

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

TENDER FORM

Tender # PS/01/22-23 Framework Contract for Photocopy & Printing Services

Date of Issue : **January 24, 2023**
Last Date of Submission : **February 10, 2023 (3:00 PM)**
Date of Opening of Tender : **February 10, 2023 (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 Service Providers registered with relevant tax authorities for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Framework Contract for Photocopy & Printing Services (PS/01/22-23)	Single Stage One Envelope	2%
Tender Fee & Dates		
Fee: Rs. 2000/-		
Issuance start date & time: January 24, 2023, at 9 AM		
Issuance end date & time: February 10, 2023, at 3 PM		
Submission date & time: January 24, 2023, to February 10, 2023, from 9 AM to 3 PM		
Opening date & time: February 10, 2023, 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 bidder's 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 a 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 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 in IBA & SSPRA websites and leading newspapers on January 24, 2023, for "Framework Contract for Photocopy & Printing Services".

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 in the 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 unanswered 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 the Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from January 24, 2023, to February 10, 2023, from 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 the bid or proposal as per Rule-25(i) of said rules.

e) Communication

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

Contact Person (IBA): Senior Executive Procurement
Institute of Business Administration,
Main Campus, University Enclave, Karachi
Tel #: 021 38104700; Ext 2152
Email: tenders@iba.edu.pk

Stamp & Signature

f) Submission of Documents and Address

Separate envelopes clearly labelled 'Original Document' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. 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 February 10, 2023. **Tender Documents received by fax or email will not be accepted.**

g) Date of Opening of Tender

The bid will be opened on February 10, 2023, at 3:30 PM 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) Delivery of Services

All services will be delivered directly to the IBA, Karachi, at the discretion of the IBA. If services delivered is not conforming to the specifications and bill of quantity, the services will not be acknowledged as satisfactory.

j) Clarification / Proof

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The Service Providers should also provide a copy of the certificate(s) etc as proof of their claim.

Stamp & Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the procurement:** Framework Contract of Photocopy & Printing Services.
- (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 Days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the tender document in a sealed envelope is February 10, 2023, by 3:00 PM in the tender box placed at Gate no. 04, 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 February 10, 2023, at 3:30 PM at IBA Main Campus, University Enclave, Karachi.
- (h) **Liquidity damages:** Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery
- (i) **Contract Agreement:** Contract Agreement shall be assigned to the successful bidder on Stamp Paper comprising stamp duty of 0.35% (converted amount in PKR) of the total value of the Bid offered in response to the tender. Stamp duty will be paid by the bidder.
- (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 the bid, should be submitted along with the tender documents.

b) Performance Security

Successful bidder should provide 5% Performance Security of the total value of the Purchase Order / Work Order in the form of a Pay Order or bank guarantee before submission of the invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/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 manufacturers/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 because of this tender will be the sole property of IBA.

f) Arbitration and Governing Law

This tender and any contract executed pursuant to this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all Manufacturers /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, of 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

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 which the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

Stamp & Signature

h) Support Capabilities

The Manufacturers / Firms / Companies / Distributors / Suppliers should indicate the support capabilities for all the hardware and software provided during the warranty.

i) Compliance with specifications

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

j) Bid Evaluation:

The bid will be considered as Most Advantageous Bid on most closely conforming to evaluation criteria and other conditions specified in the bidding document and having the lowest evaluated cost.

k) Installation and Configuration

Successful Bidder will also be responsible for the complete installation, configuration and integration for the successful execution of services.

l) 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.

m) Invoice

The invoice/bill should be submitted to Purchase Department.

n) Stamp Duty

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

o) Delivery / Execution Time

The execution of services should be available at IBA, Karachi within 02 weeks after receiving of Purchase/Work Order or LoA.

Stamp & Signature

p) Service-Providing Rights

The Bidder/ Service Provider must have rights from the source and have NOC from the concerned licensing authority in Pakistan.

q) Liquidity Damages

Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery or work, up to 10% of the total contract value.

r) Increase in Price

No increase in the value of the above-mentioned items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, the scope of supply and or any other head of account shall be allowed.

s) Increase in Taxes

For any increase in taxes, the IBA should not be responsible, but, if any taxes are reduced, the IBA should get its benefit.

t) Payment Terms

Monthly, after delivering satisfactory services and submission of Invoice at IBA Karachi.

u) Default

If the Bidder fails to timely deliver items/services as per BoQ, IBA Karachi reserves the right to penalize and may also terminate the contract.

v) Force Majeure

The Supplier shall not be held liable in the event of their failure to comply with the delivery schedule of the ordered items(s) for reasons of Force Majeure including war and other instabilities invasion, the act of foreign enemies, embargo, civil war etc.

w) Emergency Outage Management

Bidder should have a Disaster Recovery site to resume the business in case of primary site failure with a minimum service outage.

