



HAMID A SHAKAAR STAMP . VENDOR LICEOCA 7056 Seat No. 8 SHED A

VALUE RISK

ZAFAR ALAN Advocate hahnawaz Engg. (Pvt) Ltd.

AGREEMENT

Overall Operation & Maintenance and Supply of Spare Parts on need basis of HVAC, Electrical and Allied System Facilities Installed at Eight Buildings Adamjee, G&T, Library, Admin, Aman CED, Tabba, Student Center & NBP Building at Main Campus vide Tender # Maint/03/19-20

THIS AGREEMENT is executed at KARACHI, on this day June 1st, 2020

BETWEEN

M/s Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Road, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s Shahnawaz Engineering (Pvt) Ltd, having its registered office at Shahnawaz Building, 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 & Manager Finance Mr. Mansoor Ahmed, holding CNIC No. 42101-1639756-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain Overall Operation & Maintenance and Supply of Spare Parts on need basis of HVAC, Electrical and Allied System Facilities Installed at Eight Buildings Adamjee, G&T, Library, Admin, Aman CED, Tabba, Student Center & NBP Building at Main Campus vide Tender # Maint/03/19-20.

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

WITNESSETH

"IBA" hereby appoint M/s Shahnawaz Engineering (Pvt) Ltd as their official Services Provider for the specific purpose of "Overall Operation & Maintenance and Supply of Spare Parts on need basis of HVAC, Electrical and Allied System Facilities Installed at

eight buildings i.e., Adamjee, G&T, Library, Admin, Aman CED, Tabba, Student Center & NBP Building at Main Campus" with "IBA" for services of Overall Operation & Maintenance and Supply of Spare Parts on need basis of HVAC, Electrical and Allied System Facilities Installed at eight buildings. "THE SERVICE PROVIDER" hereby agree to the terms & conditions here in below forth.

Article I: DUTIES & SCOPE OF SERVICE & 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, but not limited to, means install new compressor of the AC units only upto 4ton cooling capacity with 10ft piping, replacement of lighting lamps/tube, fans, switches, exhaust fans, replacement of the compressor of fridge and freezer in the building and any other associated minor repair work of HVAC and Electrical. All other repair works will be charged at actual subject to prior cost approval by IBA.
- 1.2 "THE SERVICE PROVIDER" will coordinate their work with Sr. Manager Operations & Maintenance, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed service(s)/work(s).
- 1.3 "THE SERVICE PROVIDER" is bound to provide items according to the terms & conditions vide Tender # Maint/03/19-20.
- 1.4 Economical, trouble free and complete operation and maintenance and Supply of Spare parts on need basis of all HVAC units along with its associated equipment and entire Electrical systems at above mentioned locations.
- 1.5 Operation and Maintenance of Electric Chiller, VRF Split AC, Package Units ACs, Split ACs & Floor Standing AC, Electrical Facilities, PA System & Sound System.
- 1.6 Operation & Monitoring of Lifts / Elevators.
- 1.7 Supply of parts and consumables required for equipment operation and maintenance will be paid at actual subject to prior approval from IBA, by submitting quotation clearly indicating unit price, total cost and GST on company letter head, at an appropriate rate in accordance with prevailing market rate. Payment of parts will be made only after submission of delivery challan and GST invoice.
- 1.8 Maintain daily/weekly /monthly Log sheets of the approved format to record the performance of the plant& provide it to owner for record keeping.
- 1.9 Cleaning of all electrical fixtures and DB on regular basis.

Article II SCOPE OF PROFESSIONAL SERVICES

- 2.1 THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the services and to check the execution of services in accordance with the Description & Specification vide Tender # Maint/03/19-20.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Operations & Maintenance "IBA" as & when required.
- 2.3 Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category relevant to the value of the Works/Services.

