

*Tender Fee: Rs.5,000/-
(Non-Refundable)*

TENDER FORM

Tender # MAINT/06/23-24

**Overall Operation & Maintenance and Supply of
Spare Parts on need basis of Airconditioning
Systems, Electrical Facilities and Operation &
Monitoring of DG Set & Fire Alarm System at IBA
Boys Hostel**

Date of Issue : June 26, 2024

Last Date of Submission : July 10, 2024 (3:00 PM)

Date of Opening of Tender : July 10, 2024 (3:30 PM)

Company Name: _____

NTN: _____

SRB / GST Registration Number: _____

Pay Order / Demand Draft # _____, Drawn on Bank _____

Amount of Rs. _____, Dated: _____

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

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpayers of civil work contractors registered with relevant tax authorities for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Overall Operation & Maintenance and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System at IBA Boys Hostel (Maint/06/23-24)	Single Stage One Envelope	2%
Tender Fee & Dates		
Fee: Rs.5,000/- Issuance start date: June 26, 2024 at 9am Issuance end date & time: July 10, 2024 at 3pm Submission date & time: June 26, 2024 to July 10, 2024 from 9am to 3pm Opening date & time: July 10, 2024 at 3:30pm Mandatory Site Visit: July 04, 2024 at 11:00 AM at IBA Main Campus		

Tender Document 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 same date & venue in the presence of the bidders representatives who may wish to attend. In case of holiday the tender shall be opened / received on the next working day at same place and time. Bid Security in the form of Pay Order or Demand Draft has to be submitted in favour of **"IBA Karachi"** along with the Financial Proposal.

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

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

REGISTRAR

IBA, Main Campus, Univeristy Enclave, Karachi 75270

111-422-422 Fax (92-21) 99261508

Contact Person Sr. Executive Purchase on 38104700 ext: 2150

Email tenders@iba.edu.pk

Website <https://www.iba.edu.pk/tenders/>

SPPRA Website: <https://ppms.pprasinhd.gov.pk/PPMS/public/portal/notice-inviting-tender>

CONTENTS

1. Introduction	Page 4
2. Instructions	Page 5
3. Scope of Services	Page 6
4. List of Equipment	Page 6
5. List of Staff Required	Page 7
6. Bill of Quantity	Page 8
7. Additional Services	Page 9
8. Bidder Qualification Criteria	Page 10
9. Bidding Data Sheet	Page 11
10. Terms & Conditions	Page 12
11. Integrity Pact	Page 15
12. General Condition of Contract	Page 16

1. Introduction

Dear Tenderer:

Thank you, the interest you have shown in response, to the IBA's advertisement which has floated in IBA & SSPRA websites and leading newspapers on June 26, 2024 to "Overall Operation & Maintenance and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System at IBA Boys Hostel".

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

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

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

Thank you.

-sd-

Registrar

2. Instructions

- (a) The Institute of Business Administration, Karachi (IBA) expects that aspirant manufacturers / firms / supplier / companies / distributors / dealers should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp every page. Moreover, attach the required supporting document according to the requirement.
- (b) It is of utmost importance to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column un-answered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a paper & clearly mention item/column name or number etc. that referred the column/item of the Tender Form.
- (c) You can collect the Tender Document from the office of Head of Procurement, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi from June 26, 2024 to July 10, 2024 during working 9:00 AM to 3:00 pm.
- (d) The last date to submit the Tender Document in sealed envelope is July 10, 2024 by 3:00 pm in the Office of the Head of Procurement, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend.
- (e) Bid Security of 2% of total charges will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration.
- (f) Successful bidder should provide 5% Performance Security of total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- (g) Please mention "Tender Number" at top left corner of the envelopes. IBA, Karachi may reject any bid subject to relevant provision of SPP Rules 2010 and may cancel the bidding Process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules.
- (h) Site visit will be held on July 04, 2024 at IBA Main Campus at 11am with Sr. Manager Operations & Maintenance for understanding the exact nature of the job.
- (i) The contract period for Overall Operation & Maintenance and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System at IBA Boys Hostel is ONE (01) year effective from date of signing of agreement / Lol. The contract period may be extended on satisfactory performance of the company / firm / agency with mutual consent.

