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

TENDER FORM

Tender # MAINT/01/23-24

Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium and Aman Tower

ı	Date of Issue	:	July 20, 2023
l	ast Date of Submission	:	August 09, 2023 (3:00 PM)
ſ	Date of Opening of Tender	:	August 09, 2023 (3:30 PM)
Comp	pany Name:		
NTN:			
SRB /	GST Registration Number:		
Pay C	Order / Demand Draft #		Drawn on Bank
Amoı	unt of Rs		Dated:

Notice Invitation Tender (NIT)

TENDER NOTICE

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

Tender Title (Ref. No.)	Procedure	Bid Security
Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium and Aman Tower (Maint/01/23-24)	Single Stage One Envelope	2%
Mandatory site visit on August 04, 2023 at 11 AM		

Tender Fee & Dates

Fee: Rs.2,000/-

Issuance start date: July 20, 2023 at 9 AM

Issuance end date & time: August 09, 2023 at 3 PM

Submission date & time: July 20, 2023 to August 09, 2023 from 9 AM to 3 PM

Opening date & time: August 09, 2023 at 3:30 PM

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 favor 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 <u>tenders@iba.edu.pk</u>

Website https://www.iba.edu.pk/tenders/ SPPRA: https://ppms.pprasindh.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 8
5. List of Staff Required	Page 9
6. Bill of Quantity	Page 10
7. Bidder Qualification Criteria	Page 14
8. Bidding Data Sheet	Page 16
9. Terms & Conditions	Page 17
10. Integrity Pact	Page 20
L1. Draft Agreement	Page 21
l2. F A Q	Page 27

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 July 20, 2023 for "Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium and Aman Tower".

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 guery

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 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 Head of Procurement, Ground Floor, Fauji Foundation IBA Main Campus, University Enclave, Karachi from July 20, 2023 to August 09, 2023 during working 9:00 AM to 3:00 PM.
- (d) The last date to submit the Tender Document in sealed envelope is August 09, 2023 by 3:00 PM in the Office of the Head of Procurement, Ground Floor, Fauji Foundation IBA Main Campus, University Enclave, 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 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) A mandatory site visit will be scheduled on August 04, 2023 at IBA City Campus at 11 AM with IBA Representative 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.

3. Scope of Services

- i. "THE SERVICE PROVIDER" agrees to provide any/all kind of services including minor repair works & maintenance to "IBA" whenever and wherever required as per the terms & conditions of this Agreement. Repair works, but not limited to, means install new compressor of the AC units only upto 4ton cooling capacity, replacement of lighting lamps/tube, fans, switches, exhaust fans, replacement of the compressor of fridge and freezer in the building. All other repair works will be charged at actual subject to prior cost approval by IBA.
- ii. Economical and trouble-free operation of complete HVAC and Electrical systems.
- iii. Frequent checking & periodic maintenance of the Allied valves & fittings of Chillers, the Package and Split type AC.
- iv. Frequent checking & periodic maintenance of the Ducting system associated with the AC Unit including the insulation of the duct.
- v. Operation and Maintenance of Absorption Chiller, Electric Chiller, Split ACs & Floor Standing ACs, Electrical Facilities, and PA System & Sound System.
- vi. Frequent checking & maintenance of Exhaust Fans.
- vii. Frequent checking & maintenance of all Electrical components and installations.
- viii. Frequent checking, Maintenance& calibration of the instruments related to plant operation.
 - ix. Housekeeping& cleaning of the plant area to avoid inconvenience & for an improved outlook of the facility.
 - x. 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 incl. GST on company letter head, at an appropriate prevailing market rate.
- xi. Maintain daily/weekly /monthly job cards of the approved format to record the performance of the plant in accordance with OEM/Consultant recommendation or industry best practices & provide it to the owner for record keeping.
- xii. Operation and monitoring of diesel generator and maintain of the daily log sheet. Diesel consumption report.
- xiii. Regular inspection for lighting facility and integrated system.

