

NBP-0144-2308300002938731

GoS-KHI-08C4B5EF8278ED35

Non-Judicial**Rs 104,412/-**

Description	: Contract - 15(a)
Principal	: INSTITUTE OF BUSINESS ADMINISTRATION [27024407]
Contractor	: BROTHERS AIR CONDITIONING [21915482]
Applicant	: Humair Ahemd [42101-6375252-7]
Stamp Duty Paid by	: BROTHERS AIR CONDITIONING [21915482]
Issue Date	: 30-Aug-2023, 10:07:15 AM
Paid Through Challan	: 20237D2CAE2247A0
Amount in Words	: One Lac Four Thousand Four Hundred and Twelve Ruppes Only

Please Write Below This Line

AGREEMENT

**Overall Operation & Maintenance of Electrical and Allied Facilities at IBA Main Camps vide
Tender # Maint/07/22-23**

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

BETWEEN

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

AND

M/s Brothers Air Conditioning, having its office at R-1165, Block No. 15 F. B. Area, Karachi hereinafter referred to as "THE CONTRACTOR" (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 Electrical and Allied Facilities at IBA Main Camps vide Tender # Maint/07/22-23.



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

WITNESSETH

"IBA" hereby offers to appoint M/s Brothers Air Conditioning as their official Services Provider for the specific purpose of "Overall Operation & Maintenance of Electrical and Allied Facilities at IBA Main Camps" in respect of the same with "IBA" before the determination of scope of services on suitable scale with any/all other relevant details for presentation to "IBA" for services of Overall Operation & Maintenance of Electrical and Allied Facilities at IBA Main Camps. "THE CONTRACTOR" hereby agrees to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

ARTICLE I

DUTIES & SCOPE OF WORK & AGREEMENT

- 1.1 "THE CONTRACTOR" 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 repairing includes the installation of new compressor of the AC units only upto 4ton cooling capacity, relocating AC units of upto 4-ton with 10ft piping, replacement of motors, lighting lamps/tube, fans (ceiling-exhaust-false ceiling-bracket), switches, small exhaust fan, repairing of condensers of ACs and chillers. All other repair works will be charged at actual subject to prior cost approval by IBA.
- 1.2 "THE CONTRACTOR" will coordinate their work with Sr. Manager Operations & Maintenance, of the "IBA" who will assist "THE CONTRACTOR" in supervision of proposed service(s)/work(s).
- 1.3 "THE CONTRACTOR" is bound to provide items, services, human resources according to the terms & conditions vide Tender # Maint/07/22-23.
- 1.4 All services and Supply of Spare Parts on need basis must be delivered as specified in entitlement / authorization. Non-compliance with this condition renders the services and supply of spare parts on a need basis liable to non-acceptance.

ARTICLE II

SCOPE OF PROFESSIONAL SERVICES

Complete Overall Operation & Maintenance of Electrical and Allied Facilities at IBA Main Camps. Scope of services consists of but not limited to:

- a) Economical, trouble free and complete operation & 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.
- b) Frequent checking & periodic maintenance of the Allied valves & fittings of the Package units, VRF Units, Floor Standing ACs and Split type AC.
- c) Frequent checking & periodic maintenance of the Ducting system associated with the AC Unit including the insulation of the duct.
- d) Operation and Monitoring of Elevators.
- e) Operation & Maintenance of Electric Chillers, VRF, Split ACs, Floor Standing ACs, Package Unit ACs, Electrical Facilities, PA System and Sound System.
- f) Frequent checking & maintenance of Exhaust Fans.



- g) Frequent checking & maintenance of all associated Electrical components and installations.
- h) Frequent checking, Maintenance& calibration of the instruments related to plant operation.
- i) Housekeeping& cleaning of the plant area to avoid inconvenience & for improved outlook of the facility.
- j) Maintain daily/weekly /monthly job cards of the approved format to record the performance of the plant in accordance with OEM/Consultant recommendation & provide it to owner for record keeping.
- k) Regular inspection of facility's lighting and other integrated system.
- l) Cleaning of all electrical fixtures and DB on regular basis.
- m) Check and Monitor operating condition, operating code (machine code logs), 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.
- n) 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.
- o) 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.
- p) 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.
- q) Conduct visual inspection of LT panels and DBs. Check and Monitor voltage, current, tightness of cable connections, proper cleaning of dust in accordance with OEM recommendations.
- r) Check and monitor the entire electrical distribution system. Rectification of faults and restoration of the system in accordance with OEM recommendations.
- s) "THE 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



Note 1 Supply of parts and consumables required on need basis for equipment operation and maintenance will be paid at actual subject to prior approval from IBA, by submitting quotation clearly indicating unit price, total cost incl. GST on company letter head, at an appropriate prevailing market rate.