- 2.4 Duly enlisted/prequalified with the Owner (if applicable).
- 2.5 All Services to be supplied under this Contract shall have their origin in eligible countries as instructions to Bidders and all expenditures made under the Contract will be limited to such Goods and Services.
- 2.6 For purpose of this Clause, "origin" means the place where the Goods are mined, grown or produced or from where the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.7 The origin of Goods and Services is distinct from the nationality of the Bidder.
- 2.8 Economical, trouble free and complete operation and maintenance and supply of spare parts on need basis of all HVAC units along with its associated equipment and entire Electrical systems at above mentioned locations.
- 2.9 Frequent checking & periodic maintenance of the Allied valves & fittings of the Chillers, HVAC, Package units, VRF Units, Floor Standing ACs and Split type AC.
- 2.10 Frequent checking & periodic maintenance of the insulation & Condition of the Ducting system associated with all type of air conditioning units mentioned above.
- 2.11 Operation & Maintenance of PA System.
- 2.12 Frequent checking & maintenance of Exhaust Fans.
- 2.13 Frequent checking & maintenance of all Electrical components and installations.
- 2.14 Frequent checking, Maintenance& calibration of the instruments related to plant operation.
- 2.15 Housekeeping & cleaning of the plant area to avoid inconvenience & for improved outlook of the facility.
- 2.16 Supply of parts and consumables required for equipment operation and maintenance will be paid at actual subject to prior approval from IBA, by submitting quotation clearly indicating unit price, total cost and GST on company letter head, at an appropriate rate in accordance with prevailing market rate. Minor repair works means install new compressor of the AC units only upto 4ton cooling capacity, relocating AC units of up to 4-ton with 10ft piping, replacement of lighting lamps/tube, fans, switches, small exhaust fan, replacement of the compressor of fridge and freezer in the building and any other associated minor repair work of HVAC and Electrical. All other repair & installation work will be charged at actual subject to prior cost approval by IBA. Payment of parts will be made only after submission of delivery challan and GST invoice.
- 2.17 Maintain daily/weekly /monthly Log sheets of the approved format to record the performance of the plant in accordance with OEM/Consultant recommendation & provide it to owner for record keeping.
- 2.18 Regular inspection of facility's lighting and other integrated system.
- 2.19 Check and Monitor operating condition, operating code, last diagnostic, LCHW set point, current limit set point, nos of starts, running hrs, voltage, current, oil level, CHW temp in & out, CW temp in & out, CW Pressure in & out, maintaining a daily log, chiller use/sequencing, chilled water reset settings & function, evaporator and condenser tubes, motor amperage load limit, compressor and assembly, compressor

- oil system, electrical connections, refrigerant connections of the chillers in accordance with OEM recommendations.
- 2.20 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.
- 2.21 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.
- 2.22 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.
- 2.23 Conduct visual inspection of 11kV Transformer, HT & LT panels and DBs. Check and Monitor voltage, current, fixed/moving contacts of HT panels, tightness of cable connections, proper cleaning of dust in accordance with OEM recommendations.
- 2.24 Check and monitor the entire electrical distribution system. Rectification of faults and restoration of the system in accordance with OEM recommendations.
- 2.25 Contractor will provide the maintenance program which provides the following:
 - i. Maintenance Plan
 - ii. Maintenance Procedures
 - iii. Preventive Maintenance Reports
 - iv. Predictive Maintenance Reports
 - v. Chiller water test reports
- 2.26 Performing such other tasks and services which Owner may reasonably request from time to time in connection with operation and maintenance.
- 2.27 THE SERVICE PROVIDER must provide character certificate of all workers.
- 2.28 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.29 Life Insurance / Security of worker will be the responsibility of THE SERVICE PROVIDER.
- 2.30 THE SERVICE PROVIDER is responsible for the safety of all its activities including protection of the life & environment on and off the site. IBA is no smoking zone. IBA will not be responsible for any mishap.
- 2.31 THE SERVICE PROVIDER while taking over the site will ensure continuity of services.

Article III List of Equipment / Installations

- 3.1 Water Cooled Electric Chillers (03)
- 3.2 Air Cooled Electric Chillers (02 Nos)



- 3.3 Air Handling Units (33)
- 3.4 Fan Coil Units (75)
- 3.5 VRF, Package Units, Floor Standing ACs & Split Type AC Units (1,7 & 313)
- 3.6 All Electric Panels and DBs (195)
- 3.7 Exhaust Fans (20)
- 3.8 Elevators (5)
- 3.9 PA System & Sound System (8)
- 3.10 All associated equipment's with HVAC and Electrical System not mentioned in the list.

Article IV Manpower Requirement

- 4.1 THE SERVICE PROVIDER shall wherever and whenever or permits/applicable/suitable will deploy/detail/depute manpower with suitable qualification, experience and expertise to operate, maintenance and run the Overall Operation & Maintenance and Supply of Spare Parts on need basis of HVAC, Electrical and Allied System Facilities Installed at Eight Buildings Adamjee, G&T, Library, Admin, Aman CED, Tabba, Student Center & NBP Building at Main Campus.
- 4.2 The detail of manpower will provided by the SERVICE PROVIDER is appended:

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

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

Article V REMUNERATION

5.1 The charges will be based on the following;

Item	Description	Total Cost Inclusive of all Taxes		
#		Per Day Per Working Hour Cost with all taxes Rs.	Total Monthly Cost with all taxes Rs.	Total Annual Cost with all taxes Rs.
1-	Overall Operation and Maintenance Cost of Chillers and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) Any extra hours shall be charged on per hour rate.	580.00	208,800.00	2,505,600.00
2-	Overall Operation and Maintenance Cost Of Split ACs Floor Standing ACs and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) Any extra hours shall be charged on per hour rate.	580.00	208,800.00	2,505,600.00

Package Unit ACs Overall Operation and Maintenance Cost of Package Unit ACs and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Aman CED, Tabba Building, Student Center and MP Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) Any extra hours shall be charged on per hour rate. Electrical Facilities Overall Operation and Maintenance Cost of Electrical Facilities including All Electric Panels, Main DBs, Sub DBs and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) Any extra hours shall be charged on per hour rate. Lifts Overall Operation and Monitoring Cost of Lift associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) Any extra hours shall be charged on per hour rate. 226.00 81,360.00 976,320.00	Overall Operation and Maintenance Cost of Package Unit ACs and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Aman CED, Tabba Building, Student Center and MP Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) Any extra hours shall be charged on per hour rate. Electrical Facilities Overall Operation and Maintenance Cost of Electrical Facilities including All Electric Panels, Main DBs, Sub DBs and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) Any extra hours shall be charged on per hour rate. Lifts Overall Operation and Monitoring Cost of Lifts associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year)					
Der hour rate.	Der hour rate.	3	Overall Operation and Maintenance Cost of Package Unit ACs and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Aman CED, Tabba Building, Student Center and MP Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M	579.00	208,440.00	2,501,280.00
Overall Operation and Maintenance Cost of Electrical Facilities including All Electric Panels, Main DBs, Sub DBs and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) Any extra hours shall be charged on per hour rate. Lifts Overall Operation and Monitoring Cost of Lifts associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) Any extra hours shall be charged on Any extra hours shall be charged on	Overall Operation and Maintenance Cost of Electrical Facilities including All Electric Panels, Main DBs, Sub DBs and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) Any extra hours shall be charged on per hour rate. Lifts Overall Operation and Monitoring Cost of Lifts associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) Any extra hours shall be charged on					
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per hour rate.		5-	Lifts Overall Operation and Monitoring Cost of Lifts associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) Any extra hours shall be charged on	226.00	81,360.00	976,320.00

6-	PA System & Sound System Overall Operation and Maintenance Cost Of PA System and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building & Fauji Building (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows:	228.00	82,080.00	984,960.00
	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 per hour rate.			
Grand Total Amount Inclusive of SST		Rs. 2,752.00	Rs. 990,720.00	Rs. 11,888,640.00

- 5.2 All the equipment and associated equipment are presumed to be covered under the amount quoted here in. Any additional manpower required over and above the quantity mentioned in scope of work will be charged at the same rate. Whenever required, THE SERVICE PROVIDER will interchange the manpower from existing trades mentioned in the "List of O&M Staff Required" as per the requirement of IBA.
- 5.3 The current prevailing office time is from 08.00am to 08.00pm, 7-days a week and 365-days a year. M/s Shahnawaz Engineering (Pvt) Ltd will manage the staff duties for above mentioned timing in order to ensure the availability of services and staff. Thumb scan is a mandatory requirement to reflect attendance against each staff at IBA.
- 5.4 Liquidity damages 2% of the total amount will be imposed per month for which the SERVICE PROVIDER failed to deliver as per standard or in accordance to the entitlement / authorization.
- 5.5 Payment of the spare parts will be subject to prior cost approval through a quotation clearly indicating the unit price, total cost and GST on the letterhead of the company by IBA, followed by submission of Delivery Challan on the letterhead of the company & GST Invoice. Payment of monthly charges will be done against the submission of SST invoice.
- 5.6 Performance Security 5% of total amount should be submitted in shape Pay Order before signing of Contract Agreement.
- 5.7 All Government taxes (including Income tax and stamp duties), GST, SST, levies and charges will be charged as per applicable rates / denomination.
- 5.8 Stamp duty 0.35% for Services against total annual value of Work will be levied accordingly.
- 5.9 All rules, regulations and policies will be governed in accordance to the FBR, SRB SPPRA & IBA PP&P.

- 5.10 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.
- 5.11 Material / Parts required for operation and maintenance shall be supplied by contractor "only" after prior approval from IBA Maintenance Department by submitting quotation clearly indicating the unit price, total cost and GST on company letter head. Cost of material shall be charged in accordance with the prevailing market

rate with 15% service charges. Payment of parts will be made only after submission of delivery challan on company letterhead and GST invoice.

