

SAJAD ULLAH STAMP VENDOR

Shop No.02, Syed Village Malir Karachi

Lic. No. 157

S.NO.

DATE

262319

12 APR 2018

Syed Shahid Shah

AGREEMENT

RUPEES FIFTY 01



THIS AGREEMENT is executed at KARACHI, on this day of June 5, 2018.

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 Faisal Trading Corporation, having its office at **R-68, Hina Banglows, Block-19, Gulistan-e-Jouhar 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. Muhammad Nazir Khan, holding CNIC No. 42101-5254376-1, on the SECOND PART.

WHEREAS "IBA" intends to Fabrication & Fixing of Generator Shed at IBA Aman Tower related jobs/works as assigned in accordance to the tender vide # CW/06/17-18 at the cost of **Rs. 440,698.87 Inclusive all taxes**. The basis with the works/jobs of items as per tender vide # CW/06/17-18 (IBA requirement) discussions in respect of the same as per determination of scope of works will be held with Sr. Manager Operation & Maintenance & Sr. Manager Procurement & Stores and "THE CONTRACTOR" have offered to render all kind of works/jobs (including but not limited to the "works/jobs mentioned in Work Order") of the proposed works up to the satisfaction & handing over the project to the "IBA" having accepted the offer in finished form complete in all respect.



MUDASIR ALI STAMP VENDOR

Shop No. 69, Sikandar Goth Sch. 33, Karachi.

Lic. No. 139

S. No.

DATE: 08 MAY 2018

58591

---NADIR ALLMAGSI

Advocate

RUPEES FIVE HUNDRED ONLY

ISSUED TO WITH ADDRESS
THROUGH WITH ADDRESS
PURPOSE NOT FOR USED DIVORCE DEED
VALUE RS (ATTESTED)
STAMP VENDOR SIGNATURE

[Page Two]

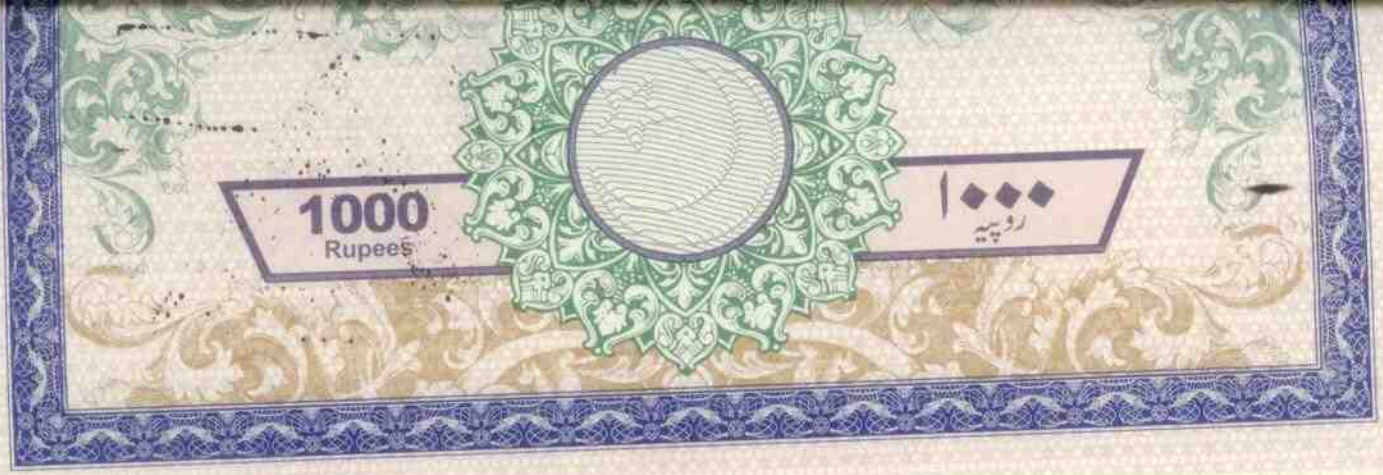
NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS
FOLLOWS:

WITNESSETH

“IBA” hereby offer to appoint “THE CONTRACTOR” as their official work executor for the specific purpose of “Works” in respect of the same with “IBA” as per the determination of scope of works/jobs on suitable scale with any/all other relevant details for generator shed works of IBA Main Campus. “THE CONTRACTOR” hereby agree to the offer the “IBA” in acceptance of the terms & conditions here in below forth. However, the terms and conditions of the tender document vide # CW/06/17-18 would be integral part of this agreement.



Continued on Page Three.



AAMIR ALI STAMP VENDOR
Flat No. A-6, Lawrance Plaza, Garden West, Karachi.
Lic. No. 38
S. No.