3. Scope of Services

i. Brief Scope of Services:

Complete Operation & Maintenance and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System, for SAP Old Boys Hostel Block, New Boys Hostel Block-A, B & C Buildings at IBA main campus. Scope of services consists of but not limited to:

- a. Economical and trouble-free operation & maintenance and Supply of Spare Parts on need basis of complete Airconditioning Systems, Electrical systems, and Operation & Monitoring of DG Set & Fire Alarm System.
- b. Frequent checking & periodic maintenance of the Allied valves & fittings of the Package AC.
- c. Frequent checking & periodic maintenance of the insulation. Checking condition of the Ducting system associated with the AC Unit.
- d. Operation and Monitoring of DG Set & Fire Alarm System.
- e. Frequent checking & maintenance of Exhaust Fans.
- f. Frequent checking & maintenance of all Electrical components and installations.
- g. Frequent checking, Maintenance of the instruments related to plant operation.
- h. Cleaning of the respective equipment area to avoid inconvenience & for improved outlook of the facility.
- i. Maintain daily/weekly /monthly job cards of the approved format to record the performance of the equipment & maintain record keeping.
- j. Maintain number of hours of operation and fuel consumption details of DG set.
- k. Regular inspection for lighting facility and integrated system.
- l. Cleaning of all electrical fixtures and DB on regular basis.
- m. Contractor will provide the maintenance program which provides the requirements for:
 - i. Maintenance Planning
 - ii. Maintenance Procedures
 - iii. Preventive Maintenance Reports
 - iv. Predictive Maintenance Reports
 - v. Monthly Fuel Consumption Report of DG Sets

4. List of Equipment/ Installations

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

- | | |
|---|---|
| a. Air Cooled Ducted Package Unit – 20 | SKM – Cool Point - |
| b. Split Type AC Unit – 20 and FS Type AC units – 33 | Acson-Haier-PEL-Kenwood-Green
Aire-Gree-ECO Star |
| c. Diesel Generator – 01 | SDMO Kohler - greaves |
| d. All electric panel and DB – 44 | Schneider-PEL-Libra-TAJ-A to Zee-PREM |
| e. Exhaust Fans – 20 | Pak Fans-GFC |
| f. Fire Alarm System – 02 | Honeywell |
| g. Water Coolers – 25 | Iceberg |
| h. All associated equipment with AC and Electrical System | |

5. List of O&M Staff Required

S. #	Trade / Service	Minimum Qualification	Recommended Staff
01	Site In charge	DAE in Mechanical or Electrical / 5-7yrs of Experience	01
02	Packaged AC Tech	DAE Elect or Mechanical /2-3 years' experience	02
03	Electrician	DAE Electrical or GoS Permit for Wiremen / 2-3 years' experience	03
04	Generator Operator	DAE Elect or Mechanical /2-3 years' experience	01
05	Helpers	Matric or Intermediate / 1 year experience	02
06	Electrician cum Gen Op for night duty	DAE Elect or Mechanical / GoS Permit for Wiremen / 2-3 years' experience	01

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

6. Bill of Quantity

Overall Operation & Maintenance and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System at IBA Boys Hostel

Item #	Description	Total Cost Inclusive of all Taxes		
		PKR		
		Per Hour Cost with all taxes	Monthly Cost with all taxes	Total Annual Cost with all taxes
1-	<p>Annual Operation and Maintenance Cost of Air Conditioning Systems, Electrical & Associated Systems and Operation & Monitoring of DG Set & Fire Alarm Systems,</p> <p>-SAP Old Boys Hostel Block -New Boys Hostel Block-A -New Boys Hostel Block-B -New Boys Hostel Block-C</p> <p><u>Note: Working Timing</u></p> <p>The current prevailing office time is as follows:</p> <ol style="list-style-type: none"> 1. 08.00 A.M to 08.00 P.M (for staff mentioned in Pt 5 Sr.1-5) 2. Night duty 08.00 P.M to 08.00 A.M 3. 7 days in a week / 365 days in year 			
Annual Grand Total Amount Inclusive of SST				

