



WHEREAS "IBA" intends to obtain SLA for Pumps at IBA, Main Campus vide Tender # Maint/03/22-23.

E-STAMP
CONTINUATION SHEET
Government of Sindh

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

WITNESSETH

"IBA" hereby offer to appoint M/s Arch Construction Company as their official Services Provider for the specific purpose of "SLA for Pumps at IBA, Main Campus" in respect of the same with "IBA" before the determination of scope of services on suitable scale with any/all other relevant details for presentation to "IBA" for services of SLA for Pumps at IBA, Main Campus. "THE SERVICE PROVIDER" hereby agrees to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I

DUTIES & SCOPE OF WORK & AGREEMENT

Service Level Agreement for Pumps installed at IBA Main Campus. Scope of work shall be including:

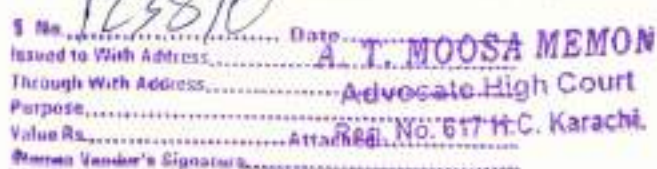
- 1.1 For monthly preventive maintenance of above-mentioned pumps, the contractor will physically inspect the pumps, motors, valves, and other associated parts/equipment. Cleaning, greasing, current monitoring of motors, check the seals of the pumps for any leakages. The scope also covers the replacement of valves and repairing of water & sewerage lines at any other location of MC if required. Vendor will submit the maintenance report on monthly basis.
- 1.2 In case of any breakdown or any other specific planned activity THE SERVICE PROVIDER will diagnose the problem and will submit quotation for prior cost approval from IBA.

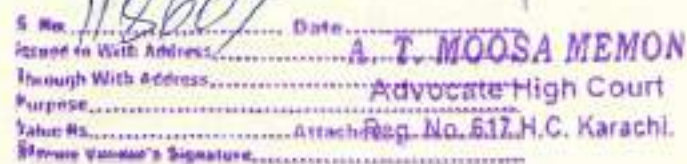
Note: THE SERVICE PROVIDER will depute 1xSkilled Technician & 1xHelper at site on permanent basis from 8am to 4pm (Monday to Friday, however staff will be available on call to cater for the emergency. Material consumed in normal maintenance and repair work will be charged at actual subject to cost approval by IBA. Emergency breakdowns and repairs of pumps, water and sewerage lines will also be billed separately subject to prior cost approval by IBA.) OT hrs will be charged accordingly.

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the services and to check the execution of services in accordance with the Description & Specification vide Tender # Maint/03/22-23.





2	Canteen Side	Submersible Pumps	1	5.5kW
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Article III REMUNERATION

3.1 The charges will be based on the following.

Item #	Description	Total Charges	
		Total Monthly Cost without SST Rs.	Total Annual Cost without SST Rs.
1-	SLA for Repair & Maintenance of Pumps and Repairing of Water & Sewerage Lines at IBA for Main Campus SLA for repair, maintenance and servicing of Water and Fire pumps installed at different locations of IBA Main Campus and Pump Rooms as mentioned above. Repairing of water & sewerage lines of Main Campus.		
Total		115,750.00	1,389,000.00
SST		15,047.50	180,570.00
Total Amount		130,797.50	1,569,570.00

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

3.3 Payment will be made after submission of invoice.

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

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

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

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

3.8 IBA reserve the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

3.9 Material / Parts required for operation and maintenance shall be supplied by contractor "only" after prior approval from IBA Maintenance Department by submitting quotation clearly indicating the unit price, total cost and GST on company

market rate with 15% service charges. Payment of parts will be made only after submission of delivery challan and GST invoice.

- 3.10 The successful bidder while taking over the site will ensure continuity of services. In case of any disruption a fine of 20% for the first monthly bill may be imposed by IBA.
- 3.11 The contractor shall be responsible for the safety of all its activities including protection of the life & environment on and off the site. IBA is no smoking zone. IBA will not be responsible for any mishap.
- 3.12 Life Insurance / Security of worker will be the responsibility of contractor.
- 3.13 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 3.14 Contractor must provide character certificate of all workers.
- 3.15 In compliance with Sindh minimum wages notification, list of O&M staff required mentioned in clause 5 must maintain minimum wages criteria. The contractor will be required to submit certificate that they are complying minimum wage instructions and IBA will be entitled to ask for monthly payroll sheet.
- 3.16 In case if any staff resigns, leaves without info, removed from job due to any reason then the contractor will arrange the replacement within 5-days failing which per day amount, as per calculation from Pt 7, commensurate with the staff level will be deducted w.e.f the day of resign, leaving the job without notice, removal from the job.

Article IV **ARBITRATION**

- 4.1 In case of any dispute, difference or question which may at time arise between the parties hereto or any person claiming under them, touching or arising out in respect of this agreement or this subject matter thereof shall be referred to the arbitration and an Arbitrator will be appointed by mutual consent, whose decision and findings will be final and binding on both the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article V **TERMINATION**

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

Article VI **INDEMNITY**

- 6.1 "THE SERVICE PROVIDER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SERVICE PROVIDER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SERVICE PROVIDER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article VII

NOTICE

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

Article VIII **WARRANTY**

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

Article IX **INTEGRITY PACT**

- 9.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 9.2 Without limiting the generality of the 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.

- 9.3 THE SERVICE PROVIDER accepts full responsibility and strict liability for making any

taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.

- 9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, THE SERVICE PROVIDER agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by THE SERVICE PROVIDER as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article X **RENEWAL**

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

Article XI **SEVERABILITY**

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

Article XII **FORCE MAJURE**

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

Article XIII **RESPONSE TIME AND LD**

- 13.1 In case of any fault or breakdown, the Contractor shall attend and remove the fault as soon as possible after getting the information. The fault that requires replacement/repair of components needs to be rectified within 72 hours' subject to arrangement of parts. In case of any major fault which requires complete dismantling, repair, replacement, testing and recommissioning the vendor should inform the lead time for the restoration. If the fault is not rectified without due justification within 72 hours or the lead time in case of major break fault, a penalty of 2% of the total amount of repair or replacement job shall be imposed, subject to the maximum of 10% of the total amount of repair or replacement job. Liquidated damages 2% and max 10% will be imposed per month as mentioned above.

Article XIV **MISCELLANEOUS**

- 14.1 Any addition & alteration(s) made in the contents as required which entail extra time & labor and material on part of the services, shall be charged separately/extra on 'Quantum Merit' basis before & on final services handed over to the "IBA". After FINAL WORKS if any alteration(s), arise charges will be paid on mutually agreed upon.
- 14.2 Service(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature. If any or suitable part(s), required to run the system and SERVICE PROVIDER should make the availability of the same with due approval of Senior Manager Operations & Maintenance on approved price/rate/cost. Bill/Invoice should be adjusted in monthly bill/invoice.
- 14.3 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 14.4 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 14.5 This agreement is effective from April 01, 2023 up to March 31, 2024.

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


Dr. Mohammad Asad Ilyas

Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

"IBA"

NAME: Dr. M. Asad Ilyas
CNIC # 42301-4497722-9

Address:
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Administration Main Campus
University Road, Karachi



M/s Arch Construction Company


NAME: M. Asif

CNIC # 42101-1737314-3


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North Nazimabad, Karachi.



WITNESS:

1. 
Syed Fahad Jawed

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2. 
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Muhala Sand-Abad Malir



Focal Person IBA
Mr. Rehan Husain