



MOHAMMAD UMER STAMP VENDOR
Lic # 14, Shop # 114, New Ruby Centre,
Talpur Road, Boulton Market, K.

117097 Date: 22 APR 2015

Issued to with Address: Shahnawaz Engineering

Through with Address: Shahnawaz Engineering

Purpose: Attached

Value Rs: Attached

Stamp Vendor's Signature: (NOT USE FOR FREE WILL & DIVORCE PURPOSE)

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day. April 22, 2015

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 Shahnawaz Engineering (Pvt) Ltd, having its registered office at Shahnawaz Building, 19-West Wharf Road, Karachi hereinafter referred to as "THE SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its Company Secretary and Manager Finance Mansoor Ahmed, holding CNIC No. 42101-1639756-5, on the SECOND PART.

WHEREAS "IBA" intends to obtain Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at Four Buildings at IBA Main Campus vide Tender # Maint/03/14-15.

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





MOHAMMAD UMER STAMP VENDOR
Lic # 14, Shop # 114, New Ruby Centre,
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determination of scope of services on suitable scale with any/all other relevant details for presentation to "IBA" for services of Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at Four Buildings at IBA Main Campus. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I: DUTIES & SCOPE OF WORK & 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 Manager Operations & Maintenance, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed service(s)/work(s).
- 1.3 "THE SERVICE PROVIDER" is bound to provide items according to the terms & conditions vide Tender # Maint/03/14-15.
- 1.4 Economical and trouble free operation of complete HVAC and Electrical systems.
- 1.5 Frequent checking & periodic maintenance of the Allied valves & fittings of the Package and Split type AC.
- 1.6 Frequent checking & periodic maintenance of the insulation & condition of the ducting system associated with the AC unit.



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- 1.10 Frequent checking, Maintenance & calibration of the instruments related to plant operation.
- 1.11 Housekeeping & cleaning of the plant area to avoid inconvenience & for improved outlook of the facility.
- 1.12 Supply of parts and consumables required for equipment operation and maintenance after prior approval from IBA on prevailing rate with 15% service charges.
- 1.13 Maintain daily/weekly /monthly Log sheets of the approved format to record the performance of the plant & provide it to owner for record keeping.
- 1.14 Regular inspection for lighting facility and integrated system.
- 1.15 Cleaning of all electrical fixtures and DB on regular basis.

Article II SCOPE OF PROFESSIONAL SERVICES:

- 1.16 "THE SERVICE PROVIDER" hereby agrees and acknowledges for the periodic supervision of the services and to check the execution of services in accordance with the Description & Specification vide Tender # Maint/03/14-15.
- 1.17 "THE SERVICE PROVIDER" hereby agrees and acknowledges the acceptance of attending the meetings with the Manager Maintenance & Operations "IBA" as & when required.
- 1.18 In addition to those responsibilities described in the Agreement, Operator shall be responsible for the establishment and implementation of the following **programs**, standards and procedures.



MUHAMMAD OMAR SINDH VENDOR
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- 1.19 The program for establishing specific operating goals for each functional Project area, for managing resources to minimize personnel turnover, and for qualifying personnel, to operate and maintain the Project (including the basis for qualification of personnel).
- 1.20 The program for communicating and cooperating with Owner and governmental agencies.
- 1.21 The Project management standards for conduct of operations, Project safely, Project security conduct of maintenance, housekeeping, material condition, and records management.
- 1.22 The program for preparing supporting documentation, meter readings and information necessary to accurately prepare, justify and support monthly invoices in accordance with the terms and conditions of the Project Agreements:
- 1.23 Developing the procedures used to operate the Project as well as monitoring, evaluating, and proposing revisions to such procedures.
- 1.24 The Project operations and monitoring program which provides the requirements for:
 - a. Monitoring of Project Performance
 - b. Monthly Project Performance Calculations and Report
 - c. Project Permitting and Environmental Reporting
 - d. Shift Routines / Operating Practices
 - e. Control of Equipment
 - f. Project Chemistry Control and Water Treatment
 - g. Training Programs
 - h. Operator Qualifications
 - i. Operating Procedures



