

*Tender Fee: Rs.2000/-
(Non-Refundable)*

TENDER FORM

Overall Operation & Maintenance of HVAC,
Electrical and Allied System Facilities
Installed at Four Buildings Adamjee, G&T,
Library & Admin Building at Main Campus

Tender # MAINT/11/18-19

Date of Issue : **March 22, 2019**
Last Date of Submission : **April 10, 2019**
Date of Proposal Opening : **April 10, 2019**

TECHNICAL PROPOSAL

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1. Introduction

Dear Tenderer:

Thank you the interest you have shown in response to the IBA's advertisement which has floated in IBA & SSPRA websites and leading newspapers on March 22, 2019 to "Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at Four Buildings Adamjee, G&T, Library & Admin Building at Main Campus".

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA & several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools & the assessment & testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards & academic traditions it had inherited from Wharton & USC while adapting and adjusting them with the passage of time.

We expect to avail services/works/items of high standards meet our prime & basic specifications through this transaction.

Please contact Sr. Purchase Executive on 38104700 ext: 2150 for any information and query

Thank you.

-sd-
Registrar

2. **Instructions**

- (a) The Institute of Business Administration, Karachi (IBA) expects that aspirant manufacturers / firms / supplier / companies / distributors / dealers should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach required supporting document according to the requirement.
- (b) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column un-answered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space please attach a paper & clearly mention item/column name or number etc that referred the column/item of the Tender Form.
- (c) You can collect the Tender Document from the office of Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi from March 22, 2019 to April 10, 2019 during working 9:00 AM to 3:00 pm.
- (d) The last date of submit the Tender Document in sealed envelope in April 10, 2019 by 3:00 pm in the Office of the Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi. The Tender will be opened on same day at 3:30 PM in the presence of representatives who may care to attend.
- (e) Bid Security of 2% of total charges will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration.
- (f) Successful bidder should provide 5% Performance Security of total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- (g) Please mention "Tender Number" at top left corner of the envelopes. IBA, Karachi may reject any bid subject to relevant provision of SPP Rules 2010 any may cancel the bidding Process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules.
- (h) The contract period for overall operation and maintenance of HVAC, electrical & allied system is ONE (01) year effective from date of signing of agreement / LoI. The contract period may be extended on satisfactory performance of the company / firm / agency with mutual consent.

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3. **Scope of Services**

- a. Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category relevant to the value of the Works/Services.
- b. Duly enlisted/prequalified with the Owner (if applicable).
- c. All Services to be supplied under this Contract shall have their origin in eligible countries as instructions to Bidders and all expenditures made under the Contract will be limited to such Goods and Services.
- d. For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- e. The origin of Goods and Services is distinct from the nationality of the Bidder.
- f. Economical, trouble free and complete operation and maintenance of all HVAC units along with its associated equipment and entire Electrical systems at above mentioned locations.
- g. Frequent checking & periodic maintenance of the Allied valves & fittings of the Package units, VRF Units, Floor Standing ACs and Split type AC.
- h. Frequent checking & periodic maintenance of the insulation & Condition of the Ducting system associated with the AC Unit
- i. Operation and Monitoring of Elevators.
- j. Operation & Maintenance of PA System.
- k. Frequent checking & maintenance of Exhaust Fans.
- l. Frequent checking & maintenance of all Electrical components and installations.
- m. Frequent checking, Maintenance& calibration of the instruments related to plant operation.
- n. Housekeeping& cleaning of the plant area to avoid inconvenience & for improved outlook of the facility.
- o. Supply of parts and consumables required for equipment operation and maintenance will be paid at actual subject to prior approval from IBA at an appropriate rate in accordance with prevailing market rate. Minor repair works means install new compressor of the AC units only upto 4ton cooling capacity, relocating/installing new AC units of upto 4-ton with 10ft piping, replacement of lighting lamps/tube, fans, switches, small exhaust fan. All other repair & installation work will be charged at actual subject to prior cost approval by IBA.
- p. Maintain daily/weekly /monthly Log sheets of the approved format to record the performance of the plant in accordance with OEM/Consultant recommendation & provide it to owner for record keeping.
- q. Regular inspection of facility’s lighting and other integrated system.
- r. Cleaning of all electrical fixtures and DB on regular basis.
- s. Check and Monitor operating condition, operating code, last diagnostic, LCHW set point, current limit set point, nos of starts, running hrs, voltage, current, oil level, CHW temp in & out, CW temp in & out, CW Pressure in & out, maintaining a daily log, chiller use/sequencing, chilled water reset settings & function, evaporator and condenser tubes, motor amperage load limit, compressor and assembly, compressor oil system, electrical connections, refrigerant connections of the chillers in accordance with OEM recommendations.