Stamp & Signature

5. **Integrity Pact**

Declaration of Charges, Fees, Commission, Taxes, Levies etc. payable by the Bidder;

M/s. _____, the Bidder 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 instruments, 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 a mandatory requirement other than auxiliary services/works.

Stamp & Signature

6. Scope of Services & Maintenance:

- (a) **Contract Agreement:** The service provider will have to sign a contract agreement with the IBA, Karachi on the agreed mutual terms & conditions. The clause/article contract agreement will be an integral part of the terms and conditions.
- (b) **Space / Area:** Will be provided by the IBA, Karachi on rental charges basis.
- (c) **Rent:** Approved rent per facility/location will be Rs. 10,000/- per month per site excluding utility charges at actuals. The rent for each facility or location must be paid on or before the eighth day of every month in form of a Pay Order/Demand Draft of any commercialized bank of AAA rating in favour of IBA, Karachi.
- (d) **Utility Charges:** The service provider will provide a meter (electricity) based on its requirement which will be installed by IBA. Any applicable taxes (govt. taxes/levies as per SRO) will be borne by the service provider at the actual unit consumed.
- (e) **Photocopy Machines, Equipment and Gadgets:** It will be the responsibility of the photocopier/service provider to install and arrange photocopy machines, equipment and gadgets of a specified brand & model with the consultation of IBA authority and according to the requirement at a different location in the premises of IBA, Karachi, within 1 month from signing of the Contract.
- (f) **Repair and Maintenance:** It will be the responsibility of the photocopier/services provider to keep the machines, equipment, and gadgets in excellent condition along with building/premises repair and maintenance.
- (g) **Consumable:** All the consumables used for the job must be genuine.
- (h) **Sub-letting:** No sub-letting in any case and form will be acceptable.
- (i) **Disclosure of Confidential Script/Material:** All rights reserved with the IBA, Karachi and no information either in written/electronic media/copying form should be disseminated without the permission of the authority.
- (j) **Termination:** Upon termination of the agreement the service provider/ photocopier shall be permitted to remove all its machines, equipment and gadgets which may have been placed at premises from the time to time.
- (k) **Payment Procedure:** Payment will be made on the basis of the production of requisition slips duly approved on monthly basis.
- (l) **Tax:** Taxes will be paid on applicable items only by the company/firm/agency.
- (m) **Government tax(es), levi(es) and charges(s):** Will be charged at actual as per SRO.
- (n) **Validity of Contract:** The validity of the contract will be for one year which may be extended after mutual consent.
- (o) **Discourage Child Labor:** All staff must have CNIC clearly mentioned to discourage work through child labour.
- (p) **Environmentally Friendly Procedure:** The Service Provider must ensure an Environmentally Friendly procedure of manufacturing and avoid the use of Toxic material.

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- (q) **Minimum Wages:** The successful bidder shall employ all labours or workers while following the *Sindh Minimum Wage Act 2015* and its notifications issued from time to time by the Govt of Sindh – Labor and Human Resource Department.
- (r) **Security Deposit:** Pak Rupees Twenty-Five Thousand Only (Rs. 25,000/-) per location will be provided by Successful Bidder to IBA as a security deposit in lieu of using the photocopy shops in the main and city campus.
- (s) **Charge(s):** The Successful Bidder will charge from the student(s), IBA employee(s) & IBA populace the cost of the item(s) according to the approved rates as in Tender Documents vide Annexure 'A' & 'B'.
- (t) **Photocopy Shops' Employees' Remuneration:** The remuneration/wages/ payment of Photocopy Shop's employee(s) hired by the Successful Bidder will be its sole responsibility & paid by the Successful Bidder without prejudice of public interest(s). IBA will not accept any liability for the Photocopy Shop's employees.
- (u) **Submission of Bill(s)/Invoice(s):** Invoice(s)/Bill(s)/Rent(s) should be submitted to the Finance Department of First Party.