- xiv. Cleaning of all electrical fixtures, Electric Panels and DB on regular basis.
- xv. Economical, trouble-free and complete operation and maintenance of all HVAC units along with its associated equipment and entire Electrical systems of JS Auditorium & Aman Tower including step-down transformers, HT & LT Panels.
- xvi. Frequent checking & periodic maintenance of the Allied valves & fittings of the Chillers, **Floor Standing ACs** and Split type AC.
- xvii. Frequent checking & periodic maintenance of the Ducting system associated with the AC Unit including insulation of the duct.
- xviii. Operation and Maintenance of Absorption Chiller, Electric Chiller, Split ACs & Floor Standing ACs, Electrical Facilities, and PA System & Sound System.
- xix. Frequent checking & maintenance of Exhaust Fans.
- xx. Frequent checking & maintenance of all Electrical components and installations.
- xxi. Frequent checking, Maintenance& calibration of the instruments related to plant operation.
- xxii. Supply of parts and consumables required for equipment operation and maintenance will be paid at actual subject to prior approval from IBA 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/replacing new AC units of upto 4-ton, replacement of lighting lamps/tube, fans, switches, small exhaust fan repairing of condensers of ACs and Chillers. All other repair & installation work will be charged at actual subject to prior cost approval by IBA.
- xxiii. Maintain daily/weekly /monthly job cards of the approved format to record the performance of the plant in accordance with OEM recommendations & provide it to the owner for record keeping.
- xxiv. Operation and monitoring of all diesel generators and maintaining daily log sheet. Diesel consumption report.
- xxv. Regular inspection of facility's lighting and other integrated system.
- xxvi. Cleaning of all electrical fixtures and DB on regular basis.
- xxvii. Conduct visual inspection of LT panels and DBs. Check and Monitor voltage, current, tightness of cable connections, and proper cleaning of dust in accordance with OEM recommendations.

- xxviii. Check and Monitor operating condition, operating code, last diagnostic, LCHW set point, the 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.
- xxix. 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.
- xxx. 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.
- xxxi. 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.
- xxxii. Check and monitor the entire electrical distribution system of JS Auditorium & Aman Tower. Rectification of faults and restoration of the system in accordance with OEM recommendations.
- xxxiii. Check and Monitor PH value of chilled/hot water, quality of water, filter, chilled & cooling water pumps, gas leakages and safety stop valves, heat transfer tubes, furnace, burner, vacuum pump, pressure sensor, buzzer, PLC battery, electric panel, cut off valve and vacuum butterfly valve in accordance with the recommendations of the OEM.
- xxxiv. 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

The required services as per SLA matrix given below:

Description	SLA Matrix for Prime Hours		
Description	Max. Response Time	Max. Rectification Time (MTTR)	
Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium and Aman Tower	Immediate	2 Hours (excluding force majeure, subject to the approval of IBA relevant authority.	

4. List Of Equipment/Installations

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

- 3.1 Absorption Chillers (02) (2x200RT)
- 3.2 Air Cooled Electric Chiller (02) (200RT & 120RT)
- 3.3 AHUs & FAHUs (8 & 2)
- 3.4 Fan Coil Units (86)
- 3.5 Split Type AC Unit (9) and FS ACs (22) (1-ton to 4-ton)
- 3.6 Dist Transformers, VCB-HT and Main LT panels (1-1000kVA,1-1500kVA, 4-VCB Panel, 1-Board)
- 3.7 All sub electric panel and DBs (50) and (112)
- 3.8 Generators (2) (500kVA & 100kVA)
- 3.9 Exhaust Fans, Fresh Air Fan & Staircase Fan (11,4 &4)
- 3.10PA System & Sound System (2)
- 3.11Forced Draft Fans (11) at JS Audi Basement
- 3.12 All associated equipment with HVAC and Electrical System not mentioned in the list.

5. Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium and Aman Tower (Mandatory)

S. #	Trade / Service	Minimum Qualification	Recommended Staff Aman Tower	Recommended Staff JS Auditorium
01	Site Incharge	B. Tech/DAE Elect or Mech with at least 10-year Experience	01	00
02	Supervisor HVAC	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 5 – 7 yrs Experience	01	00
03	Chiller Operator	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 2-3 yrs Experience	03	01
04	Chiller Plant Room Staff (Cooling Tower/ Pumps / Water Treatment)	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 1-2 yrs Experience	03	01
05	Generator Operator	DAE/Generator Experience 2 – 3yrs	02	00
06	Transformer and Switch Gear	DAE Elect / Vocational Training Elect 2-3 yrs Experience	02	00
07	General Electricians	DAE Elect or GoS permit for wiremen /Vocational Training Elect 2-3 yrs Experience	02	01
08	AC Technicians	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 2-3 yrs Experience	02	01
09	Helpers	Matric or Intermediate / 1- year experience	01	01
		Total	17	05
		Grand Total	22	

