



NBP-0085-2309010002957048

GoS-KHI-70B27E3EB338C0F5

Non-Judicial

Rs 45,775/-

Description	: Contract - 15(a)
Principal	: Institute of Business Administration [27024407]
Contractor	: Shahnawaz Engineering Pvt Ltd [06765327]
Applicant	: Shoaib [42301-6771035-3]
Stamp Duty Paid by	: Shahnawaz Engineering Pvt Ltd [06765327]
Issue Date	: 01-Sep-2023, 09:48:50 AM
Paid Through Challan	: 2023CDCC96584599
Amount in Words	: Forty Five Thousand Seven Hundred and Seventy Five Rupees Only

Please Write Below This Line

AGREEMENT

**Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium
and Aman Tower vide Tender # Maint/01/23-24**

THIS AGREEMENT is executed at KARACHI, on this day September 1, 2023

BETWEEN

M/s Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Enclave, 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 office at 19 West Wharf Dockyard 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 Mr. Mansoor Ahmed, holding CNIC No. 42101-1639756-5 on the SECOND PART.



WHEREAS "IBA" intends to obtain 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

"IBA" hereby offers to appoint M/s Shahnawaz Engineering (Pvt) Ltd as their official Services Provider for the specific purpose of "Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium and Aman Tower" in respect of the same with "IBA" before the determination of scope of services on suitable scale with any/all other relevant details for presentation to "IBA" for services of Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium and Aman Tower. "THE CONTRACTOR" hereby agrees 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 including minor repair works & maintenance to "IBA" whenever and wherever required as per the terms & conditions of this Agreement. Minor Repair works includes, but not limited to, means install new compressor of the AC units only upto 4ton cooling capacity, relocating AC units of upto 4-ton with 10ft piping, replacement of motors, lighting lamps/tube, fans (ceiling-exhaust-false ceiling-bracket), switches, exhaust fans, replacement of the compressor of fridge and freezer, repairing of condensers of ACs and Chillers in the building. All other repair & installation works will be charged at actual subject to prior cost approval by IBA.
- 1.2 "THE CONTRACTOR" will coordinate their work with Sr. Manager Operations & Maintenance, of the "IBA" who will assist "THE CONTRACTOR" in supervision of proposed service(s)/work(s).
- 1.3 "THE CONTRACTOR" is bound to provide items, services, human resources according to the terms & conditions vide Tender # Maint/01/23-24.
- 1.4 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 a need basis liable to non-acceptance.

ARTICLE II SCOPE OF PROFESSIONAL SERVICES

Complete Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium and Aman Tower. Scope of services consists of but not limited to:

- a. Economical and trouble-free operation of complete HVAC and Electrical systems.
- b. Frequent checking & periodic maintenance of the Allied valves & fittings of Chillers, the Package and Split type AC.
- c. Frequent checking & periodic maintenance of the Ducting system associated with the AC Unit including the insulation of the duct.
- d. Operation and Maintenance of Absorption Chiller, Electric Chiller, Split ACs & Floor Standing ACs, Electrical Facilities, and PA System & Sound System.
- e. Frequent checking & maintenance of Exhaust Fans.
- f. Frequent checking & maintenance of all Electrical components and installations.
- g. Frequent checking, Maintenance & calibration of the instruments related to plant operation.



- h. Housekeeping & cleaning of the plant area to avoid inconvenience & for an improved outlook of the facility.
- i. 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.
- j. 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.
- k. Operation and monitoring of diesel generator and maintain of the daily log sheet. Diesel consumption report.
- l. Regular inspection for lighting facility and integrated system.
- m. Cleaning of all electrical fixtures, Electric Panels and DB on regular basis.
- n. 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.
- o. Frequent checking & periodic maintenance of the Allied valves & fittings of the All Chillers, Floor Standing ACs and Split type AC.
- p. Frequent checking & periodic maintenance of the Ducting system associated with the AC Unit including insulation of the duct.
- q. Operation and Maintenance of Absorption Chiller, Electric Chiller, Split ACs & Floor Standing ACs, Electrical Facilities, and PA System & Sound System.
- r. Frequent checking & maintenance of Exhaust Fans.
- s. Frequent checking & maintenance of all Electrical components and installations.
- t. Frequent checking, Maintenance & calibration of the instruments related to plant operation.
- u. 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 with 10ft piping, replacement of lighting lamps/tube, fans (ceiling-false ceiling-bracket-exhaust), 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.
- v. 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.
- w. Operation and monitoring of all diesel generators and maintaining daily log sheet. Diesel consumption report.
- x. Regular inspection of facility's lighting and other integrated system.
- y. Cleaning of all electrical fixtures and DB on regular basis.