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- t. Conduct visual inspection of cooling towers. Check & Monitor fan motor, suction screen, water float switch, vibration, tower structure, belts & pulleys, water samples, lubrication, motor support and fan blades, motor alignment, drift eliminators, louvers, fill, nozzles, bearings, motor condition and tower cleaning in accordance with OEM recommendations.
- u. Conduct visual inspection of pumps, valves and all mechanical joints. Check and Monitor pump use/sequencing, water, lubrication, packing/mechanical seals, motor/pump alignment, mountings, bearings, strainers, expansion tanks, exchangers, cycle valves and motor condition in accordance with OEM recommendations.
- v. Conduct visual inspection of AHUs, FCUs & Self Contained Units. Check and Monitor voltage, current, condenser and entering/leaving air temperature, cooling coil/ evaporator and entering/leaving air temperature, safety device, oil acidity, compressor noise, low/high pressure, air filter, blower motor bearing, fan belt, thermostat, actuator, strainer, insulation, drain tray and lines, electrical components and vibrations in accordance with OEM recommendations.
- w. Conduct visual inspection of 11kV Transformer, HT & LT panels and DBs. Check and Monitor voltage, current, fixed/moving contacts of HT panels, tightness of cable connections, proper cleaning of dust in accordance with OEM recommendations.
- x. Check and monitor the entire electrical distribution system. Rectification of faults and restoration of the system in accordance with OEM recommendations.
- y. Contractor will provide the maintenance program which provides the requirements for:
 - i. Maintenance Planning
 - ii. Maintenance Procedures
 - iii. Preventive Maintenance Reports
 - iv. Predictive Maintenance Reports
 - v. Monthly Fuel Consumption Report of DG Sets
 - vi. Chiller water test reports

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4. **List Of Equipment/ Installations**

(Site visit is recommended prior to submission of tender documents to analyze the magnitude of work)

- a. Water Cooled Electric Chillers (03)
- b. Air Handling Units (15)
- c. Fan Coil Units (53)
- d. VRF, Package Units, Floor Standing ACs & Split Type AC Units (1,0 & 161)
- e. All Electric Panels and DBs (119)
- f. Exhaust Fans (10)
- g. Elevators (1)
- h. PA System & Sound System (3)
- i. All associated equipment's with HVAC and Electrical System not mentioned in the list.

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5. Adamjee Academic Building, G&T Auditorium Building, New Library Building & New Admin Building at IBA Main Campus (Mandatory)

S. #	Trade / Service	Minimum Qualification	Recommended Staff (For 04 Building)
01	Site Incharge	B.Tech/DAE Elect or Mech+05 year Building Incharge Experience	01
02	Supervisor HVAC	DAE/Vocational Training (HVACR) 2-3yrs Experience	01
03	Electric Supervisor	DAE/Vocational Training/Utility Licensed (Electrical) 1-2yrs Experience	01
04	Chiller Operator	DAE/Vocational Training 1-2yrs Experience	03
05	Chiller Plant Room Staff (Cooling Tower/ Pumps / Water Treatment)	DAE/Vocational Training 1-2yrs Experience	04
06	Sound System/PA System	DAE/Vocational Training 1-2yrs Experience	01
07	General Electricians	DAE/Vocational Training/utility licensed 1-2yrs Experience	04
08	AC Technicians	DAE/Vocational Training 1-2yrs Experience	04
09	Helpers	NR	04

Staff deputed at IBA shall be interviewed by Sr. Manager Maintenance prior to deputation at IBA.

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6. Evaluation Criteria

Technical Qualifications Criterion

- *Maximum marks for Technical Proposal: 70 Marks*
- *Minimum qualifying percentage is 80%. Applicant who secured less than 80% will be categorically disqualified for further processing.*
- *Please put a check mark (✓) for appropriate / selected item for the following factors:*

a) **Experience in MEP Operation and maintenance. (Number of years):**

Note: Please provide supporting documents of your claims.

- | | | | |
|------|--------------|----------|--------|
| i. | 10 + years | 10 Marks | () |
| ii. | 6 ~ 10 years | 08 Marks | () |
| iii. | 1 ~ 5 years | 04 Marks | () |

b) **Is the company providing MEP operation and maintenance to any governmental institute / organization?**

Note: Please provide supporting documents of your claims.

