

Tender Fee: Rs. 2,000/-  
(Non-Refundable)

## **TENDER FORM**

### **Tender # IT/26/21-22 Provide, Supply, Install and Commission the UPS**

Date of Issue : May 20, 2022  
Last Date of Submission : June 10, 2022 (3:00 PM)  
Date of Opening of Tender : June 10, 2022 (3:30 PM)

Company Name: \_\_\_\_\_

NTN: \_\_\_\_\_, SRB Registration Number: \_\_\_\_\_

GST Registration Number: \_\_\_\_\_

Pay Order / Demand Draft # \_\_\_\_\_, Dated: \_\_\_\_\_

Amount of Rs. \_\_\_\_\_, Drawn on Bank: \_\_\_\_\_

**Notice Invitation Tender (NIT)****Tender Notice**

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpayers of manufacturers/firms/companies/distributors/suppliers registered with relevant tax authorities for the following tender.

<b>Tender Title (Ref. No.)</b>	<b>Procedure</b>	<b>Bid Security</b>
Provide, Supply, Install and Commission the UPS (IT/26/21-22)	Single Stage One Envelope	2%
<b>Tender Fee &amp; Dates</b>		
Fee: Rs. 2,000/- Issuance start date: May 20, 2022, at 9 AM Issuance end date & time: June 10, 2022, at 3 PM Submission date & time: May 20, 2022, to June 10, 2022, from 9 AM to 3 PM Opening date & time: June 10, 2022 at 3:30 PM		

Tender Documents may be collected after submission of paid fee challan from the Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). Alternatively, the tender document can be downloaded from the website. The Tender fee challan is to be generated from the IBA website <https://www.iba.edu.pk/tenders> which may be deposited in any branch of Meezan Bank Ltd. Sealed bids should be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi and will be opened on the same date & venue in the presence of the bidders' representatives who may wish to attend. In case of a holiday, the tender shall be opened/received on the next working day at the same place and time. Bid Security in form of Pay Order or Demand Draft has to be submitted in favour of "IBA Karachi" along with the Tender.

Kindly mention "Tender Number" at the top left corner of the envelope.

**N.B.** IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

**REGISTRAR**

IBA, Main Campus, University Enclave, Karachi 75270  
111-422-422 Fax (92-21) 99261508

Contact Person Sr. Executive Procurement on 38104700 ext: 2152  
Email [tenders@iba.edu.pk](mailto:tenders@iba.edu.pk) Website <https://www.iba.edu.pk/tenders>

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## 1. Introduction

Dear Tenderer

Thank you for the interest you have shown in response to the IBA's advertisement which has floated on IBA & SSPRA websites on May 20, 2022, to "Provide, Supply, Install and Commission the UPS".

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 over time.

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

Please contact Senior Executive Procurement on 38104700 ext: 2152 for any information and query.

Thank you

-sd-

**Registrar**

## 2. Instructions

### a. Sign & Stamp

It is necessary to fill in the Tender Form meticulously and sign & stamp every page. Moreover, attach the required supporting documentation according to the requirement. The tender document will be accepted ONLY on the IBA's prescribed Tender Document available on IBA's Website.

### b. Filling of Tender Form

It is mandatory to fill 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 the item/column name or number etc that referred to the column/item of the Tender Form.

### c. Collection of Tender

You can collect the Tender Document from the office of Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from May 20, 2022, to June 10, 2022, during working 9:00 AM to 3:00 PM.

### d. Tender Number

Please mention "Tender Number" at the top left corner of the envelopes. IBA, Karachi may reject any bid subject to the relevant provision of SPP Rules 2010 and may cancel the bidding process at any time before acceptance of bid or proposal as per Rule-25(i) of said rules.

### e. Communication

Any request for clarification regarding technical specification should be submitted in writing to:

Contact Person (IBA):	Executive Procurement ICT Institute of Business Administration, Main Campus, University Enclave, Karachi
Tel #:	021 38104700; Ext 2155
Email:	<a href="mailto:tenders@iba.edu.pk">tenders@iba.edu.pk</a>

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Stamp & Signature

**f. Submission of Documents and Address**

Separate envelopes clearly labelled for 'Original Document' and 'Bid Security' must be submitted on or before the last date to submit the Tender Documents. The Tender Documents can be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 3:00 PM on June 10, 2022. **Tender Documents received by fax or email will not be accepted.**

**g. Date of Opening of Tender**

The bid will be opened on May 20, 2022, at 3:30 PM at IBA Main Campus, in presence of representative bidders who may care to attend.

**h. Rights**

Competent authorities reserve the right to accept or reject any quotation/tender without any reason thereof.

**i. Point of Delivery**

Supply will be delivered at IBA Store Main Campus University Enclave Karachi. IBA is not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

**j. Site Survey**

Bidders may survey the sites and quote services accordingly:

- **Point of Contact:** Mr. Rashid Khan
- **Location:** IBA Main Campus, University Enclave, University Road, Karachi.
- **Day & Time:** to be confirmed from Supervisor Data Center on writing (email: [khanr@iba.edu.pk](mailto:khanr@iba.edu.pk))

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Stamp & Signature

### 3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Provide, Supply, Install and Commission the UPS
- (c) **Procuring Agency's address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Ninety (90) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date of submitting the Tender Document in a sealed envelope is June 10, 2022, by 3:00 PM in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend.
- (g) **The Venue, Time, and Date of Bid Opening:** The Tender will be opened on June 10, 2022, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Time for Completion from written order of commencing:** 30 days.
- (i) **Liquidity damages:** Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery.
- (j) **Deposit Receipt No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Amount** (in words and figures): \_\_\_\_\_  
**Pay Order / Demand Draft #:** \_\_\_\_\_, **Amount: Rs** \_\_\_\_\_  
**Drawn on Bank:** \_\_\_\_\_, **Dated:** \_\_\_\_\_

\_\_\_\_\_  
Stamp & Signature

## **4. Terms & Conditions**

### **a. Bid Security**

Bid Security, in the shape of a bank draft/pay order in the name of “**Institute of Business Administration**” Karachi, equivalent to 2% of the total cost of bid, should be submitted along with the tender documents.

