

## Bid Evaluation Report

1. Name of Procuring Agency: Institute Of Business Administration, Karachi
2. Tender Reference No: IT/77/2014-15
3. Tender Description/Name of work/item: SLA of UPS
4. Method of Procurement: Single Stage Two Envelop
5. Tender Published: SPPRA 17-Feb-2015 SPPRA-S.No: 22837/2015
6. Total Bid documents sold: (Available on website)
7. Total Bids Received: 01
8. Technical Bid Opening date: (if applicable) 07-03-2015
9. No. of Bid technically qualified (if applicable): 01
10. Bid(s) Rejected: 0
11. Financial Bid Opening date: 16-03-2015
12. **Bid Evaluation Report:**

S No	Name of Firm or Bidder	Cost offered by the Bidder Unit Price	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	Jaffer Brothers	PKR. 22,465,250/-	1 <sup>st</sup>	Open Market	Full Fill Evaluation Criteria	Recommended to award the contract

**Recommendations:** - The offered amount of **Rs. 22,465,250/-** (with applicable taxes) by M/s. Jaffer Brothers Pvt Ltd has been recommended by the Procurement Committee to award the work on the basis of their technical qualifying and lowest offered price bid.



IBA (Internal Member)

Mr. Syed Jehanzeb

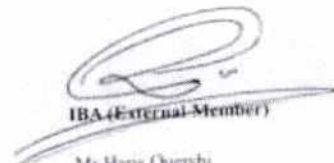
Assistant Manager



IBA (Internal Member)

Dr. Nasir Touheed

Professor



IBA (External Member)

Mr. Harris Quershi

HEJ Karachi University



NIT NO (Tender #): IT-77-14-15(UPS-SLA)

SPPRA-ID: 2283772015

**Method and procedure of procurement: National Competitive Bidding (Single Stage - Two Envelope)**

**MINUTES OF BID OPENING MEETING (FINANCIAL)**

A meeting of the procurement committee of this department was held on 16-03-2015 for opening the financial bids received in respect of subject NIT till the deadlines of submission. The meeting was attended by all following members of the procurement committee and the representatives of bidders.

The following bidders submitted their bids till the deadline of submission:

S.#	Name of Company	Name Person	Contact #	Signature
1	<i>Jeffers Business System</i>	<i>Takin Koolit</i>	0333-3753347	<i>[Signature]</i>

The bids were opened at 15:30 in the presence of the above mentioned participants and the rates quoted by bidders were read aloud and endorsed by Chairman of the Procurement Committee. All the members of the procurement committee signed each and every page of financial proposal/ bids. The bids do not contain any over-writing or cutting. *(Also mention cuttings or over writing if any)*  
Following is the details of bids announced:

S. No.	Name of Bidder	Bid Offer Amount	EM	Pay Order Envelope
1	<i>Jeffers Business Systems</i>	<i>FA2465A50/=</i>	<i>1255330/=</i>	<i>HMB-08551265</i>

The committee shall examine all the bids as per the Qualification/ eligibility criteria provided in the bidding documents, arithmetical checks and verify the documents and bid security submitted by the bidders.

The meeting ended with the note of thanks to and from the chair.

*[Signature]*  
*Asst. Secy*

16 MAR 2015  
*[Signature]*



# HABIB METROPOLITAN BANK LTD.

Main Branch Karachi  
Karachi

*This payment order requires endorsement*

VALID 3 MONTHS  
FROM THE DATE OF ISSUE  
HMB/PO 8551265  
Date: 05-Mar-2019

Not Over PKR\*\*\*1,255,330.00\*\*\*

PAY INSTITUTE OF BUSINESS ADMINISTRATION KARACHI A/C JAFFER  
BROTHERS PVT LTD  
Rupees one million two hundred and fifty five thousand three hundred  
and thirty only

OR ORDER

PKR\*\*\*1,255,330.00\*\*\*

For Habib Metropolitan Bank Ltd.

M NO 8551265

  
ATTORNEY

  
ATTORNEY

#08551265#061000 1:0000000000005592#020#000125533000#



Institute of  
Business Administration  
Karachi

*Leadership and Ideas for Tomorrow*

Dated: May 23, 2015

TO WHOM IT MAY CONCERN

It is to certify that as per the requirement of our tender query number IT/77/2014-15 for the Service Level of Agreement of UPS. One bidder was participated in the said tender. M/s.Jaffer Brothers participated in the Open Bidding tender & the prices are comparable with the market price.

Imran Batada  
Head of ICT  
IBA Karachi

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

### TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. Institute of Business Administration , Karachi
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Service Level Agreement of UPS
- 4) TENDER NUMBER IT/77/2014-15
- 5) BRIEF DESCRIPTION OF CONTRACT Service Level Agreement of UPS
- 6) FORUM THAT APPROVED THE SCHEME Purchase Committee
- 7) TENDER ESTIMATED VALUE PKR 23,000,000/-
- 8) ENGINEER'S ESTIMATE  
(For civil works only) \_\_\_\_\_
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) From the Date of Signature of SLA
- 10) TENDER OPENED ON (DATE & TIME) 03-03-2015 / 11:30AM
- 11) NUMBER OF TENDER DOCUMENTS SOLD Free of Cost available on IBA website  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 01
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 01
- 14) BID EVALUATION REPORT  
(Enclose a copy) \_\_\_\_\_
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Jaffer Brothers Pvt Ltd
- 16) CONTRACT AWARD PRICE PKR 22,465,250/-(For 3years)PKR.7488416(For 1st Year)
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). M/s. Jaffer Brothers Pvt Ltd

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE YES \_\_\_\_\_  Domestic/Local
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA 23837/2015
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
--------------------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------



31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	Yes- Highly Technicalities involves in it which take some time.
No	

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	

Signature & Official Stamp of  
Authorized Officer Imran Batada Head of ICT

**Imran Batada**  
Head of ICT  
Institute of Business Administration  
Karachi Pakistan

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**  
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset

3/3





Institute of  
Business Administration  
Karachi

Leadership and Ideas for Tomorrow

Ref: IT/77/2014-15  
M/s Jaffer Brothers Pvt Ltd  
Citi Tower,33-A,Block-6,P.E.C.H.S,  
Shahrah-e-Faisal, Karachi  
Tel: 111-527-527 Ext 3051  
Fax: 02134373083

Dated 23-06-2015

Attn: Mr.Syed Tahir Kashif

Sub: INSTITUTE OF BUSINESS ADMINISTRATION – KARACHI  
(SLA of UPS, IBA KARACHI)  
"LETTER OF AWARD"

Dear Mr. Tahir,

This is in reference to your bid submitted on 07-Mar-2015 for the subject work. The Management is pleased to inform you that your bid has been approved for award of subject work to your firm at price of PKR. 7,488,416 For 1<sup>st</sup> year inclusive of all applicable taxes (22,465,250/- (Three years prices inclusive of all applicable taxes) for EMERSON UPS.

This letter of award is based on the following documents and following terms and conditions, which form its part thereof and are the governing documents of the contract:


- Tender Documents
- Priced Bill of Quantity
- Tender Drawings.(If apply)
- Your bid letter submitted on 07-Mar-2015
- Delivery Time: SLA for 1<sup>st</sup> year extendable up to 3years.

All other Technical and contractual matters are as per Tender Documents and Drawings.

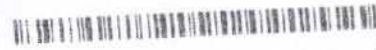
You are advised to please return the duplicate copy of this Letter of Award duly signed as an acknowledgment of its receipt as well as your unqualified acceptance of the same.

Thanking you.

Imrab Batada,  
Head of ICT

  
Received and Accepted on behalf of M/s.

063202



10000/-



STAMP OFFICE CITY COURT, KARACHI

Talat P. Ali

121

10 4.6.15

116 4.6.15

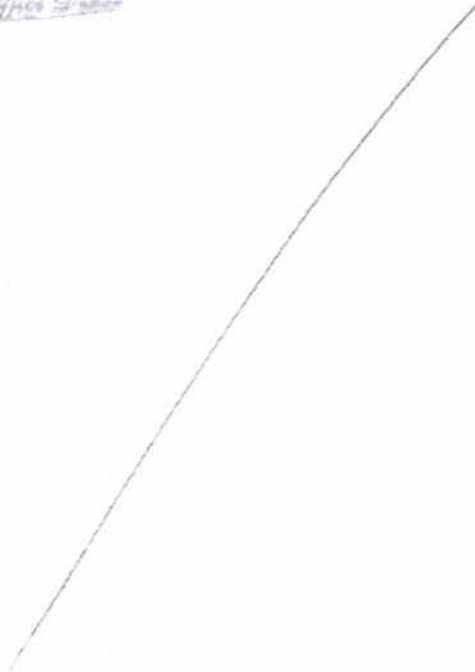
(P. 7)