- | | | | |
|-----|-----|----------|--------|
| i. | Yes | 10 Marks | () |
| ii. | No | 00 Marks | () |

c) **Available dedicated technical staff (at least 5 / per site) to deal with any emergency?**

Note: Please provide list of your claims.

- | | | | |
|-----|-----|----------|--------|
| i. | Yes | 10 Marks | () |
| ii. | No | 00 Marks | () |

d) **Experience in operation and maintenance of electric chiller.**

(Please tick appropriate area)

Note: Please attached site name and contact person for reference.

- | | | | |
|-----|-----|----------|--------|
| i. | Yes | 10 Marks | () |
| ii. | No | 00 Marks | () |

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e) Company is authorized dealer of any foreign HVAC or generator manufacturer:

(Please tick appropriate area)

Note: Please provide certificate of partnership / dealership.

- | | | | |
|-----|-----|----------|--------|
| i. | Yes | 05 Marks | () |
| ii. | No | 00 Marks | () |

f) Number of existing Electro-Mechanical Operation & Maintenance contracts.

Note: Please provide evidence with reference contract number, any four.

- | | | | |
|------|--------|----------|--------|
| i. | 10 + | 10 Marks | () |
| ii. | 6 ~ 10 | 08 Marks | () |
| iii. | 1 ~ 5 | 05 Marks | () |

g) Professional Certification in related works.

Note: Please provide supporting documents of your claims.

- | | | | |
|------|---------------|----------|--------|
| i. | Yes | 05 Marks | () |
| ii. | No | 00 Marks | () |
| iii. | Under renewal | 03 Marks | () |

h) Annual turnover of company.

(Please tick appropriate area)

Note: Please provide supporting documents of your claims.

- | | | | |
|------|---------------|----------|--------|
| i. | 7 + million | 10 Marks | () |
| ii. | 4 ~ 7 million | 05 Marks | () |
| iii. | 1 ~ 3 million | 02 Marks | () |

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7. Terms & Conditions:

The following terms of the supply are agreed by the service providers, firms or companies:

- (i) **Signing of Contract Agreement:** The company / firm / agency will sign the contract agreement as acknowledgement.
- (ii) **Services Deliverable:** All services must be executed as specified in entitlement / authorization. Non-compliance with this condition renders the services liable to non-acceptance.
- (iii) **Duration:** The period of Execution will identify on Contract Agreement for ONE year extendable on mutual agreement and subject to satisfactory performance.
- (iv) **Place of Services:** As specified in the contract agreement unless otherwise informed accordingly.
- (v) **Poor Performance:** Liquidated damages 2% of the total amount will be imposed per month for which the company/agency failed to deliver as per standard or in accordance to the entitlement / authorization.
- (vi) **Service Execution:** Competent Authority reserves the right to change/alter/remove/reduce/enhance services **with or without financial impact**; without assigning any reason and the agency / company will abide the instruction(s).
- (vii) **Condition of Services:** The services in all respects with the requirement of the contract agreement and must be in acceptable format otherwise they will be liable to rejection.
- (viii) **Stamp Duty :** Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
- (ix) **Rejection of Services:** We reserve the right to cancel any or all the services if it is not in accordance with our specification or if the execution of services is delayed.
- (x) **Termination:** That upon termination of this agreement the agency shall be permitted to withdraw all its liabilities, liens, dues, devices, equipment and manpower which may have been placed at anywhere from the time to time.
- (xii) **Advance Payment:** Advance Payment subject to Bank Guarantee.
- (xi) **Submission of Bills/Invoices:** Invoice / bill & Delivery Advice should be submitted to Finance Department.
- (xv) **Arbitration:** 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/agency for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties under Arbitration Act 1940.
- (xvi) **Bid Security:** 2% Bid Security must be deposited along with the Tender Form in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi.
- (xvii) **Price / Rate:** Price / rate must be quoted in Financial Proposal only and submitted in sealed envelope.

