



STAMP OFFICE CITY COURT KARACHI

Issued to Dost Muhammad Ali
 CNIC/LEG No. 5416/HC
 Vide D.S.R. No. 07 Dt. 1-2-19
 On behalf of Challan No. 97 Dt. 1-2-19
 For the purpose of Ag
 Entry No. 07 Dt. 1-2-19

For Official Use
[Signature]

26 FEB 2019
 (RUPEES TWO HUNDRED ONLY)

AGREEMENT SLA FOR GENERATOR SYN PANELS AT IBA CITY CAMPUS

THIS AGREEMENT is executed at KARACHI, on this day February 28, 2019

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 R. A. Engineering (Pvt) Ltd, having its office at 201 Mashrique Centre, 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. Dagi Muhammad Asif, holding CNIC No. 42101-1831202-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain SLA for Generator Syn Panels at IBA City Campus vide Tender # Maint/09/18-19.

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

WITNESSETH

"IBA" hereby offer to appoint M/s R. A. Engineering (Pvt) Ltd as their official Services Provider for the specific purpose of "SLA for Generator Syn Panels at IBA City Campus" 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 SLA for Generator Syn Panels at IBA City Campus. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

SLA for Generator Syn Panels at IBA, City Campus vide tender # Maint/09/18-19

Article I:
DUTIES & SCOPE OF SERVICES & AGREEMENT

Annual Maintenance checks will be carried out in accordance with OEM annual maintenance guide applicable to the product. The scope of Annual maintenance includes routine inspection and checks of equipment along with operating parameters. The customer's equipment includes,

Synchronizing System

- 1.1 Preventative Maintenance of 01 no. Auto Synchronizing System with Intelligard Modules of ComAp.
 - a. Preventative Maintenance of 01no. Auto Synchronizing System for 132 KVA SDMO Genetrator Set with Intelligard Modules of ComAp.
 - b. Preventative Maintenance of 01no. Auto Synchronizing System for 135 KVA Siemens Generator Set with Intelligard Modules of ComAp.
 - c. Preventative Maintenance of 01no. Auto Synchronizing System for 100 KVA F.G. Wilson Genset with Intelligard Modules of ComAp.
 - d. Preventative Maintenance of 01no. Auto Synchronizing System for 500 KVA F.G. Wilson Genset with Intelligard Modules of ComAp.

1.2 Electric Preventive Maintenance Schedule:

- a. Monthly dust blowing and inspection of the electric panel.
- b. Monthly checking battery electrolyte specific gravity and its terminal for corrosion.
- c. Monthly checking the governor and AVR connection and its response.
- d. Monthly electrical connection checking and tightening.
- e. Monthly electronic relays function test.
- f. Monthly battery charger and its regulator checking.
- g. Monthly Checking of Module Parameters and software checking.
- h. Monthly Checking of operational scheme as per the commissioned scheme.
- i. Monthly checking of each generator KWH running hours to know when generators require maintenance.
- j. Replacement of faulty parts or components will be charged at actual subject to prior cost approval by IBA. Any repair work that will require panel or equipment to be put out of service and re-testing of synchronization process before re-energizing the panel will be charged at actual subject to prior cost approval by IBA.

1.3 Software support and Verification of synchronization scheme.

- a. Monthly verification of software working/performance.
- b. Checking and confirming the synchronization scheme as predefined by IBA

Article II
SCOPE OF PROFESSIONAL SERVICES

- 2.1 THE SERVICE PROVIDER" hereby agrees and acknowledge for the periodic supervision of the services and to check the execution of services in accordance with the Description & Specification vide Tender # Maint/09/18-19.
- 2.2 "THE SERVICE PROVIDER" hereby agrees and acknowledges the acceptance of attending the meetings with the Sr. Manager Maintenance & Operations "IBA" as & when required.
- 2.3 THE SERVICE PROVIDER shall wherever and whenever or permits / applicable / suitable will deploy/detail/depute manpower with suitable qualification, experience and expertise to operate, maintenance and run the SLA for Generator Syn Panels, at IBA City Campus. (within the premises of IBA City Campus)
- 2.4 THE SERVICE PROVIDER have expertise in servicing of genset in accordance to the manual of the manufacture. Technician must be trained to work on F.G. Wilson genset

Article III
REMUNERATION

1.1 The charges will be based on the following;

Item #	Description	Total Charges for Pumps	
		Monthly Charges Rs.	Annual Charges Rs.
1-	SLA for Generator Syn Panels at IBA, City Campus As per Scope of Services vide Article 1, includes twelve (12) visits per year in addition to, two (2) emergency visits per site.	29,095.00	349,140.00
Total		Rs.29,095.00	Rs.349,140.00
13% SST		Rs.3,782.00	Rs.45,388.00
Grand Total Amount		Rs.32,877.00	Rs.394,528.00

3.2 Liquidity damages 2% of the total amount will be imposed per month for which the SERVICE PROVIDER failed to deliver as per standard or in accordance to the entitlement / authorization within the delivery/execution period and maximum upto 10%.