10 4.6.15

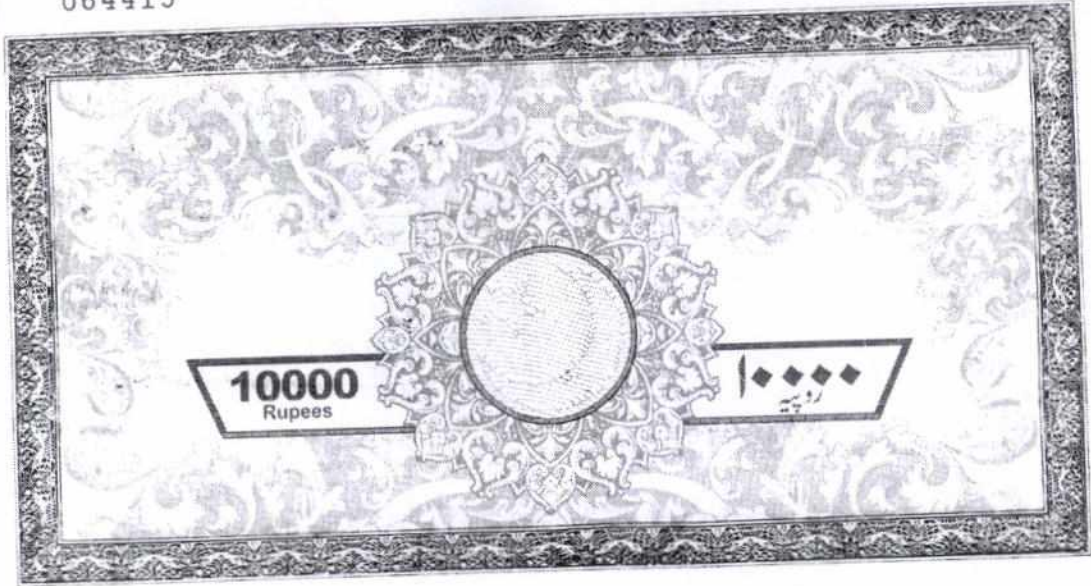
For Seal

E. No:

*[Signature]*  
City Court Karachi

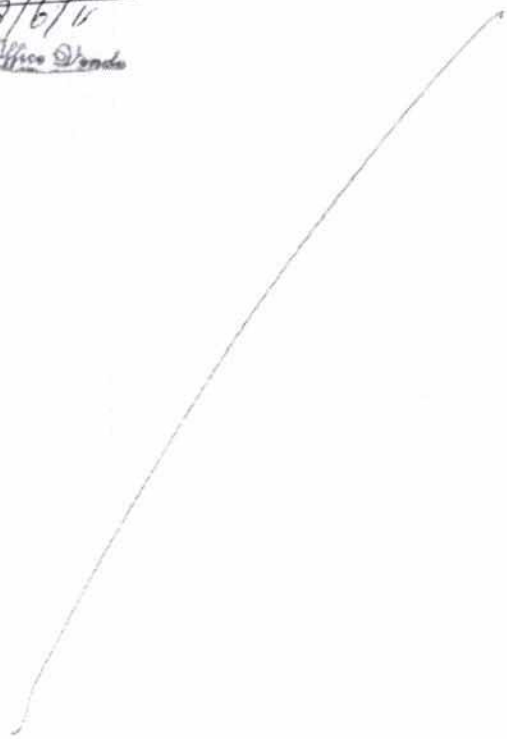


064419



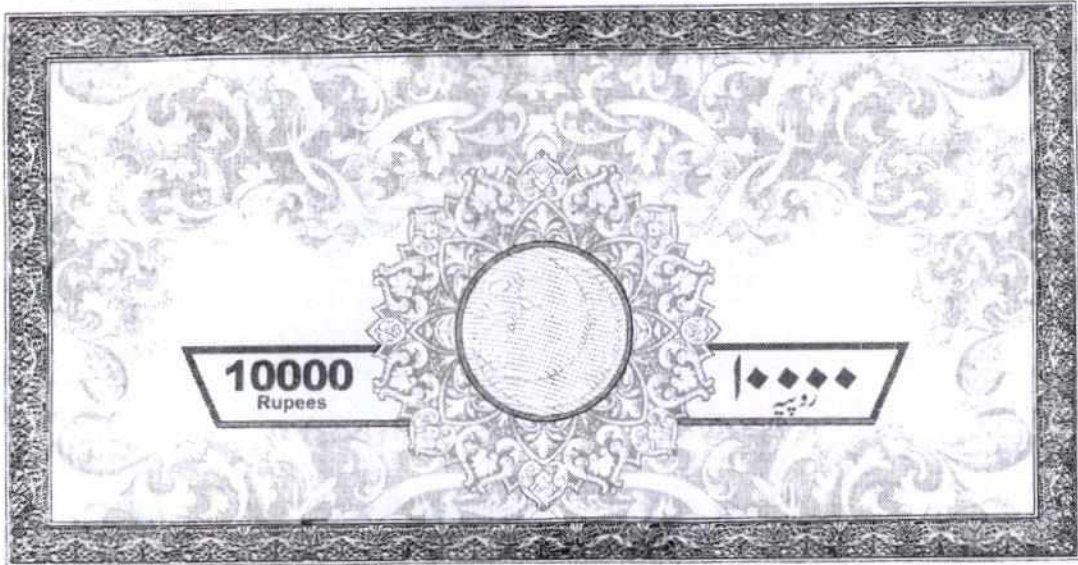
STAMP OFFICE CLTY COURT, KARACHI

Issued to Shahzad Khan  
 No. 238  
 Dated 18.6.11  
18 Dated 18.6.11  
18/6/11  
 For Office Use





064418



STAMP OFFICE CITY COURT, KARACHI

Issued to Shahid Ali Khan

NIC/Computer Card No. 2317

V. J. D. S.R. No. 7 dated 18.6.15

of 1949/10 No. 17 dt. 18.6.15

for the purpose of S.D.

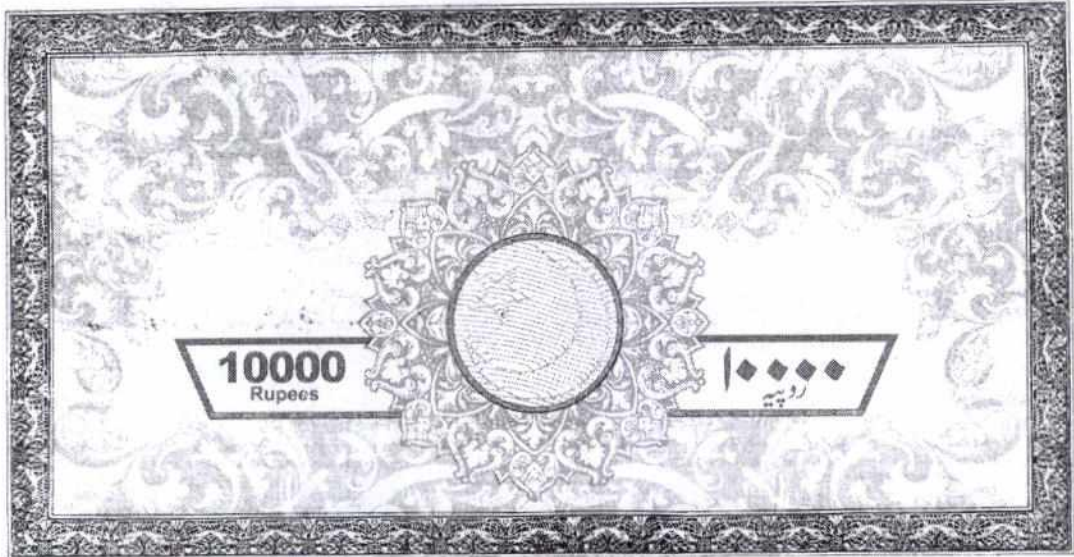
Rs. No. 7 Dated 18.6.15

[Signature]  
18/6/15  
Sec. Office District

063203



10000/



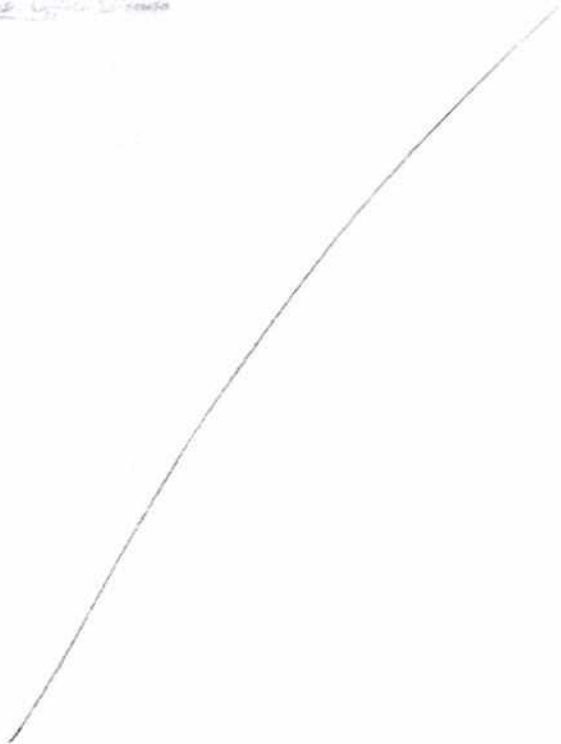
STAMP OFFICE, CITY COURT, KARACHI

*Postal T. Adv.*  
121

10	4.6.15
116	4.6.15
2.7	
10	4.6.15

E. No.

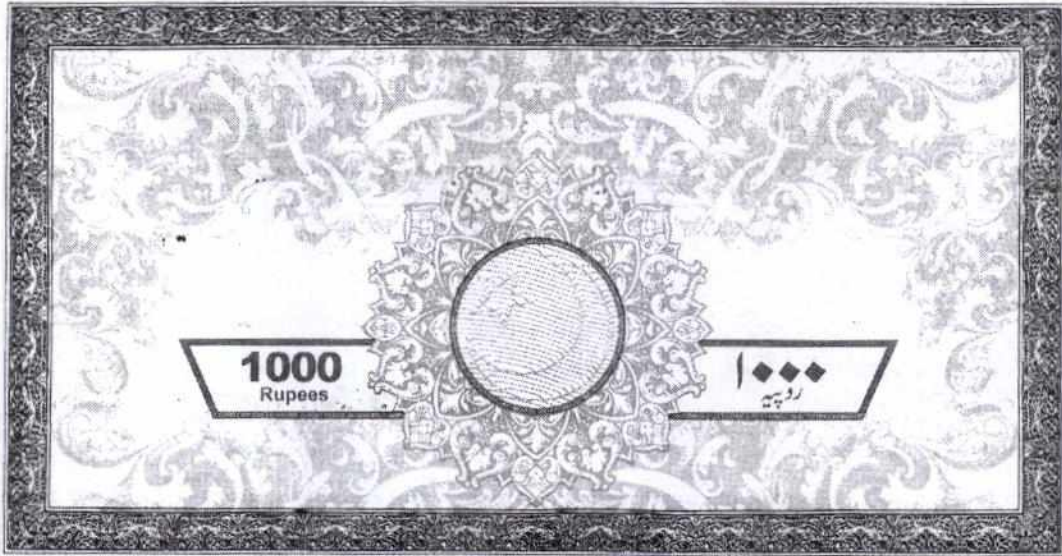
*09/6/15*







303885



SIKANDAR IMRAN STAMP VENDOR  
 Licence No. B6, Seat No. 19, City Court Karachi.  
 S. No. 51711 DATE .....

ISSUED TO WITH ADDRESS .....

THROUGH WITH ADDRESS .....

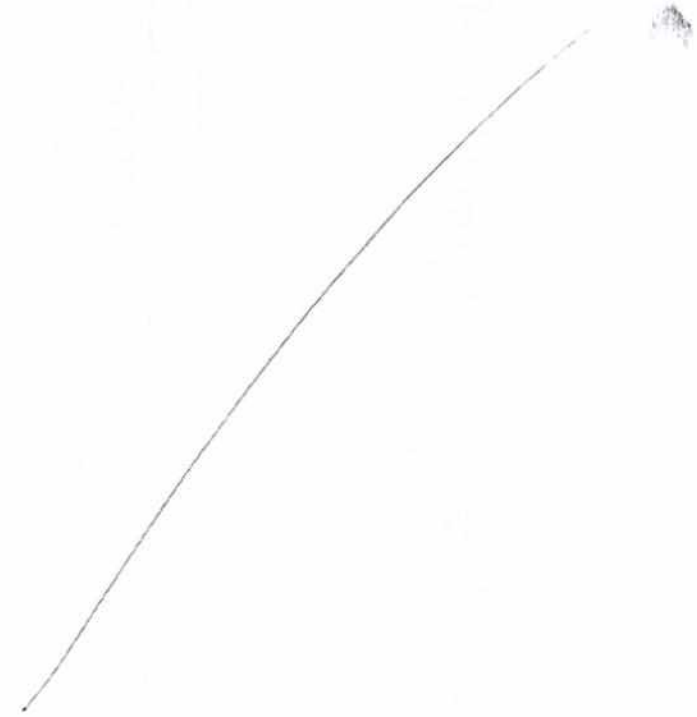
PURPOSE .....