MOHAWAR, MOHAWAR, MOHAWAR

Talpur Road, Boultan Market, Kathmandu

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- 1.25 The maintenance program which provides the requirements for:
 - a. Maintenance Planning
 - b. Maintenance Procedures
 - c. Preventive Maintenance
 - d. Predictive Maintenance
 - e. Maintenance Training
- 1.26 The materials management program which provides the requirements for:
 - a. Procuring Materials and Tools prior to information and approval from IBA.
 - b. Inventory Levels and Control
 - c. Renewal of Inventories
- 1.27 The diagnostic testing program for maintaining the Project and Project equipment, including both system and component level testing.
- 1.28 The housekeeping / cleanliness program which provides the requirements for:
 - a. Hazardous Material Control
 - b. General Project Cleanliness
 - c. Equipment Condition Inspections
 - d. Hazardous Waste Program
- 1.29 The problem assessment program which provides the procedure for determining the cause(s) of operational or equipment failures and preventing future failures through recommended improvements, including justification for such recommendations (i.e., basis of recommendation and economic analysis).
- 1.30 The records management program for maintaining the traceability and documentation of Project performance.
- 1.31 The Project safety program which provides the requirements for establishing:



M. SHAHNAWAZ ENGINEERING (PVT) LTD.
 L/C # 14, Shop # 114, New Kody Centre,
 Talpur Road, Boulton Market, Karachi.
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- 1.33 The security program for maintaining the security of the Project and surrounding area.

Article III

Manpower Requirement Installed at Four Buildings at IBA Main Campus (Mandatory)

- 3.1 M/s Shahnawaz Engineering(Pvt)Ltd 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 HVAC, Electrical & Allied Systems Facilities installed at Four Buildings at IBA, Main Campus.

- 3.2 The detail of manpower will provided by the SERVICE PROVIDER is appended:

S. #	Trade / Service	Minimum Qualification	Recommended Staff (For 04 Building)
01	Site Incharge	DAE Elect or Mech+05 year Building Incharge Experience	01
02	Supervisor HVAC	DAE (HVACR)	01
03	Electric Supervisor	DAE (Electrical)	01
04	Chiller Operator	Matriculation/Chiller Experience	02
05	Chiller Plant Room Staff (Cooling Tower/ Pumps / Water	Matriculation/Chiller Experience	02

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MOHAMMAD OMER STAMP VENDOR
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06	Sound System/PA System	Matriculation / Experience	01
07	General Electricians	Matriculation / License	04
08	AC Technicians	Matriculation / Experience	04
09	Helpers	NR	04

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





MOHAMMAD UMER STAMP VENDOR
Lic # 14, Shop # 114, New Ruby Centre,
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Shanawaz Engg

Article IV REMUNERATION

4.1 Overall operation & maintenance of HVAC, electrical and allied system facilities installed at Aman CED building, Tabba building, Student Center & Multi purpose building at IBA Main Campus;

Item #	Description	Total Cost			
		No of Persons	Per Hour Cost	Total Monthly Cost	Total Annual Cost
1-	Overall Operation and Maintenance Cost Of				
	a) HVAC & Associated System	12	71	306,720/-	3,680,640/-
	b) Electrical & Associated System	06	50	108,000/-	1,296,000/-
	c) Allied System	02	33	23,760/-	285,120/-
	- Elevators				
	- PA System				
	- Fire Detection System				
	Note: Working Timing				
	The current prevailing office time is as follows:				
	1- 08.00 A.M to 08.00 P.M				
	(7 days in a week / 365 days in year)				
	Any extra hours shall be charged on same monthly rate.				
			1,218	438,480/-	5,261,760/-



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- 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), levies and charges will be charged as per applicable rates / denomination.
- 4.6 Stamp duty 0.3% for Services against total annual value of Work will be levied accordingly.
- 4.7 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 4.8 IBA reserve the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.
- 4.9 Material / Parts required for operation and maintenance shall be supplied by contractor "only" after prior approval from IBA Maintenance Department. Cost of material shall be charge of prevailing market rate with 15% service charges.

Article V: ARBITRATION

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



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Article VI: TERMINATION

Terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

Article VII: INDEMNITY

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

Article VII: NOTICE

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

Article IX: INTEGRITY PACT

- 9.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).



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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 Shahnawaz Engineering (Pvt)Ltd accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.

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

Article X: MISCELLANEOUS

10.1 Any addition & alteration(s) made in the contents as required which entail



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


"IBA"
NAME:

CNIC # _____

Address:

Institute of Business Administration.

Main Campus,
University Road Karachi


M/s Shahnawaz Engineering (Pvt) Ltd
NAME: Mansoor Ahmed

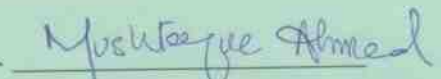
CNIC # 42101-1639756-5

Address:

Shahnawaz Engineering (pvt) Ltd.


19-West Wharf Dock Yard Road,
Karachi.

WITNESS:

1. 
(Manager Technical IBA)

CNIC # 42101-4124770-9

Address: IBA - Karachi
University Campus

2. 
SYED SHAHNAWAZ ZAHIDI

CNIC # 42201-4157464-5

Address: 19- WEST WHARF
DOCKYARD ROAD KARACHI