3.3 Quarterly Payment will be made at the end of each quarter after submission of invoice.

3.4 Performance Security 5% of total amount should be submitted in shape Pay Order before signing of Contract Agreement.

3.5 All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination.

3.6 Stamp duty 0.35% for Services against total annual value of Work will be levied accordingly.

3.7 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.

3.8 Material / Parts required for operation and maintenance shall be supplied by contractor "only" after prior approval from IBA Maintenance Department. Cost of material shall be charged in accordance with prevailing market rate upto 15% service charges.

Article IV
ARBITRATION

4.1 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 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 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 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
WARRANTY

- 8.1 Replaced part(s) of genset panel much have at least 03 (Three) month warranty.
- 8.2 Warranty of consumable items must be minimum 3 months.
- 8.3 THE SERVICE PROVIDER is required to replace any equipment which is not repairable or damaged or not covered under warranty, then THE SERVICE PROVIDER will submit an estimated cost for approval from IBA, Karachi. IBA, Karachi will be required to provide an approval or Purchase Order within 15 days.
- 8.4 THE SERVICE PROVIDER warrants that the Goods supplied under the services & contract should be new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. THE SERVICE PROVIDER further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the IBA's specifications) or from any act or omission of THE SERVICE PROVIDER, that may develop under normal use of the supplied Goods in the conditions prevailing on the site.
- 8.5 This warranty shall remain valid as per requirement of the services after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated accordingly.
- 8.6 If THE SERVICE PROVIDER having been notified, fails to remedy the defect(s) within the period specified in the Contract, within a reasonable period, the IBA, Karachi may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the IBA, Karachi may have against the Service Provider under the Contract.

Article IX
INTEGRITY PACT

- 9.1 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).
- 9.2 Without limiting the generality of the foregoing THE SERVICE PROVIDER 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.
- 9.3 THE SERVICE PROVIDER 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

- 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.
- 9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, THE SERVICE PROVIDER 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 SERVICE PROVIDER as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article X
RENEWAL

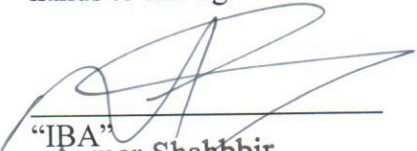
- 10.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year up-to max three years if the IBA, Karachi and the SERVICE PROVIDER agree so.
- 10.2 Initial contract is for one year, which can be extended extendable on mutual agreement and subject to satisfactory performance. However, Terms & Conditions of the agreement would remain same.

Article XI
MISCELLANEOUS

- 11.1 Any addition & alteration(s) made in the contents as required which entail extra time & labor and material on part of the services, shall be charged separately/extra on 'Quantum Merit' basis before & on final services handed over to the "IBA". After FINAL WORKS if any alteration(s), arise charges will be paid on mutually agreed upon.
- 11.2 Service(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature. If any or suitable part(s), required to run the system and SERVICE PROVIDER should make the availability of the same with due approval of Senior Manager Operations & Maintenance on approved price/rate/cost. Bill/Invoice should be adjusted in monthly bill/invoice.
- 11.3 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 11.4 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.
- 11.5 The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by THE SERVICE PROVIDER.
- 11.6 All staff must have CNIC and clearly mentioned to discourage work through child labor. IBA is no smoking zone. Life Insurance / Security of worker will be the responsibility of THE SERVICE PROVIDER. IBA will not be responsible for any mishap
- 11.7 This agreement is effective from Feb 28, 2019 upto Feb 27, 2020

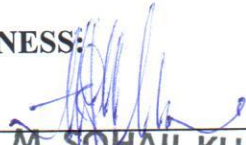


IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.


"IBA"
Aamer Shahbair
Wing Commander (Retd)
General Manager (Admin)
NAME: Aamer Shahbair Khan
Institute of Business Administration (IBA),
Karachi, Pakistan
CNIC # _____

Address:
GM Admin Institute of Business
Administration Main Campus
University Road, Karachi

WITNESS:

1. 
M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
CNIC # _____
Karachi-Pakistan
Address: _____


M/s R. A. Engineering (Pvt) Ltd

NAME: Dazi Muhammad Afi

CNIC # 42101-1831202-5

Address:
201 Mashrique Centre,
Block-14, Gulshan-e-Iqbal,
Karachi

2. 
Syed Fakir Ali Zaidi

CNIC # 42101-1608968-9
Address: Suit # 201 2nd Floor
Mashrique Centre, Karachi