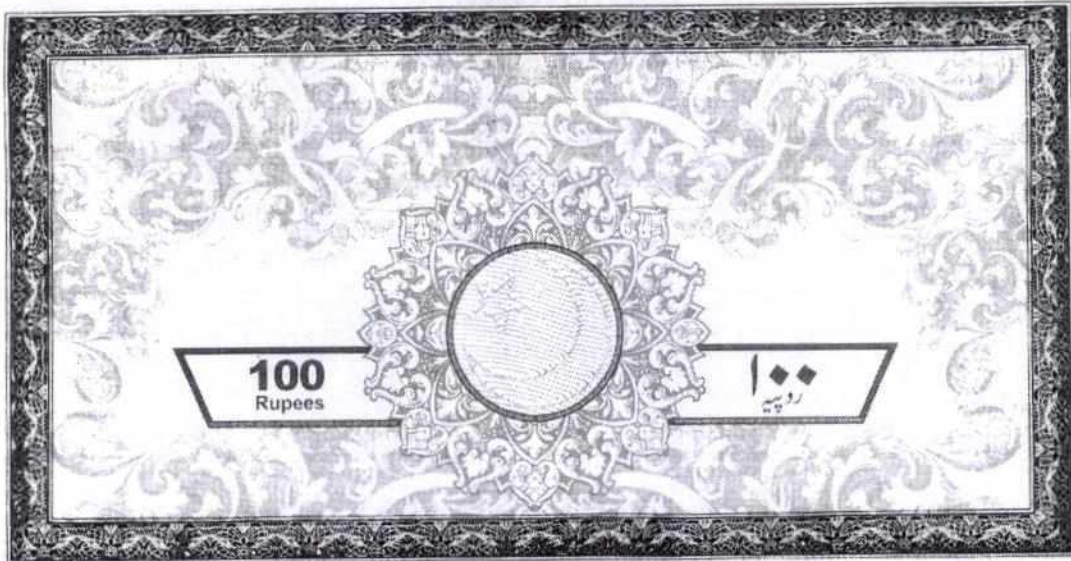
VALUE RS. ....

STAMP VENDOR'S SIGNATURE .....

18 JUN 2015

WALIK SHEH  
 AFSAR





SHAKEEL IQBAL STAMP VENDOR

Etd #56, Shop #13, New Ruby Centre

Talpur Road, Sultan Market, Karachi

10027 08 JUN 2015

S. No.....Date.....

Issued to with Address.....HULAM HABIB (Advocate)

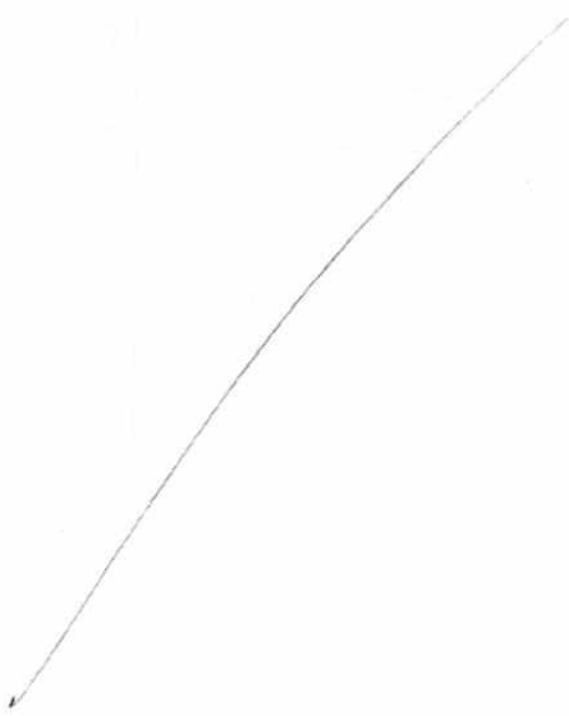
Through with Address.....KBA No: 63

Purpose.....Attached.....

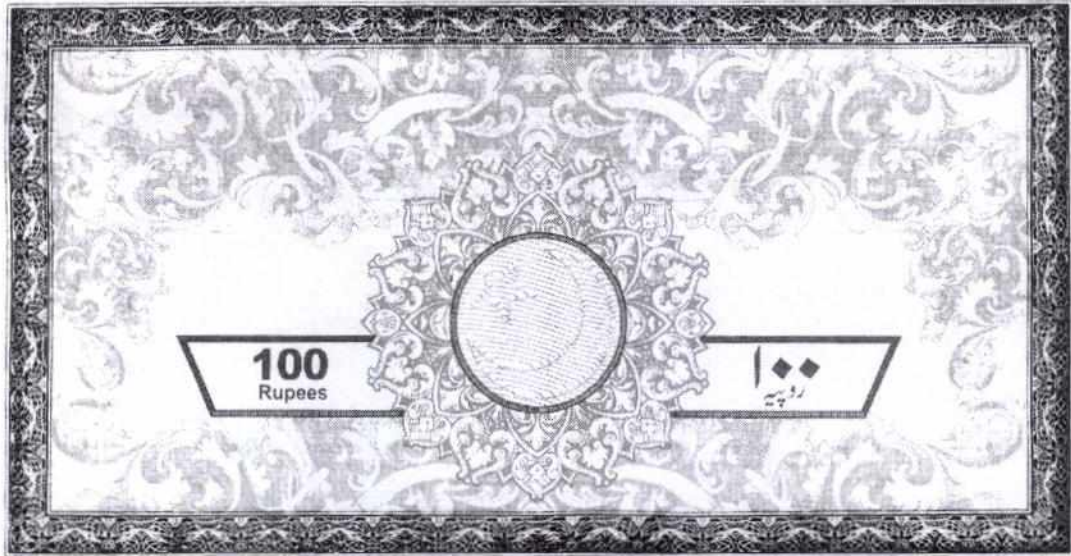
Value Rs.....

Stamp Vendor's Signature.....

(NOT USE FOR FREE WILL & DIVORCE PURPOSE)



E361769



SHAKEEL IQBAL STAMP VENDOR  
Eld # 16, Shop # 43, New Road, Control,  
Talpur Road, Boulton Market, Karachi

S.No. 16002 Date 06 JUN 2015

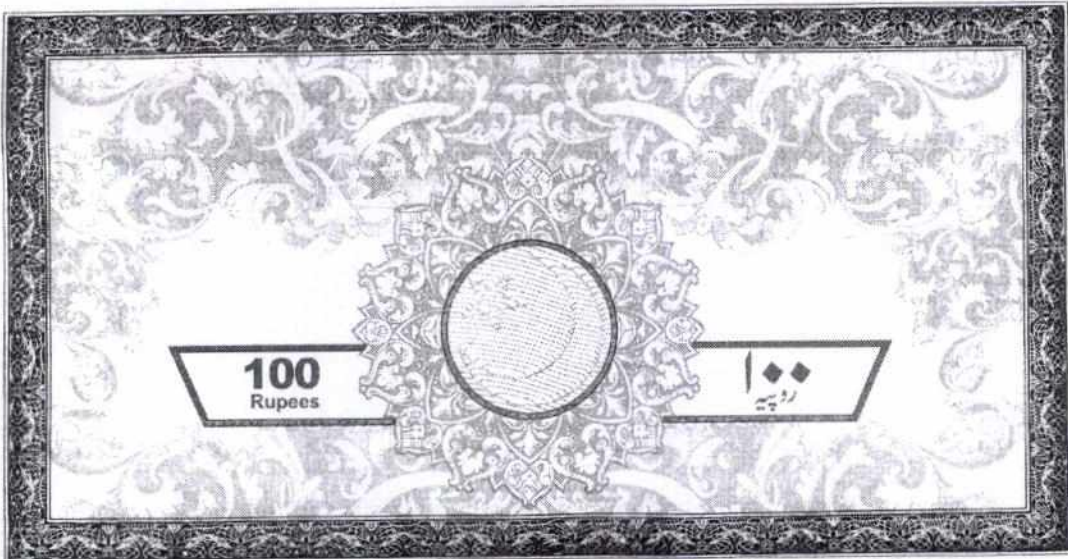
Issued to with Address.....  
Through with Address..... GTULAM HABIB (Advocate)

Purpose.....  
Value Rs..... Attached..... KDA No: 63

Stamp Vender's Signature.....  
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)



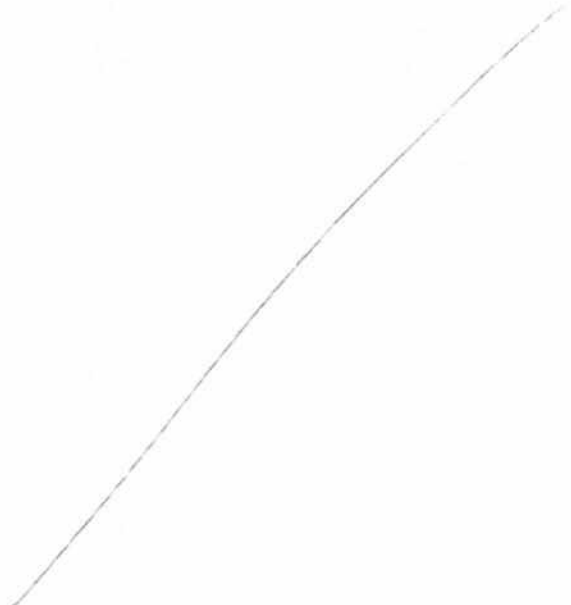
E361770



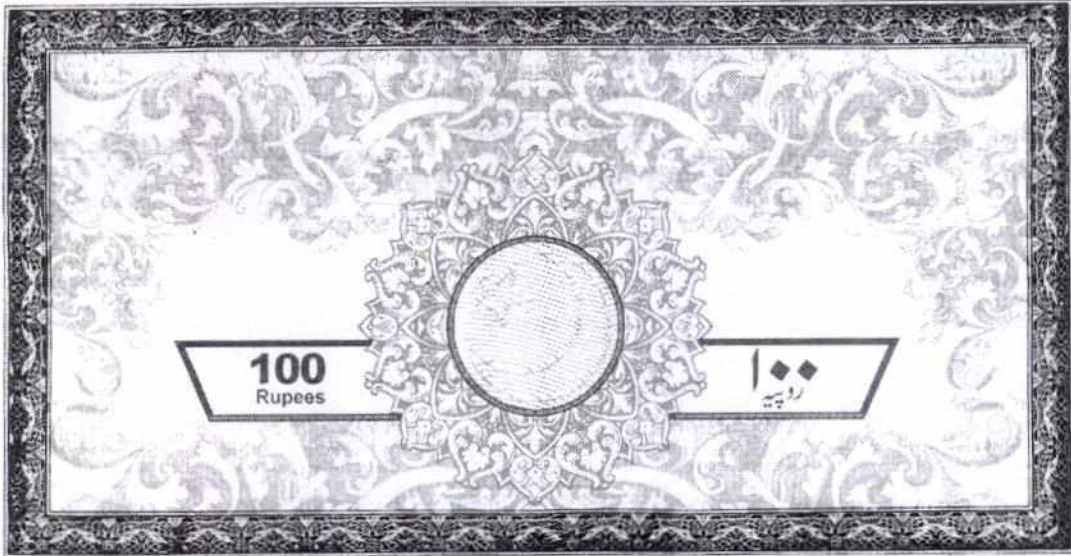
SHAKEEL IQBAL STAMP VENDOR  
E/C 850, Shop # 43, New Ruby Centre,  
Talpur Road, Boulton Market, Karachi  
08 JUN 2015