(RUPEES ONE THOUSAND ONLY)

DATE: 07 MAY 2018

92200

MUHAMMAD YAQOOB
ADVOCATE

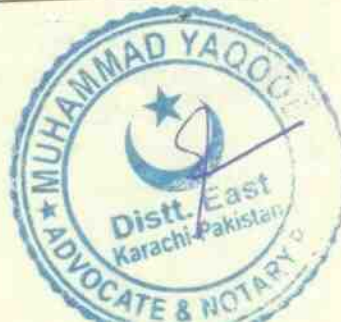
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VALUE RS
STAMP VENDOR SIGNATURE

Page Three

Article I:
DUTIES & SCOPE OF WORK & AGREEMENT

- 1.1 This Agreement includes, the "works", discussions with "IBA" as per determination of scope of services, schedule of work & time line to suitable scale with any/all other relevant details to "IBA". The description/BoQ is appended below:

| S. No | Description | Qty |
|-------|--|-------|
| 1 | <p>Fabrication and installation of Generator Shed as per Drawing</p> <p>Detailed for Shed Material are as per below:</p> <p>Pipe dia 4 " 14 Gauge</p> <p>MS. Plate 10mm, Base with Nut Bolt</p> <p>MS .Angle 2 " x 2 ", Thickness 1.5 Soot</p> <p>Stresses Inner Support 1" x 1", thickness 1.5 Soot</p> <p>G.I. Laminated Sheet 24 SWG – Corrugated Sheets, Wave Type</p> <p>Sheet overlap 6"</p> <p>Red oxide with Color (ICI / Burger or equivalent) – At least 2 cote</p> <p>Job includes complete fabrication, Installation and related civil works.</p> <p>Detailed drawing attached for reference.</p> | 1 Job |



Continued on Page Four.

- 1.3 "THE CONTRACTOR" will coordinate for required/assigned works/jobs/project with Sr. Manager Operation & Maintenance and Sr. Manager Procurement & Stores, of the "IBA" who will advise "THE CONTRACTOR" in supervision of proposed works/jobs related.
- 1.4 "THE CONTRACTOR" is bound to provide items including machineries, equipments, goods material, gadget and manpower according to the Work Order.
- 1.5 It will be responsibility of the Contractor to remove debris/sludge/garbage/waste material/left over material, machineries, equipment and manpower from the site at their own cost after completion of works/jobs/project. However, Clearance Note / Certificate will be required from Sr. Manager Operation & Maintenance and Sr. Manager Procurement & Stores.
- 1.6 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.
- 1.7 Supplying of Fabrication & Fixing of Generator Shed, as assigned in accordance to the tender vide # CW/06/17-18.
- 1.8 Entry & Endorsement in Measurement Book for all jobs done is mandatory. The Measurement Book is to be countersigned by Operation & Maintenance Supervisor on each occurrence / daily basis.
- 1.9 The Contract will require to obtain Entry Pass of their employee / labour / manpower etc from IBA, Security Office.
- 1.10 Any alteration/deletion/addition will only be consider if provided in writing by Sr. Manager Operation & Maintenance. No verbal instruction(s) / order(s) will consider valid.
- 1.11 The Contractor must adopt Environmental Friendly procedure and avoid the use of Toxic material used in printing works.

Article II
SCOPE OF PROFESSIONAL SERVICES & WORKS:

- 2.1 "THE CONTRACTOR" hereby agree and acknowledge for the periodic supervision of the works and to check the execution of works in accordance with the Description & Specification vide Tender # CW/06/17-18.
- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Operation & Maintenance and Senior Manager Procurement & Stores "IBA" as & when required.
- 2.3 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.4 Sr. Manager Operation & Maintenance and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access. Physical inspection will be carried out by Sr. Manager Operation & Maintenance and Sr. Manager Procurement & Stores.

progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense.

2.6 Date of Completion of work / job / project will be June 28, 2018.

Article III REMUNERATION

3.1 The cost offered by the Contractor is Rs. 440,698.87 (inclusive of all taxes) vide tender # CW/06/17-18. The cost is inclusive of labor / transportation / supplies / etc. The breakup is appended below

| S. No | Description | Qty | Amount (Rs.) |
|---------------------|---|-------|-----------------------|
| 1 | Fabrication and installation of Generator Shed as per Drawing Detailed for Shed Material are as per below: Pipe dia 4 " 14 Gauge MS. Plate 10mm, Base with Nut Bolt MS .Angle 2 " x 2 ", Thickness 1.5 Soot Stresses Inner Support 1" x 1", thickness 1.5 Soot G.I. Laminated Sheet 24 SWG – Corrugated Sheets, Wave Type Sheet overlap 6" Red oxide with Color (ICI / Burger or equivalent) – At least 2 cote Job includes complete fabrication, Installation and related civil works. Detailed drawing attached for reference. | 1 Job | 389,999.00 |
| Bid Amount | | | Rs. 389,999.00 |
| 13% SRB | | | Rs. 50,699.87 |
| Total Amount | | | Rs. 440,698.87 |

3.2 This Agreement includes, the "Fabrication & Fixing of Generator Shed", as per "IBA" requirement mentioned in Tender BoQ.