Note 2 Minor repair works means install new compressor of the AC units only upto 4ton cooling capacity, relocating AC units of upto 4-ton with 10ft piping, replacement of motors, lighting lamps/tube, fans (ceiling-exhaust-false ceiling-bracket), switches, small exhaust fan, repairing of condensers of ACs and chillers.

Note 3 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 SST/GST invoice.

S. #	Trade / Service	Minimum Qualification	Recommended Staff (For 08 Building)
01	Site Incharge	B. Tech/DAE Elect or Mech with at least 10-year Experience	01
02	Supervisor HVAC	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 5 – 7 yrs Experience	02
03	Electric Supervisor	DAE Elect or GoS permit for wiremen /Vocational Training Elect 5-7 yrs Experience	02
04	Chiller Operator	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 2-3 yrs Experience	05
05	Chiller Plant Room Staff (Cooling Tower/ Pumps / Water Treatment)	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 1-2 yrs Experience	06
06	Sound System/PA System	DAE Electronics or Electrical /Vocational Training Electronics or Electrical 2-3 yrs Experience	04
07	General Electricians	DAE Elect or GoS permit for wiremen /Vocational Training Elect 2-3 yrs Experience	08
08	AC Technicians	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 2-3 yrs Experience	09
09	Coordinator	Intermediate 2-3 yrs	01
10	Electronic Technician	DAE Electronics or Electrical /Vocational Training Electronics or Electrical 2-3 yrs Experience	01
11	Helpers	Matric or Intermediate / 1-year experience	08
Total			47



The required services as per SLA matrix given below:

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

ARTICLE III **MANPOWER REQUIREMENT**

3.1 THE CONTRACTOR shall wherever and whenever or permits /applicable /suitable will deploy /detail /depute manpower with suitable qualification, experience and expertise to operate, maintenance and run the Overall Operation & Maintenance and Supply of Spare Parts on need basis of Overall Operation & Maintenance of Electrical and Allied Facilities at IBA Main Campus.

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

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

ARTICLE IV **REMUNERATION**

4.1 The charges will be based on the following.

Item #	Description	Total Cost Inclusive of all Taxes		
		Per hour Cost with all taxes Rs.	Total Monthly Cost with all taxes Rs.	Total Annual Cost with all taxes Rs.
1-	Electric Chiller 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, Tabba Blds, Aman CED Bld and Student Center (Including of All Taxes) <u>Note: Working Timing</u> The current prevailing operational time is as follows: 08.00 A.M to 10.00 P.M (7 days in a week / 365 days in year) Pre-approval from the relevant	Rs.2,147.00	Rs.904,000.00	Rs.10,848,000.00

	Supervisor is necessary before submission of any sort of Overtime.			
2-	<p>VRF, Split AC & Floor Standing AC 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, NBP Bld, Tabba Blds, Aman CED Bld and Student Center (Including of All Taxes) Note: Working Timing The current prevailing operational time is as follows: 08.00 A.M to 10.00 P.M (7 days in a week / 365 days in year) Pre-approval from the relevant Supervisor is necessary before submission of any sort of Overtime.</p>	Rs.1,017.00	Rs.423,750.00	Rs.5,085,000.00



3	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. Adamjee Building, G&T Auditorium, Library Building, Fauji Building, NBP Bldg, Tabba Bldgs, Aman CED Bldg and Student Center (Including of All Taxes) <u>Note: Working Timing</u> The current prevailing operational time is as follows: 08.00 A.M to 10.00 P.M (7 days in a week / 365 days in year) Pre-approval from the relevant Supervisor is necessary before submission of any sort of Overtime.	Rs.565.00	Rs.203,400.00	Rs.2,440,800.00
4-	Electrical Facilities Overall Operation and Maintenance Cost Of Electrical Facilities including All Electric Panels, Main DBs, Sub DBs and all associate d/allied /auxiliary equipment /devices /assemblies as per scope of work. Adamjee Building, G&T Auditorium, Library Building, Fauji Building, NBP Bldg, Tabba Bldg, Aman CED Bldg and Student Center (Including of All Taxes) <u>Note: Working Timing</u> The current prevailing operational time is as follows: 08.00 A.M to 10.00 P.M (7 days in a week / 365 days in year) Pre-approval from the relevant Supervisor is necessary before submission of any sort of Overtime.	Rs.1,356.00	Rs.536,750.00	Rs.6,441,000.00