### **b. Performance Security**

Successful bidder should provide 5% Performance Security of total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee prior to the signing of the Contract. The Performance Security shall extend at least three months beyond the Completion of the contract.

### **c. Validity of the Tender**

All proposals and prices shall remain valid for a period of 90 days from the closing date of the submission of the proposal. However, the Manufacturer/firms/companies/distributors/suppliers are encouraged to state a longer period of validity for the proposal.

### **d. Currency**

All currency in the proposal shall be quoted in Pakistan Rupees (PKR).

### **e. Ownership**

The ownership of all products and services rendered under any contract arising as a result of this tender will be the sole property of IBA.

### **f. Arbitration and Governing Law**

This tender and any contract executed under this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all Manufacturer/firms/companies /distributors/suppliers responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani courts. The arbitration proceeding will be governed by the Arbitration Act, 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

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Stamp & Signature



**g. Acceptance of Tender**

The IBA reserves the right not to accept the lowest and to annul the bidding process without assigning any reason whatsoever. IBA Karachi may ask to provide a demo unit that the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

**h. Support Capabilities**

The Manufacturer/Firms/Companies/Distributors/Suppliers should indicate the support capabilities for all the hardware provided during the course of the warranty.

**i. Compliance to Specifications**

The manufacturer/firms/companies/distributors/suppliers shall provide information as per requirements given in BoQ. However, manufacturer / firms / companies / distributors / suppliers can submit multiple solutions. Manufacturers/firms/companies/distributors/suppliers may not propose/supply any kind of refurbished hardware equipment's / components in their proposals.

**j. Cancellation**

IBA reserves the right to cancel any or all of the above items if the material is not in accordance with its specifications or if the delivery is delayed.

**k. Invoice**

Invoice/bill should be submitted to Purchase Department.

**l. Stamp Duty**

Stamp duty 0.35% against the total value of Purchase / Work Order will be levied accordingly.

**m. Delivery Time**

The supplies and services should be delivered at IBA Store, Main Campus, University Enclave, Karachi within 04 to 08 weeks after receiving of Purchase / Work Order.

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Stamp & Signature

## 5. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the manufacturer/supplier/distributor works;

M/s. \_\_\_\_\_, the manufacturer / supplier / distributor hereby declares that:

- (a) Its intention not to obtain the Provide & Supply 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 Bidder 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 Provide & Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The Bidder 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, Bidder 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/bidder as aforesaid for the purpose of obtaining or inducing Provide & Supply/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

## **6. Project Summary**

Institute of Business Administration, Karachi (IBA) requires 'Supply & Installation with Complete Commissioning of UPS without batteries, as per below given Scope of Work and Bill of Quantity.

- a) Dismantling and replacement of existing UPS with required UPS respectively.
- b) Deployment & complete installation with commissioning including all required accessories.
- c) Onsite comprehensive warranty for three years.
- d) Technical support and firmware upgrade.
- e) Included mentioned and necessary accessories for commissioning.

## **7. Scope of Work**

- a) The selected bidder shall be responsible for providing three years of comprehensive services.
- b) The scope of this bid, and its subsequent order, is to provide Supply, installation, commissioning, and Support/warranties (three years) of equipment and components with transport and labour charges included in the BOQ.
- c) The selected bidder will be responsible to respond as specified below to calls, whether normal or urgent, for maintenance/support/replacement etc. of items that are part of this BoQ.
- d) 24x7 on-site support with 2 hrs initial response time.
- e) 24x7 on-site support with 4 hrs turnaround time.
- f) The selected bidder should be responsible for handling level 2 and 3 technical support issues.
- g) Bidder must provide backup in case of delay in delivery of the relevant model, as specified in BoQ.
- h) The onsite comprehensive replacement warranty period of three years is mandatory which includes replacement of the equipment included in BoQ (if necessary) without any additional cost.
- i) Bidder should provide training to at least two staff members of IBA for the proposed solution on principal aggradation centre.

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Stamp & Signature

## 8. Bidder Qualification Criteria

S.No.	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Successful completion of at least three (03) similar projects completed / in hands in last three years.	
2	Last 3 years' turnover with a minimum 20 million (per year) as Audited financial statement and Annual Return	
3	Sales tax registration certificate with last month return copy both FBR and / or SRB and NTN certificates at the time of submission of bid.	
4	Authorized Partnership/distribution/OEM certificate.	
5	Principal/OEM presence in Pakistan is mandatory.	

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 Stamp & Signature

## 9. Bill of Quantity

S.No.	Description	Quoted Brand	Quoted Model	Qty	UOM	Rate	Total Amount
1	<p><b>UPS (without batteries)</b> <b>Capacity: 60-KVA</b></p> <p>Input Phase: 3-Phase Acceptable Voltage Range: 190-520 VAC (3 phase) @ 50% load; 305 478 VAC (3 phase) @ 100% load Frequency Range: 40-70 Hz Input Power Factor: <math>\geq 0.99</math> @ 100% Load</p> <p>Output Phase: 3 Phase Output Volt: 3x360/380/400/415 VAC Output Power Factor: 1 Ac Voltage regulation: <math>\pm 1\%</math> Current Crest Ratio: 3:1 Frequency: 50/60Hz Transfer Time: Zero Overload AC Mode: 100~110% for 60 min, 110~125% for 10 min, 125~150% for 1 min, &gt;150% 400 ms Harmonic Distortion: <math>\leq 1\%</math> THD (Linear Load); 3% THD (Nonlinear) Parallel Capacity: 4</p> <p><b>Efficiency:</b> AC Mode: 96%, ECO Mode: 99% Battery Mode: 96%</p> <p>Battery Voltage – Vdc: 384 - 540 Charging Current -A: 2-32</p> <p><b>Environment:</b> Operational Condition: 0-40C, 0-95%RH (no Condensing) Noise Level: &lt; 65dB @ 1 Meter</p> <p><b>Management:</b> Monitoring Access: SNMP</p> <p><b>Warranty:</b> 03 Years Comprehensive Onsite Warranty</p>			1	Each		

