



Rs 4,163/-

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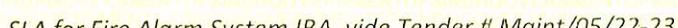
AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day April 01, 2023.

M/s. Institute of Business Administration, Karachi through its General Manager Administration, 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.

M/s. Leiamra Engineering And Controls, having its office at Suite # 211, 2nd Floor, P.E.C.H.S Community Centre, 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 Manager Customer Service Mr. Mirza Athar Baig, holding CNIC No. 42101-4301325-5 on the SECOND PART.

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



WHEREAS "IBA" intends to obtain Fire Alarm System servicing installed at IBA Main Campus.

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

WITNESSETH

"IBA" hereby offer to appoint M/s. Leiamra Engineering And Controls as their official Services Provider for the specific purpose of "SLA for Fire Alarm System at IBA" vide tender # Maint/05/22-23 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. "THE SERVICE PROVIDER" hereby agrees to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I

DUTIES & SCOPE OF WORK & AGREEMENT

The scope of work includes but not limited to the following

1.1 SERVICE PROVIDER will carry out routine visit for normal maintenance and checking as per manufacturer's recommendations and running the Fire Panels. Comprehensive maintenance limited planned maintenance of Fire Panels and associated devices. To keep all fire panels and associated devices installed at both campuses of IBA in functional condition is sole responsibility of The Services Provider. The scope of work shall include:

1.1.1 Check entries to log sheet and ensure that necessary actions are taken. Log Sheet will show following details:

Sr. #	Date	Time	Device Type	Location / Room #	Inspected By	Discrepancy
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1.1.2 Examine batteries and their connection and test them as specified by supplier to ensure the health.

1.1.3 Check alarm function of the panel by operating a detector or call point in each zone check alarm sounders and automatic link to remote centers, if any

1.1.4 Check all ancillary functions of the control panel where possible

1.1.5 Check all fault indicators and circuits by simulating a fault condition

1.1.6 Visually inspect the control, panel for signs of moisture ingress or other deterioration.

1.1.7 Visual inspect whether structural or occupancy changes have affected the requirements for the sitting of call point detector and sounders.

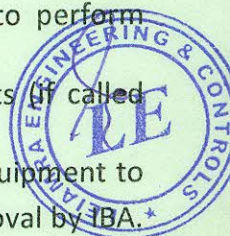
1.1.8 Visually inspect to confirm that a clear space of at least 750mm is preserved in all Directions below each detector, that detectors are sited in accordance with code of practice clauses 12 & or 13 and that call points remain unobstructed and conspicuous.

1.1.9 One technician will be deputed at Main Campus and One technician will be deputed at City Campus IBA site to response against any malfunctioning of installed system.

1.2 Weekly, Monthly, Quarterly periodic inspection and tests as recommended by the code of practice are included in the contract and have to be carried out at IBA Building Karachi, however The Services Provider will provide one training session to our staff to perform weekly monthly and quarterly task as per OEM recommendation.

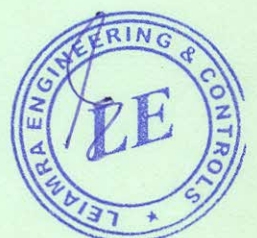
1.3 In addition to one monthly visit, SERVICE PROVIDER will attend Emergency visits (if called upon to do so by IBA) with no extra Cost to IBA with in office hours.

1.4 Replacement of Consumable spares of equipment as per specs of the installed equipment to be done by vendor. IBA will pay cost of the consumable subject to prior cost approval by IBA.



Vendor will provide proper quotation on company letter head with GST details and GST invoice.

