

*Tender Fee: Rs.2000/-
(Non-Refundable)*

TENDER FORM

Tender # MAINT/03/19-20

Overall Operation & Maintenance and Supply of Spare Parts on need basis of HVAC, Electrical and Allied System Facilities Installed at Eight Buildings Adamjee, G&T, Library, Admin, Aman CED, Tabba, Student Center & NBP Building at Main Campus

Date of Issue : February 06, 2020

Last Date of Submission : February 26, 2020 (3:00 PM)

Date of Opening of Tender : February 26, 2020 (3:30 PM)

Company Name: _____

NTN: _____

SRB / GST Registration Number: _____

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

Amount of Rs. _____, Dated: _____

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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 February 06, 2020 to "Overall Operation & Maintenance and Supply of Spare Parts on need basis of HVAC, Electrical and Allied System Facilities Installed at Eight Buildings Adamjee, G&T, Library, Admin, Aman CED, Tabba, Student Center & NBP Building at Main Campus".

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 each and every page. Moreover, attach required supporting document according to the requirement.
- (b) It is of utmost important 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 Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi from February 06, 2020 to February 26, 2020 during working 9:00 AM to 3:00 pm.
- (d) The last date **to** submit the Tender Document in sealed envelope **is** February 26, 2020 by 3:00 pm in the Office of the Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi. The Tender will be opened on 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 any 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 February 21, 2020 at IBA Main Campus at 1030am with Sr. Manager Operations & Maintenance for understanding the exact nature of the job.
- (i) The contract period for overall operation and maintenance and supply of spare parts on need basis of HVAC, electrical & allied system is ONE (01) year effective from date of signing of agreement / LoI. The contract period may be extended on satisfactory performance of the company / firm / agency with mutual consent.

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3. Scope of Services

- a. Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category relevant to the value of the Works/Services.
- b. Duly enlisted/prequalified with the Owner (if applicable).
- c. 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.
- d. 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.
- e. The origin of Goods and Services is distinct from the nationality of the Bidder.
- f. Economical, trouble free and complete operation and maintenance and supply of spare parts on need basis of all HVAC units along with its associated equipment and entire Electrical systems at above mentioned locations.
- g. Frequent checking & periodic maintenance of the Allied valves & fittings of the Package units, VRF Units, Floor Standing ACs and Split type AC.
- h. Frequent checking & periodic maintenance of the insulation & Condition of the Ducting system associated with the AC Unit
- i. Operation and Monitoring of Elevators.
- j. Operation & Maintenance of PA System.
- k. Frequent checking & maintenance of Exhaust Fans.
- l. Frequent checking & maintenance of all Electrical components and installations.
- m. Frequent checking, Maintenance& calibration of the instruments related to plant operation.
- n. Housekeeping& cleaning of the plant area to avoid inconvenience & for improved outlook of the facility.
- o. Supply of parts and consumables required for equipment operation and maintenance will be paid at actual subject to prior approval from IBA, by submitting quotation clearly indicating unit price, total cost 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 and GST invoice.
- p. Maintain daily/weekly /monthly Log sheets of the approved format to record the performance of the plant in accordance with OEM/Consultant recommendation & provide it to owner for record keeping.
- q. Regular inspection of facility’s lighting and other integrated system.
- r. Cleaning of all electrical fixtures and DB on regular basis.

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- s. Check and Monitor operating condition, operating code, last diagnostic, LCHW set point, current limit set point, nos of starts, running hrs, voltage, current, oil level, CHW temp in & out, CW temp in & out, CW Pressure in & out, maintaining a daily log, chiller use/sequencing, chilled water reset settings & function, evaporator and condenser tubes, motor amperage load limit, compressor and assembly, compressor oil system, electrical connections, refrigerant connections of the chillers in accordance with OEM recommendations.
- t. Conduct visual inspection of cooling towers. Check & Monitor fan motor, suction screen, water float switch, vibration, tower structure, belts & pulleys, water samples, lubrication, motor support and fan blades, motor alignment, drift eliminators, louvers, fill, nozzles, bearings, motor condition and tower cleaning in accordance with OEM recommendations.
- u. 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, expansion tanks, exchangers, cycle valves and motor condition in accordance with OEM recommendations.
- v. Conduct visual inspection of AHUs, FCUs & Self Contained Units. Check and Monitor voltage, current, condenser and entering/leaving air temperature, cooling coil/ evaporator and entering/leaving air temperature, safety device, oil acidity, compressor noise, low/high pressure, air filter, blower motor bearing, fan belt, thermostat, actuator, strainer, insulation, drain tray and lines, electrical components and vibrations in accordance with OEM recommendations.
- w. Conduct visual inspection of 11kV Transformer, HT & LT panels and DBs. Check and Monitor voltage, current, fixed/moving contacts of HT panels, tightness of cable connections, proper cleaning of dust in accordance with OEM recommendations.
- x. Check and monitor the entire electrical distribution system. Rectification of faults and restoration of the system in accordance with OEM recommendations.
- y. Contractor will provide the maintenance program which provides the following:
 - i. Maintenance Plan
 - ii. Maintenance Procedures
 - iii. Preventive Maintenance Reports
 - iv. Predictive Maintenance Reports
 - v. Chiller water test reports