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 Stamp & Signature

S.No.	Description	Quoted Brand	Quoted Model	Qty	UOM	Rate	Total Amount
2	<p><b>UPS (without batteries)</b> <b>Capacity: 40-KVA</b></p> <p>Input Phase: 3-Phase Acceptable Voltage Rang: 190-520 VAC (3 phase) @ 50% load; 305 478 VAC (3 phase) @ 100% load Frequency Range: 40-70 Hz Input Power Factor: <math>\geq 0.99</math> @ 100% Load</p> <p>Output Phase: 3 Phase Output Volt: 3x360/380/400/415 VAC Output Power Factor: 1 Ac Voltage regulation: <math>\pm 1\%</math> Current Crest Ratio: 3:1 Frequency: 50/60Hz Transfer Time: Zero Overload AC Mode: 100~110% for 60 min, 110~125% for 10 min, 125~150% for 1 min, &gt;150% 400ms Harmonic Distortion: <math>\leq 1\%</math> THD (Linear Load); 3% THD (Nonlinear Load) Parallel Capacity: 4</p> <p><b>Efficiency</b> AC Mode: 96%, ECO Mode: 99% Battery Mode: 96%</p> <p>Battery Voltage – Vdc: 384 - 540 Charging Current -A: 1-16</p> <p><b>Environment</b> Operational Condition: 0-40C. 0-95%RH (no Condensing) Noise Level: &lt; 63dB @ 1 Meter</p> <p><b>Management</b> Monitoring Access: SNMP</p> <p><b>Warranty:</b> 03 Years Comprehensive Onsite Warranty</p>			1	Each /Pcs		

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 Stamp & Signature

S. No.	Description	Quoted Brand	Quoted Model	Qty	UOM	Rate	Total Amount
3	<b>Service Charges of installation and commissioning, dismantling of Existing Circuit Breakers and Installation of New Circuit Breakers and other accessories</b>			1	Job		
	MCCB Circuit Breakers 125Amp, TP						
	BCB Circuit Breakers 150 AMP, DC, TP 500 VDC						
	Electric Cables DC, Flexible Cable, 35 mm, 1 core (approx. 20-meter length total), Black						
	Electric Cables DC, Flexible Cable, 50 mm, 1 core (approx. 35-meter length total), Black						
	Metallic Lugs with Sleeves for 35 mm & 50 mm Cables						
	Battery Terminal Rubber Boots of 35 mm & 50 mm, Red & Black						
	BCB Box, 4 pole breaker, 15 x 15 inches						
	Channel Duct: 40 x 60 (approx. 20ft length total), Adamjee or equivalent						
	PVC Power Terminal Covers Useful up to 50 mm Cable, Red & Black						
	Plastic Cable Ties: 12"						
	Flexible PVC Pipes, 2" dia (approx. 100ft length total), Jeddah or Pak Arab or equivalent						
	PVC Electric Tape: 18mm/10Y, White, Osaka or equivalent						
			<b>Total Amount</b>				
			<b>13% SST</b>				
			<b>17% GST</b>				
			<b>Grand Total Amount</b>				

**Grand Total Rupees (in words)** \_\_\_\_\_

\_\_\_\_\_  
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



## 11. General Conditions of Contract

THIS SERVICE LEVEL AGREEMENT is made at Karachi on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and will commence \_\_\_\_\_ (Effective Date) till \_\_\_\_\_ (Termination Date), in the continuation of contracts Bid Nos. IT/26/2021-22, for the SLA with warranty support of UPS;

BY AND BETWEEN

Institute of Business Administration Karachi, an Educational Institution formed and existing under the laws of the Islamic Republic of Pakistan, having its Main Campus, University Enclave, University Road, Karachi - 74400 Pakistan. (hereinafter, "Client", which term wherever occur in these presents shall mean and include its successors-in-interest, executors and assigns) of the One Part;

AND

M/s \_\_\_\_\_, incorporated under the laws of Islamic Republic of Pakistan and having its registered head office at \_\_\_\_\_ hereinafter referred to as "SERVICE PROVIDER" which expression shall, where the context so admits, mean and include its successors-in-interest, nominees, legal representatives, administrators and permitted assigns) of the Other Part.

(IBA and the M/s \_\_\_\_\_ shall hereinafter collectively be referred to as the "Parties" and singly as "Party").

### RECITALS

WHEREAS:

- a) IBA is an educational Institute desirous of hiring the Services (defined below);
- b) The M/s \_\_\_\_\_ has represented that it has the requisite resources, necessary infrastructure, approvals and skills to provide the Services to IBA as detailed herein; and
- c) Based on the representation of the M/s \_\_\_\_\_, IBA has agreed to avail the Services from the M/s \_\_\_\_\_ on the terms and conditions as set out in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and in consideration of the mutual covenants contained herein, the Parties do hereby agree, undertake and declare as under:

### Article I

#### DUTIES & SCOPE OF SERVICES & WORKS AND AGREEMENT

"SERVICE PROVIDER" will be responsible for the smooth functioning of their delivered and installed UPS Equipment's as per BOQ in Article III.

“SERVICE PROVIDER” must ensure that the equipment is fully operational and perform properly. The scope of the project is to provide three comprehensive warranties of all UPS equipment and components of UPS (without batteries) requested in BOQ at SBD.

Following requirements define the scope of work of this agreement.

- a) “SERVICE PROVIDER” will provide corrective maintenance, preventive maintenance, provisioning of extended warranties for UPS including all card DC circuit breaker and Communication cards (SNMP) etc.
- b) “SERVICE PROVIDER” shall be responsible for parts replacement and installation, of all or any parts of the equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning, physical damage or theft.
- c) “SERVICE PROVIDER” would also be responsible for the dismantling of batteries from existing UPS and installation of those batteries in delivered/required UPS.
- d) “SERVICE PROVIDER” would respond to events on urgent basis as per SLA mention in this SBD.
- e) In terms of BIOS / firmware support, Technology Partner will be monitoring the updates and will be responsible to inform Client if any available. Client will have the option to get the updates or continue working on the existing version.
- f) “SERVICE PROVIDER” will be providing a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls. Kindly refer to the Call Logging Procedure in Schedule H which provides detailed description of how to log a call and its working.
- g) “SERVICE PROVIDER” is responsible to provide Backup unit (with same or higher rating) in case of delay in part replacement.
- h) The quantity of UPS mentioned in the BoQ can be decrease at any time of the contract. M/s \_\_\_\_\_ the “SERVICE PROVIDER” would charge actual cost of UPS services through cost reduction if we remove any UPS from BoQ.