3.3 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Complete Measurement with Clearance Note / Certificate endorsed from Sr. Manager Operation & Maintenance is required before process of bill/invoice.

3.4 Advance Payment subject to Bank Guarantee.

3.5 Performance Security 10% of total amount of Work Order must be deposited to the IBA, Karachi. Security Deposit will be released after clearance of invoice which will be submit after completion of satisfactory work.

3.6 All Government taxes (including Income tax and stamp duty), levjes and charges will be charged as per applicable rates / denomination of Purchase / Work Order.

- 3.8 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 3.9 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by M/s Faisal Trading Corporation as per SRO/Notification.
- 3.10 A liquidity damages @ 2% per month, of the total agreed payment, of the total cost will be imposed in case of delayed delivery. Penalty will be imposed after 45 days subject to services by IBA before the starting date mentioned on the Work Order.
- 3.11 THE CONTRACTOR will provide minimum one supervisor with 4-5 workers at one site. Work start from external area first and complete after completion of external area complete internal area as identified by Maintenance dept. However, salary/wages/payment/remuneration etc to the manpower/labour/ workforce will be paid borne by the Contractor.
- 3.12 IBA will not pay any charges(s) regarding cartage / carriage / transportation / food / wages / accidental etc.

Article IV:
ARBITRATION

- 4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA and CEO of the "THE CONTRACTOR" for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to 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 V:
TERMINATION

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.
- 5.2 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.

Article VI:
INDEMNITY

- 6.1 "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 & works provided by "IBA" and any person claiming through the IBA.



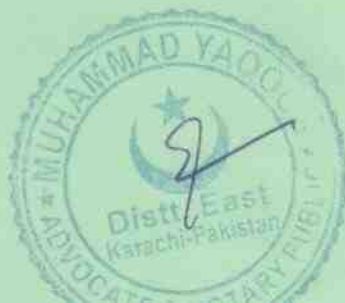
Article VIII
INTEGRITY PACT

- 8.1 Its intention not to obtain the 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).
- 8.2 Without limiting the generality of the forgoing the contractor/ manufacturer / supplier / distributor 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.
- 8.3 The contractor/ manufacturer/supplier/distributor 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.
- 8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, manufacturer/supplier/distributor 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 / company / firm / supplier / agency / service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.




MISCELLANEOUS

- 9.1 Works/job/project will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 9.2 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason. Over and above the Work Order if any alteration(s), arise charges will be paid on mutually agreed upon under the clause of Direct Contracting of SPPRA.
- 9.3 All staff must have CNIC and clearly mentioned to discourage work through child labor. IBA is no smoking zone. Life Insurance / Security of worker will be the responsibility of contractor. IBA will not be responsible for any mishap
- 9.4 Material / quantities of this order is subject to final inspection at the time of delivery and calculations by IBA Operation & Maintenance Department
- 9.5 IBA reserve the right to cancel any or all of the above items if work / material is not in accordance with our specifications or if the delivery is delayed
- 9.6 Competent Authority reserves the right to change / alter / remove any item or article reduce / enhance quantity without assigning any reason
- 9.7 No subletting in any case / items / form will be allowed
- 9.8 That upon termination of this agreement the contractor shall be permitted to remove all its devices and equipment which may have been placed at premises from the time to time
- 9.9 All equipment, ladders / scaffoldings / platforms for any heights, plungers, brushes, application Rollers, buckets etc. will be brought by the contractors.
- 9.10 The contractor will responsible for taking all safety measures during working of his staff at any height / surfaces
- 9.11 All surfaces where work was carried out required to be cleaned from stains through related equipment / tools / materials etc.
- 9.12 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.
- 9.13 The validity of the contract will be effective from the date of issue of Work Order.
- 9.14 All terms and conditions of Purchase Order will be the integral part of this agreement and can't be revoked.
- 9.15 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.



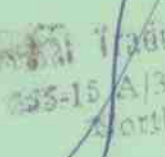
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IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.


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

CNIC # _____


Address:
General Manager Administration
Institute of Business Administration
Main Campus, University Road, Karachi


Faisal Trading Corporation
655-15 A/3, Buffer Zone
North Karachi
M/s. Faisal Trading Corporation
Name: M. Nazir Khan

CNIC # _____


Address:
Proprietor
R-68, Hina Banglows, Block-19,
Gulistan-e-Jouhar Karachi

WITNESS:

1. 
M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan

CNIC #: _____

Address: _____

2. 
Muhammad Waseen

CNIC #: 4281-6226606-9

Address: 26A AL-Mujeeb
Garden Model Colony
Karachi