Article VI ARBITRATION

6.1 The parties expressly consent that in the event of arising a dispute as to the provisions of this Agreement, or any modification hereto, each party shall submit its respective interpretation to the other for consideration. However, in case of any controversy or claim arising out or relating to this Agreement or its breach, shall be resolved through arbitration under the Arbitration Act-1940 and Executive Director IBA, Karachi, shall have the right to act as arbitrator. His decision will be binding upon 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 "IBA" may terminate this agreement if the job is not executed according to the requirement or any other reason at any time after issuing a 15 day's notice.

Article VIII INDEMNITY

8.1 "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 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 with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and the SERVICE PROVIDER agree so.

Article XII INTEGRITY PACT

- 12.1 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).
- 12.2 Without limiting the generality of the forgoing THE SERVICE PROVIDER 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 SERVICE PROVIDER accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contact, or other instrument, be stand void at the discretion of the IBA.
- 12.4 Notwithstanding any right and remedies exercised by the IBA in this regard, THE SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes War, Riots, Storm, Flood, epidemic / pandemic or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies If a Force Majeure situation arises, the service provider shall promptly notify the IBA, Karachi in writing of such condition and the cause thereof. Unless otherwise directed by the IBA, Karachi in writing, the service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Article XIV MISCELLANEOUS

14.1 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.

- 14.2 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 then SERVICE PROVIDER should make the availability of the same with due cost approval by Senior Manager Operations & Maintenance at an appropriate rate in accordance with prevailing market rate. Payment will be made only after submission of Delivery Challan on the letterhead of the company & GST Invoice.
- 14.3 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 14.4 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 14.5 This agreement is effective from 1st June 2020 up to 31st May 2021

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"

Aamer Shahbbir

NAME: Aamer Shabwing Commander (Retd)

GM Administration GM Administration (IBA),

CNIC #

Karachi, Pakistan

Address:

Institute of Business

Administration Main Campus

University Road, Karachi

WITNESS:

M. SOHAIL KHAN

itute of Business Administration

NAME: WrosbihaikiKhan

Sr. Manager Purchase & Stores

CNIC#

Address:

Institute of Business

Administration Main Campus

University Road, Karachi

NAME: Rehan Hussain

Senior Manager Operations & Maintenance

CNIC # 42201-8419216-9

Address:

Institute of Business

Administration Main Campus

University Road, Karachi

M/s Shahnawaz Engineering

NAME: Mansoor Ahmed Company Secretary

CNIC # 42101-1639756-5

Address:

19 West Wharf,

Dockyard Road,

Karachi.

M/s Shahnawaz Engineering (Pvt) Ltd

NAME: Syed Shahnawaz Zahidi

Asstt. Manager

CNIC # 42201-4157464-5

Address:

19 West Wharf,

Dockyard Road,

Karachi.

M/s Shahnawaz Engineering (Pvt) Ltd

NAME: Arsalan Hafeez

Asstt. Manager

CNIC # 42000-3709911-3

Address:

19 West Wharf,

Dockyard Road,

Karachi.







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S.NO. 070756 Schi (Pakistan) 05 MAY 2020

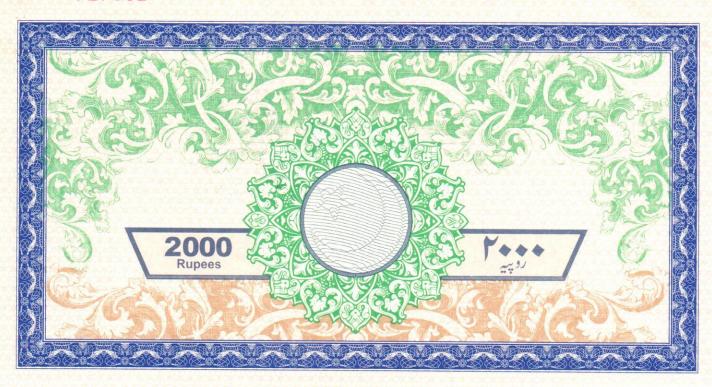
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EAMID A SHAKOOR STAMP - VENDOR Licence Da 18 Seat No. 8 SHED A

0 5 MAY 2020

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Shahnawaz Engg. (Pvt) Ltd.

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Shahnawaz Engg. (Pvt) Ltd.

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0 5 MAY 2020

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MAMID A SHAKOOR STAMP Licence No. 18 Seat No. 8	-VENDOR
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Samp Office, City Cooper Karachil. 1.8 MAR 2020



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OFFICE SUPERINTENDED Samp Onice, City Cour Karachi.

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