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, Tabba Bldgs, Aman CED Bld and Student Center (Including of All Taxes)	Rs.565.00	Rs.209,050.00	Rs.2,508,600.00
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	<p>Note: Working Timing The current prevailing operational time is as follows: 08.00 A.M to 10.00 P.M</p> <p>(7 days in a week / 365 days in year) Pre-approval from the relevant Supervisor is necessary before submission of any sort of Overtime.</p>			
6-	<p>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, Tabbu Blds, Aman CED Bld and Student Center (Including of All Taxes)</p> <p>Note: Working Timing The current prevailing operational time is as follows: 08.00 A.M to 10.00 P.M</p> <p>(7 days in a week / 365 days in year) Pre-approval from the relevant Supervisor is necessary before submission of any sort of Overtime.</p>	Rs.565.00	Rs.209,050.00	Rs.2,508,600.00
Grand Total Amount Inclusive of SST		Rs.6,215.00	Rs.2,486,000.00	Rs.29,832,000.00

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

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

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

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



- 4.6 All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination.
- 4.7 Stamp duty 0.35% for Services against total annual value of Work will be levied accordingly.
- 4.8 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 4.9 IBA reserves the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.
- 4.10 Material / Parts required for operation and maintenance shall be supplied by "THE CONTRACTOR" only after prior approval from Sr. Manager O&M IBA Maintenance Department by submitting quotation clearly indicating the unit price, total cost, SST and GST on company letter head. The cost of material shall be charged in accordance with the prevailing market rate with 15% service charges. Payment of parts will be made only after submission of delivery challan and GST invoice.
- 4.11 The current prevailing office time is from 08.00am to 10.00pm, 7-days a week and 365-days a year. Vendor will manage the staff duties for above mentioned timing to ensure the availability of services and staff. A proper attendance machine to monitor the daily attendance shall be installed by the vendor.
- 4.12 "THE CONTRACTOR" while taking over the site will ensure continuity of services. In case of any disruption a fine of 20% for the first monthly bill may be imposed by IBA.
- 4.13 "THE CONTRACTOR" shall be responsible for the safety of all its activities including protection of the life & environment on and off the site. IBA is no smoking zone. IBA will not be responsible for any mishap.
- 4.14 Life Insurance / Security of worker will be the responsibility of The Contractor.
- 4.15 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 4.16 "THE CONTRACTOR" must provide character certificate of all workers.
- 4.17 In case if any staff resigns, leaves without info, removed from job due to any reason then "THE CONTRACTOR" will arrange the replacement within 5-days failing which per day amount, commensurate with the staff level will be deducted w.e.f the day of resign, leaving the job without notice, removal from the job.

ARTICLE V
OPTIONAL/ADDITIONAL SERVICES (IF REQUIRED)

S. #	Trade / Service	Minimum Qualification	Monthly Rate (PKR) along with all taxes
01	Site Incharge	B. Tech/DAE Elect or Mech with at least 10-year Experience	Rs.73,450.00
02	Supervisor HVAC	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 5 – 7 yrs Experience	Rs.58,760.00



03	Electric Supervisor	DAE Elect or GoS permit for wiremen /Vocational Training Elect. 5-7 yrs Experience	Rs.51,980.00
04	Chiller Operator	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 2-3 yrs Experience	Rs.51,980.00
05	Chiller Plant Room Staff (Cooling Tower/ Pumps / Water Treatment)	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 1-2 yrs Experience	Rs.51,980.00
06	Sound System/PA System	DAE Electronics or Electrical /Vocational Training Electronics or Electrical 2-3 yrs Experience	Rs.51,980.00
07	General Electricians	DAE Elect or GoS permit for wiremen /Vocational Training Elect 2-3 yrs Experience	Rs.51,980.00
08	AC Technicians	DAE Elect or Mech or HVAC /Vocational Training Elect or Mech or HVAC 2-3 yrs Experience	Rs.51,980.00
09	Coordinator	Intermediate 2-3 yrs	Rs.51,980.00
10	Electronic Technician	DAE Electronics or Electrical /Vocational Training Electronics or Electrical 2-3 yrs Experience	Rs.51,980.00
11	Helpers	Matric or Intermediate / 1-year experience	Rs.51,980.00

ARTICLE VI **ARBITRATION**

6.1 In case of any dispute, difference or question which may at time arise between the parties hereto or any person claiming under them, touching or arising out in respect of this agreement or this subject matter thereof shall be referred to the arbitration and an Arbitrator will be appointed by mutual consent, whose decision and findings will be final and binding on both the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

ARTICLE VII **TERMINATION**

7.1 The Termination of this Agreement shall be without prejudice to any provisions which are to have effect after termination.