Grand Total Annual Cost per year (in words) _____

7. Optional/Additional Services (if required)

S. #	Trade / Service	Minimum Qualification	Rate per month (incl of taxes) PKR
1.	Site In charge	DAE in Mechanical or Electrical / 5-7yrs of Experience	
2.	Packaged AC Tech	DAE Elect or Mechanical /2-3 years' experience	
3.	Electrician	DAE Electrical or GoS Permit for Wiremen / 2-3 years' experience	
4.	Generator Operator	DAE Elect or Mechanical /2-3 years' experience	
5.	Helpers	Matric or Intermediate / 1 year experience	
6.	Electrician cum Gen Op for night duty	DAE Elect or Mechanical / GoS Permit for Wiremen / 2-3 years' experience	

Note: ANY ADDITIONAL STAFF REQUIRED WILL BE DEPLOYED AT ABOVE MENTIONED RATES.

8. Bidder Qualification Criteria

S. No	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks
		Yes / No
1.	Minimum 05 years of relevant experience in Heavy Duty Chillers for MEP Operation and maintenance.	
2.	At least 05 number of existing Electro-Mechanical Operation & Maintenance contracts	
3.	Professional Certification in related works Registration With PEC (ME1 & ME2, O-6)	
4.	Last 3 years' turnover with minimum 9 million (per year) as financial statement and annual return.	
5.	Service Providers must provide "Tax Registration Certificate" in GST, SRB and NTN certificates at the time of submission of bid.	

Noted: Bidder must submit all required documents as per above mandatory requirement.

9. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi
- (b) **Brief Description of Works:** Overall Operation & Maintenance and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System at IBA Boys Hostel
- (c) **Procuring Agency's address:** -Main Campus, University Road, Karachi
- (d) **Amount of Bid Security:** - Bid Security of 2% of total amount/cost will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi
- (e) **Period of Bid Validity (days):**- Ninety Days
- (f) **Performance Security Deposit:** Successful bidder should provide 5% Performance Security of total value of Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- (g) **Deadline for Submission of Bids along with time:**- The last date of submit the Tender Document in sealed envelope in July 10, 2024 by 3pm in the Office of the Head of Procurement, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend.
- (h) **Venue, Time, and Date of Bid Opening:** - Tender will be opened on July 10, 2024 on 3:30 PM at IBA Main Campus, University Road, Karachi.
- (i) **Time for completion from written order of commence:** - 20 days
- (j) **Liquidated damages:** - 2% liquidated damages of the total amount will be imposed per month for which the contractor failed to complete work within the execution period.
- (k) **Deposit Receipt No: Date: Amount:(in words and figures) Pay Order / Demand Draft**
#, Amount :Rs.....Drawn on Bank..... Dated.....

10. Terms & Conditions:

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

- (i) **Signing of Contract Agreement:** The company / firm / agency will sign the contract agreement as acknowledgement.
- (ii) **Services & Supply of Spare Parts on need basis Deliverable:** All services and Supply of Spare Parts on need basis must be delivered as specified in entitlement / authorization. Non-compliance with this condition renders the services and supply of spare parts on need basis liable to non-acceptance.
- (iii) **Duration:** The period of Execution will identify on Contract Agreement for ONE year extendable on mutual agreement and subject to satisfactory performance.
- (iv) **Place of Services:** As specified in the contract agreement unless otherwise informed accordingly.
- (v) **Response Time and LD:** 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.
- (vi) **Service Execution:** Competent Authority reserves the right to change/alter/remove/reduce/enhance services with or without financial impact; without assigning any reason and the agency / company will abide the instruction(s).
- (vii) **Condition of Services & Supply of Spare Parts on need basis:** The services and supply of spare parts on need basis in all respects with the requirement of the contract agreement and must be in acceptable format otherwise they will be liable to rejection.
- (viii) **Stamp Duty:** Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
- (ix) **Rejection of Services:** We reserve the right to cancel any or all the services if it is not in accordance with our specification or if the execution of services is delayed.
- (x) **Termination:** That upon termination of this agreement the agency shall be permitted to withdraw all its liabilities, liens, dues, devices, equipment, and manpower which may have been placed at anywhere from the time to time.
- (xii) **Advance Payment:** Advance Payment subject to Bank Guarantee.
- (xi) **Submission of Bills/Invoices:** Beyond the monthly recurring charges with SST invoice, if supply of spare parts incurred, separate GST Invoice along with Delivery Challan should be submitted to IBA.
- (xv) **Arbitration:** In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this

letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA and CEO of the company/agency for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties under Arbitration Act 1940.