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4. List Of Equipment/ Installations

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

- i. Water Cooled Electric Chillers (03)
- ii. Air Cooled Electric Chillers (02 Nos)
- iii. Air Handling Units (33)
- iv. Fan Coil Units (75)
- v. VRF, Package Units, Floor Standing ACs & Split Type AC Units (1,7 & 313)
- vi. All Electric Panels and DBs (195)
- vii. Exhaust Fans (20)
- viii. Elevators (5)
- ix. PA System & Sound System (8)
- x. All associated equipment's with HVAC and Electrical System not mentioned in the list.

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5. Adamjee Academic Building, G&T Auditorium Building, New Library Building, Admin, Aman CED, Tabba, Student Center & NBP Building at IBA Main Campus (Mandatory)

S. #	Trade / Service	Minimum Qualification	Recommended Staff (For 08 Building)
01	Site Incharge	B.Tech/DAE Elect or Mech+05 year Building Incharge Experience	01
02	Supervisor HVAC	DAE/Vocational Training (HVACR) 2-3yrs Experience	02
03	Electric Supervisor	DAE/Vocational Training/Utility Licensed (Electrical) 1-2yrs Experience	02
04	Chiller Operator	DAE/Vocational Training 1-2yrs Experience	05
05	Chiller Plant Room Staff (Cooling Tower/ Pumps / Water Treatment)	DAE/Vocational Training 1-2yrs Experience	06
06	Sound System/PA System	DAE/Vocational Training 1-2yrs Experience	02
07	General Electricians	DAE/Vocational Training/utility licensed 1-2yrs Experience	08
08	AC Technicians	DAE/Vocational Training 1-2yrs Experience	08
09	Helpers	NR	08

Staff deputed at IBA shall be interviewed by Sr. Manager Operations & Maintenance prior to deputation at IBA.

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6. Bill of Quantity

**Overall Operation & Maintenance and Supply of Spare Parts on need basis of
HVAC, Electrical and Allied System Facilities Installed at Eight Buildings
Adamjee, G&T, Library, Admin, Aman CED, Tabba, Student Center &
NBP Building at Main Campus**

Item #	Description	Total Cost Inclusive of all Taxes		
		Per Day Cost with all taxes Rs.	Total Monthly Cost with all taxes Rs.	Total Annual Cost with all taxes Rs.
1-	<p>Electric Chiller</p> <p>Overall Operation and Maintenance Cost Of Chillers and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M</p> <p>(7 days in a week / 365 days in year) <i>Any extra hours shall be charged on per hour rate.</i></p>			
2-	<p>VRF, Split AC & Floor Standing AC</p> <p>Overall Operation and Maintenance Cost Of Split ACs Floor Standing ACs and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) <i>Any extra hours shall be charged on per hour rate.</i></p>			

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<p>3</p>	<p>Package Unit ACs Overall Operation and Maintenance Cost Of Package Unit ACs and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Aman CED, Tabba Building, Student Center and MP Building (Including of All Taxes) <u>Note: Working Timing</u> The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) <i>Any extra hours shall be charged on per hour rate.</i></p>			
<p>4-</p>	<p>Electrical Facilities Overall Operation and Maintenance Cost Of Electrical Facilities including All Electric Panels, Main DBs, Sub DBs and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) <u>Note: Working Timing</u> The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) <i>Any extra hours shall be charged on per hour rate.</i></p>			

