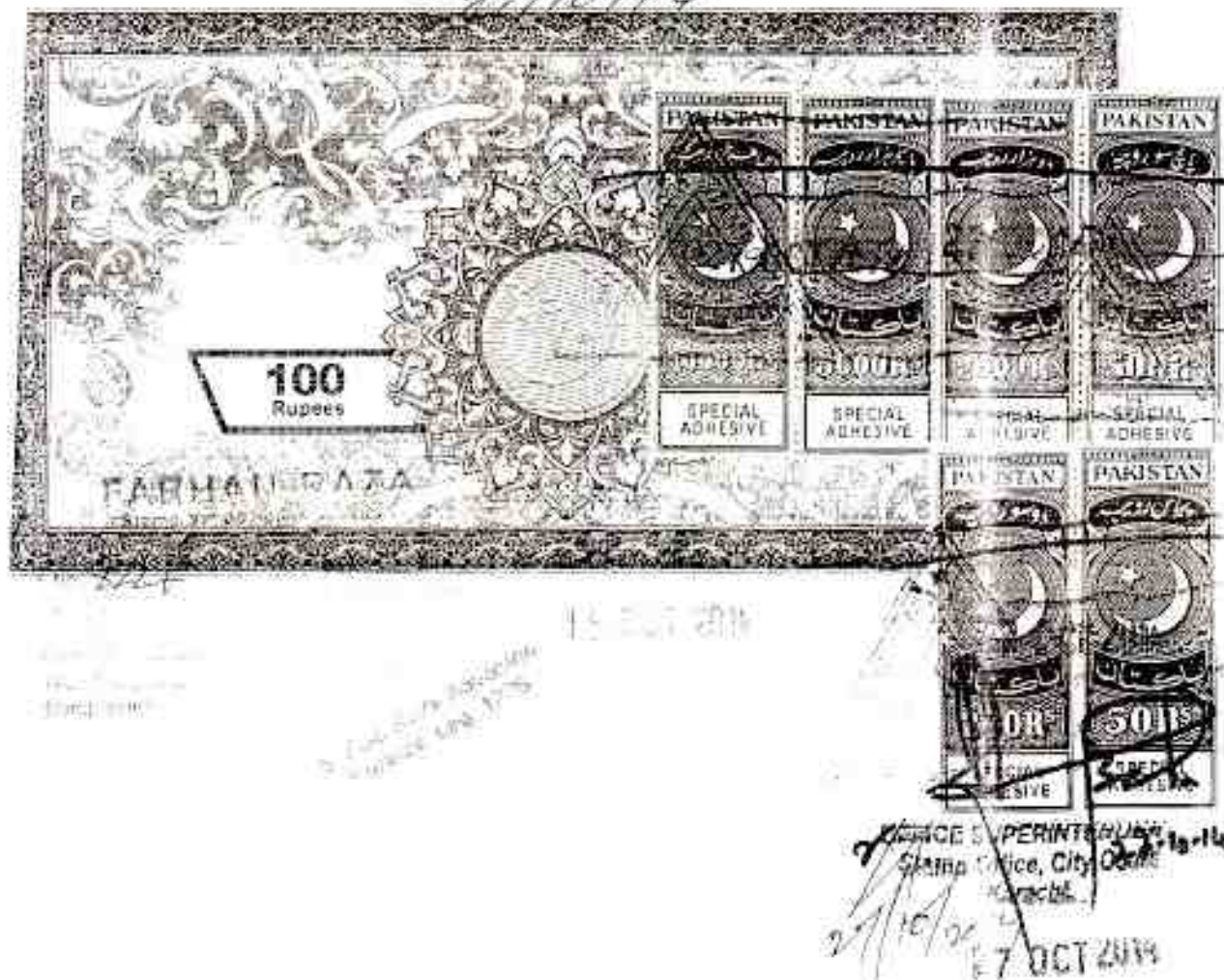


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✓ 17754/1110 4
27/10/14



AGREEMENT

THIS AGREEMENT is executed at KARACHI on the 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 3-1165, Block No. 15, F-7 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. Umair Ahmed, holding C.O. No. 67421-63752-57-7 on the SECOND PART.