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- (xviii) **Performance Security:** Successful bidder should provide 5% Performance Security of total value of Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract / Warranty, whichever is longest.
- (xix) **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- (xx) **General Sales Tax:** General Sales Tax will be paid on applicable items only by the company/firm/agency.
- (xxi) **Certificate:** Please provide NTN and SRB certificate at the time of submission bidding document.
- (xxii) **Government tax(es), levi(es) and charges(s):** It will be charged at actual as per SRO.
- (xxiii) **Validity of Bid:** Validity is for ninety (90) days.
- (xxiv) **Rights:** IBA reserve the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.
- (xxv) **Tender Document:** Tender Document available at the Office of Manager Purchase & Stores, IBA Main Campus, University Road, Karachi.
- (xxvi) **Submission of Documents:** Last date for tender submission is April 10, 2019 upto 3:00pm
- (xxvii) **Opening of Tender:** Tender will be opened on April 10, 2019 at 3:30 pm at IBA Main Campus, University Road, Karachi.
- (xxviii) **Minimum Qualifying Percentage:** is 80%
- (xxix) **Envelopes:** Separate Envelope of Technical Proposal, Financial Proposal & Earnest Money should be further enclosed in a envelope & seal of Company should be affix on opening flaps.
- (xxx) **Taxes :** All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- (xxxi) **Awarded of Contract:** Contract will be awarded on lump sum basis
- (xxxviii) **Rights to Remove:** IBA reserve the right to remove any area of service as per requirement
- (xxxii) **Material Supply:** 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 the prevailing market rate with 15% service charges.
- (xxxiii) **Working Hours:** The current prevailing office time is from 08.00am to 08.00pm, 7-days a week and 365-days a year. All the vendor staff will work as per the timing mentioned. Thumb scan is a mandatory requirement to reflect attendance against each staff at IBA.
- (xxxiv) **Continuity of Service:** The successful bidder while taking over the site will ensure continuity of services. In case of any disruption a fine of 20% for the first monthly bill may be imposed by IBA.
- (xxxv) **Health Safety:** The contractor is responsible for the safety of all its activities including protection of the life & environment on and off the site. IBA is no smoking zone. IBA will not be responsible for any mishap.

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- (xxxvi) **Insurance / Security:** Life Insurance / Security of worker will be the responsibility of contractor.
- (xxxvii) **Child Labor:** All staff must have CNIC and clearly mentioned to discourage work through child labor
- (xxxviii) **Character Certificate:** Contractor must provide character certificate of all workers.

Note:

This Terms & Conditions is integral part of contract agreement besides other clauses / articles.

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8. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the company/firm/agency for overall operation & maintenance of Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at Four Buildings Adamjee, G&T, Library & Admin Building at Main Campus;

M/s _____, 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 IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the company/firm/agency 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.
- (c) The company/firm/agency/ 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, contract, or other instrument, be stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, company/firm/agency 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 company/firm/supplier/agency/service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Note:

This integrity pact is mandatory requirement other than auxiliary services / works.

Stamp & Signature

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s _____

Contact Person _____

Address _____

Tel # _____ Fax _____

Mobile _____ email _____

Stamp & Signature

AGREEMENT DRAFT
Overall Operation & Maintenance of HVAC, Electrical and Allied
System Facilities Installed at Four Buildings at IBA Main Campus
Tender # Maint/11/18-19

THIS AGREEMENT is executed at KARACHI, on this day, 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, having its office at Office # 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, holding CNIC No. _____ on the SECOND PART.

WHEREAS “IBA” intends to obtain Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at Four Buildings Adamjee, G&T, Library & Admin Building at Main Campus Tender # Maint/11/18-19

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

WITNESSETH

“IBA” hereby offer to appoint M/s as their official Services Provider for the specific purpose of “Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at Four Buildings Adamjee, G&T, Library & Admin Building at Main 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 Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at Four Buildings Adamjee, G&T, Library & Admin Building at Main Campus. “THE SERVICE PROVIDER” hereby agree to the offer of the “IBA” in acceptance of the terms & conditions here in below forth.