- (xvi) **Bid Security:** 2% Bid Security must be deposited along with the Tender Form in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi.
- (xvii) **Price / Rate:** Price / rate must be quoted in bidding documents only and submitted in sealed envelope.
- (xviii) **Performance Security:** Successful bidder should provide 5% Performance Security of total value of Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract / Warranty, whichever is longest.
- (xix) **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance with the **FBR, SRB, SPPRA**.
- (xx) **Spare Parts:** Payment of the spare parts will be subject to prior cost approval through a quotation clearly indicating the unit price, total cost, and GST on the letterhead of the company by IBA, followed by submission of Delivery Challan & GST Invoice.
- (xxi) **Government tax(es), levi(es) and charges(s):** It will be charged at actual as per SRO.
- (xxii) **Validity of Bid:** Validity is for ninety (90) days.
- (xxiii) **Rights:** IBA reserves the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.
- (xxiv) **Tender Document:** Tender Document available at the Office of Head of Procurement, IBA Main Campus, University Road, Karachi.
- (xxv) **Submission of Documents:** Last date for tender submission is July 10, 2024 up to 3:00pm
- (xxvi) **Opening of Tender:** Tender will be opened on July 10, 2024 at 3:30 pm at IBA Main Campus, University Road, Karachi.
- (xxvii) **Taxes:** All Government taxes (including Income tax and stamp duty), GST, SST, levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- (xxviii) **Awarded of Contract:** Contract will be awarded on lump sum basis for O&M Services whereas Payment of the repairing jobs & spare parts will be paid separately.
- (xxix) **Rights to Remove:** IBA reserves the right to remove any area of service as per requirement.
- (xxx) **Material Supply:** 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 letter head. Cost of material shall be charged in accordance with the prevailing market rate with 15% service charges. Payment of parts will be made only after submission of delivery challan and GST invoice.
- (xxxi) **Working Hours:** The current prevailing office hours are from 08.00am to 08.00pm, 7-days a week and 365-days a year. Vendor will manage the staff duties for above

mentioned timing to ensure the availability of services and staff. Biometric attendance machine is mandatory requirement to reflect attendance against each staff at IBA.

- (xxxii) **Continuity of Service:** The successful bidder while taking over the site will ensure continuity of services. In case of any disruption a fine of 20% for the first monthly bill may be imposed by IBA.
- (xxxiii) **Health Safety:** 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.
- (xxxiv) **Insurance / Security:** Life Insurance / Security of worker will be the responsibility of contractor.
- (xxxv) **Child Labor:** All staff must have CNIC and clearly mentioned to discourage work through child labor.
- (xxxvi) **Character Certificate:** Contractor must provide character certificate of all workers.
- (xxxvii) **Minimum Wages:** In compliance with the Sindh minimum wages notification, the list of O&M staff required as mentioned in clause 6 must adhere to the minimum wages criteria. Therefore, the contractor will be obligated to provide a certificate confirming their compliance with minimum wage instructions.
- (xxxviii) Furthermore, it is essential to clarify that no additional payments against any change in minimum wages will be made within the contract period.
- (xxxix) **Overtime:** Any overtime would be calculated at the per hour working rate mentioned in table under Pt 6. OT for gazette holidays will be calculated and paid as per the rates mentioned under Pt 6.
- (xl) **Deduction:** 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.