WHEREAS "IBA" intends to obtain Overall Operation & Maintenance of HVAC, Electrical and Allied Systems facilities installed at A Unit Tower & JS Auditorium of IBA City Campus vide Tender # Mch/01/14/75

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 Operation & Maintenance, of the "IBA" who will supervise "THE SERVICE PROVIDER" & supervision of proposed service(s)/work(s).
- 1.3 "THE SERVICE PROVIDER" is bound to provide units according to the terms & conditions vide Tender # Main/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 & clearing of the plant area to avoid inconvenience & for improved look 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 Submission 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.
- 1.15 Regular inspection for lighting facility and integrated system.
- 1.16 Cleaning of all electrical fixtures and DB on regular basis.

14/08/2014



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, timely 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
- The maintenance program which provides the requirements for:
- a. Maintenance Planning
 - b. Maintenance Procedures
 - c. Preventive Maintenance
 - d. Predictive Maintenance
 - e. Maintenance Training
- 1.26. The materials management program which provides the requirements for:
- a. Procuring Materials and Tools price information and approval from IBA.
 - b. Inventory Levels and Control
 - c. Renewal of Inventories



- 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 determine the cause(s) of operational or equipment failures and preventing future failure 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)

2.1 M/s Brothers Air Conditioning shall wherever and whenever or permissible/available/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.

2.2 The detail of manpower will provided by the SERVICE PROVIDER as appended.

S. No.	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
05	Chiller Plant Room Staff (Cooling Tower/ Pump/ Water Treatment)	Matriculation/Chiller Experienced	03	01

M/s Brothers Air Conditioning

06	Generator Operator	Generator Experience	01	00
07	Transformer and Switch Gear	DAE / Experience	02	00
08	Lift Operator and Technicians	Lift Experience	01	06
09	General Electricians	Matriculation / License	02	07
10	AC Technicians	Matriculation Experience	01	05
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-	Overall Operation and Maintenance Cost Of HVAC and Electrical System (Including of All Taxes) <u>Note: Working Timing</u> 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>	Rs.1,278.00	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/O Brothers Air Conditioning failed to deliver as per standard as in accordance to the commitment authorization.

4.3 Payment will be made after submission of invoice. Advance Payment is not to Bank Guarantee.

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

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

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

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 any time 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 VIII:
NOTICE

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

Article IX:
INTEGRITY PACT

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

- 12. Without limiting the generality of the foregoing 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.
- 13. 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.
- 14. Notwithstanding any right and remedies exercised by the IBA in the 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 as 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 the approval of Manager Operations & Maintenance on approved price/rate/amount. Bill/Invoice should be attached in monthly bill/invoice.
- 10.3 Component Authority reserves the right to change or alter or remove any item of software enhance quantity without assigning any reason.
- 10.4 This agreement will be effective with completion of new facilities 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 Zahoor
CNIC #: _____
Address: _____
Registrar (officiating), Institute of Business
Administration Main Campus
University Road, Karachi


Mr Brothers Air Conditioning
NAME: Mr. Humair Ahmad
CNIC # 422001-637521-7
Address: _____
H. No. R-1165, Block No 3,
F. B. Karachi,



WITNESS:



Muhammad Ali
Shah
CNIC # 4210141247209
Address: IBA
Karachi.