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

6. Bill of Quantity

Overall Operation & Maintenance of Electrical and Allied Facilities

Item #	Description	Total Cost Inclusive of all Taxes		
		Per hour	Total	Total Annual
		Cost with	Monthly Cost	Cost with all
		all taxes	with all taxes	taxes
		Rs.	Rs.	Rs.
	Absorption Chiller (2x200RT)			
1-				
	Overall Operation and Maintenance Cost of			
	Absorption Chillers and all			
	associated/allied/auxiliary			
	equipment/devices/assemblies as per the scope			
	of work. (Including All Taxes)			
	Note: Working Timing			
	The current prevailing operational time is as			
	follows:			
	08.00 A.M to 10.00 P.M			
	(7 days in a week / 365 days in year)			
	Pre-approval from relevant Supervisor is			
	necessary before submission of any sort of			
	Overtime.			
2-	Electric Chiller (200RT & 120RT)			
	Overall Operation and Maintenance Cost of			
	Electric Chillers and all			
	associated/allied/auxiliary			
	equipment/devices/assemblies as per scope of			
	work. (Including of All Taxes)			
	Note: Working Timing			
	The current prevailing operational time is as			
	follows:			
	08.00 A.M to 10.00 P.M			
	(7 days in a week / 365 days in year)			
	Pre-approval from relevant Supervisor is			
	necessary before submission of any sort of			
	Overtime.			

3	Split ACs & Floor Standing ACs (1-ton to 4-ton) Overall Operation and Maintenance Cost of Split ACs Floor Standing ACs and all associated/allied/auxiliary equipment/devices/assemblies as per the scope of work. (Including All Taxes) Note: Working Timing		
	The current prevailing operational time is as follows: 08.00 A.M to 10.00 P.M (7 days in a week / 365 days in year) Pre-approval from relevant Supervisor is necessary before submission of any sort of Overtime.		
4-	Electrical Facilities Overall Operation and Maintenance Cost of Electrical Facilities including step down transformer, HT Panel, Main LT Panel, Sub Electric Panel, Main DBs, Sub DBs, and all associated/allied/auxiliary equipment/devices/assemblies as per the scope of work. (Including All Taxes)		
	Note: Working Timing The current prevailing operational time is as follows: 08.00 A.M to 10.00 P.M (7 days in a week / 365 days in year) Pre-approval from relevant Supervisor is necessary before submission of any sort of Overtime.		

5-	DG Sets (500kVA & 100kVA)		
	Overall Operation and Monitoring Cost		
	of DG Sets and all		
	associated/allied/auxiliary		
	equipment/devices/assemblies as per		
	the scope of work. (Including All Taxes)		
	Note: Working Timing		
	The current prevailing operational time		
	is as follows:		
	08.00 A.M to 10.00 P.M		
	(7 days in a week / 365 days in year)		
	Pre-approval from relevant Supervisor		
	is necessary before submission of any		
	sort of Overtime.		
6-	PA System & Sound System (16x120W		
	and 60W to 400W)		
	Overall Operation and Maintenance		
	Cost of PA System and all		
	associated/allied/auxiliary		
	equipment/devices/assemblies as per		
	scope of work. (Including of All Taxes)		
	Note: Working Timing		
	The current provailing enerational time		
	The current prevailing operational time is as follows:		
	08.00 A.M to 10.00 P.M		
	(7 days in a week / 365 days in year)		
	Pre-approval from relevant Supervisor		
	is necessary before submission of any		
	sort of Overtime.		
	3011 01 Overtime.		
Grand .	Total Amount per year Inclusive of SST		
Grand	Total Amount per year miclusive of 331		

Grand Total Annual Cost per year (in words)	

Note:

- a. All the equipment and associated equipment are presumed to be covered under the amount quoted herein. Any additional manpower required over and above the quantity mentioned in the scope of work will be charged at rate mentioned in table -Optional/Additional Services If required. Whenever required, THE SERVICE PROVIDER will interchange the manpower from existing trades mentioned in the "List of O&M Staff Required" as per the requirement of IBA.
- b. The current prevailing office time is from 08.00 am to 10.00 pm, 7-days a week and 365-days a year. The vendor will manage the staff to ensure continuity of services as per the timings mentioned above and will also facilitate in-case manpower is required for overtime at the same rate. A thumb scan is a mandatory requirement to reflect attendance against each staff at IBA.