ARTICLE I
DUTIES & SCOPE OF SERVICE AND AGREEMENT

- 1.1 “THE SERVICE PROVIDER” agrees to provide any/all kind of services & maintenance to “IBA” whenever and wherever required as per the terms & conditions of this Agreement.
- 1.2 “THE SERVICE PROVIDER” will coordinate their work with Sr. Manager Operations & Maintenance, of the “IBA” who will assist “THE SERVICE PROVIDER” in supervision of proposed service(s)/work(s).
- 1.3 “THE SERVICE PROVIDER” is bound to provide items according to the terms & conditions vide Tender # Maint/11/18-19.
- 1.4 Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category relevant to the value of the Works/Services.
- 1.5 Duly enlisted/prequalified with the Owner (if applicable).
- 1.6 All Services to be supplied under this Contract shall have their origin in eligible countries as instructions to Bidders and all expenditures made under the Contract will be limited to such Goods and Services.
- 1.7 For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 The origin of Goods and Services is distinct from the nationality of the Bidder.
- 1.9 Economical, trouble free and complete operation and maintenance of all HVAC units along with its associated equipment and entire Electrical systems at above mentioned locations.
- 1.10 Frequent checking & periodic maintenance of the Allied valves & fittings of the Package units, VRF Units, Floor Standing ACs and Split type AC.
- 1.11 Frequent checking & periodic maintenance of the insulation & Condition of the Ducting system associated with the AC Unit
- 1.12 Operation and Monitoring of Elevators.
- 1.13 Operation & Maintenance of PA System.
- 1.14 Frequent checking & maintenance of Exhaust Fans.
- 1.15 Frequent checking & maintenance of all Electrical components and installations.
- 1.16 Frequent checking, Maintenance& calibration of the instruments related to plant operation.

- 1.17 Housekeeping & cleaning of the plant area to avoid inconvenience & for improved outlook of the facility.
- 1.18 Supply of parts and consumables required for equipment operation and maintenance will be paid at actual subject to prior approval from IBA at an appropriate rate in accordance with prevailing market rate. Minor repair works means install new compressor of the AC units only upto 4ton cooling capacity, relocating/installing new AC units of upto 4-ton, replacement of lighting lamps/tube, fans, switches, small exhaust fan. All other repair works will be charged at actual subject to prior cost approval by IBA.
- 1.19 Maintain daily/weekly /monthly Log sheets of the approved format to record the performance of the plant in accordance with OEM/Consultant recommendation & provide it to owner for record keeping.
- 1.20 Regular inspection of facility's lighting and other integrated system.
- 1.21 Cleaning of all electrical fixtures and DB on regular basis.
- 1.22 Check and Monitor operating condition, operating code, last diagnostic, LCHW set point, current limit set point, nos of starts, running hrs, voltage, current, oil level, CHW temp in & out, CW temp in & out, CW Pressure in & out, maintaining a daily log, chiller use/sequencing, chilled water reset settings & function, evaporator and condenser tubes, motor amperage load limit, compressor and assembly, compressor oil system, electrical connections, refrigerant connections of the chillers in accordance with OEM recommendations.
- 1.23 Conduct visual inspection of cooling towers. Check & Monitor fan motor, suction screen, water float switch, vibration, tower structure, belts & pulleys, water samples, lubrication, motor support and fan blades, motor alignment, drift eliminators, louvers, fill, nozzles, bearings, motor condition and tower cleaning in accordance with OEM recommendations.
- 1.24 Conduct visual inspection of pumps, valves and all mechanical joints. Check and Monitor pump use/sequencing, water, lubrication, packing/mechanical seals, motor/pump alignment, mountings, bearings, strainers, expansion tanks, exchangers, cycle valves and motor condition in accordance with OEM recommendations.
- 1.25 Conduct visual inspection of AHUs, FCUs & Self Contained Units. Check and Monitor voltage, current, condenser and entering/leaving air temperature, cooling coil/evaporator and entering/leaving air temperature, safety device, oil acidity, compressor noise, low/high pressure, air filter, blower motor bearing, fan belt, thermostat, actuator, strainer, insulation, drain tray and lines, electrical components and vibrations in accordance with OEM recommendations.
- 1.26 Conduct visual inspection of 11kV Transformer, HT & LT panels and DBs. Check and Monitor voltage, current, fixed/moving contacts of HT panels, tightness of cable connections, proper cleaning of dust in accordance with OEM recommendations.

- 1.27 Check and monitor the entire electrical distribution system. Rectification of faults and restoration of the system in accordance with OEM recommendations.
- 1.28 Contractor will provide the maintenance program which provides the requirements for:
 - i. Maintenance Planning
 - ii. Maintenance Procedures
 - iii. Preventive Maintenance Reports
 - iv. Predictive Maintenance Reports
 - v. Monthly Fuel Consumption Report of DG Sets
 - vi. Chiller water test reports

