

GoS-KHI-6AAE263273CF18C9

**Rs 22,307/-**

Description	: Contract - 15(a)
Principal	: INSTITUTE OF BUSINESS ADMINISTRATION [27024407]
Contractor	: BROTHERS AIR CONDITIONING [21915482]
Applicant	: HUMAIR AHMED [42101-6375252-7]
Stamp Duty Paid by	: BROTHERS AIR CONDITIONING [21915482]
Issue Date	: 28-Mar-2023, 12:44:13 PM
Paid Through Challan	: 202393CC39F38183
Amount in Words	: Twenty Two Thousand Three Hundred and Seven Rupees Only

Please Write Below This Line

## AGREEMENT

**Overall Operation & Maintenance and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System at IBA Boys Hostel vide Tender # Maint/01/22-23**

THIS AGREEMENT is executed at KARACHI, on this day April 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, exors, successor and assigns), through its proprietor Mr. Humair Ahmed, holding CMC No. 42101-6375252-7 on the SECOND PART.





**WHEREAS** "IBA" intends to obtain Overall Operation & Maintenance and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System at IBA Boys Hostel vide Tender # Maint/01/22-23.

**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 and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System at IBA Boys Hostel" 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 and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System at IBA Boys Hostel. "THE CONTRACTOR" 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 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 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 and condenser of ACs upto 4-ton in the building. 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 according to the terms & conditions vide Tender # Maint/01/22-23.
- 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 need basis liable to non-acceptance.

**ARTICLE II**

**SCOPE OF PROFESSIONAL SERVICES**

Complete Operation & Maintenance and Supply of Spare Parts on need basis of Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System, for SAP Old Boys Hostel Block, New Boys Hostel Block-A & New Boys Hostel Block-B of Boys Hostel Building at IBA main campus. Scope of services consists of but not limited to:

- 2.1 Economical and trouble-free operation & maintenance and Supply of Spare Parts on need basis of complete Airconditioning Systems, Electrical systems and Operation & Monitoring of DG Set & Fire Alarm System.



- 2.2 Frequent checking & periodic maintenance of the Allied valves & fittings of the Package AC.
- 2.3 Frequent checking & periodic maintenance of the insulation. Checking condition of the Ducting system associated with the AC Unit.
- 2.4 Operation and Monitoring of DG Set & Fire Alarm System.
- 2.5 Frequent checking & maintenance of Exhaust Fans.
- 2.6 Frequent checking & maintenance of all Electrical components and installations.
- 2.7 Frequent checking, Maintenance of the instruments related to plant operation.
- 2.8 Cleaning of the respective equipment area to avoid inconvenience & for improved outlook of the facility.
- 2.9 Maintain daily/weekly /monthly job cards of the approved format to record the performance of the equipment & maintain record keeping.
- 2.10 Maintain number of hours of operation and fuel consumption details of DG set.
- 2.11 Regular inspection for lighting facility and integrated system.
- 2.12 Cleaning of all electrical fixtures and DB on regular basis.
- 2.13 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

### **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 Airconditioning Systems, Electrical Facilities and Operation & Monitoring of DG Set & Fire Alarm System at IBA Boys Hostel.

3.2 The detail of manpower will provided by The Contractor is appended:

S. #	Trade / Service	Minimum Qualification	Recommended Staff
01	Site In charge	DAE in Mechanical or Electrical / 5-7yrs of Experience	01
02	Packaged AC Tech	DAE Elect or Mechanical /2-3 years' experience	02
03	Electrician	DAE Electrical or GoS Permit for Wiremen / 2-3 years' experience	03
04	Generator Operator	DAE Elect or Mechanical /2-3 years' experience	01
05	Helpers	Matric or Intermediate / 1 year experience	02



06	Electrician cum Gen Op for night duty	DAE Elect or Mechanical / GoS Permit for Wiremen / 2-3 years' experience	01
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*Staff deputed at IBA shall be interviewed by Sr. Manager Maintenance prior to deputation at IBA. Job Trades may be 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.	Monthly Cost with all taxes Rs.	Total Annual Cost with all taxes Rs.
1-	Annual Operation and Maintenance Cost of Air Conditioning Systems, Electrical & Associated Systems and Operation & Monitoring of DG Set & Fire Alarm Systems,  -SAP Old Boys Hostel Block -New Boys Hostel Block-A -New Boys Hostel Block-B  <u><b>Note: Working Timing</b></u>  The current prevailing office time is as follows: 1. 08.00 A.M to 08.00 P.M (for staff mentioned in Pt 5 Sr.1-5) 2. Night duty 08.00 P.M to 08.00 A.M 3. 7 days in a week / 365 days in year	1,455.00	531,100.00	6,373,200.00
Annual Grand Total Amount Inclusive of SST				6,373,200.00

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. If the fault is not rectified without due justification within 72 hours or the lead time 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 repair or replacement job. Liquidated damages 2% and max 10% will be imposed per job as mentioned above.

4.3 Payment will be made after submission of invoice, GST and SST invoice.



- 4.4 Performance Security 5% of total amount should be submitted in shape 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 / denomination.
- 4.6 Stamp duty 0.35% 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 by submitting quotation clearly indicating the unit price, total cost and GST on company letter head. Cost of material shall be charged in accordance with the prevailing market rate with 15% service charges. Payment of parts will be made only after submission of delivery challan and GST invoice.
- 4.10 The current prevailing office time is from 08.00am to 08.00pm, 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. Proper attendance machine to monitor the daily attendance shall be installed by the vendor.
- 4.11 The successful bidder 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.
- 4.12 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.
- 4.13 Life Insurance / Security of worker will be the responsibility of Service Provider.
- 4.14 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 4.15 Contractor must provide character certificate of all workers.
- 4.16 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**

### **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 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 VIII** **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** **SEVERABILITY**

- 9.1 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 X** **RENEWAL**

- 10.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and The Contractor agree so.

## **ARTICLE XI** **INTEGRITY PACT**

- 11.1 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).
- 11.2 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.

- 11.3 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.
- 11.4 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 XII**

### **FORCE MAJURE**

- 12.1 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.

## **ARTICLE XIII**

### **MEDICAL FITNESS**

- 13.1 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 XIV**

### **MINIMUM WAGES**

- 14.1 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 certificate that they are complying minimum wage instructions and IBA will be entitled to ask for monthly payroll sheet.

## **ARTICLE XV**

### **REGISTRATION WITH EOBI & SESSI**

- 15.1 The staff personnel deputed at IBA Karachi by the contractor must be insured by EOBI and SESSI.

## **ARTICLE XVI**

### **CALCULATION OF OVERTIME**



- 16.1 Pre-approval from relevant Supervisor is necessary before submission of any sort of Overtime. The contractor shall not charge commission on the overtime amount.

## ARTICLE XVII MISCELLANEOUS


- 17.1 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.
- 17.2 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.
- 17.3 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 17.4 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.
- 17.5 This agreement is effective from 1<sup>st</sup> April 2023 upto 31<sup>st</sup> March 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.

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

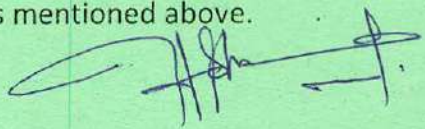
Address:  
Registrar, Institute of Business  
Administration Main Campus  
University Enclave, Karachi

### WITNESS:

1.   
Syed Fahad Jawed

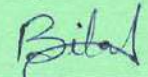
CNIC # 42201-9125136-3  
Address:  
Head of Procurement  
Institute of Business  
Administration Main Campus  
University Enclave, Karachi

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-2/505, Sandabad, Malis Colony  
Karachi