- z. 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.
- aa. 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.
- bb. 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.
- cc. 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.
- dd. 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.
- ee. 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.
- ff. 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.
- gg. 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

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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	

hh. List of Equipment/ Installations

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)

3.10 PA System & Sound System (2)

3.11 Forced Draft Fans (11) at JS Audi Basement

3.12 All associated equipment with HVAC and Electrical System not mentioned in the list.

The required services as per SLA matrix given below:



Description	SLA Matrix for Prime Hours	
	Max. Response Time	Max. Rectification Time (MTTR)
Overall Operation & Maintenance of Electrical and Allied Facilities.	Immediate	2-Hours (excluding force majeure.) Also subject to the approval of IBA relevant authority and lead time for the part.

ARTICLE III MANPOWER REQUIREMENT

3.1 THE CONTRACTOR 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 Overall Operation & Maintenance and Supply of Spare Parts on need basis of Overall Operation & Maintenance of Electrical and Allied Facilities in JS Auditorium and Aman Tower .

3.2 The detail of manpower provided by "THE CONTRACTOR" is appended:

Staff deputed at IBA shall be interviewed and finalized by Sr. Manager O&M IBA prior to deputation at IBA. Job Trades may be inter-changed as per the need by IBA.

ARTICLE IV REMUNERATION

4.1 The charges will be based on the following.

Item #	Description	Total Cost Inclusive of all Taxes		
		Per hour Cost with all taxes Rs.	Total Monthly Cost with all taxes Rs.	Total Annual Cost with all taxes Rs.
1-	Absorption Chiller (2x200RT) 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) <u>Note: Working Timing</u> 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.	511.87	217,973.00	2,615,676.00
2-	Electric Chiller (200RT & 120RT) Overall Operation and Maintenance Cost of Electric Chillers and all associated/allied/auxiliary equipment/devices/assemblies as per	255.94	108,986.50	1,307,838.00



	<p>scope of work. (Including of All Taxes)</p> <p><u>Note: Working Timing</u></p> <p>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.</p>			
3	<p>Split ACs & Floor Standing ACs (1-ton to 4-ton)</p> <p>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)</p> <p><u>Note: Working Timing</u></p> <p>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.</p>	511.87	217,973.00	2,615,676.00
4-	<p>Electrical Facilities</p> <p>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)</p> <p><u>Note: Working Timing</u></p> <p>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.</p>	767.81	326,959.50	3,923,514.00
5-	<p>DG Sets (500kVA & 100kVA)</p> <p>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)</p> <p><u>Note: Working Timing</u></p> <p>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</p>	255.94	108,986.50	1,307,838.00



	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) <u>Note: Working Timing</u> 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.	255.94	108,986.50	1,307,838.00
Grand Total Amount per year Inclusive of SST		2559.37	1,089,865.00	13,078,380.00

4.2 In case of any fault or breakdown, "THE CONTRACTOR" shall attend and remove the fault as soon as possible after getting the information. The fault that requires replacement/repair of components needs to be rectified within 72 hours' subject to arrangement of parts. In case of any major fault which requires dismantling, repair, replacement, testing and recommissioning the vendor should inform the lead time for the restoration.

4.3 If the fault is not rectified without due justification within 72 hours or by the completion time mentioned in quotation in case of major break fault, a penalty of 2% of the total amount of repair or replacement job shall be imposed, subject to the maximum of 10% of the total amount of that repair or replacement job. Liquidated damages of 2% and up to a max 10% of the total amount of the particular job will be imposed for each of such job as mentioned above.

4.4 Payment will be made after submission of delivery challan, invoice, GST and SST invoice.

4.5 Performance Security 5% of total amount should be submitted in shape Pay Order before signing of Contract Agreement.

4.6 All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination.

4.7 Stamp duty 0.35% for Services against total annual value of Work will be levied accordingly.



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- 4.8 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 4.9 IBA reserves 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.
- 4.10 Material / Parts required for operation and maintenance shall be supplied by "THE CONTRACTOR" only after prior approval from Sr. Manager O&M IBA Maintenance Department by submitting quotation clearly indicating the unit price, total cost, SST and GST on company letter head. The 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.
- 4.11 The current prevailing office time 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. A proper attendance machine to monitor the daily attendance shall be installed by the vendor.
- 4.12 "THE CONTRACTOR" 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.
- 4.13 "THE CONTRACTOR" shall be responsible for the safety of all its activities including protection of the life & environment on and off the site. IBA is no smoking zone. IBA will not be responsible for any mishap.
- 4.14 Life Insurance / Security of worker will be the responsibility of The Contractor.
- 4.15 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 4.16 "THE CONTRACTOR" must provide character certificate of all workers.
- 4.17 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, commensurate with the staff level will be deducted w.e.f the day of resign, leaving the job without notice, removal from the job.