Photocopy & Printing Locations & Equipment:

The service provider will have to set up the following minimum equipment at the sites mentioned below:

i) Adamjee Academic Block, IBA Main Campus (Main Shop)

- a) 02 units of Minolta DI 550 photocopier or equivalent
- b) Xerox colour printer RICOH HP-2025 or equivalent
- c) Laser Printer-Black & White HP-3015 (Dual Side)
- d) Computer Desktop Core i5 or equivalent
- e) Spiral Binding Machine
- f) Normal & Heavy-Duty Stapling Machine
- g) Scanner
- h) Lamination Machine
- i) PVC Card Printing Machine

ii) Fauji Foundation Building (2nd Floor), IBA Main Campus

- a) Minolta DI 550 photocopy machine or equivalent

iii) IBA City Campus

- a) 02 units of Minolta DI 550 photocopy machine or equivalent
- b) Xerox colour printer RICOH HP-2025 or equivalent
- c) Laser Printer-Black & White HP-3015 (Dual Side)
- d) Computer Desktop I5 or equivalent
- e) Spiral Machine
- f) Normal & Heavy-Duty Stapling Machine
- g) Scanner
- h) Lamination Machine

Stamp & Signature

7. Bidder Qualification Criteria

Sr. No	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Minimum 5 years of experience in providing photocopier services to reputable organizations	
2	NTN and SRB certificates with Active Taxpayer Status at the time of submission of the bid	
3	Last 3 years' turnover with a minimum 2.5 million (per year) as Annual Return or Financial Statement	

Note: Bidder must submit all the Supporting Documents for evaluation

Stamp & Signature

8. Bill of Quantity

Sr #	Description	Tentative Qty per year	Per unit Rate	Amount
1.	Powder Copy:			
	Size: A4, Side: One/Single	70,000		
	Size: A3, Side: One/Single	900		
	Size: Legal, Side: One/Single	100		
	Size: A4, Side: Both/Double	300,000		
	Size: A3, Side: Both/Double	55		
2.	Print Out:			
	Colour Print, Side: One/Single	2350		
	Colour Print, Side: Both/Double	30		
	Black & White Print, Side: One/Single	13500		
	Black & White Print, Side: Both/Double	500		
3.	Binding:			
	Spiral Binding, Ring Size: 6, 8, 10, 12, 14, 16 to 26	350		
	Tape Binding (American), Size: Small	50		
	Tape Binding (American), Size: Medium	300		
4.	Lamination (Hard) (with 150 microns):			
	Card Size: N-ID	100		
	Card Size: O-ID Size	700		
	Card Size: SP	10		
	Card Size: PC	10		
	Card Size: A-4	10		
	Card Size: A-3	10		
	Card Size: Legal	05		
Card Size: ID Card (Special with 200 microns)	10			
5.	Lamination (Soft):			
	Size: Card	20		
	Size: A-4	50		
	Size: A-3	10		
	Size: Legal	10		

 Stamp & Signature

Sr #	Description	Tentative Qty per year	Per unit Rate	Amount
6.	ID Card Printing			
	Material: PVC Card 4-Color Printing on Both Sides	150		
	Material: RFID Card 4-Color Printing on Both Sides	100		
7.	Panaflex Printing Rate of per square ft on 380 gsm			
	Only skin with eyelets	20 (5,000 sq.ft)		
	Wooden mounted with Installation	12 (5,000 Sq.ft)		
8.	Poster, 4 Colors Printing			
	Size: A3 (128 gsm matt paper)	200		
	Size: 17" x 22" (128 gsm matt paper)	200		
9.	Lanyard Printing Single Color Printing			
	Material: Satin	500		
	Material: Cotton	100		
10.	Rollup Standees Size: 36" x 72", 360 gsm Flex			
	Printing with Stand	50		
	Printing only, without Stand	20		
11.	X-Standees Size: 24" x 60", 360 gsm Flex			
	Printing with Stand	20		
	Printing only, without Stand	40		
12.	Porcelain Mug Volume: 300 ml Customized Color Printing on all sides With Printed Art card Box / Corrugated Box	300		
13.	Sticky Note Neon Color, 100 sheets/pad, Size: 6" x 8"	50		
14.	Pen (Uni-Ball eye fine) UB-157, Different Colors	150		

