 13) Print Line must be given by the Printer on every Printed material.
- 14) Before start of final printing the Supplier should get the specimen and final proof approved by the Concerned Officer(s), within one week of acknowledgement of the Award of Contract.
- 15) Placement of Contract Award will be subject to payment of Performance Security.
- The material shall be delivered to Examination Store, through the concerned Officers as the case may be, against delivery challan in triplicate along with samples of material in duplicate. Two copies of the bills and challan shall be retained by the Storekeeper while the third copy shall be returned to the supplier for his own record.
- 17) The delivery will have to be made at our site within stipulated time as mentioned in the Contract Award. Minimum time period will be at least **Thirty (30) DAYS** after issuance of Work Order which may be increased or decreased due to demand of time/situation.
- 18) SPPRA Rules-2010 (Amended) shall strictly be followed.
- 19) The Payment shall be subject to deduction of Income Tax / Sales Tax / GST / SRB at source, satisfactory report of concerned officer, completion certificate and production of delivery challans as being delivered the items in full quantity & quality.
- 20 **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.
- 21 The validity of the contract will be effective from the date of issue of Purchase Order.
- 22 Liquidity damages as per SPPRA Rules.

9. EQUIVALENCY OF STANDARDS AND CODES

Reference to brand name, catalogue number or country where used, they should always be read with followed by the words "or at least equivalent."

SECTION - IV SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS:

The delivery will have to be made at our site within stipulated time as mentioned in the Contract Award. Minimum time period will be at least <u>30 DAYS</u> after issuance of Work Order which may be increased or decreased due to demand of time/situation.



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SECTION - V TECHNICAL SPECIFICATIONS & FINANCIAL PROPOSAL PROCUREMENT OF COMPUTER STATIONERY

Article No.	Toner Model / Name of Articles		Quantity	Unit Price (With all Govt. Taxes)	Total Price
1	Brother 3320 OR Equivalent		4		
2	HP 106A OR Equivalent		5		
3	HP 59A OR Equivalent		8		
4	HP 76A OR Equivalent		8		
5	HP 83A OR Equivalent		2		
		CYAN	6		
	LID 500A	MAGENTA	6		
6	HP 508A	YELLOW	6		
		BLACK	7		
	GT-51/52 (HP Ink Tank)	CYAN	5		
_		MAGENTA	5		
7		YELLOW	5		
		BLACK	5		
8	HP 80A OR Equivalent		5		
9	HP 87A OR Equivalent		25		
10	HP 85A OR Equivalent		15		
11	Naushatec 8400 Black OR Eq	uivalent	15		
12	Naushatec 8300 Black OR Eq	uivalent	20		
13	Naushatec SPC-320-DN Black OR Equivalent		4		
		CYAN	20		
14	Naushatec Color SPC-840	MAGENTA	20		
14	OR Equivalent	YELLOW	20		
		BLACK	20		

Article No.	Toner Model / Name of Articles		Quantity	Unit Price (With all Govt. Taxes)	Total Price
		CYAN	6	6	
15	Naushatec SPC-830	MAGENTA	6		
15	OR Equivalent	YELLOW			
		BLACK	6		
16	HP MP2014 OR Equivalent		15		
17	Toshiba 6508A toner OR Equivalent		10		
	GRAND TOTAL=				

Note: Refurbished & locally manufactured items will not be accepted



BOARD OF INTERMEDIATE EDUCATION, BAKHTIYARI YOUTH CENTER, NORTH NAZIMABAD,

KARACHI-74700

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SUMMARY OF TURN-OVER OF LAST THREE FINANCIAL YEARS						
YEAR YEAR YEAR 2020-2021 2021-2022 2022-2023						
TOTAL:						

	Rupees In Words	Rupees In Figures
Total cost of the Bid: (as offered by the Bidder)		
3% (Three percent) amount of the Bid Price Bid Security (Refundable)		
10% (ten percent) amount		
of the Contract Price		
Performance Security		
(Refundable)		

CONTRACT AGREEMENT

THIS A	${\sf AGREEMENT}$ is executed at KARACHI, on this day $_$, 2024			
	BETWEEN				
Educa "BIEK	M/s. Board of Intermediate Education, Karachi through its Secretary, at Board of Intermediate Education, Bakhtiyari Youth Center North Nazimabad, Karachi, hereinafter called and referred to as "BIEK" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.				
	AND				
execu	, hereinafter ssion shall wherever the context so permits be tors, successor and assigns), through its proprieton the SECOND PART.	- •			
NOW	THIS AGREEMENT WITNESS AS FOLLOWS:-				
1.	In this Agreement, words and expressions shall assigned to them in the Conditions of Contract	• • • • • • • • • • • • • • • • • • • •			
2.	The following documents shall be deemed to for Agreement, viz:	orm and be read and construed as part of this			
	 a) The Bid Form and Price Schedule submit b) The Schedule of Requirements; c) The Technical Specifications; d) The General Conditions of Contract; e) The Special Conditions of Contract; f) The Purchaser's Notification of Award of 				
WHEREAS "BIEK" intends to obtain Computer Stationery & Accessories. "THE SUPPLIER" has offered to provide said goods as per Technical Specification mentioned in bidding documents and handing over the goods to the "BIEK" having accepted the offer. "BIEK" hereby offer to appoint "THE SUPPLIER" as their official supplier for the supply of Computer Stationery in respect with the Terms & Conditions of the Bidding documents. "THE SUPPLIER" hereby agrees to the offer of the "BIEK" in acceptance of the terms & conditions here in below forth.					
NOW	NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:				
	ARTICLE –I DUTIES & SCOPE OF SUPPLIES & AGREEMENT				
1.1	Requirement mentioned in Tender BOQ.				