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<p>5-</p>	<p>Lifts Overall Operation and Monitoring Cost Of Lifts associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes)</p> <p><u>Note: Working Timing</u></p> <p>The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M</p> <p>(7 days in a week / 365 days in year)</p> <p><i>Any extra hours shall be charged on per hour rate.</i></p>			
<p>6-</p>	<p>PA System & Sound System Overall Operation and Maintenance Cost Of PA System and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes)</p> <p><u>Note: Working Timing</u></p> <p>The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M</p> <p>(7 days in a week / 365 days in year)</p> <p><i>Any extra hours shall be charged on per hour rate.</i></p>			
<p>Grand Total Amount Inclusive of SST</p>				

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NOTE: The BOQ is to be read in conjunction with the Scope of Work. All the equipment and associated equipment are presumed to be covered under the amount quoted here in. Any additional manpower required over and above the quantity mentioned in scope of work will be charged at the same rate. Whenever required, the contractor will interchange the manpower from existing trades mentioned in the “List of O&M Staff Required” as per the requirement of IBA.

Available dedicated technical staff (at least 5) to deal with any emergency (list to be provided)

Grand Total Annual Cost per year (in words) _____

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7. 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.	Atleast 05 number of existing Electro-Mechanical Operation & Maintenance contracts	
3.	Professional Certification in related works	
4.	Last 3 years' turn over with minimum 30 million (per year) as bank statement or financial statement.	
5.	Service Providers must provide "Tax Registration Certificate" in GST, SRB and NTN certificates at the time of submission of bid.	

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8. 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 HVAC, Electrical and Allied System Facilities Installed at Eight Buildings Adamjee, G&T, Library, Admin, Aman CED, Tabba, Student Center & NBP Building at Main Campus
- (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 February 26, 2020 by 3pm in the Office of the Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi. The Tender will be opened on 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 February 26, 2020 on 3:30 PM at IBA Main Campus, University Road, Karachi.
- (i) **Time for completion from written order of commence:-** 60 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.....

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9. 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) **Poor Performance:** Liquidated damages 2% of the total amount will be imposed per month for which the company/agency failed to deliver as per standard or in accordance to the entitlement / authorization.
- (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.

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- (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 to the **FBR, SRB, SPPRA & IBA PP&P.**
- (xx) **General Sales Tax:** General Sales Tax will be paid on spare parts supplied to IBA only by the company/firm/agency. 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 reserve 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 Sr. Manager Purchase & Stores, IBA Main Campus, University Road, Karachi.
- (xxv) **Submission of Documents:** Last date for tender submission is February 26, 2020 upto 3:00pm
- (xxvi) **Opening of Tender:** Tender will be opened on February 26, 2020 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 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 on the letterhead of the company.
- (xxxviii) **Rights to Remove:** IBA reserve the right to remove any area of service as per requirement
- (xxix) **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.

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- (xxx) **Working Hours:** The current prevailing office time is 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 in order to ensure the availability of services and staff. Thumb scan is a 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 is 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.
- (xxxiiii) **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.

Note:

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

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10. 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 HVAC, Electrical and Allied System Facilities Installed at Eight Buildings Adamjee, G&T, Library, Admin, Aman CED, Tabba, Student Center & NBP Building at Main Campus;

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.

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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

AGREEMENT DRAFT
Overall Operation & Maintenance and Supply of Spare Parts on
need basis of HVAC, Electrical and Allied System Facilities
Installed at Eight Buildings Adamjee, G&T, Library, Admin,
Aman CED, Tabba, Student Center & NBP Building at Main
Campus

THIS AGREEMENT is executed at KARACHI, on this day, 2020.

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 Overall Operation & Maintenance **and Supply of Spareparts on need basis** of HVAC, Electrical and Allied System Facilities Installed at Four Buildings Adamjee, G&T, Library & Admin Building at Main Campus vide Tender # Maint/03/19-20

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 Spareparts on need basis** of HVAC, Electrical and Allied System Facilities Installed at Four Buildings Adamjee, G&T, Library & Admin Building at 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 Overall Operation & Maintenance **and Supply of Spareparts on need basis** of HVAC, Electrical and Allied System Facilities Installed at Four Buildings Adamjee, G&T, Library & Admin Building at Main Campus. “THE SERVICE PROVIDER” hereby agree 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/03/19-20.
- 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, trouble free and complete operation and maintenance **and Supply of Spareparts on need basis** of all HVAC units along with its associated equipment and entire Electrical systems at above mentioned locations.
- 1.10 Frequent checking & periodic maintenance of the Allied valves & fittings of the Package units, VRF Units, Floor Standing ACs and Split type AC.
- 1.11 Frequent checking & periodic maintenance of the insulation & Condition of the Ducting system associated with the AC Unit
- 1.12 Operation and Monitoring of Elevators.
- 1.13 Operation & Maintenance of PA System.
- 1.14 Frequent checking & maintenance of Exhaust Fans.
- 1.15 Frequent checking & maintenance of all Electrical components and installations.
- 1.16 Frequent checking, Maintenance & calibration of the instruments related to plant operation.