#### **RESPONSIBILITIES OF THE PARTIES**

“SERVICE PROVIDER” shall be responsible for the following:

- a) Participating in IBA meetings if necessary.
- b) RM meetings / Conference calls for quarterly progress.

IBA SHALL be responsible for the following:

- a) Daily operations of all sites.
- b) Designating a person to whom all “SERVICE PROVIDER” communications may be addressed and who has the authority to act on all aspects of the services.
- c) Providing adequate access to “SERVICE PROVIDER” engineer to access the installed sites.
- d) Site environment monitoring will be the responsibility of IBA.

#### **FUTURE DEVELOPMENTS AND UPGRADES**

- a) The “SERVICE PROVIDER” shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- b) Any additional requirements requested by IBA will be subject to mutually agreed additional charges based on the complexity of the requirements and/or changes.

## Article II

### SCOPE OF PROFESSIONAL SERVICES

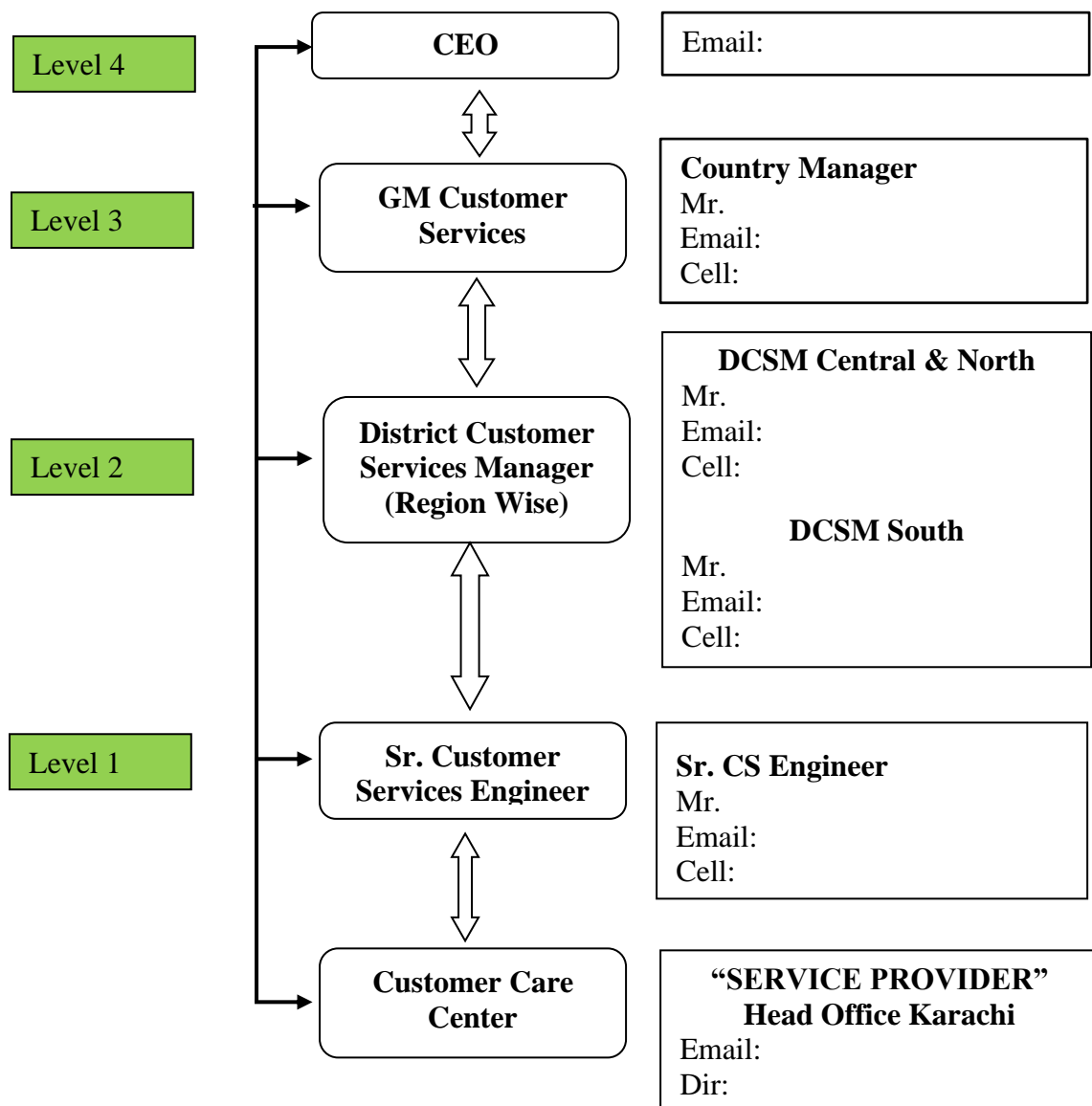
- 2.1 In addition to and notwithstanding any other right or obligation arising under this Agreement the “SERVICE PROVIDER” shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure Data Protection that any / all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuse, and that only the “SERVICE PROVIDER” personnel designated for the purpose of Services have access to the Data.
- 2.2 The “SERVICE PROVIDER” shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
- i) comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA’s or customers of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for the purpose of this Agreement; and
  - ii) use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with use of such Data, and not retain the Data for any longer than is necessary for these purposes; and
  - iii) not disclose the Data without the written authority of IBA (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to the “SERVICE PROVIDER” within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
  - iv) observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
  - v) take all reasonable steps to ensure the reliability of the personnel which will have access to any Data and ensure that any employee of the “SERVICE PROVIDER” (or of any of the “SERVICE PROVIDER” 's sub-contractors) requiring access to any Data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the “SERVICE PROVIDER” (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and
  - vi) consider all suggestions by IBA’s personnel to ensure that the level of protection provided for the Data is in accordance with this Agreement and to make the

changes suggested (at the “SERVICE PROVIDER” 's cost) unless the “SERVICE PROVIDER” can prove to IBA’s reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause; and

vii) Immediately notify IBA when it becomes aware of a breach of this Clause.