S.No.....Date.....  
Issued to/with Address.....  
Through with Address.....  
Purpose.....  
Value Rs.....Attached.....  
Stamp Vender's Signature.....  
(NOT USE FOR FREE WILL A DIVORCE PURPOSE)

AM HABIB (Advocate)  
KSA No: 63



E361771



SHAKEEL IQBAL STAMP VENDOR  
Lic # 50, Shop # 113, New Ruby Centre,  
Talpur Road, Boulton Market Karachi

08 JUN 2015

S.No. 100025 Date

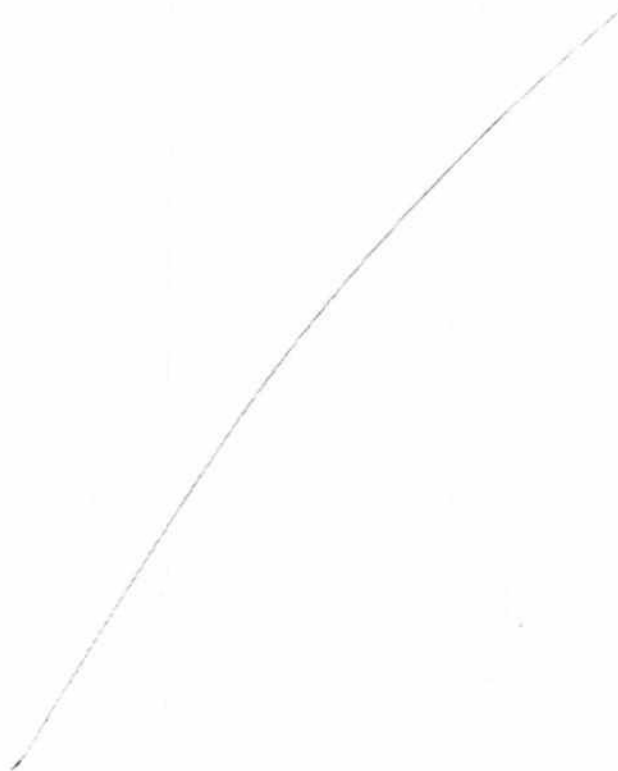
Issued to with Address..... SHULAM HABIB (Advocate)

Through with Address..... KSA No: 63

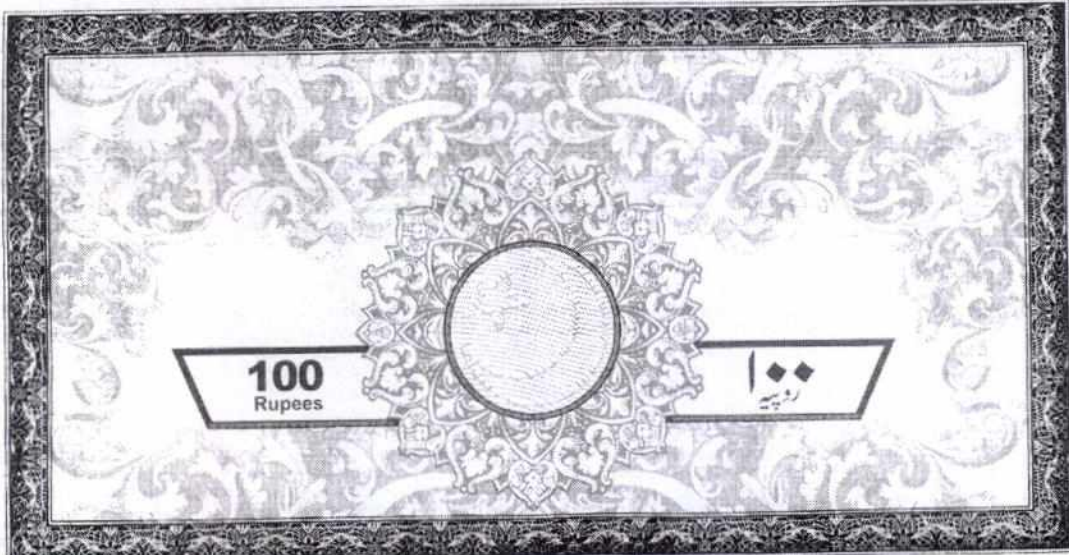
Value Rs.....

Stamp Vendor's Signature.....

(NOT USE FOR FREE WILL & DIVORCE PURPOSE)



E361773



SHAKEEL IZBAI STAMP VENDOR  
Lic # 56, Shop # 43, New Road/ Centre  
Talpur Road, Boultan Market Karachi

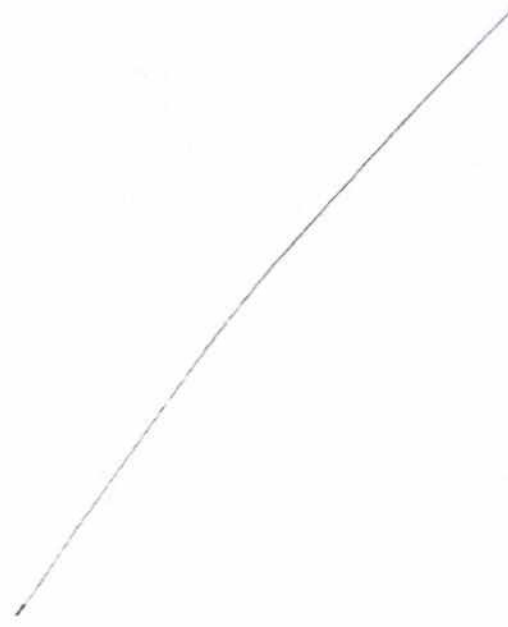
S. No. 160027 Date 08 JUN 2016

Issued to with Address..... GHULAM HABIB (Advocate)

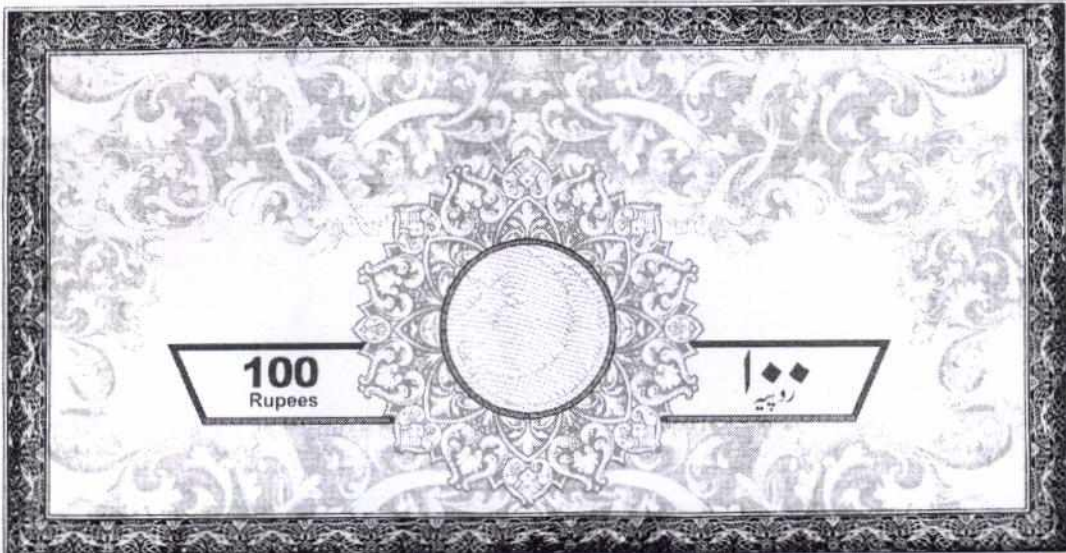
Through with Address..... KSA No: 63

Purpose..... Atiqah

Stamp Vender's Signature.....  
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)







SHAHID JAFAR STAMP VENDOR  
 Etc # 56, Shahid Jafar Stamp Vendor  
 Talpur Road, Rehan Market, Karachi  
 10000  
 08 JUN 2015

S.No.....Date.....  
 Issued to with Address.....  
 Through with Address.....GHULAM HABIB (Advocate)  
 Purpose.....KSA No: 63  
 Value Rs.....Attached.....  
 Stamp Vendor's Signature.....  
 (NOT USE FOR FREE WILL & DIVORCE PURPOSE)

#### MAINTENANCE AGREEMENT

THIS SERVICE LEVEL AGREEMENT is made at Karachi on this 27<sup>th</sup> day of June, 2015, and will commence \_\_\_ day of \_\_\_, 2016 (Effective Date) till \_\_\_ day of \_\_\_, 2016 (Termination Date), in the continuation of contracts Bid Nos. IT/77/2014-15, reference clause 5.0;

#### BY AND BETWEEN

Institute of Business Administration Karachi, an Educational Institution formed and existing under the laws of the Islamic Republic of Pakistan, having its office at Plot # 68 & 88 Garden / Kayani Shaheed Road, Karachi - 74400 Pakistan. (hereinafter, "Client", which term wherever occur in these presents shall mean and include its successors-in-interest, executors and assigns) of the **One Part**;

AND

Jaffer Brothers (Pvt.) Limited, a JBL incorporated under the laws of Islamic Republic of Pakistan and having its registered head office at Citi Tower, 33 - A, Block - 6, P.E.C.H.S, Shahrah-e-Faisal, Karachi - 75400, Pakistan., (hereinafter referred to as "JBL" or "Jaffer Brothers (Pvt.) Limited" which expression shall, where the context so admits, mean and include its successors-in-interest, nominees, legal representatives, administrators and permitted assigns) of the **Other Part**.

(IBA and the JBL shall hereinafter collectively be referred to as the "Parties" and singly as "Party").