Note:

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

11. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the company/firm/agency for Overall Operation & Maintenance and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System at IBA Boys Hostel

M/s _____, hereby declares that:

- (a) Its intention not to obtain the procurement work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the company/firm/agency represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The company/firm/agency/ accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, company/firm/agency agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Note:

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

Stamp & Signature

Stamp & Signature

GENERAL CONDITION OF CONTRACT

**Overall Operation & Maintenance and Supply of Spare Parts on need basis of
Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire
Alarm System at IBA Boys Hostel**

THIS AGREEMENT is executed at KARACHI, on this day, 2024.

BETWEEN

M/s Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Road, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

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

WHEREAS "IBA" intends to obtain Complete Overall Operation & Maintenance and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System at IBA Boys Hostel vide Tender # Maint/06/23-24

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

WITNESSETH

"IBA" hereby offer to appoint M/s as their official Services Provider for the specific purpose of "Overall Operation & Maintenance and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System at IBA Boys Hostel". "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 SERVICE AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to provide any/all kind of services & maintenance to "IBA" whenever and wherever required as per the terms & conditions of this Agreement.
- 1.2 "THE SERVICE PROVIDER" will coordinate their work with Sr. Manager Operations & Maintenance, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed service(s)/work(s).

- 1.3 "THE SERVICE PROVIDER" is bound to provide items according to the terms & conditions vide Tender # Maint/06/23-24.
- 1.4 Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category relevant to the value of the Works/Services.
- 1.5 Duly enlisted/prequalified with the Owner (if applicable).
- 1.6 All Services to be supplied under this Contract shall have their origin in eligible countries as instructions to Bidders and all expenditures made under the Contract will be limited to such Goods and Services.
- 1.7 For purpose of this Clause, "origin" means the place where the Goods are mined, grown or produced or from where the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 The origin of Goods and Services is distinct from the nationality of the Bidder.
- 1.9 Economical and trouble-free operation and maintenance of complete Airconditioning Systems, Electrical systems and Operation & Monitoring of DG Set & Fire Alarm System.
- 1.10 Frequent checking & periodic maintenance of the Allied valves & fittings of the Package AC.
- 1.11 Frequent checking & periodic maintenance of the insulation. Checking condition of the Ducting system associated with the AC Unit.
- 1.12 Operation and Monitoring of DG Set & Fire Alarm System.
- 1.13 Frequent checking & maintenance of Exhaust Fans.
- 1.14 Frequent checking & maintenance of all Electrical components and installations.
- 1.15 Frequent checking, Maintenance of the instruments related to plant operation.
- 1.16 Cleaning of the respective equipment area to avoid inconvenience & for improved outlook of the facility.
- 1.17 Maintain daily/weekly /monthly job cards of the approved format to record the performance of the equipment & maintain record keeping.
- 1.18 Maintain numbers of hours of operation and fuel consumption details of DG set.
- 1.19 Regular inspection for lighting facility and integrated system.
- 1.20 Cleaning of all electrical fixtures and DB on regular basis.
- 1.21 Contractor will provide the maintenance program which provides the requirements for:
 - i. Maintenance Planning
 - ii. Maintenance Procedures
 - iii. Preventive Maintenance Reports
 - iv. Predictive Maintenance Reports
 - v. Monthly Fuel Consumption Report of DG Sets
- 1.22 Repairing and replacement of parts will be done as per the specs of the original component that has become faulty. Supply of parts & consumables and repairing jobs required for equipment operation and maintenance will be paid at actual subject to prior approval from IBA, by submitting quotation clearly indicating the unit price, total price, SST and GST on company letter head, at an appropriate rate in accordance with prevailing market rate. Minor repair works means install new compressor of the AC units only upto 4ton cooling capacity, relocating AC units of upto 4-ton with 10ft piping, replacement of lighting lamps/tube, fans, switches, small exhaust fan. All other repair & installation work will be charged at actual subject to prior cost approval by IBA. Payment of parts will be made only after submission of delivery challan SST and GST invoice on company letter head.