2.3 The “SERVICE PROVIDER” acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom the “SERVICE PROVIDER” is authorized to publish or disclose the fact or document) may be a criminal offence.

2.4 Customer Call Escalation Process



- i) **Scope:** The scope of this procedure covers the activities of Customer Care Center involving in customer call escalation process for services provided by the S&AP customer services department under SLA or Warranty status
- ii) **Definition:** The Customer call is any query, problem in hardware / software services provided by S&AP customer services department reported at customer care center or directly to engineers on their cell phone for UPS
- iii) **Customer Call Escalation Process:**
1. Call escalation process will be submitted to customers with SLA or Sales proposal.
  2. All customer calls will be logged as per call logging process.
  3. The call will be escalated to Senior Customer Service Engineer, DCSM, CMCS, and CEO, from customer care center as per process or customer can directly make contact if required.
  4. Customer Relation Executive (CRE) will follow up on every level with all concerned till call closed.
- iv) **Hours of Coverage:** "SERVICE PROVIDER" will provide maintenance and support for 24x7 Basis.

- v) **Response Time:** Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	30 minutes
Severity Level 2 (S2)	1 hour
Severity Level 3 (S3)	2 hours

- vi) **Severity Levels:** "SERVICE PROVIDER" and concerned IBA personnel will determine and assign the severity of reported issue / case in accordance with the following definitions:
- a) **Severity Level 1 (S1):** A Problem that criticality impacts customer's ability to do business. A significant number of users of the system and/or network are currently unable to perform their tasks as necessary. The system down or severely degraded. A system or major application is totally down. Examples: Network out of service, hardware or software breaks down etc.
  - b) **Severity Level 2 (S2):** A Problem that impacts customer's ability to do business, the severity of which is significant and may be repetitive in nature. A function of the system, network or product is impacted which impedes the customer from meeting daily production deliverables. Examples: a peripheral (tape drive), Server Hard disk is down but business can be conducted etc.
  - c) **Severity Level 3 (S3):** A minor problem is one that negligibly impacts customer's ability to do business. These calls also include questions and/or general consultation. Examples: Queries etc.

**Article III**  
**Bill of Quantity**

S.No.	Description	Qty	UOM
1	<b>UPS (without batteries)</b> <b>Capacity: 60-KVA</b>	1	Each
	Input Phase: 3-Phase Acceptable Voltage Range: 190-520 VAC (3 phase) @ 50% load; 305 478 VAC (3 phase) @ 100% load Frequency Range: 40-70 Hz Input Power Factor: $\geq 0.99$ @ 100% Load		
	Output Phase: 3 Phase Output Volt: 3x360/380/400/415 VAC Output Power Factor: 1 Ac Voltage regulation: $\pm 1\%$ Current Crest Ratio: 3:1 Frequency: 50/60Hz Transfer Time: Zero Overload AC Mode: 100~110% for 60 min, 110~125% for 10 min, 125~150% for 1 min, >150% 400 ms Harmonic Distortion: $\leq 1\%$ THD (Linear Load); 3% THD (Nonlinear) Parallel Capacity: 4		
	<b>Efficiency:</b> AC Mode: 96%, ECO Mode: 99% Battery Mode: 96%		
	Battery Voltage – Vdc: 384 - 540 Charging Current -A: 2-32		
	<b>Environment:</b> Operational Condition: 0-40C, 0-95%RH (no Condensing) Noise Level: < 65dB @ 1 Meter		
	<b>Management:</b> Monitoring Access: SNMP		
	<b>Warranty:</b> 03 Years Comprehensive Onsite Warranty		
2	<b>UPS (without batteries)</b> <b>Capacity: 40-KVA</b>	1	Each/ Pcs
	Input Phase: 3-Phase Acceptable Voltage Rang: 190-520 VAC (3 phase) @ 50% load; 305 478 VAC (3 phase) @ 100% load Frequency Range: 40-70 Hz Input Power Factor: $\geq 0.99$ @ 100% Load		
	Output Phase: 3 Phase Output Volt: 3x360/380/400/415 VAC Output Power Factor: 1 Ac Voltage regulation: $\pm 1\%$ Current Crest Ratio: 3:1 Frequency: 50/60Hz Transfer Time: Zero Overload AC Mode: 100~110% for 60 min, 110~125% for 10 min, 125~150% for 1 min, >150% 400ms Harmonic Distortion: $\leq 1\%$ THD (Linear Load); 3% THD (Nonlinear Load)		

	Parallel Capacity: 4		
	<b>Efficiency</b> AC Mode: 96%, ECO Mode: 99% Battery Mode: 96%		
	Battery Voltage – Vdc: 384 - 540 Charging Current -A: 1-16		
	<b>Environment</b> Operational Condition: 0-40C. 0-95%RH (no Condensing) Noise Level: < 63dB @ 1 Meter		
	<b>Management</b> Monitoring Access: SNMP		
	<b>Warranty:</b> 03 Years Comprehensive Onsite Warranty		
	<b>Service Charges of installation and commissioning, dismantling of Existing Circuit Breakers and Installation of New Circuit Breakers and other accessories</b>	1	Job
	MCCB Circuit Breakers 125Amp, TP		
	BCB Circuit Breakers 150 AMP, DC, TP 500 VDC		
	Electric Cables DC, Flexible Cable, 35 mm, 1 core (approx. 20-meter length total), Black		
	Electric Cables DC, Flexible Cable, 50 mm, 1 core (approx. 35-meter length total), Black		
3	Metallic Lugs with Sleeves for 35 mm & 50 mm Cables		
	Battery Terminal Rubber Boots of 35 mm & 50 mm, Red & Black		
	BCB Box, 4 pole breaker, 15 x 15 inches		
	Channel Duct: 40 x 60 (approx. 20ft length total), Adamjee or equivalent		
	PVC Power Terminal Covers Useful up to 50 mm Cable, Red & Black		
	Plastic Cable Ties: 12"		
	Flexible PVC Pipes, 2" dia (approx. 100ft length total), Jeddah or Pak Arab or equivalent		
	PVC Electric Tape: 18mm/10Y, White, Osaka or equivalent		

**Note:**

- Health Check will be conducted prior taking equipment under agreement, all faulty identified will be on customer.
- All R & R will be done either by identical parts/units or equivalent capacity.

