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15 OCT 2014

S Farid Raza Advocates  
Karachi Leg. 1276



OFFICE SUPERINTENDENT  
Stamp Office, City Centre  
Karachi

27/10/2014

27 OCT 2014

### AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day October 28, 2014

#### 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. Mumair 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 Aftan Tower & JS Auditorium at IBA City Campus vide Tender # Maint/01/14-15.

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 "Services & Maintenance of HVAC Electrical & Allied System Facilities" 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 IBA City 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/01/14-15.
- 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.
- 1.7 Operation and Maintenance of Elevators, PA system and Firefighting 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 maintenance of diesel generator and maintain of daily log sheet. Diesel consumption report.

Article II  
SCOPE OF PROFESSIONAL SERVICES:

1.17 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/01/14-15.

1.18 “THE SERVICE PROVIDER” hereby agree and acknowledge the acceptance of attending the meetings with the Manager Maintenance & Operations “IBA” as & when required.

1.19 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.

1.20 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).

1.21 The program for communicating and cooperating with Owner and governmental agencies.

1.22 The Project management standards for conduct of operations, Project safety, Project security conduct of maintenance, housekeeping, material condition, and records management.

1.23 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.

1.24 Developing the procedures used to operate the Project as well as monitoring, evaluating, and proposing revisions to such procedures.

1.25 The Project operations and monitoring program which provides the requirements for:

- a. Monitoring of Project Performance
- b. Monthly Project Performance Calculations and Report
- c. Monthly Fuel Consumption Calculations and Report
- d. Project Permitting and Environmental Reporting
- e. Shift Routines / Operating Practices
- f. Control of Equipment
- g. Project Chemistry Control and Water Treatment
- h. Training Programs
- i. Operator Qualifications
- j. Operating Procedures
- k. Status of Major Equipment

1.26 The maintenance program which provides the requirements for:

- a. Maintenance Planning
- b. Maintenance Procedures
- c. Preventive Maintenance
- d. Predictive Maintenance



- 1.28 The diagnostic testing program for maintaining the Project and Project equipment, including both system and component level testing.
- 1.29 The housekeeping / cleanliness program which provides the requirements for:
- Hazardous Material Control
  - General Project Cleanliness
  - Equipment Condition Inspections
  - Hazardous Waste Program
- 1.30 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).
- 1.31 The records management program for maintaining the traceability and documentation of Project performance.
- 1.32 The Project safety program which provides the requirements for establishing:
- Safety Monitoring
  - Accident Prevention Program
  - Accident Reporting
- 1.33 Monthly and yearly reporting systems of Project performance to Owner.
- 1.34 The security program for maintaining the security of the Project and surrounding area.

### Article III

### **Manpower Requirement (Aman Tower + Js Auditorium)**

3.1 M/s Brothers Air Conditioning 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 Aman Tower & JS Auditorium at IBA, City Campus.

3.2 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	DAE Elect or Mech	01	00
02	Supervisor HVAC	DAE (HVACR)	01	00
03	BMS Operator	DAE /BMS Experience	02	00
04	Chiller Operator	Matriculation/Chiller Experience	01	01
	Chiller Plant			

06	Generator Operator	Generator Experience	01	00
07	Transformer and Switch Gear	DAE / Experience	02	00
08	Lift Operator and Technician	Lift Experience	01	00
09	General Electricians	Matriculation / License	02	02
10	AC Technicians	Matriculation / Experience	01	01
11	Helpers	NR	02	00

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

**Article IV  
REMUNERATION**

4.1 The charges will be based on the following;

Item #	Description	Total Cost		
		Per Hour Cost Rs.	Total Monthly Cost Rs.	Total Annual Cost Rs.
1-	<p>Overall Operation and Maintenance Cost Of HVAC and Electrical System (Including of All Taxes)</p> <p><b><u>Note: Working Timing</u></b></p> <p>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)  <i>Any extra hours shall be charge on same rate.</i></p>	Rs.1,378.00	Rs.495,833.00	Rs.5,950,000.00

4.2 Penalty 2% of the total amount will be imposed per month for which the M/s Brothers Air Conditioning failed to deliver as per standard or in accordance to the entitlement / authorization.

4.3 Payment will be made after submission of invoice. Advance Payment subject to Bank Guarantee.

4.4 Performance Security: 5% of total amount should be submitted in shape Pay Order

- 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 Pakistan. The venue shall be Karachi.

**Article VI:**  
**TERMINATION**

- 6.1 "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 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

- 9.2 Without limiting the generality of the forgoing the M/s Brothers Air Conditioning 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.
- 9.3 M/s Brothers Air Conditioning 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 Brothers Air Conditioning 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 Brothers Air Conditioning 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 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.
- 10.2 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 Manager Operations & Maintenance on approved price/rate/cost. Bill/Invoice should be adjusted in monthly bill/invoice.
- 10.3 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 10.4 This agreement will be effective with completion of new facilities at IBA campus. Date will be communicated in writing by Manager Operation and Maintenance.
- 10.5 This agreement is effective from \_\_\_\_\_ upto \_\_\_\_\_
- 10.6 This agreement would be extendable for another ONE year with mutual consent.

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: Mr. Capt. (R) Ahmed Zaheer

CNIC # \_\_\_\_\_

Address:

Registrar (officiating), Institute of Business

Administration Main Campus

University Road, Karachi

M/s Brothers Air Conditioning

NAME: Mr. Humair Ahmed

CNIC # 42101-6375252-7

Address:

H. No. R-1165, Block No. 15,

F. B. Karachi.

WITNESS:

Mushfiquee Abul

Beeg

CNIC # 4210141247709

Address: IBA

Karachi.

Mohammad Shuaib

2. Mohammad Shuaib

CNIC # 37301-0637608-5

Address: House NO: 151/206

Mittal- Bowen Maliv Karachi.