- 1.17 Housekeeping & cleaning of the plant area to avoid inconvenience & for improved outlook of the facility.
- 1.18 Supply of parts and consumables 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 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 and GST invoice on company letter head.**
- 1.19 Maintain daily/weekly /monthly Log sheets of the approved format to record the performance of the plant in accordance with OEM/Consultant recommendation & provide it to owner for record keeping.
- 1.20 Regular inspection of facility's lighting and other integrated system.
- 1.21 Cleaning of all electrical fixtures and DB on regular basis.
- 1.22 Check and Monitor operating condition, operating code, last diagnostic, LCHW set point, current limit set point, nos of starts, running hrs, voltage, current, oil level, CHW temp in & out, CW temp in & out, CW Pressure in & out, maintaining a daily log, chiller use/sequencing, chilled water reset settings & function, evaporator and condenser tubes, motor amperage load limit, compressor and assembly, compressor oil system, electrical connections, refrigerant connections of the chillers in accordance with OEM recommendations.
- 1.23 Conduct visual inspection of cooling towers. Check & Monitor fan motor, suction screen, water float switch, vibration, tower structure, belts & pulleys, water samples, lubrication, motor support and fan blades, motor alignment, drift eliminators, louvers, fill, nozzles, bearings, motor condition and tower cleaning in accordance with OEM recommendations.
- 1.24 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, expansion tanks, exchangers, cycle valves and motor condition in accordance with OEM recommendations.
- 1.25 Conduct visual inspection of AHUs, FCUs & Self Contained Units. Check and Monitor voltage, current, condenser and entering/leaving air temperature, cooling coil/ evaporator and entering/leaving air temperature, safety device, oil acidity, compressor noise, low/high pressure, air filter, blower motor bearing, fan belt, thermostat, actuator, strainer, insulation, drain tray and lines, electrical components and vibrations in accordance with OEM recommendations.
- 1.26 Conduct visual inspection of 11kV Transformer, HT & LT panels and DBs. Check and Monitor voltage, current, fixed/moving contacts of HT panels, tightness of cable connections, proper cleaning of dust 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.
- 1.28 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
 - vi. Chiller water test reports

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 Spareparts on need basis** of HVAC Facility for Admin Building at IBA Main Campus.
- 3.2 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 3.3 The Service Provider must adopt Environmental Friendly procedure and avoid the use of Toxic material.

ARTICLE IV **REMUNERATION**

- 4.1 The charges will be based on the following;
- 4.2 A liquidated 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.
- 4.3 **Payment of the spareparts 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 on the letterhead of the company.** Advance Payment subject to Bank Guarantee.
- 4.4 Performance Security 5% of total amount should be submitted in shape Pay Order before signing of Contract Agreement.
- 4.5 All Government taxes (including Income tax and stamp duties), **GST, SST**, levies and charges will be charged as per applicable rates / denomination.
- 4.6 Stamp duty 0.35% for Services against total annual value of Work will be levied accordingly.

- 4.7 All rules, regulations and policies will be governed in accordance to the **FBR, SRB, SPPRA & IBA PP&P.**
- 4.8 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.
- 4.9 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 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 on company letter head.**

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 anytime after issuing a 15 day’s 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 Service(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature. If any or suitable part(s), required to run the system and SERVICE PROVIDER should make the availability of the same with due approval of Manager Operations & Maintenance **by submitting quotation clearly indicating the unit price, total cost and GST on company letter head. Payment of parts will be made only after submission of delivery challan and GST invoice on company letter head.**
- 10.3 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.

- 10.4 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.
- 10.5 This agreement is effective from 2020 upto
- 10.6 All terms and conditions of tender vide # Maint/03/19-20 will be the integral part of this agreement and can't be revoked.
- 10.7 The contract may be renewed by mutual consent of both the parties subject to 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.

“IBA”

NAME:

CNIC # _____

Address:

G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi

M/s

NAME:

CNIC # _____

Address:

WITNESS:

1. _____

2. _____

CNIC # _____

CNIC # _____

Address: _____

Address: _____