**Services provided:**

<b>Maintenance Plan:</b>	Comprehensive Maintenance
<b>Support Coverage:</b>	24 x 7 x 365 x 3
<b>Frequency of Service for PM:</b>	Quarterly perform during ENP normal business working hours Monday-Saturday; 09:00 AM – 06:00 PM
<b>Breakdown Service</b>	Inclusive and non-chargeable for free labor
<b>Parts &amp; Materials:</b>	Inclusive and Non-Chargeable to Customer
<b>Battery System</b>	Exclusive and Chargeable to Customer

**Article IV****CONFIDENTIALLY**

- All information concerning IBA which is provided to the "SERVICE PROVIDER" and vice versa in connection with this Agreement ("**Confidential Information**"), will be kept

confidential by either Party, its affiliates, agents, advisors, directors, officers, or employees and, without the prior written consent of the other, each shall not:

- (i) distribute or disclose any of the Confidential Information in any manner;
- (ii) permit any third-party access to the Confidential Information; and
- (iii) use the Confidential Information for any purpose other than as agreed in writing by the Party providing the information.

b) In the event that the receiving Party received a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a government body, the receiving third party agrees to promptly notify the sending Party of the existence, terms and circumstances surrounding such a report so that the sending Party may seek an appropriate injunctive relief to safeguard the Confidential Information. If the receiving Party is compelled to disclose any of the Confidential Information, it will disclose only that portion thereof which it is compelled to disclose and shall use its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed. Confidential Information shall not include any information which:

- (i) has become generally available to the public through no fault or action of the receiving Party; or
- (ii) is in the possession of the receiving Party prior to the date hereof, provided that such information is not known by the receiving Party to be subject to another confidentiality agreement and further provided that such information was obtained independently and without the assistance of the sending Party; or
- (iii) is or becomes available to the receiving Party on a non-confidential basis from any third party, the disclosure of which to the receiving Party does not violate any contractual, legal or fiduciary obligation such third party has to the sending Party.

c) Without limiting the generality of the foregoing, neither Party will publicly disclose the terms of this Agreement without the prior written consent of the other. Furthermore, neither of the Parties will make any use of Confidential Information of the other Party except as contemplated by this Agreement; acquire any right in or assert any lien against the disclosing Party's Confidential Information except as contemplated by this Agreement; or refuse to promptly return, provide a copy of or destroy such Confidential Information upon the request of the disclosing Party, save for when destruction of such information would result in an impediment in the receiving Party's performance of this Agreement. In such an event, the receiving Party shall inform the disclosing Party in writing of its inability to do so, state clearly the reasons thereof and the time period in which the request will be complied with. The obligations of confidentiality herein shall remain in full force and effect during the life of this Agreement and two (2) consecutive years after termination thereof.

#### **Article V**

#### **LIMITATION OF LIABILITY AND INDEMNIFICATION**

a) In the event of any breach by the "SERVICE PROVIDER" of its obligations, warranties and/or responsibilities under this Agreement, the "SERVICE PROVIDER" shall hold IBA,



its subsidiaries, affiliates, officers, directors, employees and representatives harmless and indemnified from and against any and all losses (including without limitation any personal injury or death of any person), damages, claims, costs, liability, payments and obligations and all expenses (including without limitation reasonable legal fees) incurred, suffered, sustained or required to be paid, directly by or sought to be imposed upon IBA or its subsidiaries, affiliates, officers, directors, employees and representatives.

- b) The "SERVICE PROVIDER" shall maintain the highest professional code of conduct in its dealings. The "SERVICE PROVIDER", its partners, employees, contractual staff etc. shall be responsible for any loss, delay or inconvenience caused to IBA by an act, omission or negligence with respect to the Services and disclosure of Confidential Information or breach of any of the terms of this Agreement. This is without prejudice to any other rights available to IBA under this Agreement or any other applicable laws.

#### **Article VI**

#### **FORCE MAJEURE**

- a) Parties shall not be liable for any non-performance of any obligation under this Agreement caused by any cause which is beyond the affected Party's reasonable control, including Acts of God, insurrection of civil disorder, war or military operations, national or local emergency, acts or omissions of the local or national government (excluding any actions taken on account of breach of any legal obligation by the affected Party), or other competent authority, industrial disputes which are widespread, fire, lightning, explosion, flood, subsidence, electric shock and inclement weather ("**Force Majeure**").
- b) Upon the happening of a Force Majeure event which continues for more than fourteen (14) Working Days, IBA may elect to terminate this Agreement with immediate effect or suspend the performance of this Agreement in whole or in part for the duration of the Force Majeure event. In the event of termination, the Parties shall settle all outstanding amounts owing to the other immediately prior to the occurrence of such Force Majeure event.
- c) In the event that the Services or any part thereof is suspended on account of any Force Majeure event, no fees shall be payable pursuant to this Agreement for the Services or any part thereof throughout the duration of such event, but IBA shall continue to pay in accordance with Clause 3 for all outstanding amounts and all other charges billed for the Services preceding the effective date of suspension.

#### **Article VII**

#### **ARBITRATION**

- a. The Parties shall endeavor to settle all disputes arising out of this Agreement amicably, failing which such disputes shall be settled in accordance with Arbitration Act, 1940 and the rules made there under.
- b. Any dispute arising under or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be submitted to two joint arbitrators, one to be appointed by each of the Party, and failing agreement between the arbitrators, to the decision of the umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the umpire, as the

case may be, shall be final and binding on the Parties. The venue of the arbitration shall be Karachi and the arbitration proceedings shall be conducted in English Language.

**Article VIII**

**GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Pakistan. The courts of competent jurisdiction in Karachi, Pakistan are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

**Article IX**

**SEVERABILITY**

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.