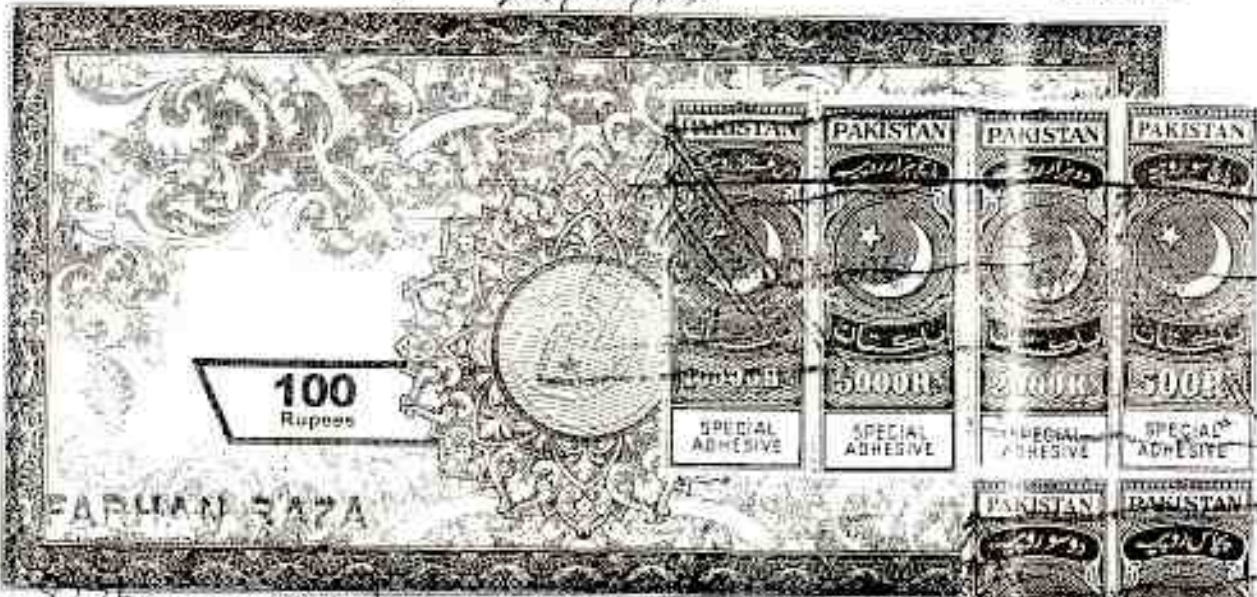
Mohammad Shariq
Mohammad Shariq
CNIC # 37301-0637601-5
Address: House No. 151/206
Milal, Khasra Malis Karachi.

B560867

17750/4207
27/10/14



Maint/02?



2220

تاریخ: 27/10/14
مقام: 2220
ذمہ دار: _____

15 OCT 2014
A FURNACE AND/OR
EXHAUST SYSTEM

OFFICE OF THE REGISTRAR
Karachi
27/10/14 27 OCT 2014

AGREEMENT

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

BETWEEN

Mr 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

Mr Brothers Air Conditioning, having its office at R-1165, Block No. 15 F-3, 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, successors and assigns), through its proprietor Mr. Iqbal Ahmed, holding CNIC No 47201-4275252-72 of the SECOND PART.

WHEREAS "IBA" intends to obtain Overall Operation & Maintenance of HVAC, Electrical and Allied System Installed at Adamjee Academic Building, G&T Auditorium Building, New Library Building & New Admin Building at IBA Main Campus vide Order of Main/02/14-13

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 Installed at Adamjee Academic Building, G&T Auditorium Building, New Library Building & New Admin Building at IBA Main Campus. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I:

DUTIES & SCOPE OF WORK & AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to provide any/all kind of services & maintenance to "IBA" whenever and wherever required as per the terms & conditions of this Agreement.
- 1.2 "THE SERVICE PROVIDER" will coordinate their work with Manager Operations & Maintenance, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed services/works).
- 1.3 "THE SERVICE PROVIDER" is bound to provide items according to the terms & conditions vide Tender # Maint/02/14-15
- 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 A/C.
- 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 Frequent checking & clearing of the plant area to avoid inconvenience & for improved look of the facility.
- 1.12 Supply of parts and consumables required for equipment operation and maintenance after 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.
- 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:

- 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 # Main/02/14-15.
- 1.18. "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Manager Maintenance & Operations (M/O) 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
 - e. Maintenance Training
- 1.27. The materials management program which provides the requirements for:
- a. Procuring Materials and Tools prior to information and approval from IBA.
 - b. Inventory Levels and Control
 - c. Renewal of Inventories



- 1.28 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 (Adamjee Academic Building, G&T Auditorium Building, New Library Building & New Admin Building at IBA Main Campus (Mandatory))

1) M/s. Brothers Air Conditioning shall wherever and whenever or permits/applicable/suitable will deploy/detain/depute manpower with suitable qualification, experience and expertise to operate, maintenance and run the HVAC, Electrical & Allied Systems Facilities installed at Adamjee Academic Building, G&T Auditorium Building, New Library Building & New Admin Building at IBA, Main Campus.

2) The detail of manpower will provided by the SERVICE PROVIDER is appended.

