



Muhammad Arshad Chohan Stamp Vendor

L. No. 27, Seat No 3.

10 APR 2017

AGREEMENT

RUPEES TWO THOUSAND ONLY

S.No. 39401

ISSUED AT KARACHI

THIS AGREEMENT is executed at KARACHI, on this day April 11 2017.

PURPOSE

VALUE (Rs. 2000/-)

STAMP VENDOR'S SIGNATURE

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 Hamza T Contractor & General Order Supplier, having its office at Government Teacher Housing Scheme C-18, Karachi, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Tanweer, holding CNIC No. 42000-5301528-9 on the SECOND PART.

WHEREAS "IBA" intends to Provide, Supply & Applying Anti-Fungal Paints on IBA Aman Tower related jobs/works as assigned in accordance to the tender vide # CW/05/16-17 at the cost of Rs.666,924.70 Inclusive all taxes. The basis with the works/jobs of items as per tender vide # CW/05/16-17 (IBA requirement) discussions in respect of the same as per determination of scope of works will be held with Sr. Manager Administration, City Campus & Sr. Manager Purchase & 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.

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 & Services" in respect of the same with "IBA" as per the



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30 MAR 2017

RUPEES THREE HUNDRED ONLY

City Govt. Karachi

S.No. 38829 Date ANWAR AHMED

Article I:

DUTIES & SCOPE OF WORK & AGREEMENT

ISSUED TO WITH ADDRESS Log: 315516

THROUGH TO WITH ADDRESS

PURPOSE 1.1 This Agreement includes, the "services & 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".

VALUE (ATTACHED) STAMP VENDOR'S SIGNATURE

- 1.2 "THE CONTRACTOR" agrees to provide any/all kind of services related to execution of work/job to "IBA" whenever and wherever is required as per the terms & conditions of this Agreement.
- 1.3 "THE CONTRACTOR" will coordinate for required/assigned works/jobs/project with Sr. Manager Administration, City Campus and Sr. Manager Purchase & 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 Administration and Sr. Manager Purchase & 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 Provide, Supply & Applying Anti-Fungal Paints on IBA Aman Tower, as assigned in accordance to the tender vide # CW/05/16-17.
- 1.8 Entry & Endorsement in Measurement Book for all jobs done is mandatory. The Measurement Book is to be countersigned by Maintenance Supervisor on each occurrence / daily basis.

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 Work Order.
- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Administration, City Campus and Sr. Manager Purchase & Stores "IBA" as & when required.
- 2.3 Physical inspection will be carried out by IBA authority. Ordered material is subject to final inspection at the time of delivery.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 Sr. Manager Administration, City Campus 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 Administration, City Campus and Sr. Manager Purchase & Store. Ordered material / paints is subjected to final inspection at the time of delivery at Aman Tower validated by delivery challan by concern authorized dealer.
- 2.6 The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in 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.

Article III **REMUNERATION**

- 3.1 The cost offered by the Contractor is Rs. 666,924.70 (inclusive of all taxes) vide tender # CW/05/16-17.
- 3.2 This Agreement includes, the "Provide, Supply & Applying Anti-Fungal Paints on IBA Aman Tower", as per "IBA" requirement mentioned in Tender BoQ.

S#	Description of Items	Approx Qty	Quoted Brand	Quoted Code & Specification	Rates (Rs.)	Amount (Rs.)
1	Emulsion Paint 1 x Coat Fenomastic Emulsion Primer Brand: Jotun	20696.949 Sq.ft approx.	Jotun	As mentioned in description	11.00	227,666.44
2	Hygiene Emulsion Silk Dove Grey 0117, Stone 0555, Morning Fog 9918, Snow White 5001 2 x Coat Fenomastic Hygiene Emulsion Silk Brand: Jotun	2096.995 Sq.ft approx.	Jotun	As mentioned in description	15.00	31,454.93
3	Hygiene Emulsion Silk B Base, Orange Zest 1460 2 x Coat Fenomastic Hygiene Emulsion Silk Brand: Jotun	17824.456 Sq.ft approx.	Jotun	As mentioned in description	15.00	267,366.84
4	Hygiene Emulsion Silk C Base, Royal Blue 4224 2 x Coat Fenomastic Hygiene Emulsion Silk Brand: Jotun	1048.5 Sq.ft approx.	Jotun	As mentioned in description	15.00	15,727.50
Total			Rs542,215.70			
Taxes			Rs.54,221+Rs.70,488			
Total Amount			Rs666,924.70			

3.3 Maximum 10% Water Dilution for Primer and Top Coats.

3.4 Sanding & Cleaning of All Effected Surfaces.

3.5 Base Single Coat of Water Based Acrylic Primer.

3.6 Application Two Coats of "Fenomastic hygiene Anit Fungus Paint".

3.7 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Clearance Note / Certificate from Sr. Manager Administration, City Campus and Sr. Manager Purchase & Stores is required before process of bill/invoice.

3.8 Project Department reserve the right to cancel/amend; increase or decrease quantities under scope of work for different headings.

- 3.12 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.
- 3.13 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- 3.14 Stamp duty 0.35% for Services against total value of Work Order will be levied accordingly.
- 3.15 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 3.16 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by M/s Faisal Trading Corporation as per SRO/Notification.
- 3.17 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 07 days subject to services by IBA before the starting date mentioned on the Work Order.
- 3.91 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 damages the reputation, quality or the

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.

Article IX:
MISCELLANEOUS

- 8.1 Works/job/project will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 8.2 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.
- 8.3 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
- 8.4 Material / quantities of this order is subject to final inspection at the time of delivery and calculations by IBA Maintenance / Project Department

8.7 No subletting in any case / items / form will be allowed

8.8 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

8.9 All equipment, ladders / scaffoldings / platforms for any heights, plungers, brushes, application Rollers, buckets etc. will be brought by the contractors.

8.10 The contractor will responsible for taking all safety measures during working of his staff at any height / surfaces

8.11 All surfaces where work was carried out required to be cleaned from stains through related equipment / tools / materials etc.

8.12 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.

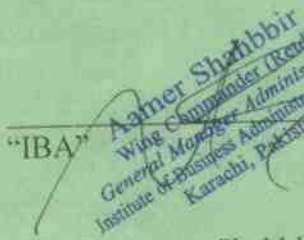
8.13 The validity of the contract will be effective from the date of issue of Work Order.

8.14 All terms and conditions of tender vide # CW/05/16-17 will be the integral part of this agreement and can't be revoked.

8.15 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.

8.16 Entry & Endorsement in Measurement Book for all jobs done is mandatory. The Measurement Book is to be countersigned by Maintenance Supervisor on each occurrence / daily basis.

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" Aamer Shabbir
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA)
Karachi, Pakistan

NAME: Aamer Shabbir Khan

CNIC # _____

Address:
G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi

1. 

M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration

Karachi-Pakistan

CNIC # _____

Address: _____


M/s Hamza T Contractor & General
Order Supplier

NAME: Tanweer

CNIC # 42000-5301528-9

Address:
Government Teacher Housing Scheme,
C-18 Karachi

2. 

H # 99/2 Area 1-D

Lenchi No 1 Kovalu

CNIC# _____

Address: _____