#### RECITALS

##### WHEREAS:

- IBA is an educational Institute desirous of hiring the Services (defined below);
- The JBL has represented that it has the requisite resources, necessary infrastructure, approvals and skills to provide the Services to IBA as detailed herein; and
- Based on the representation of the JBL, IBA has agreed to avail the Services from the JBL on the terms and conditions as set out in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and in consideration of the mutual covenants contained herein, the Parties do hereby agree, undertake and declare as under:



1. INTERPRETATION AND DEFINITIONS

- a) In this Agreement, unless the context otherwise requires:

References to Clauses and Annexes are references to clauses and annexes of this Agreement.

Words importing gender include the other gender.

References to persons include bodies corporate, firms and unincorporated associations.

The singular includes the plural and vice versa.

References to all or any part of any statute or statutory instrument include any statutory amendment, modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulations made under it;

The recitals to this Agreement shall form an integral part thereof; and

The headings in this Agreement are for the purpose of reference only and shall be ignored in the interpretation of this Agreement.

- b) In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

"Agreement" means this service agreement executed between IBA and JBL on the date mentioned above and any annexure attached hereto;

"Data" means any data or information which relates to an individual (including but not limited to IBA's staff and its students) and which is held by or is under the control of IBA and, to the extent the Data Protection Laws apply to data or information which relates to a corporate entity.;

"Services" means the services to be provided by the JBL to IBA under this Agreement as set out in detail under Annexure - A of this Agreement; and

"Payments Schedule" means the aggregate charges for the Maintenance Services calculated in accordance and set out in Annexure - D;

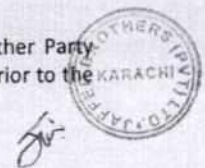
"Escalation Matrix" means level wise escalation for the rectification of problem along with proper contact details by the JBL. Changes are detailed in Annexure - C;

2. TERM AND TERMINATION

- a) This Agreement shall take effect from the date of execution of this Agreement and shall remain in full force till \_\_\_ day of , 2016 unless terminated earlier by either Party as per clause 2 (b).
- b) This Agreement may be terminated by either Party by giving Thirty (30) Working Days prior written notice to the other Party. However, IBA may forthwith terminate this Agreement with / without assigning any reason(s) or / and upon breach by the JBL for failure to provide the Services without prejudice to any of its rights under this Agreement or any applicable laws.
- c) In the event of any material breach by either Party of its obligations hereunder, the breaching Party shall have thirty (30) Working Days from receipt of notice from the non-breaching Party to rectify the breach after which time the Agreement shall stand terminated.
- d) Upon termination, neither Party shall have any rights nor obligations to the other Party except as stated in this Agreement. However, all rights and obligations accruing prior to the date of termination shall continue to subsist.

3. SERVICES/OBLIGATIONS OF THE JBL

The JBL shall provide the Services as set out under Annexure - A attached hereto.





4. **PAYMENT TERMS**

- a) In consideration of the covenants and agreements to be kept and performed by the JBL and for the faithful performance of this Agreement, IBA shall pay and the JBL shall receive and accept (as full and final compensation for the Services furnished by the JBL under this Agreement) the payments as per Annexure – D attached hereto.
- b) Notwithstanding anything contained herein, all or any payment(s) to be made by IBA to the JBL shall be made after deducting any or all applicable taxes and levies which IBA under the law is liable/entitled to deduct from any such payments.
- c) The payments to be made to the JBL in terms of this Clause 4 shall constitute the JBL's only remuneration in connection with this Agreement and neither the JBL nor its personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to this Agreement or to the discharge of the Services hereunder.

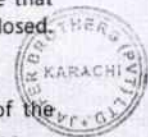
5. **FUTURE DEVELOPMENTS AND UPGRADES**

- a) The JBL shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- b) Any additional requirements requested by IBA will be subject to mutually agreed additional charges based on the complexity of the requirements and/or changes.
- c) From expiry of the service tenure of this agreement, a new support contract will be signed after mutual consent of IBA and the JBL. Amount of the contract will be charged as per the below table, if IBA agree with the performance.

	Amount	SST	Amount with SST
SLA Price for Second Year	4,500,000	675,000	5,175,000
SLA Price for Third Year	4,500,000	675,000	5,175,000

6. **CONFIDENTIALITY**

- a) All information concerning IBA which is provided to the JBL and vice versa in connection with this Agreement ("Confidential Information"), will be kept confidential by either Party, its affiliates, agents, advisors, directors, officers, or employees and, without the prior written consent of the other, each shall not:
  - (i) distribute or disclose any of the Confidential Information in any manner;
  - (ii) permit any third party access to the Confidential Information; and
  - (iii) Use the Confidential Information for any purpose other than as agreed in writing by the Party providing the information.
- b) In the event that the receiving Party received a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a government body, the receiving third party agrees to promptly notify the sending Party of the existence, terms and circumstances surrounding such a report so that the sending Party may seek an appropriate injunctive relief to safeguard the Confidential Information. If the receiving Party is compelled to disclose any of the Confidential Information, it will disclose only that portion thereof which it is compelled to disclose and shall use its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed. Confidential Information shall not include any information which:
  - (i) has become generally available to the public through no fault or action of the receiving Party; or





- (ii) is in the possession of the receiving Party prior to the date hereof, provided that such information is not known by the receiving Party to be subject to another confidentiality agreement and further provided that such information was obtained independently and without the assistance of the sending Party; or
  - (iii) Is or becomes available to the receiving Party on a non-confidential basis from any third party, the disclosure of which to the receiving Party does not violate any contractual, legal or fiduciary obligation such third party has to the sending Party.
- c) Without limiting the generality of the foregoing, neither Party will publicly disclose the terms of this Agreement without the prior written consent of the other. Furthermore, neither of the Parties will make any use of Confidential Information of the other Party except as contemplated by this Agreement; acquire any right in or assert any lien against the disclosing Party's Confidential Information except as contemplated by this Agreement; or refuse to promptly return, provide a copy of or destroy such Confidential Information upon the request of the disclosing Party, save for when destruction of such information would result in an impediment in the receiving Party's performance of this Agreement. In such an event, the receiving Party shall inform the disclosing Party in writing of its inability to do so, state clearly the reasons thereof and the time period in which the request will be complied with. The obligations of confidentiality herein shall remain in full force and effect during the life of this Agreement and two (2) consecutive years after termination thereof.

#### 7. LIMITATION OF LIABILITY AND INDEMNIFICATION

- a) In the event of any breach by the JBL of its obligations, warranties and/or responsibilities under this Agreement, the JBL shall hold IBA, its subsidiaries, affiliates, officers, directors, employees and representatives harmless and indemnified from and against any and all losses (including without limitation any personal injury or death of any person), damages, claims, costs, liability, payments and obligations and all expenses (including without limitation reasonable legal fees) incurred, suffered, sustained or required to be paid, directly by or sought to be imposed upon IBA or its subsidiaries, affiliates, officers, directors, employees and representatives.
- b) The JBL shall maintain the highest professional code of conduct in its dealings. The JBL, its partners, employees, contractual staff etc shall be responsible for any loss, delay or inconvenience caused to IBA by an act, omission or negligence with respect to the Services and disclosure of Confidential Information or breach of any of the terms of this Agreement. This is without prejudice to any other rights available to IBA under this Agreement or any other applicable laws.

#### 8. FORCE MAJEURE

- a) Parties shall not be liable for any non-performance of any obligation under this Agreement caused by any cause which is beyond the affected Party's reasonable control, including Acts of God, insurrection of civil disorder, war or military operations, national or local emergency, acts or omissions of the local or national government (excluding any actions taken on account of breach of any legal obligation by the affected Party), or other competent authority, industrial disputes which are widespread, fire, lightning, explosion, flood, subsidence, electric shock and inclement weather ("Force Majeure").
- b) Upon the happening of a Force Majeure event which continues for more than fourteen (14) Working Days, IBA may elect to terminate this Agreement with immediate effect or suspend the performance of this Agreement in whole or in part for the duration of the Force Majeure event. In the event of termination, the Parties shall settle all outstanding amounts owing to the other immediately prior to the occurrence of such Force Majeure event.
- d) In the event that the Services or any part thereof is suspended on account of any Force Majeure event, no fees shall be payable pursuant to this Agreement for the Services or any part thereof throughout the duration of such event but IBA shall continue to pay in accordance with Clause 4 for all outstanding amounts and all other charges billed for the Services preceding the effective date of suspension



**9. ARBITRATION / DISPUTE RESOLUTION**

- a) The Parties shall endeavor to settle all disputes arising out of this Agreement amicably, failing which such disputes shall be settled in accordance with Arbitration Act, 1940 and the rules made there under.
- b) Any dispute arising under or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be submitted to two joint arbitrators, one to be appointed by each of the Party, and failing agreement between the arbitrators, to the decision of the umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the umpire, as the case may be, shall be final and binding on the Parties. The venue of the arbitration shall be Karachi and the arbitration proceedings shall be conducted in English Language.

**10. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Pakistan. The courts of competent jurisdiction in Karachi, Pakistan are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

**11. SEVERABILITY**


If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.

**12. NOTICES**

- a) Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing.
- b) Any such notice or other communication shall be addressed and shall be deemed to have been duly given or made as follows:
  - (i) If sent by personal delivery or fax, upon receipt at the address or fax number of the relevant part;
  - (ii) If sent by first class post or courier, upon delivery to the addressee.
- c) The relevant addressee and address of each Party for the purpose of this Agreement are:

Jaffer Brothers (Pvt.) Limited.	Address Citi Tower, 33 - A, Block - 6, P.E.C.H.S, Shahrah-e-Faisal, Karachi - 75400, Pakistan. UAN: 111-527-527 Tel no: (92-21) 34373683 (15-Lines) Fax: (92-21) 34373083 E-mail: <a href="mailto:jbl@jaffer.com">jbl@jaffer.com</a>
---------------------------------	---

Institute of Business  
Administration, Karachi

Address IBA Karachi Main Campus Karachi University, City Campus, Karachi. Email:..... Telephone: (9221) ..... Fax: (9221) .....	
---	---



- d) Either Party may notify the other Party to this Agreement of a change to its name relevant addressee or address provided that such notification shall only be effective on:
- (i) The date specified in the notifications i.e. the date on which the change is to take place; or
  - (ii) if no date is specified or the date specified is less than five (5) Working Days after the date on which notice is given, the date falling five (5) Working Days after notice of any such changes has been given.

### 13. AMENDMENTS

Any term of this Agreement may be amended or waived with the prior written consent of both Parties.