Article No.	Toner Model / Name of Articles	Quantity	Unit Price (With all Govt. Taxes)	Total Price
1	Brother 3320 OR Equivalent	4		
2	HP 106A OR Equivalent	5		
3	HP 59A OR Equivalent	8		

Article No.	Toner Model / Name of Articles		Quantity	Unit Price (With all Govt. Taxes)	Total Price
4	HP 76A OR Equivalent		8		
5	HP 83A OR Equivalent		2		
6	HP 508A	CYAN	6		
		MAGENTA	6		
		YELLOW	6		
		BLACK	7		
	GT-51/52 (HP Ink Tank)	CYAN	5		
ı _		MAGENTA	5		
7		YELLOW	5		
		BLACK	5		
8	HP 80A OR Equivalent		5		
9	HP 87A OR Equivalent		25		
10	HP 85A OR Equivalent		15		
11	Naushatec 8400 Black OR Equivalent		15		
12	Naushatec 8300 Black OR Equivalent		20		
13	Naushatec SPC-320-DN Black OR Equivalent		4		
	Naushatec Color SPC-840 OR Equivalent	CYAN	20		
14		MAGENTA	20		
		YELLOW	20		
		BLACK	20		
	Naushatec SPC-830 OR Equivalent	CYAN	6		
15		MAGENTA	6		
		YELLOW	6		
		BLACK	6		
16	HP MP2014 OR Equivalent		15		
17	Toshiba 6508A toner OR Equivalent		10		
	GRAND TO	TAL=			

"THE SUPPLIER" agrees to provide item to "BIEK" whenever and wherever form is required as per the terms & conditions of this Agreement.

- "THE SUPPLIER" will coordinate with Superintendent, Procurement Wing, Administration General Section of the "BIEK" who will assist "SUPPLIER" in Supervision of proposed work / supply.
- "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 All logistic charges will be borne by "THE SUPPLIER"

ARTICLE –II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agrees and acknowledges for the periodic supervision of the work and to check the execution of work in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agrees and acknowledges the acceptance of attending the meetings with the Superintendent Administration General Section "BIEK" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to deliver goods within thirty (30) days after issuance of purchase order.

ARTICLE –III REMUNERATION

- 3.2 Liquidity damages as per SPPRA Rules.
- 3.3 Payment will be made after delivery and submission of invoice, Satisfactory report from concerned officer and completion of work certificate.
- 3.4 Performance Security 10% of total amount of work order should be submitted in shape of Pay Order / Bank Guarantee before signing of Contract Agreement.
- 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 Tax(es) Challan(s) / Levy(ies), If any, on additional will be paid / borne by the 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 Chairman BIEK 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 "BIEK" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 day's notice.

ARTICLE –VI INDEMNITY

6.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep "BIEK" and any person claiming through BIEK 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 BIEK or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of service provided by the "BIEK" and any person claiming through the BIEK.

ARTICLE –VII 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 MISCELLANEOUS

- 9.1 Any addition & alteration (s) made for item(s) as required by BIEK 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 "BIEK". After FINALAIZATION OF SAMPLE, if any alteration(s), arise charges will be paid on mutually agreed upon.
- 9.2 The terms & conditions of this AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 9.3 The validity of the contract will be effective from the date of issue of Purchase Order.

IN WITNESS WHERE OF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.					
"Board of Intermediate Education, Karachi"	M/s				
NAME:	NAME:				
CNIC#	CNIC #				
Address:	Address:				
NAUTRIECO					
WITNESS:	2				
1	2				
CNIC#	CNIC#				
Address:	Address:				

9.4 All terms and conditions of tender vide # BIE/AG/L&N/1167/2024 will be the integral part of

this agreement and can't be revoked.

INTEGRITY PACT

Decla M/s_	ration of Charges, Fees, Commission, Taxes, Levies etc payable by the contractor;, the contract hereby declares that:
(a)	Its intention not to obtain the procurement work of any Contract, right, interest, privilege, or other obligation or benefit from the BIEK or any administrative or financial offices thereof or any other department under the control of the BIEK through any corrupt practice(s).
(b)	Without limiting the generality of the forgoing the contractor 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 BIEK 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 BIEK, except that which has been expressly declared pursuant hereto.
(c)	He contractor 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 BIEK under any law, contact, or other instrument, be stand void at the discretion of the BIEK.
(d)	Notwithstanding any right and remedies exercised by the BIEK in this regard, contractor agrees to indemnify the BIEK for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the BIEK in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the contractor as aforesaid for the purpose of obtaining or inducing procurement/ work/ service or other obligation or benefit in whatsoever from the BIEK. Note:
	This integrity pact is mandatory requirement other than auxiliary services / works.
	Stamp & Signature



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Tender No. BIE/AG/L&N/1167/2024 dated: 31-05-2024

BILL OF QUANTITY PROCUREMENT OF COMPUTER STATIONERY

M/S._____

CERTIFICATE

I/We have carefully read & understood the Terms & Conditions whatever has been stated herein the enclosed pages and abide to the same. I/We guarantee to supply/deliver/install the items exactly in accordance with the requirements and enclosed the Bid Security payable to Board of Intermediate Education, Karachi.

NAME OF FIRM:	
ADDRESS OF FIRM:	
FULL NAME OF CONCERNED PERSON:	
CNIC NUMBER:	
POSITION HELD IN:	
PHONE NUMBER(S):	
MOBILE NUMBER(S):	
FAX NUMBER(S):	
NATIONAL TAX NUMBER:	
GENERAL SALES TAX NUMBER:	
PAY ORDER NUMBER:	
BANK & BRANCH NAME:	
SIGNATURE WITH DATE:	
DATED:	
STAMP OF THE FIRM:	