

MUHAMMAD DANISH STAMP VENDOR
Licence # 3699
Habibullah
S.No. 15126/L
ISSUE THROUGH
PURPOSE
VALUES
STAMP VENDOR'S SIGNATURE
This Stamp paper is not valid for Revenue and Judicial purposes

05 AUG 2019

RUPEE

AGREEMENT

**Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities
Installed at Aman Tower & JS Auditorium at City Campus vide Tender # Maint/10/18-19**

THIS AGREEMENT is executed at KARACHI, on this day September 01, 2019

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 Brothers Air Conditioning, having its office at R-1165, Block No. 15 F. B. Area, 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 proprietor Mr. Humair Ahmed, holding CNIC No. 42101-6375252-7 on the SECOND PART.

WHEREAS "IBA" intends to obtain Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at Aman Tower & JS Auditorium at City Campus vide Tender # Maint/10/18-19

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

WITNESSETH

"IBA" hereby offer to appoint M/s Brothers Air Conditioning as their official Services Provider for the specific purpose of "Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at Aman Tower & JS Auditorium at City Campus" 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 HVAC, Electrical and Allied System Facilities Installed at Aman Tower & JS Auditorium at City Campus. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi
30 AUG 2019

Article I:
DUTIES & SCOPE OF WORK & AGREEMENT

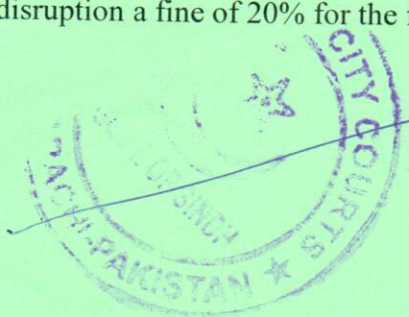
- 1.1 "THE SERVICE PROVIDER" agrees to provide any/all kind of services including minor repair works & maintenance to "IBA" whenever and wherever required as per the terms & conditions of this Agreement. ^{MINOR} Repair works, but not limited to, means install new compressor of the AC units only upto 4ton cooling capacity, replacement of lighting lamps/tube, fans, switches, exhaust fans, replacement of the compressor of fridge and freezer in the building. All other repair works will be charged at actual subject to prior cost approval by IBA.
- 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/10/18-19.
- 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.
- 1.7 Operation and Maintenance of Absorption Chiller, Electric Chiller, Split ACs & Floor Standing ACs, Electrical Facilities, DG Sets and PA System & Sound System.
- 1.8 Frequent checking & maintenance of Exhaust Fans.
- 1.9 Frequent checking & maintenance of all Electrical components and installations.
- 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.
- 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 Operation and **Monitoring** of diesel generators and maintain of daily log sheet. Diesel consumption report.
- 1.15 Regular inspection for lighting facility and integrated system.
- 1.16 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/10/18-19.
- 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 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.
- 2.9 Frequent checking & periodic maintenance of the Allied valves & fittings of the **Floor Standing ACs** and Split type AC.
- 2.10 Frequent checking & periodic maintenance of the insulation & Condition of the Ducting system associated with the AC Unit.
- 2.11 **Operation and Maintenance of PA system & Sound System in accordance with OEM recommendations.**
- 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 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/installing new AC units of upto 4-ton **and with 10ft of piping**, replacement of lighting lamps/tube, fans, switches, small exhaust fan. All other repair **& installation** work will be charged at actual subject to prior cost approval by IBA.
- 2.16 Maintain daily/weekly /monthly Log sheets of the approved format to record the performance of the plant in accordance with OEM recommendations & provide it to owner for record keeping.
- 2.17 Operation and monitoring of all diesel generators and maintaining daily log sheet. Diesel consumption report.
- 2.18 Regular inspection of facility's lighting and other integrated system.
- 2.19 Cleaning of all electrical fixtures and DB on regular basis.
- 2.20 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.

- 2.21 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.
- 2.22 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.
- 2.23 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.
- 2.24 Conduct visual inspection of Step Down 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.
- 2.25 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.
- 2.26 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.
- 2.27 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
- 2.17 Performing such other tasks and services which Owner may reasonably request from time to time in connection with operation of the Project.
- 2.18 THE SERVICE PROVIDER must provide character certificate of all workers.
- 2.19 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.20 Life Insurance / Security of worker will be the responsibility of THE SERVICE PROVIDER.
- 2.21 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.
- 2.22 THE SERVICE PROVIDER 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.