ARTICLE II
SCOPE OF PROFESSIONAL SERVICES

- 1.29 THE SERVICE PROVIDER” hereby agree 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/11/18-19.
- 1.30 “THE SERVICE PROVIDER” hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Maintenance & Operations “IBA” as & when required.
- 1.31 In addition to those responsibilities described in the Agreement, Operator shall be responsible for the establishment and implementation of the following programs, standards and procedures, which require Owner approval and which are included in the "Services" to be provided by the Operator.
- 1.32 The program for establishing specific operating goals for each functional Project area, for managing resources to minimize personnel turnover, and for qualifying personnel, to operate and maintain the Project (including the basis for qualification of personnel).
- 1.33 The program for communicating and cooperating with Owner and governmental agencies.
- 1.34 The Project management standards for conduct of operations, Project safety, Project security conduct of maintenance, housekeeping, material condition, and records management.
- 1.35 The program for preparing supporting documentation, meter readings and information necessary to accurately prepare, justify and support monthly invoices in accordance with the terms and conditions of the Project Agreements.
- 1.36 Developing the procedures used to operate the Project as well as monitoring, evaluating, and proposing revisions to such procedures.
- 1.37 The Project operations and monitoring program which provides the requirements for:
 - i. Monitoring of Project Performance
 - ii. Monthly Project Performance Calculations and Report

- iii. Monthly Fuel Consumption Calculations and Report
- iv. Project Permitting and Environmental Reporting
- v. Shift Routines / Operating Practices
- vi. Control of Equipment
- vii. Project Chemistry Control and Water Treatment
- viii. Training Programs
- ix. Operator Qualifications
- x. Operating Procedures
- xi. Status of Major Equipment

1.31 The maintenance program which provides the requirements for:

- i. Maintenance Planning
- ii. Maintenance Procedures
- iii. Preventive Maintenance
- iv. Predictive Maintenance
- v. Maintenance Training

1.32 The materials management program which provides the requirements for:

- i. Procuring Materials and Tools prior to information and approval from IBA.
- ii. Inventory Levels and Control
- iii. Renewal of Inventories

1.33 The diagnostic testing program for maintaining the Project and Project equipment, including both system and component level testing.

1.34 The housekeeping / cleanliness program which provides the requirements for:

- i. Hazardous Material Control
- ii. General Project Cleanliness
- iii. Equipment Condition Inspections
- iv. Hazardous Waste Program

1.35 The problem assessment program which provides the procedure for determining the cause(s) of operational or equipment failures and preventing future failures through recommended improvements, including justification for such recommendations (i.e., basis of recommendation and economic analysis).

1.36 The records management program for maintaining the traceability and documentation of Project performance.

1.37 The Project safety program which provides the requirements for establishing:

- i. Safety Monitoring
- ii. Accident Prevention Program
- iii. Accident Reporting

1.38 Monthly and yearly reporting systems of Project performance.

1.39 The security program for maintaining the security of the Project and surrounding area.

ARTICLE III

MANPOWER & EQUIPMENT REQUIREMENT

- 3.1 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 Services & Maintenance of HVAC Facility for Admin Building at IBA Main Campus.
- 3.2 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 3.3 The Service Provider must adopt Environmental Friendly procedure and avoid the use of Toxic material.

ARTICLE IV
REMUNERATION

- 4.1 The charges will be based on the following;
- 4.2 A liquidated 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.
- 4.3 Payment will be made after submission of invoice. Advance Payment subject to Bank Guarantee.
- 4.4 Performance Security 5% of total amount should be submitted in shape Pay Order before signing of Contract Agreement.
- 4.5 All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination.
- 4.6 Stamp duty 0.35% for Services against total annual value of Work will be levied accordingly.
- 4.7 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 4.8 IBA reserve the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.
- 4.9 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 charge of prevailing market rate with 15% service charges.

ARTICLE V
ARBITRATION

- 5.1 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 VI
TERMINATION

- 6.1 “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 VII
INDEMNITY

- 7.1 “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

- 8.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

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 forgoing the M/srepresents 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 M/s 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, 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, M/s 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 as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

ARTICLE X
MISCELLANEOUS

- 10.1 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.
- 10.2 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 Manager Operations & Maintenance on approved price/rate/cost. Bill/Invoice should be adjusted in monthly bill/invoice.
- 10.3 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 10.4 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.
- 10.5 This agreement is effective from 2019 upto
- 10.6 All terms and conditions of tender vide # Maint/11/18-19 will be the integral part of this agreement and can't be revoked.
- 10.7 The contract may be renewed by mutual consent of both the parties subject to satisfactory performance of the contractor.

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"

NAME:

CNIC # _____

Address:

G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi

M/s

NAME:

CNIC # _____

Address:

WITNESS:

1. _____

CNIC # _____

Address: _____

2. _____

CNIC # _____

Address: _____