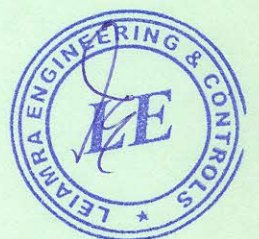
- 1.5 The Services Provider shall carry the maintenance kit (brushes-duster-blower-contact cleaner-carbon eraser-smoke tester spray- tools for dismantling-multimeter-any other necessary tool) during maintenance of system however, the client will supply the ladders that may be required to access the detectors, or any other device connected to fire alarm panel.
- 1.6 Minor Repairs: It includes replacement of Card, Smoke Detectors, Sounders, Interface modules, Batteries for which the Services Provider does not require to dismantle the panel and other associated loops. All such repair will be inclusive in the per month maintenance charges. Material will be paid subject to prior cost approval by IBA at the rate commensurate with market.
- 1.7 Major Repairs: It includes any breakdown or troubleshooting that requires dismantling of the panels and other associated loops etc. Such repairs will be charged at actual subject to prior cost approval by IBA.
- 1.8 Defect rectification and maintenance of the Fire Panels and associated devices shall be carried out by qualified trained staff either during normal business hours (0900 to 1700 hrs, or on Sunday / Holiday) with the mutual consent of IBA & the SERVICE PROVIDER.
- 1.9 SERVICE PROVIDER will make sure to attend the emergency calls within 24 hours. Minimum possible time for its acknowledgement by the service.
- 1.10 The SERVICE PROVIDER will provide complaints attendance facilities during working hours at MAIN CAMPUS & CITY CAMPUS separately. IBA may call the technician up to 11:00pm on any day of the week in case of any emergency. Name & Contact details of all technicians must be provided earlier.
- 1.11 If any equipment or part of equipment requires outside repairs, the SERVICE PROVIDER will take prior cost approval from IBA. However, the transportation / labor will be the responsibility of the SERVICE PROVIDER.
- 1.12 The SERVICE PROVIDER will obtain a work completion certificate on duly filled form, from authorized officer, after each work.
- 1.13 All the old material & parts of the equipment should be properly handed over to in the office in charge IBA.
- 1.14 The SERVICE PROVIDER will ensure the safety of the equipment / staff during shifting of the equipment at site. IBA will not be responsible for any damage that may occur during the shifting.
- 1.15 The SERVICE PROVIDER shall submit to customer a list of recommended spares which IBA will procure and keep for satisfactory maintenance of the equipment. The SERVICE PROVIDER may also supply the spare part subject to prior cost approval by IBA, if requested, on market prevailing rate. All applicable Government Taxes (including GST / SST) will be charged at actual as per SRO. Payment of spares will be made on submission of GST invoice.



1.16 Coverage Area

IBA Building Karachi details are mentioned below.

Building	Area	FA Control Panel	Panel	Detector	Manual Call Point	Sounder	Interface Module
Aman CED	Main campus	Addressable Gent By Honeywell	1	122	15	16	
Tabba Academic Block	Main campus	Addressable Gent BY Honeywell	1	112	22	16	
Power Center	Main Campus	Addressable Gent By Honeywell	1	14	12	10	2
Central Command Center	Main campus	Addressable Gent By Honeywell	1	Winmag 4network	Command FACP &	Center with work station	
Student Center	Main Campus	Non Addressable Gent Honeywell	1	46	4	4	
Fauji Foundation	Main Campus	Addressable Essar Honeywell	1	179	13	13	
Library	Main Campus	Non Addressable Essar Honeywell	1	36	7	5	
Adamjee Academic Block	Main Campus	Non Addressable Gent Honeywell	2	35	17	10	
Boys' Hostel	Main Campus	Non Addressable Gent Honeywell	1	30	20	29	
Visitor Facility Residence	VFR	Non Addressable Gent Honeywell	1	24	9	9	
G & T Auditorium	Main Campus	Non Addressable Gent Honeywell	1	24	11	2	
NBP G-Floor Store Area	Main Campus	Non Addressable HORING LIH INDUSTRIAL	2	10	2	2	
Faisal Bank Academic	City Campus	Non Addressable Gent Honeywell	5	44	25	12	
Towfiq Chinoy Administrative Building	City Campus	Non Addressable Gent Honeywell	7	53	36	13	
HBL Academic Block	City Campus	Non Addressable Gent Honeywell	1	82	11	12	
IBA Aman Tower	City Campus	Addressable Gent By Honeywell	2	292	68	70	14
MJS Auditorium	City Campus	Non Addressable Essar By Honeywell	1	65	11	10	
		Total Device	29	1121	273	242	16



Article II
REMUNERATION

- 2.1 IBA will pay the maintenance / service charges i.e. Rs 1,189,519/= per year (Inclusive of Taxes). The service provider should submit monthly invoice along with completion certificate of Electrical Engineer IBA.

Item #	Description	Total Charges	
		Total Monthly Cost without SST Rs.	Total Annual Cost without SST Rs.
1-	SLA for Fire Alarm System at IBA As per Scope mentioned above	Rs. 87,722.00	Rs. 1,052,672.00
Total		Rs. 87,722.00	Rs. 1,052,672.00
SST		Rs. 11,403.86	Rs. 136,847.36
Total Annual Cost Amount with SST			Rs. 1,189,519.36

- 2.2 The billing by M/S. LEIAMRA ENGINEERING AND CONTROLS would be made according to the charges mentioned in the Annual Maintenance Contract. Any other special charges relating to other work would be conducted according to the nature of the case, on approval from IBA.

Article III:
ARBITRATION

- 2.3 In case of any dispute, difference or question which may at any 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 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 IV:
TERMINATION

- 4.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing one-month notice.