**Article X**

**NOTICES**

- a) Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing.
- b) Any such notice or other communication shall be addressed and shall be deemed to have been duly given or made as follows:
  - (i) If sent by personal delivery or fax, upon receipt at the address or fax number of the relevant part;
  - (ii) If sent by first class post or courier, upon delivery to the addressee.
- c) The relevant addressee and address of each Party for the purpose of this Agreement are:

	Address
M/s _____	UAN: _____
	Tel no:
	Fax:
	E-mail:
Institute of Business Administration, Karachi	Address IBA Karachi Main Campus, University Enclave, University Road, Karachi. Email:..... Telephone: (9221) ..... Fax: (9221) .....

- d) Either Party may notify the other Party to this Agreement of a change to its name relevant addressee or address provided that such notification shall only be effective on:
  - (i) The date specified in the notifications i.e. the date on which the change is to take place; or
  - (ii) if no date is specified or the date specified is less than five (5) Working Days after the date on which notice is given, the date falling five (5) Working Days after notice of any such changes has been given.

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

**Article XI**  
**AMENDMENTS**

Any term of this Agreement may be amended or waived with the prior written consent of both Parties.

**Article XII**  
**M/s** \_\_\_\_\_ **UNDERTAKINGS**

The "SERVICE PROVIDER" agrees and undertakes:

- a) It shall supervise and direct the performance of Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with this Agreement. The "SERVICE PROVIDER" shall be solely responsible for the means, methods, techniques, sequences and procedures used and to see that the Services, when completed or finished complies accurately with the terms of this Agreement;
- (b) It shall exercise all reasonable skill, care and diligence in the discharge of the Services agreed to be performed by it under this Agreement. If in the performance of the Services, the "SERVICE PROVIDER" has a discretion exercisable as between IBA and any third party concerned, the "SERVICE PROVIDER" shall exercise its discretion fairly;
- (c) it shall in all professional matters act as a faithful adviser to IBA;
- (d) In addition to the Services, the "SERVICE PROVIDER" will provide all the expert technical advice and skills which are normally required for the class of Services for which it is engaged. Where specialist technical advice or assistance is required, beyond that is anticipated under the scope of the Services, the "SERVICE PROVIDER" may with the prior written agreement of IBA, will arrange for provision of such services at its own cost. However, the "SERVICE PROVIDER" shall retain full responsibility for all the Services which it is committed to render under this Agreement;
- (e) It shall give all notices and comply with all the laws and regulations applicable to furnishing and performance of the Services. IBA shall not be responsible for monitoring the "SERVICE PROVIDER" 's compliance with any laws or regulations;
- (f) equipment and materials, if any, that shall be furnished to the "SERVICE PROVIDER" by IBA or purchased by the "SERVICE PROVIDER" with funds wholly supplied or reimbursed by IBA shall be the property of IBA and shall be so marked. Upon completion or termination of the Services, the "SERVICE PROVIDER" shall furnish to IBA inventories of the equipment and materials referred to above as it then remains and dispose of same as directed by IBA;
- (g) that the Services will be carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable skill and care;
- (h) It will employ such number of persons as may be required for carrying out and discharging obligations, duties and responsibilities and for providing adequate, effective and efficient Services. All such persons shall be directly employed by the "SERVICE PROVIDER", who shall as employer be directly and solely responsible for

all such employees and personnel and for the payment of their wages, salaries and other benefits;

- (i) It shall not publish descriptive articles, with or without illustrations, with respect to the Services either on its own account or in conjunction with any other party; and
- (j) The "SERVICE PROVIDER", its employees and sub-contractors (if any) shall respect the laws and customs of Pakistan.

### **Article XIII**

#### **WARRANTIES AND REPRESENTATIONS**

- a) Both Parties warrant to each other that they have duly obtained all necessary consents and regulatory approvals from their respective competent authorities to enter into this Agreement.
- b) Each Party represents and warrants to the other Party that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will violate or conflict with: (a) its constitutional documentation; (b) any material provision of any agreement or any other material restriction of any kind to which it is a Party or by which it is bound; (c) any material statute, law, decree, regulation or order of any governmental authority; or any arrangement whereby it has not paid any collateral amounts to the other Party of any of its officer with regard to the award of contract hereunder or its performance.

### **Article XIV**

#### **REMUNERATION**

- 14.1 This Agreement shall take effect from the date of execution of this Agreement and shall remain in full force till \_\_\_\_\_ unless terminated earlier by either Party as per clause 1 (b).
- 14.2 This Agreement may be terminated by either Party by giving Sixty (60) Working Days prior written notice to the other Party. However, IBA may forthwith terminate this Agreement with / without assigning any reason(s) or / and upon breach by the "SERVICE PROVIDER" for failure to provide the Services without prejudice to any of its rights under this Agreement or any applicable laws.
- 14.3 In the event of any material breach by either Party of its obligations hereunder, the breaching Party shall have thirty (30) Working Days from receipt of notice from the non-breaching Party to rectify the breach after which time the Agreement shall stand terminated.
- 14.4 Upon termination, neither Party shall have any rights nor obligations to the other Party except as stated in this Agreement. However, all rights and obligations accruing prior to the date of termination shall continue to subsist.
- 14.5 In consideration of the covenants and agreements to be kept and performed by the "SERVICE PROVIDER" and for the faithful performance of this Agreement, IBA shall pay and the "SERVICE PROVIDER" shall receive and accept (as full and final compensation for the Services furnished by the "SERVICE PROVIDER" under this Agreement) the payments as per detail attached hereto.

14.6 Notwithstanding anything contained herein, all or any payment(s) to be made by IBA to the "SERVICE PROVIDER" shall be made after deducting any or all applicable taxes and levies which IBA under the law is liable/entitled to deduct from any such payments.

14.7 The payments to be made to the "SERVICE PROVIDER" in terms of this Clause 3 shall constitute the "SERVICE PROVIDER" 's only remuneration in connection with this Agreement and neither the "SERVICE PROVIDER" nor its personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to this Agreement or to the discharge of the Services hereunder.