Grand Total Amount 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

9. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day _____, 2023

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. _____ (Head of ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

AND

M/s _____ having its office at _____, hereinafter referred to as "SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its Key CEO, Mr. _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain 'Provide & Supply of Network Firewall with Support' (IBA requirement) discussions in respect of the same before the determination of the scope of work (including but not limited to) up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

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

WITNESSED

"IBA" hereby offer to appoint "THE SERVICE PROVIDER" as their office for the specific purpose of "Provide & Supply of Network Firewall with Support". "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth. The 'Terms of Conditions of the Tender Document are an integral part of this agreement.

Article II

Remuneration:

- (a) **General:** This agreement includes the upkeep of the photocopy shops, provision & installation of photocopy machines, electrical appliances, lamination machines and other gadget, payment of utility bills, payment of any person hired by the 'The Photocopy Shops Operator' and screened by the IBA & Security Staff.
- (b) **Utilities:** IBA, Karachi will provide only initial connections to basic utilities, provision of water will be allowed by IBA. Payment of electric bills shall be the sole responsibility of the Second Party. IBA shall not be responsible for any disconnections due to non-payment or default or breach by the Photocopy Shops Operator or otherwise. Utility Bill(s) will be paid by the Second Party as per actual to the First Party within five days on the receipt of the Bill(s).

- (c) **Cleanliness:** The photocopy shop operator shall responsible at all times to keep good both externally and internally of the photocopy shops and also the electric & water installation on the photocopy shops and shall maintain the cleanliness of the photocopy shops (including painting the walls) both inside and outside all times and will maintain the electric installation in such repairs as will prevent leakage or waste of electric & water. The photocopy shops should be kept in hygienically clean state at all times. Proper and timely maintenance of electrical / mechanical and fixture etc will be carried on by 'The First Party' as a standard practice. However, monthly or weekly, which ever reflects cleanliness, disposal of waste material will be the sole responsibility of Second Party.
- (d) **Approved Rate(s) List/Charges:** 'The Second Party' will provide the photocopying & allied items on the approved and agreed rates only to the students and employee populace of the IBA whatever and whenever required.
- (e) **Approved Requisition Slip:** Copies must be accompanied by the Delivery Challan, date of delivery/work execution, quantity, specs, requisitioner name clearly mentioned.
- (f) **Listed Items:** 'The Second Party' has agreed to provide all items mentioned in Annexure 'A' & 'B' of Tender Documents with mutual understanding, high quality and certified in writing. The specifications of the items to be provided could be changed, increased, or decreased. All items, as mentioned in Annexure 'A' & 'B' and provided by the SECOND PARTY, will always remain the property of the SECOND PARTY.
- (g) **Photocopy Machinery(ies)/Equipment(s)/Gadget(s)/Utensil(s):** It will be the responsibility of Second Party to install, arrange photocopy machines, equipment, and gadgets with the consultation of First Party and according to the requirement at different location(s) in the premises of IBA, Karachi.
- (h) **Prohibition:** Printing/transferring in any form of pornographic, obscene material and provocative religious article(s) is strictly prohibited. It will be responsibility of the Second Party not to oblige anyone who use prohibited item(s) & report to the Registrar without loss of time.
- (i) **Repair & Maintenance:** It will be the responsibility of Second Party to kept the machines, equipment and gadgets in excellent condition along with building / premises repair and maintenance.
- (j) **Use of Consumable:** All the consumables should be genuine.
- (k) **Permission:** That the FIRST PARTY will allow the SECOND PARTY, their authorized agents, officers, employees, and workers access to the FIRST PARTY Photocopy Shops for the express purpose of inspecting, implementing and servicing of this agreement. The First Party will screen the authorized agents, officers, employees, and workers of the Second Party.
- (l) **Rights:** The Second Party will employ its own people for the maintenance of the Photocopy Shops, machineries, equipment and market/sell/provide approved items & Photocopy Shops which shall remain owned and always possessed by the First Party. Notwithstanding anything contained in this Agreement, the Second Party shall always remain a service provider to the First Party and shall use the Photocopy Shops as a bare licensee and shall not acquire any rights in the land or property of the Photo Copier Shop or any other premises of the First Party.
- (m) **Sub-letting:** No sub-letting in any case & form will be acceptable.
- (n) **Disclosure of Confidential Script/Material:** All rights reserve with the IBA, Karachi and no information either in written/electronic media/copying form should be disseminated without the permission of the authority.