### 14. JBL UNDERTAKINGS

The JBL agrees and undertakes:

- i). It shall supervise and direct the performance of Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with this Agreement. The JBL shall be solely responsible for the means, methods, techniques, sequences and procedures used and to see that the Services, when completed or finished complies accurately with the terms of this Agreement;
- ii). It shall exercise all reasonable skill, care and diligence in the discharge of the Services agreed to be performed by it under this Agreement. If in the performance of the Services, the JBL has a discretion exercisable as between IBA and any third party concerned, the JBL shall exercise its discretion fairly;
- iii). It shall in all professional matters act as a faithful adviser to IBA;
- iv). In addition to the Services, the JBL will provide all the expert technical advice and skills which are normally required for the class of Services for which it is engaged. Where specialist technical advice or assistance is required, beyond that is anticipated under the scope of the Services, the JBL may with the prior written agreement of IBA, will arrange for provision of such services at its own cost. However, the JBL shall retain full responsibility for all the Services which it is committed to render under this Agreement;
- v). It shall give all notices and comply with all the laws and regulations applicable to furnishing and performance of the Services. IBA shall not be responsible for monitoring the JBL's compliance with any laws or regulations;
- vi). equipment and materials, if any, that shall be furnished to the JBL by IBA or purchased by the JBL with funds wholly supplied or reimbursed by IBA shall be the property of IBA and shall be so marked. Upon completion or termination of the Services, the JBL shall furnish to IBA inventories of the equipment and materials referred to above as it then remains and dispose of same as directed by IBA;
- vii). that the Services will be carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable skill and care;
- viii). It will employ such number of persons as may be required for carrying out and discharging obligations, duties and responsibilities and for providing adequate, effective and efficient Services. All such persons shall be directly employed by the JBL, who shall as employer be directly and solely responsible for all such employees and personnel and for the payment of their wages, salaries and other benefits;



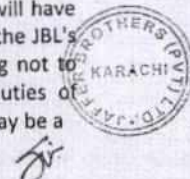
- ix). It shall not publish descriptive articles, with or without illustrations, with respect to the Services either on its own account or in conjunction with any other party; and
- x). The JBL, its employees and sub-contractors (if any) shall respect the laws and customs of Pakistan.

**15. WARRANTIES AND REPRESENTATIONS**

- a) Both Parties warrant to each other that they have duly obtained all necessary consents and regulatory approvals from their respective competent authorities to enter into this Agreement.
- b) Each Party represents and warrants to the other Party that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will violate or conflict with: (a) its constitutional documentation; (b) any material provision of any agreement or any other material restriction of any kind to which it is a Party or by which it is bound; (c) any material statute, law, decree, regulation or order of any governmental authority; or any arrangement whereby it has not paid any collateral amounts to the other Party of any of its officer with regard to the award of contract hereunder or its performance.

**16. DATA PROTECTION**

- a) In addition to and notwithstanding any other right or obligation arising under this Agreement the JBL shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure that any / all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuse, and that only the JBL personnel designated for the purpose of Services have access to the Data.
- b) The JBL shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
  - i) comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA's or customers of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for the purpose of this Agreement; and
  - ii) use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with use of such Data, and not retain the Data for any longer than is necessary for these purposes; and
  - iii) not disclose the Data without the written authority of IBA (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to the JBL within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
  - iv) observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
  - v) take all reasonable steps to ensure the reliability of the personnel which will have access to any Data and ensure that any employee of the JBL (or of any of the JBL's sub-contractors) requiring access to any Data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a





criminal offence and may also lead the JBL (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and

- vi) consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is in accordance with this Agreement and to make the changes suggested (at the JBL's cost) unless the JBL can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause; and
  - vii) Immediately notify IBA when it becomes aware of a breach of this Clause.
- c) The JBL acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom the JBL is authorized to publish or disclose the fact or document) may be a criminal offence.

#### 17. INTELLECTUAL PROPERTY

- a) The JBL agrees it shall not use any of IBA's names, logos, trademarks etc. without the express written consent of IBA. All rights in any software/database prepared by the JBL under this Agreement will vest in IBA.
- b) Notwithstanding any provision in this Agreement, the JBL shall indemnify IBA and keep IBA fully and effectively indemnified on demand (and shall pay such sums to IBA as would indemnify and keep IBA indemnified) against any and all loss, damage, claims, demands, actions, costs (including legal/attorney fees), charges, expenses and liabilities of whatsoever nature incurred by IBA arising directly or indirectly out of or in connection with materials (including hardware, software, developments and deliverables) provided by the JBL to IBA pursuant to this Agreement containing material in respect of which any intellectual property rights or proprietary rights belong to any third party or any claim that the possession or use by IBA of the software, the software documentation and any other specification, information, goods, service or material produced or supplied by the JBL under or pursuant to this Agreement infringes at any time the intellectual property rights of any third party whosoever and howsoever arising ("Intellectual Property Infringement").
- c) IBA shall in its discretion give the JBL conduct of the defense to any claim or action in respect of any Intellectual Property Infringement and shall not (unless IBA takes back the conduct of the defense, which it shall be permitted to do if it does not believe the JBL is conducting the same competently) at any time admit liability or otherwise attempt to settle the said claim or action subject to the JBL providing to IBA's reasonable satisfaction security for any costs or liabilities IBA may incur by reason of the JBL's conduct of such defense.
- d) In the event of any Intellectual Property Infringement the JBL shall at IBA's option procure for IBA the right to continue its use of such infringing items free of charge on the terms of this Agreement or forthwith make without charge to IBA such alterations, modification or adjustments to such infringing items (without reducing or adversely affecting the functionality or performance thereof) as shall be necessary and acceptable to IBA to make them non-infringing.

#### 18. COMPLIANCE WITH LAWS

The JBL shall comply with all applicable laws, ordinances, regulations, and codes concerning the JBL's obligations as an employer with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections during the performance of this Agreement.

#### 19. RIGHTS TO AUDIT AND INSPECTION

The JBL agrees, upon reasonable notice, to allow IBA, its auditors and/or regulators to inspect, examine and audit any operational and business records of the JBL which are directly relevant to the Services as set forth in this Agreement.





**20. UNAUTHORIZED SOLICITATION OF EMPLOYEES**

During the term of this Agreement neither Party shall without the prior written consent of the other Party solicit any person who at the commencement of this Agreement is a full time employee of such Party or engaged by the third party contractor providing services to such Party.

**21. NON-AGENCY**

In the conduct and performance of this Agreement, the Parties shall always be regarded as independent entities and not as partners, agents or employees of the other Party.

**22. ASSIGNMENT AND SUB-LETTING**

- a) This Agreement is personal in nature, and cannot be assigned by the JBL without prior written permission of IBA. IBA however, shall have the right to assign this Agreement to any third party without the consent of the JBL.
- b) JBL reserve the right to assign the rights and obligations arising from this bid or under this contract to any group company of Jaffer Brothers (Pvt.) Limited.

**23. TIME OF ESSENCE**

The JBL understands that time is of essence of this Agreement and it shall take all necessary steps to commence (and cause and ensure continuance of) the provision of the Services to IBA, immediately commencing from the date of signing of this Agreement.

**24. WAIVER**

No waiver by either Party of any default by the other in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of the Party and no such waiver shall operate or be construed as a waiver of any other or further whether of alike or of a different character.

**25. COUNTERPARTS**

This Agreement may be executed in two (2) counterparts and a copy to be held by each Party. This has the same effect as if the signatures or the counterparts were on a single copy of this Agreement.

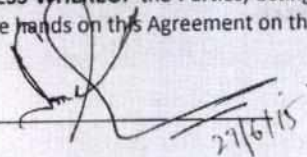
**26. ENTIRE AGREEMENT**

These terms and conditions constitute the entire agreement between the Parties and supersede all prior communications, proposals, understandings and agreements, written or oral between the Parties with respect to the subject matter of this Agreement.





IN WITNESS WHEREOF the Parties, acting through their authorized representatives, have put their respective hands on this Agreement on the day month and year hereinabove mentioned.


  
27/6/15

For and on behalf of IBA Karachi

Name: Imran Batool

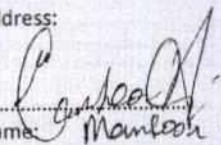
Title: Head of IBA -

WITNESSES

1   
Name: Syed M. Wajeeh Zaid:

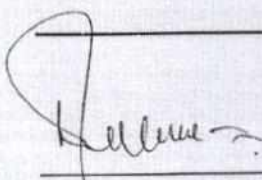
CNIC No.: 42901-1999900-9

Address:

2   
Name: Mansoor Ali:

CNIC No.: 42101-3249631-1

Address:



For and on behalf of M/s Jaffer Brothers (Pvt.) Limited

Name: WASID ALI KHAN


Title: DGM (Services)

WITNESSES

1   
Name: TAHIR KASHIF

CNIC No.: 42101-1018552-1

Address: C-139, B1-D, North Nazimabad, Karachi.

2   
Name: ASIF AHMAD

CNIC No.: 42101-1599163-1

Address: Flat A13, E-14, Iqbal  
Estate Center 13DB.



## ANNEXURE – A

### Scope of Services

JBL will be responsible for the smooth functioning of already installed UPS Equipment's as per BOQ at Annexure B.

JBL must ensure that the equipment is fully operational and perform properly. The scope of the project is to provide warranties of all UPS equipment and components of UPS (without batteries) requested in BOQ at Annex-B.

Following requirements define the scope of work of this agreement.

- JBL will provide corrective maintenance, Preventive maintenance, provisioning of extended warranties for UPS including all card DC circuit breaker and Communication cards (SNMP) etc.
- JBL shall be responsible for parts replacement and installation, of all or any parts of the Equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning, physical damage or theft.
- JBL would also be responsible for the replacement of batteries (Batteries to be provided by IBA).
- JBL would respond to events on urgent basis as per SLA mention in this SBD.
- In terms of BIOS / firmware support, Technology Partner will be monitoring the updates and will be responsible to inform Client if any available. Client will have the option to get the updates or continue working on the existing version.
- JBL will be providing a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls. Kindly refer to the Call Logging Procedure in Schedule H which provides detailed description of how to log a call and its working.
- JBL is responsible to provide Backup unit (with same or higher rating) in case of delay in part replacement.

### **RESPONSIBILITIES OF THE PARTIES**

***JBL Technologies shall be responsible for the following:***

- Participating in IBA meetings if necessary.
- RM meetings / Conference calls for quarterly progress.

***IBA SHALL be responsible for the following:***

- Daily operations of all sites.
- Designating a person to whom all JBL Technologies communications may be addressed and who has the authority to act on all aspects of the services.
- Providing adequate access to JBL engineer to access the installed sites.
- Site environment monitoring will be the responsibility of IBA.