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



06	Sound System/DXA System	Matriculation / Experience	01
07	General Electricians	Matriculation / License	04
08	AC Technicians	Matriculation / Experience	04
09	Helpers	NR	04

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

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	Overall Operation and Maintenance Cost Of HVAC and Electrical System (Including of All Taxes) a) Advance Bldg. b) Auditorium c) Library d) Admin <u>Note: Working Timing</u> On overall availability of the time as follows 1. 08:00 A.M to 08:00 P.M (7 days in a week / 365 days of year) Any extra hours shall be charge on same rate.	Rs.1,778.00	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 for Conditioning failed to deliver as per standard or in accordance to the entitlement of the contract.

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

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

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



- 4.6 Stamp duty of 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 VIII:
NOTICE**

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

**Article IX:
INTEGRITY PACT**

- 9.1 The intention not to obtain the procurement of 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).



- 9.2 Without limiting the generality of the foregoing 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 inducing 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 or 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 below & on final services handed over to the "IBA". After FINAL WORKS if any alteration(s), arise charges will be paid or mutually agreed upon.
- 10.2 Services(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 and / or add 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 extendible 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.



NAME: Mr. Capt. (R) Ahmed Zaheer

CNIC # _____

Address:

Registrar (officiating), Institute of Business

Administration Main Campus

University Road, Karachi



Mr Brothers Air Conditioning

NAME: Mr. Humair Ahmed

CNIC # 42111-637525-7

Address:

H. No. R-1165, Block No. 13

D. B. Karachi



WITNESS:

1. Muhtasim Ahmad
[Signature]

CNIC # 4210141297709

Address: 20/A
Karachi

Muhammad Shuaib

2. Muhammad Shuaib

CNIC # 37301-0637608-5

Address: House No. 157/206
Milla - Town Mela Kwall

Technical Evaluation Sheet
Tender # MAINT/01/14-15
Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at
Aman Tower & JS Auditorium at IBA City Campus

Name of Participant	M/s Shah Nawaz Engineering	M/s Brothers Air Conditioning	M/s Electro System
M. Saad Ullah	61	53	45
Mr. Afaq	66	61	54
Ligwan Rajvi	62	57	51
Ashraf Rajvi	64	62	51
Alamgir A-Gi	66	64	51
/	/	/	/
/	/	/	/
/	/	/	/
Original bid	63.80	60.40	50.40

91%

86%

77%

(Handwritten signatures and initials)

Minutes of TEC Meeting held on 8th September 2014

A Technical Evaluation Committee (TEC-Purchase) meeting was held on 8th September 2014 at 02:00 pm at Main Campus.

The following were present:

- | | |
|------------------------|--|
| 1. Mr. M. Asif Jaffer | Chairperson |
| 2. Mr. M. Sohail Khan | Member |
| 3. Mr. Mansoor Ali | Member |
| 4. Mr. Akber Kazmi | Member |
| 5. Mr. Rizwan Rizvi | Convener |
| 6. Mr. Mushtaque Ahmed | Representing Operations & Maintenance deptt. |

Purchase department forwarded five proposals for overall operation & maintenance of HVAC facilities at IBA for technical evaluation hence a meeting was convened to discuss the same at City campus. The committee deliberated as under:

Sr. No	Agenda items	Remarks	Approved	Disapproved	ACTIONS
1.	Security Services HVAC City Campus Main	<ul style="list-style-type: none">Mr. Mushtaque Ahmed explained the Committee in detail the requirements for the overall operation & maintenance of HVAC at IBA.The Purchase department floated the tender for the operation & maintenance Services on SPPRA & IBA websites and leading newspapers on August 15, 2014.The last date for submission of tender was September 3, 2014.They received three proposals each for both campuses respectively till the closing date of tender as under:-M/s. Shahnawaz Engineering	✓		Manager Purchase is to complete formalities in this regard.

[Handwritten signature]

- M/s. Brother Air Conditioning
- M/s. Electro System
- Minimum qualifying percentage was 78%.