### Payment Details

AMC Payment Details of Service / Support agreement for UPS installed in IBA. The AMC period is starting from \_\_\_\_\_ to \_\_\_\_\_

The payment of this contract shall be paid in four installments as follow:

Payment would be made on Quarter Bases i.e. at the completion of each quarter.

#### Price & Payment Structure:

Invoice tenure	Amount
100% after supply and successful deployment, installation with commissioning of UPS as per Scope of Work and Bill of Quantity, at Both Data Centers located at Main Campus, University Enclave, Karachi and IBA City Campus Kyani Shaheed Road Garden, Karachi.	
<b>Total Charges (Including SST)</b>	

Payments will be processed only upon receiving of invoice for the same from the "SERVICE PROVIDER". "SERVICE PROVIDER" will ensure that deductions (if any) are included in the invoice.

Tax charges are included in the above-mentioned amount and will be deducted accordingly. The IBA will make payment within thirty (30) working days from the date of receipt of the invoice.

The service charges as mentioned herein are fixed and shall not be revised during the period of this Agreement.

### Article XV

#### INTELLECTUAL PROPERTY

- a) The "SERVICE PROVIDER" agrees it shall not use any of IBA's names, logos, trademarks etc. without the express written consent of IBA. All rights in any software/database prepared by the "SERVICE PROVIDER" under this Agreement will vest in IBA.
- b) Notwithstanding any provision in this Agreement, the "SERVICE PROVIDER" shall indemnify IBA and keep IBA fully and effectively indemnified on demand (and shall pay such sums to IBA as would indemnify and keep IBA indemnified) against any and all loss,

damage, claims, demands, actions, costs (including legal/attorney fees), charges, expenses and liabilities of whatsoever nature incurred by IBA arising directly or indirectly out of or in connection with materials (including hardware, software, developments and deliverables) provided by the "SERVICE PROVIDER" to IBA pursuant to this Agreement containing material in respect of which any intellectual property rights or proprietary rights belong to any third party or any claim that the possession or use by IBA of the software, the software documentation and any other specification, information, goods, service or material produced or supplied by the "SERVICE PROVIDER" under or pursuant to this Agreement infringes at any time the intellectual property rights of any third party whosoever and howsoever arising ("Intellectual Property Infringement").

- c) IBA shall in its discretion give the "SERVICE PROVIDER" conduct of the defense to any claim or action in respect of any Intellectual Property Infringement and shall not (unless IBA takes back the conduct of the defense, which it shall be permitted to do if it does not believe the "SERVICE PROVIDER" is conducting the same competently) at any time admit liability or otherwise attempt to settle the said claim or action subject to the "SERVICE PROVIDER" providing to IBA's reasonable satisfaction security for any costs or liabilities IBA may incur by reason of the "SERVICE PROVIDER" 's conduct of such defense.
- d) In the event of any Intellectual Property Infringement the "SERVICE PROVIDER" shall at IBA's option procure for IBA the right to continue its use of such infringing items free of charge on the terms of this Agreement or forthwith make without charge to IBA such alterations, modification or adjustments to such infringing items (without reducing or adversely affecting the functionality or performance thereof) as shall be necessary and acceptable to IBA to make them non-infringing.

#### **Article XVI**

##### **COMPLIANCE WITH LAWS**

The "SERVICE PROVIDER" shall comply with all applicable laws, ordinances, regulations, and codes concerning the "SERVICE PROVIDER" 's obligations as an employer with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections during the performance of this Agreement.

#### **Article XVII**

##### **RIGHTS TO AUDIT AND INSPECTION**

The "SERVICE PROVIDER" agrees, upon reasonable notice, to allow IBA, its auditors and/or regulators to inspect, examine and audit any operational and business records of the "SERVICE PROVIDER" which are directly relevant to the Services as set forth in this Agreement.

#### **Article XVIII**

##### **UNAUTHORIZED SOLICITATION OF EMPLOYEES**

During the term of this Agreement neither Party shall without the prior written consent of the other Party solicit any person who at the commencement of this Agreement is a full time employee of such Party or engaged by the third-party contractor providing services to such Party.

**Article XIX**  
**NON-AGENCY**

In the conduct and performance of this Agreement, the Parties shall always be regarded as independent entities and not as partners, agents or employees of the other Party.

**Article XX**  
**ASSIGNMENT AND SUB-LETTING**

- a) This Agreement is personal in nature and cannot be assigned by the "SERVICE PROVIDER" without prior written permission of IBA. IBA however, shall have the right to assign this Agreement to any third party without the consent of the "SERVICE PROVIDER".
- b) The "SERVICE PROVIDER" shall have no right to sublet or outsource all or any part of this Agreement or its obligations, rights and interests hereunder, to any third party without the prior written approval of IBA.

**Article XXI**  
**TIME OF ESSENCE**

The "SERVICE PROVIDER" understands that time is of essence of this Agreement, and it shall take all necessary steps to commence (and cause and ensure continuance of) the provision of the Services to IBA, immediately commencing from the date of signing of this Agreement.

**Article XXII**  
**WAIVER**

No waiver by either Party of any default by the other in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of the Party and no such waiver shall operate or be construed as a waiver of any other or further whether of alike or of a different character.

**Article XXIII**  
**TERMINATION**

"IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 days' notice.

**Article XXIV**  
**INDEMNITY**

- a) "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 XXV**  
**INTEGRITY PACT**

- a) 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).

- b) Without limiting the generality of the forgoing 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.
- c) 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, 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, 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 XXVI**  
**MISCELLANEOUS**

This Agreement may be executed in two (2) counterparts and a copy to be held by each Party. This has the same effect as if the signatures or the counterparts were on a single copy of this Agreement.

These terms and conditions constitute the entire agreement between the Parties and supersede all prior communications, proposals, understandings and agreements, written or oral between the Parties with respect to the subject matter of this Agreement.

This Agreement will commence \_\_\_\_\_ (Effective Date) till \_\_\_\_\_ (Termination Date).

**IN WITNESS WHEREOF** the Parties, acting through their authorized representatives, have put their respective hands on this Agreement on the day month and year hereinabove mentioned.