- (o) **Operational Day(s) & Time(s):** Generally, the operations at Photocopy Shops should be carried on six days a week from 0800 hours to 2100 hours by the Second Party. However, First Party may ask to operate for extra day(s) & hour(s) at its sole discretion.
- (p) **Non-listed Item(s):** New item(s) will be introduced with due approval of First Party on agreed rate(s).

Article II

Remuneration:

- (a) **Security Deposit:** Pak Rupees Twenty-Five Thousand Only per location will be provided by Second Party to the First Party as a security deposit in lieu of using the photocopy shops in the main and city campus.
- (b) **Charge(s):** 'The Second Party' will charge from student(s), IBA employee(s) & IBA populace the cost of item(s) according to the approved rates as in Tender Documents vide Annexure 'A' & 'B'.
- (c) **Photocopy Shops' Employees' Remuneration:** The remuneration / wages / payment of Photocopy Shop's employee(s) hired by the Second Party will be its sole responsibility & paid by the Photocopy Shop Operator without prejudice of public interest(s). The First Party will not accept any liability about the Second Party's employee.
- (d) **Government Tax(es)/Levy(ies)/Charges:** It will be charges at actual as per SRO.
- (e) **Submission of Bill(s)/Invoice(s):** Invoice(s)/Bill(s)/Rent(s) should be submitted to the Finance Department of First Party.
- (f) **Photocopy Shops' Rent:** 'The Second Party' will pay rent of Rupees Ten Thousand Only each for Main Campus Photocopy Shop & City Campus Photocopy Shop, totaling to a rent of Rupees ten thousand Only per month per location shall be payable by the Second Party to the First Party every month through online chalans to the First Party.

Article III

Termination and Arbitration:

- (a) **Termination:** Either party may terminate this agreement if either party defaults in the due punctual performance of the terms and conditions of this agreement. If there is a dispute by either party in interpretation of "default", it shall be referred to Sr. Manager Procurement & Stores, IBA & the Proprietor of M/s -----.
- (b) **Arbitration:** The parties expressly consent that all disputes shall be amicably settled between the parties, failing which such disputes shall be settled in accordance with the Arbitration Act, 1940 and the rules made thereunder. Arbitration shall, unless otherwise agreed by the parties, be conducted in Karachi. The Registrar, IBA will be the Arbitrator. Each party hereby agrees that any final arbitration decision shall be binding upon the parties.

Article IV

Indemnity:

- (c) The ' Photocopy Shops Operator ' in its individual capacity shall indemnify and keep the First Party and any person claiming through the First Party fully indemnified and harmless from and against all / any damage(s), cost(s) and expenses caused to or incurred by 'The Photocopy Shops Operator' as a result of any damage in the title of 'IBA' or any fault, neglect, misbehavior or / and quality of item(s) and payment(s) by 'The Photocopy Shops Operator' which disturbs or damage the reputation, quality or the standard of the services

provided by 'The Photocopy Shops Operator' and any person claiming through the First Party.

Article V

Notice:

- (a) **Mode:** Any notice given under this agreement shall be sufficient if it is in writing and if sent by courier or registered mail.
- (b) **Terms & Conditions:** 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.
- (c) **Notice(s):** On receipt of any complaint from the First Party staff/students about the quality of listed item(s), general cleanliness, behavior/conduct of photocopy shops' staff, frequent complaint about service untidy and poorly dressed staff etc. the First Party will investigate the matter properly. If the complaint is found genuine a written notice will be served. If the complaint is not paid any heed even after the second notice, after a lapse of 30 days a third notice will be served and thereafter the contract would be deemed to have been terminated, if appropriate remedial steps are not initiated within 24 Hours.
- (d) **Authority:** The First Party will have the authority to terminate the contract after third notice.

This agreement shall remain valid and effective for a period of 1 year commencing from August 01, 2018. This agreement would be extended for such further periods and on such terms and conditions as the parties may mutually agree upon.

In witness whereof both the parties hereto have set their respective hand to this agreement at Karachi on the date as mentioned above.