- Committee discussed each proposal in detail keeping in view the significance of HVAC services and evaluated the participating companies as under:-

1. M/s. Shahnawaz Engineering 91%
2. M/s. Brother Air Conditioning 86%
3. M/s. Electro System 71%

- Hence following two companies succeeded to obtain more than 78% for Main Campus:-

1. M/s. Shahnawaz Engineering 91%
2. M/s. Brother Air Conditioning 86%


- The participating companies evaluated as follows for City Campus:-

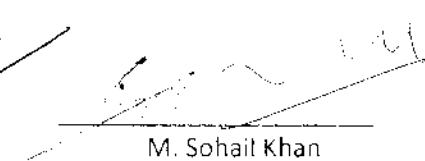
1. M/s. Shahnawaz Engineering 91%
2. M/s. Brother Air Conditioning 86%
3. M/s. Electro System 72%

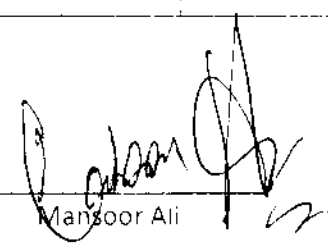
- Hence following two companies succeeded to obtain more than 78%:-

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91%
2. M/s. Brother Air Conditioning
86%

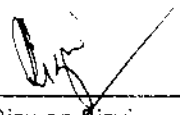
Evaluation sheet is attached herewith


M. Asif Jaffer


M. Sohail Khan




Mansoor Ali


Akber H. Kazmi

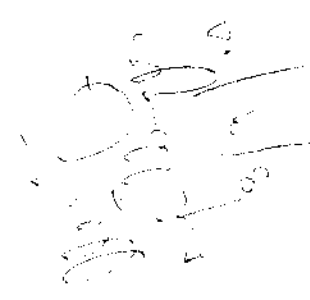

Rizwan Rizvi


Institute of Business Administration, Karachi
Tender for Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at Amal Tower & JS Auditorium at IBA City Campus

Tender # MAINT/01/14-15
Technical Proposal Opening Date September 3, 2014

S.#	Company Name	Earnest Money Envelope	Technical Proposal Envelope	Financial Proposal Envelope	Signature of Representative	Remarks
1/	M/s Shabazz Engg.	Yes	Yes	Yes		
2/	M/s Structures and Consulting	Yes	Yes	Yes		
3/	M/s Electric System	Yes	Yes	Yes	Abbas	


 3/9/14


 M/s Shabazz
 3/9/14



Technical Evaluation Sheet

Tender # MAINT/02/14-15

Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at

Aman Tower & JS Auditorium at IBA Main Campus

Name of Participant	M/s Shah Nawaz Engineering	M/s Brothers Air Conditioning	M/s Electro System
M. Saadul Khan	61	58	45
M. Asif	66	61	51
Rajwan Razi	62	57	51
Akbar Kazmi	64	62	51
Muzamir Ali	66	64	51
/	/	/	/
/	/	/	/
/	/	/	/
Weighted Mean (Security Services)	63.80	60.40	49.80

91% 86% 71%

[Handwritten signatures and dates]
 19/11/19

Minutes of TEC Meeting held on 8th September 2014

A Technical Evaluation Committee (TEC-Purchase) meeting was held on 8th September 2014 at 02:00 pm at Main Campus.

The following were present:

- | | |
|------------------------|--|
| 1. Mr. M. Asif Jaffer | Chairperson |
| 2. Mr. M. Sohail Khan | Member |
| 3. Mr. Mansoor Ali | Member |
| 4. Mr. Akber Kazmi | Member |
| 5. Mr. Rizwan Rizvi | Convener |
| 6. Mr. Mushtaque Ahmed | Representing Operations & Maintenance deptt. |

Purchase department forwarded five proposals for overall operation & maintenance of HVAC facilities at IBA for technical evaluation hence a meeting was convened to discuss the same at City campus. The committee deliberated as under:

Sr. No	Agenda items	Remarks	Approved	Disapproved	ACTIONS
1.	Security Services HVAC City Campus Main "	<ul style="list-style-type: none"> Mr. Mushtaque Ahmed explained the Committee in detail the requirements for the overall operation & maintenance of HVAC at IBA. The Purchase department floated the tender for the operation & maintenance Services on SPPRA & IBA websites and leading newspapers on August 15, 2014. The last date for submission of tender was September 3, 2014. They received three proposals each for both campuses respectively till the closing date of tender as under:- M/s. Shahnawaz Engineering 	✓		Manager Purchase is to complete formalities in this regard.