Article V:
INDEMNITY

- 5.1 "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.



NOTICE

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

Article VII: **INTEGRITY PACT**

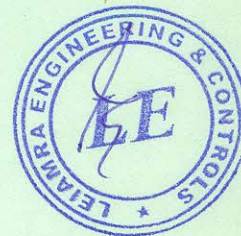
- 7.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 7.2 Without limiting the generality of the forgoing the M/s. Leiamra Engineering And Controls 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.
- 7.3 M/s. Leiamra Engineering And Controls 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.
- 7.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Leiamra Engineering And Controls 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. Leiamra Engineering And Controls as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article VIII: **RENEWAL**

- 8.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and the SERVICE PROVIDER agree so.

Article IX: **MISCELLANEOUS**

- 9.1 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.



9.2 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.

9.3 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.

9.4 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.

9.5 This agreement is effective from **April 1, 2023**, up to **March 31, 2024**.

9.6 This agreement would be extendable for another ONE year with mutual consent.

9.7 The SERVICE PROVIDER will be responsible for Safety, Security & Insurance of their manpower. IBA will not be responsible to any accident and its outcome.

9.8 All staff must have CNIC & clearly mentioned to discourage work through child labor.

9.9 Liquidated Damages:

(a) In case of breach of SLA calculation will be done as per table below and IBA reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rates prescribed in (Service Level Agreement) on the invoiced amount to each violation of SLA.

(b) If work not executed according to the satisfaction of IBA (as per OEM standard), IBA reserves the right to reject it altogether with serving 15 days’ prior notice.

(c) In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per following table

Level	Event	% of Invoiced amount per violation
L1	Severe	1%
L2	Critical	0.5%
L3	High	0.3%
L4	Moderate	0.1%

9.10 Performance Security 5% of total amount of Purchase Order will be provided by “THE SERVICE PROVIDER”.

9.11 SLA Time Matrix:

THE SERVICE PROVIDER shall provide the required services as per SLA matrix given below: -

<i>Equipment</i>	SLA Matrix for Prime Hours		SLA Matrix for Non-Prime Hours	
	Max. Response Time	Max. Rectification Time	Max. Response Time	Max. Rectification Time
Fire Detection & Alarm System and related accessories	2-3 Hours	12 Hours	2-3 Hours	12 Hours

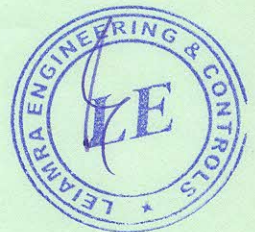
(a) The time mentioned in above table shall not be counted as 'Down Time'. In case THE SERVICE PROVIDER is permitted for providing Stand-By equipment / part in replacement of faulty equipment / part till the faulty equipment / part is repaired / replaced to complete removal of the fault, the purchaser may relax the period for which standby equipment / part is placed from counting the downtime for the said item subject to a maximum period of 5 days.



- (b) In case of three repetitive faults in any equipment due to same reason in a quarter, the time as mentioned in the above table shall be added to the downtime while calculating the overall down time for that quarter and THE SERVICE PROVIDER shall replace the defective component / part with new one within three days.
- (c) Comprehensive Support Level agreement of Fire Detection & Alarm System with part is required.
- (d) Initial contract is for one year, which can be extended to further one year but not more than three years based on the bidder performance. However, Terms & Conditions of the agreement would remain same.

9.12 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and the SERVICE PROVIDER agree so.

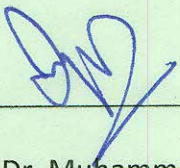
9.13 SERVICE PROVIDER shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of SERVICE PROVIDER and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.



Article X
SEVERABILITY


10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

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: Dr. Muhammad Asad Ilyas
CNIC # 42301-4497722-9
Address:
Registrar, Institute of Business
Administration Main Campus
University Road, Karachi


WITNESS:

1. 

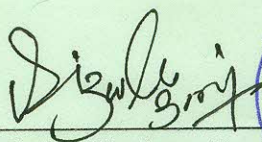
Syed Fahad Jawed

CNIC # 42201-9125136-3
Address:
Head of Procurement
Institute of Business
Administration Main Campus
University Road, Karachi

Focal Person IBA
Rehan Hussain



M/s Leiamra Engineering And Controls
NAME: Adnan Fazl
CNIC # 42201-2428984-5
Address: Suite # 211, 2nd Floor, P.E.C.H.S
Community Centre, Karachi

2. 

M/s Leiamra Engineering And Controls
NAME: Nirza Rizwan Baig
CNIC # 42201-5290901-5
Address: House #6, Block #12, Area SIC
Landhi no. 6. Karachi.