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.	At least 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) (Please provide as bank statement or financial statement reflecting the same)	
5.	Availability of "Tax Registration Certificate" in FBR, SRB (Please provide NTN, GST, SST registration certificates)	

8. Optional/Additional Services (if required)

S. #	Trade / Service	Minimum Qualification	Monthly Rate (PKR) along with all taxes
01	Site Incharge	B. Tech/DAE Elect or Mech with at least 10-year Experience	
02	Supervisor HVAC	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 5 – 7 yrs Experience	
03	Chiller Operator	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 2-3 yrs Experience	
04	Chiller Plant Room Staff (Cooling Tower/ Pumps / Water Treatment)	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 1-2 yrs Experience	
05	Generator Operator	DAE/Generator Experience 2 – 3yrs	
06	Transformer and Switch Gear	DAE Elect / Vocational Training Elect 2-3 yrs Experience	
07	General Electricians	DAE Elect or GoS permit for wiremen /Vocational Training Elect 2-3 yrs Experience	
08	AC Technicians	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 2-3 yrs Experience	
09	Helpers	Matric or Intermediate / 1-year experience	

9. Bidding Data

- (a) Name of Procuring Agency: Institute of Business Administration, Karachi
- **(b) Brief Description of Works:** Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium and Aman Tower
- (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 August 09, 2023 by 3 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.
- **(h) Venue, Time, and Date of Bid Opening**: Tender will be opened on August 09, 2023 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 Re	ceipt No: Date:	Amount: (in words and figu	res) 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) **Poor Performance:** Liquidated damages of 2% of the total amount will be imposed per month for which the company/agency failed to deliver as per standard or in accordance with 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.

- (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 Head of Procurement, IBA Main Campus, University Enclave, Karachi.
- (xxv) **Submission of Documents:** Last date for tender submission is August 09, 2023 up to 3:00 pm
- (xxvi) **Opening of Tender:** Tender will be opened on August 09, 2023 at 3:30 am at IBA Main Campus, University Enclave, 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.

- (xxx) Working Hours: The prevailing service timing is from 08.00am to 10.00pm, 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 is a mandatory requirement to reflect attendance against each staff at IBA. Vendor will install its own biometric device system.
- (xxxi) **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.
- (xxxii) **Health Safety:** The contractor is responsible for the safety of all its activities including protection of life & environment on and off the site. IBA is no smoking zone. IBA will not be responsible for any mishap.
- (xxxiii) **Medical Fitness:** The Service Provider should ensure to conduct pre-employment medical test before the commencement of the job and thereafter, on yearly basis. Submission of medical fitness certificate of the deputed staff to IBA as and when required.
- (xxxiv) **Minimum Wages:** In compliance with Sindh minimum wages notification, O&M staff required in article-5 must maintain minimum wages criteria. The contractor will be required to submit a certificate that they are complying with minimum wage instructions and IBA will be entitled to ask for monthly payroll sheet.
- (xxxv) **Registration with EOBI:** The staff personnel deputed at IBA Karachi by the contractor must be insured by EOBI and SESSI.
- (xv) Overtime: Any overtime would be calculated on per hour working rate per staff member. These rates will be calculated on a mutually agreed formula. The successful bidder shall not charge commission on the overtime amount.
- (xvi) 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 8, commensurate with the staff level will be deducted w.e.f the day of resignation, leaving the job without notice, removal from the job.
- (xvii) **Insurance / Security:** Life Insurance / Security of worker will be the responsibility of contractor.
- (xviii) **Child Labor:** All staff must have CNIC and clearly mentioned to discourage work through child labor.
- (xix) Character Certificate: Contractor must provide character certificate of all workers.

Note:

These Terms & Conditions are an 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 of Electrical and Allied Facilities in JS Auditorium and Aman Tower.

M/s	hereb	v 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, contact, 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.

12. **AGREEMENT DRAFT**

Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium and Aman Tower

THIS AGREMENT is executed at KARACHI, on this day, 2023.

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 expre	ssion shall wherever the context so
permits be deemed t	to include its legal representatives	s, executors, successor and assigns),
through its proprietor	, holding CNIC No	on the SECOND PART.

WHEREAS "IBA" intends to obtain 5. Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium and Aman Tower vide Tender # Maint/01/23-24

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

WITNESSETH

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/01/23-24.
- 1.4 Economical, trouble free and complete operation & 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.
- 1.5 Frequent checking & periodic maintenance of the Allied valves & fittings of the Package units, VRF Units, Floor Standing ACs and Split type AC.
- 1.6 Frequent checking & periodic maintenance of the Ducting system associated with the AC Unit including the insulation of the duct.
- 1.7 Operation and Monitoring of Elevators.
- 1.8 Operation & Maintenance of Electric Chillers, VRF, Split ACs, Floor Standing ACs, Package Unit ACs, Electrical Facilities, PA System and Sound System.
- 1.9 Frequent checking & maintenance of Exhaust Fans.
- 1.10 Frequent checking & maintenance of all associated Electrical components and installations.
- 1.11 Frequent checking, Maintenance& calibration of the instruments related to plant operation.
- 1.12 Housekeeping& cleaning of the plant area to avoid inconvenience & for improved outlook of the facility.
- 1.13 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.
- 1.14 Regular inspection of facility's lighting and other integrated system.
- 1.15 Cleaning of all electrical fixtures and DB on regular basis.