- M/s. Brother Air Conditioning
- M/s. Electro System
- Minimum qualifying percentage was 78%.

- Committee discussed each proposal in detail keeping in view the significance of HVAC services and evaluated the participating companies as under:-

1. M/s. Shahnawaz Engineering 91%
2. M/s. Brother Air Conditioning 86%
3. M/s. Electro System 71%

- Hence following two companies succeeded to obtain more than 78% for Main Campus:-

1. M/s. Shahnawaz Engineering 91%
2. M/s. Brother Air Conditioning 86%

- The participating companies evaluated as follows for City Campus:-

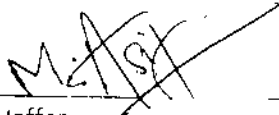
1. M/s. Shahnawaz Engineering 91%
2. M/s. Brother Air Conditioning 86%
3. M/s. Electro System 72%

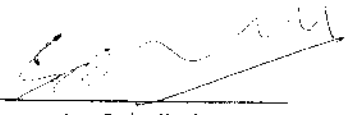
- Hence following two companies succeeded to obtain more than 78%:-

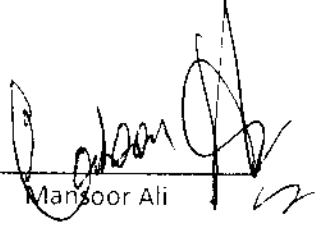
1/16/


1. M/s. Shahnawaz Engineering
91%
2. M/s. Brother Air Conditioning
86%


Evaluation sheet is attached herewith


M. Asif Jaffer


M. Sohail Khan


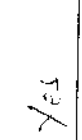


Mansoor Ali


Akber H. Kazmi



Rizwan Rizvi

Institute of Business Administration, Karachi
Tender for Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at Four Buildings at IBA Main Campus

Tender # MAINT/02/14-15
Technical Proposal Opening Date September 3, 2014

S.#	Company Name	Earnest Money Envelope	Technical Proposal Envelope	Financial Proposal Envelope	Signature of Representative	Remarks
1/	M/s Shabazz Engineering & SSS	Yes	Yes	Yes		
2/	M/s Brothers Air Conditioning	Yes	Yes	Yes		
3/	M/s Electro System	Yes	Yes	Yes		


 Sep 3, 2014


 Sep 3, 2014



Bid Evaluation Report

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(1)

1. Name of Procuring Agency: Institute of Business Administration, Karachi
2. Tender Reference No: Maint/02/14-15
3. Tender Description/Name of work/item: Overall Operation & Maintenance of HVAC, Electrical and Allied System Installed at Aman Tower & JS Auditorium at IBA City Campus
4. Method of Procurement: Single Stage Two Envelope
5. Tender Published: Newspaper "Jang", "Dawn" & "Aas" on August 15, 2014, SPPRA websites serial # 21172 Print & Electronic Media (SPPRA ID No. & News papers names with dates)
6. Total Bid documents Sold; 06 companies have collected Tender Documents
7. Total Bids Received: 03 companies
8. Technical Bid Opening date: (if applicable) August 22, 2014 (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): 02 Bids Technically qualified
10. Bid(s) Rejected: 01
11. Financial Bid Opening date: September 10, 2014

12. Bid Evaluation Report:

S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1.	M/s Brothers Air Conditioning	Rs.495,833.00 per month Rs.5,950,000.00 per year	Lowest bidder	---	Accepted due to technical qualification and quoted lowest cost	Technically evaluated 86%
2.	M/s Shahnawaz Engineering (Pvt) Ltd	Rs.548,020.00 per month Rs.6,576,240.00 per year	Highest bidder	---		Technically evaluated 91%
3.	M/s Electro Systems				Sealed Financial envelope returned due to technically non-qualified	Technically evaluated 72%

Note : Minimum eligible percentage for technical qualification was 78%

Signatures of the Members of the Committee


MEMBER
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACHI
Syed Jehanzeb
Project Accountant
IBA, Karachi


CHAIRPERSON
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACHI
Dr. Naveed Tauheed
Professor
IBA, Karachi