7.2 "IBA" shall have the write to terminate this agreement if there is any breach in part of The Contractor and the scope of services detailed through this agreement.

7.3 In case of early termination IBA shall provide THE CONTRACTOR a 15 days's written notice in advance.



ARTICLE VIII

INDEMNITY

8.1 "THE CONTRACTOR" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE CONTRACTOR", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE CONTRACTOR" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

ARTICLE IX

NOTICE

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

ARTICLE X

SEVERABILITY

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

ARTICLE XI

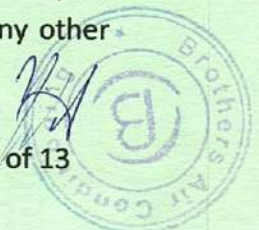
RENEWAL

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

ARTICLE XII

INTEGRITY PACT

- 12.1 The intention is not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 12.2 Without limiting the generality of the forgoing, THE CONTRACTOR represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 12.3 THE CONTRACTOR accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other



right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.

- 12.4 Notwithstanding any right and remedies exercised by the IBA in this regard, THE CONTRACTOR agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by THE CONTRACTOR as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

ARTICLE XIII

FORCE MAJURE

- 13.1 "THE CONTRACTOR" shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of THE CONTRACTOR and which could not have been foreseen, prevented, or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.
- 13.2 In case of the occurrence of any event as mentioned in clause 13.1, IBA shall reserve the discretion to terminate/suspend this Agreement within 30 days of such occurrence. Upon which THE CONTRACTOR shall be liable to compensate for their unperformed services, such compensation may be in terms of completion of the task.

ARTICLE XIV

MEDICAL FITNESS

- 14.1 "THE CONTRACTOR" should ensure to conduct pre-employment medical test before the commencement of the job and thereafter, on yearly basis. Submission of medical fitness certificate of the deputed staff to IBA as and when required.

ARTICLE XV

MINIMUM WAGES

- 15.1 In compliance with Sindh minimum wages notification, O&M staff required mentioned in article-5 must maintain minimum wages criteria. "THE CONTRACTOR" will be required to submit a certificate that they are complying with minimum wage instructions and IBA will be entitled to ask for monthly payroll sheet.

ARTICLE XVI

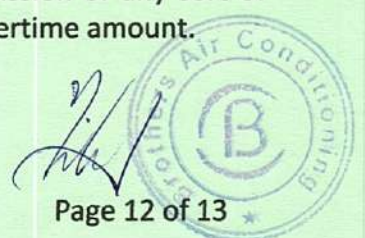
REGISTRATION WITH EOBI & SESSI

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

ARTICLE XVII

CALCULATION OF OVERTIME


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



ARTICLE XVIII
MISCELLANEOUS

- 18.1 Any addition & alteration(s) made in the contents as required which entail extra time & labor and material on part of the services, shall be charged separately/extra on 'Quantum Merit' basis before & on final services handed over to the "IBA". After FINAL WORKS if any alteration(s), arise charges will be paid on mutually agreed upon.
- 18.2 Service(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature. If any or suitable part(s), required to run the system and The Contractor should make the availability of the same with due approval of Senior Manager Operations & Maintenance on approved price/rate/cost. Bill/Invoice should be adjusted in monthly bill/invoice.
- 18.3 The contractor and its personnel engaged within IBA premises are required to rigorously adhere to the rules and regulations set forth by IBA.
- 18.4 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 18.5 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.
- 18.6 A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party.
- 18.7 Time is of essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of the terms hereunder.
- 18.8 This agreement is effective from 1st September 2023 up to 31st August 2024

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.



Dr. Muhammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan
"IBA"
NAME: Dr. Muhammad Asad Ilyas
CNIC # 42301-4497722-9

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

WITNESS:

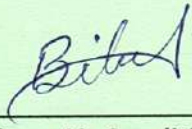
1. 
Syed Fahad Jawed
CNIC # 42201-9125136-3
Address:
Head of Procurement
Institute of Business
Administration Main Campus
University Enclave, Karachi

Focal Person IBA
Rehan Hussain


M/s Brothers Air Conditioning
NAME: Mr. Humair Ahmed
CNIC # 42101-6375252-7

Address:
H. No. R-1165, Block No. 15,
F. B. Karachi.



2. 
M/s Brothers Air Conditioning
NAME: Bilal Ahmed Raza
CNIC # 42201-7626915-5
Address: S-1/505, Sandoband, Malir, Karachi