Article III
List of Equipment / Installations

- 3.1 Absorption Chillers (02)
- 3.2 Air Cooled Electric Chiller (02)
- 3.3 AHUs & FAHUs (7 & 2)
- 3.4 Fan Coil Units (86)
- 3.5 Split Type AC Unit (8)
- 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)
- 3.8 Generators (6)
- 3.9 Exhaust Fans, Fresh Air Fan & Stair case Fan (11, 4 & 4)
- 3.10 PA System & Sound System (2)
- 3.11 All associated equipment 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 of HVAC, Electrical and Allied System Facilities Installed at Aman Tower & JS Auditorium at City Campus.
- 4.2 The detail of manpower will provided by the SERVICE PROVIDER is appended:

S. #	Trade / Service	Minimum Qualification	Recommended Staff Aman Tower	Recommended Staff JS Auditorium
01	Site Incharge	BE Elect/Mech 7 – 10yrs Experience	01	00
02	Supervisor HVAC	BTech/DAE (HVACR) 4 – 5yrs Experience	01	00
03	Chiller Operator	DAE/Chiller 2 – 3yrs Experience	03	01
04	Chiller Plant Room Staff (Cooling Tower/ Pumps / Water Treatment)	DAE/Chiller 2 – 3yrs Experience	03	01
05	Generator Operator	DAE/Generator Experience 2 – 3yrs	02	00
06	Transformer and Switch Gear	DAE / 2 – 3yrs Experience	02	00
07	General Electricians	DAE / License 2 – 3yrs Experience	02	01

08	AC Technicians	DAE / 2 – 3yrs Experience	02	01
09	Helpers	1yr Experience	01	01
		Total	17	05
		Grand Total	22	

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 Hour Cost with all taxes Rs.	Total Monthly Cost with all taxes Rs.	Total Annual Cost with all taxes Rs.
1-	Absorption Chiller Overall Operation and Maintenance Cost Of Absorption Chillers 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 office time is as follows: 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) <i>Any extra hours shall be charge on same rate.</i>	Rs.753/-	Rs.275,000/-	Rs.3,300,000/-
2-	Electric Chiller Overall Operation and Maintenance Cost Of Electric Chillers and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. (Including of All Taxes) <u>Note: Working Timing</u> 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) <i>Any extra hours shall be charge on</i>	Rs.137/-	Rs.50,000/-	Rs.600,000/-

	same rate.			
4-	Split ACs & Floor Standing ACs Overall Operation and Maintenance Cost Of Split ACs Floor Standing ACs 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 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 charge on same rate.	Rs.137/-	Rs.50,000/-	Rs.600,000/-
5-	Electrical Facilities Overall Operation and Maintenance Cost Of Electrical Facilities including step down transformer, HT Panel, Main LT Panel, Sub Electric Panel, Main DBs, Sub DBs and all associated/allied/auxiliary equipment/devices/assemblies as per scope of work. (Including of All Taxes) <u>Note: Working Timing</u> 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 charge on same rate	Rs.370/-	Rs.135,000/-	Rs.1,620,000/-
6-	DG Sets Overall Operation and Monitoring Cost Of DG Sets 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 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 charge on same rate	Rs.137/-	Rs.50,000/-	Rs.600,000/-
7-	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. (Including of All Taxes)	Rs.69/-	Rs.25,000/-	Rs.300,000/-

	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) <i>Any extra hours shall be charge on same rate</i>			
Grand Total Amount Inclusive of SST	Rs.1,603/-	Rs.585,000/-	Rs.7,020,000/-	

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. **The contractor will schedule the staff to provide services for the timing mentioned.** 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 will be made after submission of invoice. Advance Payment subject to Bank Guarantee.

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), 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 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 THE SERVICE PROVIDER “only” after prior approval from IBA Operation & Maintenance Department. Cost of material shall be charged in accordance with the prevailing market rate.

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 at anytime 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, 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 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 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 SERVICE PROVIDER 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.

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 and SERVICE PROVIDER 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.

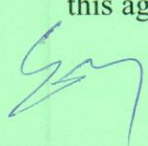
14.3 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.

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.

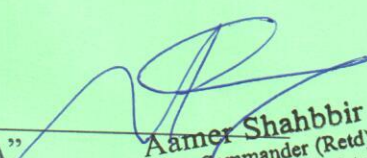
14.5 This agreement is effective from 1st September 2019 upto 30th August 2020

14.6 Initial contract is for one year, which can be extended to further one year. However, Terms & Conditions of the agreement would remain same.

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"

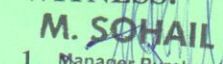

NAME: Aamer Shahbbir
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan

CNIC # _____

Address:

GM Admin Institute of Business
Administration Main Campus
University Road, Karachi

WITNESS:



M. SOHAIL KHAN
1. Manager Purchase & Stores
Institute of Business Administration
IBA
Karachi-Pakistan
NAME: M. Sohail Khan

CNIC # _____

Address:


Sr. Manager Purchase & Stores
Institute of Business
Administration Main Campus
University Road, Karachi

3.


Rehan Hussain
Senior Manager Operations & Maintenance

CNIC # 42201-8419216-9


Address: IBA KH


M/s Brothers Air Conditioning
NAME: Mr. Humair Ahmed

CNIC # 42101-6375252-7

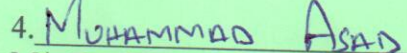
Address:

Suit No. 428 4th Floor
Kehkashan mall Opp.
Rehmania masjid
P.E.C.H.S Tariq Road Karachi.

2. 
M/s Brothers Air Conditioning
NAME:

CNIC # 42101-3448799-1

Address: R-57 Quetta Town Cooperative housing Society
Scheme 33 Karachi

4. 
M/s Brothers Air Conditioning
NAME:

CNIC# 42101-4592939-3

Address: E-302, Modern Complex, Sector 11-I,
NORTH KARACHI.