Annexure 'B'

Equipment Description	Qty	Serial No.	Maintenance Charges, Total (PKR)	Service Tax PKR	Total PKR
Liebert Uninterruptible Power Supply (UPS) model: NXA 200kVA	1	21012006032103000000	PKR 450,000.00	PKR 67,500.00	PKR 517,500.00
Liebert Uninterruptible Power Supply (UPS) model: NXA 120kVA	1	21012006012104000000	PKR 350,831.25	PKR 52,624.69	PKR 403,455.94
Liebert Uninterruptible Power Supply (UPS) model: NXA 100kVA	1	21012006082103000000	PKR 350,831.25	PKR 52,624.69	PKR 403,455.94
	1	21012006082104000000	PKR 350,831.25	PKR 52,624.69	PKR 403,455.94
	1	21012006082104000000	PKR 350,831.25	PKR 52,624.69	PKR 403,455.94
Liebert Uninterruptible Power Supply (UPS) model: NXA 60kVA	1	21012006062103000000	PKR 258,750.00	PKR 38,812.50	PKR 297,562.50
	1	21012006062103000000	PKR 258,750.00	PKR 38,812.50	PKR 297,562.50
Liebert Uninterruptible Power Supply (UPS) model: NXA 40kVA	1	21012006052104000000	PKR 193,500.00	PKR 29,025.00	PKR 222,525.00
	1	21012006052104000000	PKR 193,500.00	PKR 29,025.00	PKR 222,525.00
Liebert Uninterruptible Power Supply (UPS) model: NXA 30kVA	1	21012006042103000000	PKR 193,500.00	PKR 29,025.00	PKR 222,525.00
	1	21012006042104000000	PKR 193,500.00	PKR 29,025.00	PKR 222,525.00
	1	2101206042104050000	PKR 193,500.00	PKR 29,025.00	PKR 222,525.00
Liebert Uninterruptible Power Supply (UPS) model: NXR 60kVA	1	21012005382131000000	PKR 258,750.00	PKR 38,812.50	PKR 297,562.50
Liebert Uninterruptible Power Supply (UPS) model: NXR 40kVA	1	21012005672131000000	PKR 193,500.00	PKR 29,025.00	PKR 222,525.00
	1	21012005672131000000	PKR 193,500.00	PKR 29,025.00	PKR 222,525.00
Liebert Uninterruptible Power Supply (UPS) model: NXR 30kVA	1	21012005762131000000	PKR 193,500.00	PKR 29,025.00	PKR 222,525.00
	1	21012005762131000000	PKR 193,500.00	PKR 29,025.00	PKR 222,525.00
Libert ITA16KVA	1	210120075811C020012	PKR 70,875.00	PKR 10,631.25	PKR 81,506.25
Libert ITA10KVA	1	2101200679218010000	PKR 58,050.00	PKR 8,707.50	PKR 66,757.50
Total Annual Maintenance Charges Yr 1			PKR 4,500,000.00	PKR 675,000.00	PKR 5,175,000.00
Total Annual Maintenance Charges Yr 2			PKR 4,500,000.00	PKR 675,000.00	PKR 5,175,000.00
Total Annual Maintenance Charges Yr 3			PKR 4,500,000.00	PKR 675,000.00	PKR 5,175,000.00

*J.K.*





**Note.**

1. Health Check will be conducted prior taking equipment under agreement, all faulty identified will be on customer.
2. All R & R will be done either by identical parts/units or equivalent capacity.

**Services provided:**

**Maintenance Plan:** Comprehensive Maintenance  
**Support Coverage:** 24 x 7 x 365

**Frequency of Service for PM:** Quarterly perform during ENP normal business working hours Monday-Saturday; 9am - 6pm

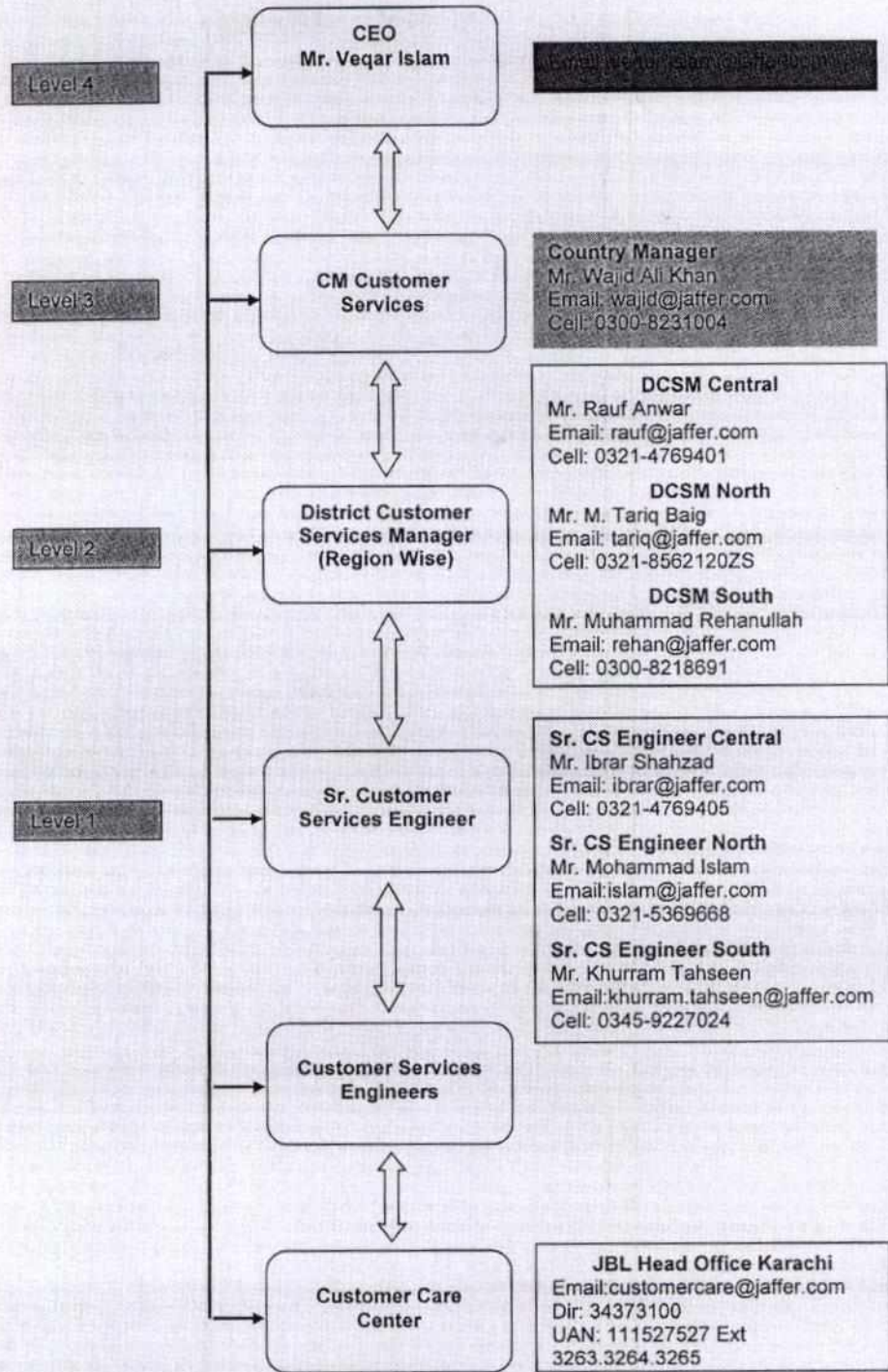
**Breakdown Service** Inclusive and non-chargeable for free labor  
**Parts & Materials:** Inclusive and Non Chargeable to Customer  
**Battery System** Exclusive and Chargeable to Customer

*Jr*



Annexure 'C'

Customer Call Escalation Process Flow Chart of S&APCS:





**Scope:**

The scope of this procedure covers the activities of Customer Care Center involving in customer call escalation process for services provided by the S&AP customer services department under SLA or Warranty status

**Definition:**

The Customer call is any query, problem in hardware / software services provided by S&AP customer services department reported at customer care center or directly to engineers on their cell phone for UPS.

**Customer Call Escalation Process:**

1. Call escalation process will be submitted to customers with SLA or Sales proposal.
2. All customer calls will be logged as per call logging process.
3. The call will be escalated to Senior Customer Service Engineer, DCSM, CMCS, and CEO, from customer care center as per process or customer can directly make contact if required.
4. Customer Relation Executive (CRE) will follow up on every level with all concerned till call closed.

**Distribution**

District Customer Services Manager  
Country Manager Customer Services



**Hours of Coverage**

JBL will provide maintenance and support for 24x7 Basis.

**Response Time**

Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	30 minutes
Severity Level 2 (S2)	1 hour
Severity Level 3 (S3)	2 hours

**Severity Levels**

JBL and concerned IBA personnel will determine and assign the severity of reported issue / case in accordance with the following definitions:

**SEVERITY LEVEL 1 (s1)**

A Problem that criticality impacts customer's ability to do business. A significant number of users of the system and/or network are currently unable to perform their tasks as necessary. The system down or severely degraded. A system or major application is totally down. Examples: Network out of service, hardware or software breaks down etc.

**SEVERITY LEVEL 2 (S2)**

A Problem that impacts customer's ability to do business, the severity of which is significant and may be repetitive in nature. A function of the system, network or product is impacted which impedes the customer from meeting daily production deliverables. Examples: a peripheral (tape drive), Server Hard disk is down but business can be conducted etc.

**SEVERITY LEVEL 3 (S3)**

A minor problem is one that negligibly impacts customer's ability to do business. These calls also include questions and/or general consultation. Examples: Queries etc.





**ANNEXURE – D**

**PAYMENTS SCHEDULE**

**Payment Details**

AMC Payment Details of Service / Support agreement for UPS installed in IBA. The AMC period is starting from \_\_\_\_ day of \_\_\_\_, 2015 to \_\_\_\_ day of \_\_\_\_, 2016

The payment of this contract shall be paid in four installments as follow:

Payment would be made on Quarter Bases i.e. at the completion of each quarter.

- 25% of the agreement payment at the end of 1<sup>st</sup> quarter tenure of service contract
- 25% of the agreement payment at the end of 2<sup>nd</sup> quarter tenure of service contract
- 25% of the agreement payment at the end of 3<sup>rd</sup> quarter tenure of service contract
- 25% of the agreement payment at the end of 4<sup>th</sup> quarter tenure of service contract

**Price & Payment Structure**

Invoice tenure	Amount
25% at the end of 1 <sup>st</sup> Quarter	1,293,750
25% at the end of 2 <sup>nd</sup> Quarter	1,293,750
25% at the end of 3 <sup>rd</sup> Quarter	1,293,750
25% at the end of 4 <sup>th</sup> Quarter	1,293,750
<b>Total Annual Charges</b>	<b>5,175,000</b>

(Including SST)

Payments will be processed only upon receiving of invoice for the same from the JBL. JBL will ensure that deductions (if any) are included in the invoice. Tax charges are included in the above mentioned amount and will be deducted accordingly.

The IBA will make payment within thirty (30) working days from the date of receipt of the invoice.