- 1.16 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.
- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 Conduct visual inspection of LT panels and DBs. Check and Monitor voltage, current, tightness of cable connections, proper cleaning of dust in accordance with OEM recommendations.
- 1.21 Check and monitor the entire electrical distribution system. Rectification of faults and restoration of the system in accordance with OEM recommendations.
- 1.22 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

Note 1 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 incl. GST on company letter head, at an appropriate prevailing market rate.

Note 2 Minor repair works means installing new compressor of the AC units only up to 4 ton cooling capacity, relocating AC units of up to 4-ton with 10 ft piping, replacement of lighting lamps/tube, fans, switches, small exhaust fan, repairing of condensers of ACs and chillers.

Note 3 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 SST/GST invoice.

The required services as per SLA matrix given below:

Barriette :	SLA Matrix for Prime Hours	
Description	Max. Response Time	Max. Rectification Time (MTTR)
Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium and Aman Tower	Immediate	2 Hours

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 HVAC Facility for JS Auditorium and Aman Tower at IBA City Campus.
- 3.2 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 3.3 The Service Provider must adopt Environmentally 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 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.
- 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 with the FBR, SRB, SPPRA.
- 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 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

	<u>INTEGRITT FACT</u>
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
9.4	Notwithstanding any right and remedies exercised by the IBA in this regard, M/s

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 Sr. 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 being correct and abide by the same.
- 10.6 All terms and conditions of tender vide # Maint/01/23-24 will be an 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 the satisfactory performance of the contractor.

13. **FAQs**

- Who will do descaling of Condenser and Evaporator as well as fills of cooling tower.
 Descaling to be done by contractor's team without any charges. Only Consumables may be charged. In case if after descaling the parameter are not normalized then IBA may take OEM consultation and descaling service.
- Who will do Installation of units (max 4 tons)
 Installation of new units at new locations is chargeable. Replacements are not chargeable.
- Troubleshooting and repairing of all type of Units like SKM, Carrier, McQuay and other package units
 Basic troubleshooting and machine test runs to ascertain the machine's health and diagnosis of problem must be done by contractor. In case of any hardware or software problem/conflict/malfunction these are chargeable for chillers. Package Units to be managed by in house team of contractor.

Service of cooling tower.
 Not Chargeable. Only consumables are chargeable.

Cooler leakage repairing.
 Not chargeable. Only consumables are chargeable.

Compressor replacement.
 Compressor replacement up to 4-ton is not chargeable. Only consumables are chargeable.

Flashing and pressure testing.
 Not chargeable. Only consumables are chargeable.

Rectification time

May differ according to fault nature, availability of parts, weather condition, Law & order situation, and availability of the spares.

Refiling of breezing set and consumables likewise Welding rods, Acetylene, Oxygen,
Nitrogen cylinders & Transportation etc
 Welding rods are mostly provided by IBA. In case of any urgency IBA may procure
the welding rods from vendor as well. Welding Rods, Acetylene gas, Oxygen Gas,
and Nitrogen gas are supply/consumables which may be charged at verifiable
market commensurate rate. 15% of service charges are applicable on
supplies/consumables. IBA will not pay for cylinders as these will be Contractor's
asset.

 Tools, ladders, recovery pump, vacuum pump, breezing set, Karcher pumps and PPE's

It is understood that all the basic tools as mentioned above but not limited to list mentioned above, shall be arranged by contractor. Cost will not be charged to IBA as these will be contractor's assets.

• Payment terms

Payment will be made after submission of invoice, GST and SST invoice on monthly basis.

- Minimum wages notification by Govt
 The contractor has to maintain minimum wages inflation by Govt, Local Govt,
 Provincial Govt.
- Replacement of any position
 Replacement must be provided within 5-days.

- LD / Poor Performance calculation criteria
 LD will be charged on job-to-job basis quoted by contractor. Any poor performance will be communicated via e-mails for record which will be furnished to apply LD for that job. Consistent poor performance may lead to confiscation of performance security at the end of year.
- Termination notice
 IBA may terminate the agreement if the job is not executed according to the requirement at any time after issuing a 1-month notice.
- Building wise equipment list
 List of equipment is attached. Site visit shall be arranged to see the building wise equipment. (mandatory)

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

M/s		
Contact Person:		
Address		
Tel #	Fax #	
Mobile #	CNIC #	
E-mail:		
		 Stamp & Signature

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

and signed.