ARTICLE V
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	45,000.00
02	Supervisor HVAC	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 5 – 7 yrs Experience	40,000.00
03	Chiller Operator	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 2-3 yrs Experience	36,000.00
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	35,000.00



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05	Generator Operator	DAE/Generator Experience 2 – 3yrs	36,000.00
06	Transformer and Switch Gear	DAE Elect / Vocational Training Elect 2-3 yrs Experience	36,000.00
07	General Electricians	DAE Elect or GoS permit for wiremen /Vocational Training Elect 2-3 yrs Experience	36,000.00
08	AC Technicians	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 2-3 yrs Experience	36,000.00
09	Helpers	Matric or Intermediate / 1-year experience	35,000.00

ARTICLE VI **ARBITRATION**

6.1 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 VII **TERMINATION**

- 7.1 The Termination of this Agreement shall be without prejudice to any provisions which are to have effect after termination.
- 7.2 "IBA" shall have the write to terminate this agreement if there is any breach in part of The Contractor and the scope of services detailed through this agreement.
- 7.3 In case of early termination IBA shall provide THE CONTRACTOR a 15 days' written notice in advance.

ARTICLE VIII **INDEMNITY**

- 8.1 "THE CONTRACTOR" 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 CONTRACTOR", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE CONTRACTOR" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

ARTICLE IX **NOTICE**

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

ARTICLE X **SEVERABILITY**



- 10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

ARTICLE XI RENEWAL

- 11.1 This Agreement shall be renewed subject to satisfactory performance and with mutual consent upon completion of one year i.e. if the IBA, Karachi and "THE CONTRACTOR" agree so.

ARTICLE XII INTEGRITY PACT

- 12.1 The intention is 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).
- 12.2 Without limiting the generality of the forgoing, THE CONTRACTOR 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.
- 12.3 THE CONTRACTOR 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.
- 12.4 Notwithstanding any right and remedies exercised by the IBA in this regard, THE CONTRACTOR 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 CONTRACTOR as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

ARTICLE XIII FORCE MAJURE

- 13.1 "THE CONTRACTOR" shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of THE CONTRACTOR and which could not have been foreseen, prevented, or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

- 12/13
- 13.2 In case of the occurrence of any event as mentioned in clause 13.1, IBA shall reserve the discretion to terminate/suspend this Agreement within 30 days of such occurrence. Upon which THE CONTRACTOR shall be liable to compensate for their unperformed services, such compensation may be in terms of completion of the task.

ARTICLE XIV
MEDICAL FITNESS

- 14.1 "THE CONTRACTOR" 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.

ARTICLE XV
MINIMUM WAGES

- 15.1 In compliance with Sindh minimum wages notification, O&M staff required mentioned 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.

ARTICLE XVI
REGISTRATION WITH EOBI & SESSI

- 16.1 The staff personnel deputed at IBA Karachi by "THE CONTRACTOR" must be insured by EOBI and SESSI.

ARTICLE XVII
CALCULATION OF OVERTIME

- 17.1 Pre-approval from the relevant Supervisor is necessary before submission of any sort of Overtime. "THE CONTRACTOR" shall not charge commission on the overtime amount.

ARTICLE XVIII
MISCELLANEOUS

- 18.1 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.
- 18.2 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 The Contractor should make the availability of the same with due approval of Senior Manager Operations & Maintenance on approved price/rate/cost. Bill/Invoice should be adjusted in monthly bill/invoice.
- 18.3 The contractor and its personnel engaged within IBA premises are required to rigorously adhere to the rules and regulations set forth by IBA.
- 18.4 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 18.5 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.



18.6 A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party.

18.7 Time is of essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of the terms hereunder.

18.8 This agreement is effective from 1st September 2023 up to 31st August 2024

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: Dr. Muhammad Asad Ilyas
CNIC # 42301-4497722-9

Dr. Muhammad Asad Ilyas
Registrar
Formerly Chairman Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

Address:
Registrar, Institute of Business
Administration Main Campus
University Enclave, Karachi

M/s Shahnawaz Engineering (Pvt) Ltd
NAME: Mr. Mansoor Ahmed
CNIC # 4210116397565

Address:
19 West Wharf Dockyard Road
Karachi.

WITNESS:

1. Syed Fahad Jawed
CNIC # 42201-9125136-3
Address:
Head of Procurement
Institute of Business
Administration Main Campus
University Enclave, Karachi

Focal Person IBA
Rehan Hussain

2. Syed Shahnawaz Zahidi
M/s Shahnawaz Engineering (Pvt) Ltd
NAME: Syed Shahnawaz Zahidi
CNIC # 4220141574645
Address:
19 West Wharf Dockyard Road
Karachi.