The service charges as mentioned herein are fixed and shall not be revised during the period of this Agreement.





Ref # JBS/04/01062015/TK

Jun 1<sup>st</sup>, 2015

Head of ICT  
Institute of Business Administration Karachi,  
Institute of Business Administration, IBA Main Campus,  
University Road, Karachi.

Subject: Validity Extension of Proposal of Emerson UPS SLA For 3 Years  
(Tender #IT/77/2014-15)

Respected Sir,

With reference to your tender # #IT/77/2014-15 dated Feb 17<sup>th</sup>, 2015 regarding subject proposal of UPS SLA for three years. Submitted on Mar 7<sup>th</sup>, 2015 with validity of 90 days.

We Jaffer Brothers (Pvt) Limited (JBL) is pleased to extend the validity of proposal to 90 more days from Jun 1<sup>st</sup>, 2015

We feel confident that we have the required credentials as well as the experience of undertaking this critical and sensitive project of national importance and look forward to working together with Institute of Business Administration in making this project an unprecedented success for IBA and for our nation.

Yours sincerely,  
for JAFFER BROTHERS (PVT) LIMITED

Tahir Kashif  
Business Development Manager  
Jaffer Brothers (Pvt) Ltd



**Jaffer Brothers (Private) Limited**

Citi Tower, 33-A, Block-6, P.E.C.H.S, Shahrah-e-Faisal, Karachi-75400 (Pakistan).

UAN: 111-527-527 Tel: (92-21) 34373111 (15 lines) Fax: 34373083 E-mail: jbs@jaffer.com, URL: www.jaffer.com



## Bid Evaluation Report

1. Name of Procuring Agency: Institute Of Business Administration, Karachi

2. Tender Reference No: IT/77/2014-15

3. Tender Description/Name of work/item: SLA of UPS,

4. Method of Procurement: Single Stage Two Envelop

5. Tender Published: SPPRA 17-Feb-2015 SPPRA-S.No: 22837/2015

6. Total Bid documents sold; (Available on website)

7. Total Bids Received: 01

8. Technical Bid Opening date: (if applicable) 07-03-2015

9. No. of Bid technically qualified (if applicable): 01

10. Bid(s) Rejected: 0

11. Financial Bid Opening date: 16-03-2015

### 12. Bid Evaluation Report:

<i>S No</i>	<i>Name of Firm or Bidder</i>	<i>Cost offered by the Bidder Unit Price</i>	<i>Ranking in terms of cost</i>	<i>Comparison with Estimated cost</i>	<i>Reasons for acceptance/rejection</i>	<i>Remarks</i>
0	1	2	3	4	5	6
1	Jaffer Brothers	PKR. 22,465,250/-	1 <sup>st</sup>	Open Market	Full Fill Evaluation Criteria	Recommended to award the contract

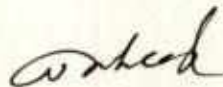
**Recommendations:** - The offered amount of Rs. 22,465,250/-(with applicable taxes) by M/s. Jaffer Brothers Pvt Ltd has been recommended by the Procurement Committee to award the work on the basis of their technical qualifying and lowest offered price bid.



IBA (Internal Member)

Mr. Syed Jehanzeb

Assistant Manager



IBA (Internal Member)

Dr. Nasir Touheed

Professor



IBA (External Member)

Mr. Haris Quershi

HEJ Karachi University

Technical evaluation Criteria

IT/17/2004-05  
 System Agreement for UPS

S. No.	Attributes	Max. Score	Criteria	Reference Page#
<b>Part A) Mandatory</b>				
1	Form with Income Tax Certificate / GST Certificate required		Provided	
2	Affidavit that the firm has not been debarred for previous Govt. Served Govt. and Autonomous Body		Provided	
3	At least Five years of relevant experience in Repair and maintenance of UPS, Same services (Documentary Proof required)		Provided	
4	The bidder should be an UPS Business, as listed for a period of last five years in Pakistan in relevant business. (Documentary Proof required)		Provided	
5	The bidder must be OEM or authorized system integrator for sale, support and services of the OEM who issues the relevant order (Digital Goods and Services of the products being quoted in the bid). The bidder partner must attach Authorization Certificates for all the quoted products from respective OEMs. (Documentary Proof required)		Provided	
6	Location of Office (Karachi, Lahore and Rawalpindi). (Documentary Proof required)		Provided	
7	Site must be accompanied by Manufacturer's authorization letter from product. (Sample provided Annexure 02)		Provided	
8	Company's Bank SOG should be submitted (as part of Financial Bid)		Provided	
9	Service Operation Plan (Time Lines, Resources, dedicated staff, Shared staff) etc. (Should be submitted as part of technical Bid)		Provided	
10	Minimum 5 million annual Financial Turnover for last two year in similar projects		Provided	
11	Other Sub-points with respect to scores			
12	Other Sub-points with respect to scores			
13	Other sub-points determined by comparison with other bidders with mention in RFP			
S. No.	Attributes	Max.	Criteria	Reference Page# (Documentary Proof)
<b>Part B) General Evaluation - Corporate Profile</b>				
<b>Corporate Profile</b>				
1	Location of Office (Documentary proof and reference required)	5	Location of Office of Bidder in consideration Maximum Location of Office Country to suit candidate	5
2	Financial strength (last Two years) (Documentary proof and reference required)	10	Turnover of Bidder in consideration/ Maximum Turnover	10
3	Company in Operation 5% of years (Documentary proof and reference required)	10	No. of year of Bid in Consideration / Maximum Year 1 mark for each year	10
4	The bidder should have a back-end support agreement including spare parts, expertise requirements for maintenance support with the Original Equipment Manufacturer (OEM) of all the items mentioned in the SOG signed by both parties	10	Documentary proof required	10
<b>Relevant Technical Staff</b>				
5	The bidder should have the following: Qualified engineers who have expertise and certification to support the installations of UPS systems. (Documentary proof and reference required)	10	No. of Certified Resources of Bid in Consideration/ Highest No. of Certified Resources 1 mark for each resource	10
6	The Engineers in the support office should be provided with a cell and the support office should have telephone with local area facility	10	(Documentary proof and reference required)	5
7	The bidder should have authorized direct support office covering Karachi, the general cell centre or telephone support in Karachi support is accepted	10	(Documentary proof and reference required)	10
<b>Relevant projects</b>				
8	Form has completed Relevant Projects (Similar services with equivalent SLA in Pakistan. (Documentary proof and reference required)	10	No. of Projects of Bid in consideration/ Highest No. Projects 1 mark for each year	10
9	Form has Similar Projects in terms of Pakistan (Equivalent UPS SLA) (Documentary proof and reference required)	10	No. of Projects of Bid in consideration/ Highest No. Projects 1 mark for each year	10
10	Form has Similar Services Letters Agreement in hand in relevant countries or installation (Documentary proof and reference required)	5	No. of Projects of Bid in consideration/ Highest No. Projects 1 mark for each	5
<b>Subtotal</b>		<b>50</b>		<b>54</b>
S. No.	Attributes	Max. Score	Criteria	Reference Page#
<b>Part C) Operation and Maintenance</b>				
<b>Corporate Profile</b>				
11	Service Operations and Parts monthly availability (e.g. 99.9% etc.) (Explicit identification is needed in proposed service operation plan)	5	Contracted Availability Quoted in bid in consideration/ Highest Contracted Availability Quoted	5
12	Company SLA Management Plan/SLA include company (RMA, online reporting etc.) (Explicit identification is needed in proposed service operation plan)	5	SLA time for all fault severity levels from all sites in consideration/ Time for all fault severity levels of the bid in consideration	5
<b>Subtotal</b>		<b>10</b>		<b>10</b>
<b>Grand Total</b>		<b>122</b>		<b>74</b>

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*




NIT NO (Tender #): IT-77-14-15(CUPS-SLA)

SPPRA-ID: 22837/2015

**Method and procedure of procurement: National Competitive Bidding (Single Stage - Two Envelope)**

**MINUTES OF BID OPENING MEETING (FINANCIAL)**  
A meeting of the procurement committee of this department was held on 16-03-2015 for opening the financial bids received in respect of subject NIT till the deadlines of submission. The meeting was attended by all/ following members of the procurement committee and the representative of bidders.

The following bidders submitted their bids till the deadline of submission:

S#	Name of Company	Name Person	Contact #	Signature
1	<i>Jeffers Brothers Pvt Ltd</i>	<i>Tahir Koolji</i>	<i>0333-3753347</i>	

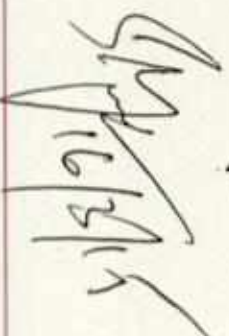
The bids were opened at 15:30 in the presence of the above mentioned participants and the rates quoted by bidders were read aloud and encircled by Chairman of the Procurement Committee. All the members of the procurement committee signed each and every page of financial proposal/ bids. The bids do not contain any over-writing or cutting. *(Also mention cuttings or over-writing if any).*

Following is the details of bids announced:

S. No.	Name of Bidder	Bid Offer Amount	EM	Pay Order Envelope
1	<i>Jeffers Business Systems</i>	<i>₹2465250/=</i>	<i>1255330/=</i>	<i>HMB-08551265</i>

The committee shall examine all the bids as per the Qualification/ eligibility criteria provided in the bidding documents, arithmetical checks and verify the documents and bid security submitted by the bidders.

The meeting ended with the note of thanks to and from the chair.

 *Tahir Koolji*

  
16 MAR 2015

# HABIB METROPOLITAN BANK LTD.

Main Branch Karachi  
Karachi

VALID FOR 3 MONTHS  
FROM THE DATE OF ISSUE  
HMB/PO : 08551265  
Date : 03-Mar-2013

Not Over PKR\*\*\*1,255,330.00\*\*\*  
*This payment order requires endorsement*

PAY INSTITUTE OF BUSINESS ADMINISTRATION KARACHI A/C JAFFER  
BROTHERS PVT LTD  
Rupees one million two hundred and fifty five thousand three hundred  
and thirty only

PKR\*\*\*1,255,330.00\*\*\*

OR ORDER

For Habib Metropolitan Bank Ltd.

  
ATTORNEY  
ATTORNEY

M NO: 8551265

⑈08551265⑈0610001⑈0000000000005592⑈020⑈000125533000⑈





Institute of  
Business Administration  
Karachi

*Leadership and Ideas for Tomorrow*

Dated: May 23, 2015

**TO WHOM IT MAY CONCERN**

It is to certify that as per the requirement of our tender query number IT/77/2014-15 for the Service Level of Agreement of UPS. One bidder was participated in the said tender. M/s.Jaffer Brothers participated in the Open Bidding tender & the prices are comparable with the market price.

Imran Batada  
Head of ICT  
IBA Karachi