MEMBER (EXTERNAL)
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACHI
Havis Gureshi
PPRA Advisor
HES

21 CNJ

Comparative Statement for Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at Auditorium at IBA City Campus
Tender # Maint/01/14-15

S. #	Description	M/s Brothers Air Conditioning			M/s Shahawaz Engg. (Pvt) LTd		
		Per Hour Cost Rs.	Total Monthly Cost Rs.	Total Annual Cost Rs.	Per Hour Cost Rs.	Total Monthly Cost Rs.	Total Annual Cost Rs.
1	Overall Operation and Maintenance Cost Of HVAC and Electrical System (Including of All Taxes) Note: Working Timing The current prevailing office time is as follows: 1- 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) <i>Any extra hours shall be charge on same rate.</i>	Rs. 1,378.00	Rs. 495,833.00	Rs. 5,950,000.00	Rs. 1,501.00	Rs. 548,020.00	Rs. 6,576,240.00
Total Amount			Rs. 5,950,000.00			Rs. 6,576,240.00	


MEMBER
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
Karachi
Syed Jehanzeb
Project Accountant
IBA, Karachi


CHAIRPERSON
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACHI
Dr. Nahiya Tauheed
Professor
IBA, Karachi


MEMBER (INTERNAL)
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACHI
Haris Qureshi
PRA Advisor
HEJ

27

Bid Evaluation Report

29 2

1. Name of Procuring Agency: Institute of Business Administration, Karachi
2. Tender Reference No: Maint/02/14-15
3. Tender Description/Name of work/item: Overall Operation & Maintenance of HVAC, Electrical and Allied System Installed at Adamjee Academic Building, G&T Auditorium Building, New Library Building & New Admin Building at IBA Main Campus
4. Method of Procurement: Single Stage Two Envelope
5. Tender Published: Newspaper "Jang", "Dawn" & "Aas" on August 15, 2014, SPPRA websites serial # 21172 Print & Electronic Media (SPPRA ID No. & News papers names with dates)
6. Total Bid documents Sold; 06 companies have collected Tender Documents
7. Total Bids Received: 03 companies
8. Technical Bid Opening date: (if applicable) August 22, 2014 (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): 02 Bids Technically qualified
10. Bid(s) Rejected: 01
11. Financial Bid Opening date: September 10, 2014

12. Bid Evaluation Report:

S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1.	M/s Brothers Air Conditioning	Rs.495,833.00 per month Rs.5,950,000.00 per year	Lowest bidder	---	Accepted due to technical qualification and quoted lowest cost	Technically evaluated 86%
2.	M/s Shahnawaz Engineering (Pvt) Ltd	Rs.548,020.00 per month Rs.6,576,240.00 per year	Highest bidder	---		Technically evaluated 91%
3.	M/s Electro Systems		Sealed Financial envelope returned due to technically non-qualified			Technically evaluated 71%

Note : Minimum eligible percentage for technical qualification was 78%

Signatures of the Members of the Committee


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KARACHI
Havis Qureshi
PPRA Advisor
HES

Comparative Statement for Overall Operation & Maintenance of HVAC, Electrical and Allied System Facilities Installed at IBA Main Campus
 Tender # Maint/02/14-15

S. #	Description	M/s Brothers Air Conditioning			M/s Shahwaz Engg. (Pvt) LTd		
		Per Hour Cost Rs.	Total Monthly Cost Rs.	Total Annual Cost Rs.	Per Hour Cost Rs.	Total Monthly Cost Rs.	Total Annual Cost Rs.
1	Overall Operation and Maintenance Cost Of HVAC and Electrical System (Including of All Taxes) a) Adamjee Bldg b) Auditorium c) Library d) Admin Note: Working Timing. The current prevailing office time is as follows: 1- 08.00 A.M to 08.00 P.M (7 days in a week / 365 days in year) Any extra hours shall be charge on same rate.	Rs. 1,378.00	Rs. 495,833.00	Rs. 5,950,000.00	Rs. 1,506.00	Rs. 549,700.00	Rs. 6,596,400.00
Total Amount			Rs. 5,950,000.00			Rs. 6,596,400.00	


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 Haris Bukhari
 PRA Advisor
 HEJ

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