- 1.23 Maintain daily/weekly /monthly job cards of the approved format to record the performance of the plant in accordance with OEM/Consultant recommendation & provide it to owner for record keeping.
- 1.24 Regular inspection of facility's lighting and other integrated system.
- 1.25 Cleaning of all electrical fixtures and DB on regular basis.
- 1.26 Conduct visual inspection of pumps, valves, and all mechanical joints. Check and Monitor pump use/sequencing, water, lubrication, packing/mechanical seals, motor/pump alignment, mountings, bearings, strainers, exchangers, valves, and motor condition in accordance with OEM recommendations.
- 1.27 Check and monitor the entire electrical distribution system. Rectification of faults and restoration of the system in accordance with OEM recommendations.

ARTICLE III
MANPOWER & EQUIPMENT REQUIREMENT

- 3.1 The Service Provider shall wherever and whenever or permits/applicable/suitable will deploy/detail/depute manpower with suitable qualification, experience, and expertise to operate, maintenance and run the Services & Maintenance and Supply of Spare parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System, for SAP Old Boys Hostel Block, New Boys Hostel Block-A, B & C Buildings at IBA Main Campus.
- 3.2 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 3.3 Life Insurance / Security of worker will be the responsibility of contractor.
- 3.4 The contractor must provide a character certificate for all workers.
- 3.5 In compliance with the Sindh minimum wages notification, the O&M staff required hired on the project must adhere to the minimum wages criteria. The contractor will be obligated to provide a certificate confirming their compliance with minimum wage instructions.
- 3.6 Furthermore, it is essential to clarify that no additional payments against any change in minimum wages will be made within the contract period.
- 3.7 Any overtime would be calculated at the per hour working rate mentioned in table under mentioned in bidding document. OT for gazette holidays will be calculated and paid as per the rates mentioned under mentioned in bidding document
- 3.8 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 mentioned in bidding document, commensurate with the staff level will be deducted w.e.f the day of resign, leaving the job without notice, removal from the job.
- 3.9 The Service Provider must adopt environmentally friendly procedure and avoid the use of Toxic material.

ARTICLE IV
REMUNERATION

The charges will be based on the following.

- 4.1 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 of 2% of the total amount will be imposed per month for which the Service Provider failed to deliver as per standard or in accordance with the entitlement / authorization.

- 4.2 Payment for spare parts and repair services must first receive cost approval through a quotation, which should explicitly state the unit price, total cost, and GST. This quotation must be provided on the company's official letterhead and approved by the IBA. Subsequently, the vendor must submit a Delivery Challan, followed by an SST & GST Invoice, also on the vendor's letterhead.
- 4.3 Performance Security 5% of total amount should be submitted in shape Pay Order before signing of Contract Agreement.
- 4.4 All Government taxes (including Income tax and stamp duties), GST, SST, levies and charges will be charged as per applicable rates / denomination.
- 4.5 Stamp duty 0.35% for Services against total annual value of Work will be levied accordingly.
- 4.6 IBA reserves the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance with the rules & regulations framed by SPPRA.
- 4.7 The cost of material shall be charged in accordance with the prevailing market rate with 15% service charges.

ARTICLE V
ARBITRATION

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

ARTICLE VI
TERMINATION

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

ARTICLE VII
INDEMNITY

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

ARTICLE VII
NOTICE

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

ARTICLE IX
INTEGRITY PACT

- 9.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 9.2 Without limiting the generality of the forgoing the M/srepresents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 9.3 M/s accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- 9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

ARTICLE X
MISCELLANEOUS

- 10.1 Any addition & alteration(s) made in the contents as required which entail extra time & labor and material on part of the services, shall be charged separately/extra on 'Quantum Merit' basis before & on final services handed over to the "IBA". After FINAL WORKS if any alteration(s), arise charges will be paid on mutually agreed upon.
- 10.2 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 10.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.
- 10.4 This agreement is effective from 2024 up to
- 10.5 All terms and conditions of tender video # Maint/06/23-24 will be an integral part of this agreement and can't be revoked.
- 10.6 The contract may be renewed by mutual consent of both the parties subject to the satisfactory performance of the contractor.

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

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

M/s _____

Contact Person: _____

Address _____

Tel # _____ Fax # _____

Mobile # _____ CNIC # _____

E-mail: _____