



CAMP OFFICE CITY COURT, KARACHI
Issued to S. Wajid Ali Akh
NIC/Company Card No. 42201-0668871-3
Vide D.S.R. No. 7 dated 12-8-16
On behalf of challan No: 32 Dt. 12-8-16
For the purpose of G.P.
Date: 7 Dated 12-8-16

(RUPEES FIVE THOUSAND ONLY)



AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day of 12th August, 2016.

BETWEEN

M/s Institute of Business Administration, 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 New Tawakkal Fabricator, having its office at Usmania Colony Near Fancy Lamcy Lawn, Karachi, hereinafter referred to as "THE FABRICATOR" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Faizan Jamal, holding CNIC No. 42101-3184129-7, on the SECOND PART.

WHEREAS "IBA" intends to obtain Metal Signage on Aman Tower vide tender # Maint/02/15-16 to Fabrication, Installation & Startup of Metal Signage (IBA requirement) discussions in respect of the same before the determination of scope of work which shall be held with "IBA" as "Metal Signage" and "THE FABRICATOR" have

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

WITNESSETH

"IBA" hereby offer to appoint "THE FABRICATOR" as their official FABRICATOR for the specific purpose of "Fabrication, Installation & Startup of Metal Signage" discussions in respect of the same with "IBA" before the determination of Scope of Fabrication, Installation & Startup of Metal Signage. "THE FABRICATOR" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I:

DUTIES & SCOPE OF WORKS & AGREEMENT

1.1 This Agreement includes, the "Fabrication, Installation & Startup of Metal Signage", as per "IBA" requirement mentioned in Tender BoQ.

Sr #	Description	Qty
1	<p>LED Sign Development of IBA & AMAN Foundation Logos on Aman Tower Building (Fabrication, Installation and Startup)</p> <p>Structure of a Square as per Brand Manual sharp color and 18 gauge sheet, ALUCOBOND Fedsal Company with 10 years guarantee, 12MM Acrylic Letter Sheet, 3" Wall, Grey MS Sheet Letter base in 22 gauge.</p> <p>Signage will be illuminate with LED Samsung Lights with Two years warrantee including adaptor and timer. Works including installation and fabrication as whole.</p> <p>Logo Box Size : 12ft x 12ft</p> <p>IBA Box Color: Sharp Red</p> <p>Note:</p> <p>Shape & Color of alphabets & figures will be in accordance to IBA & AMAN Foundation Brand Manual.</p> <p>(As per design color picture is attached for ready reference)</p>	1 Job
2	<p>LED Sign Development of IBA & AMAN Foundation Logos on Aman Tower Building (Fabrication, Installation and Startup)</p> <p>Structure of a Rectangle as per Brand Manual sharp colors and 18 gauge sheet, ALUCOBOND Fedsal Company with 10 years guarantee, 12MM Acrylic Letter Sheet, 3" Wall, Grey MS Sheet Letter base in 22 gauge.</p> <p>Signage will be illuminate with LED Samsung Lights with Two years warrantee including adaptor and timer. Works including installation and fabrication as whole.</p> <p>Logo Box Size : 12ft x 18ft</p> <p>Aman Foundation Box Color: Brand Colors and Logo contents are in White Color</p>	1 Job



- 1.2 "FABRICATOR" agrees to provide item to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "FABRICATOR" will coordinate with Senior person from Project Department, of the "IBA" who will assist "FABRICATOR" in supervision of proposed supply.

Article II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "FABRICATOR" hereby agreed and acknowledge for the periodic supervision of the supply and to check the delivery of Supplies in accordance with the Description & Specification.
- 2.2 "FABRICATOR" hereby agreed and acknowledge the acceptance of attending the meetings with the Manager Purchase & Stores, Manager Maintenance & Operations & Senior Person from Project Department "IBA" as & when required.
- 2.3 "THE FABRICATOR" hereby agrees to accept variation, if occurred, in scope of professional services and supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Thirty (30) days after approval of Sample(s) will be required to fabricate the Metal Signage on Aman Tower at THE FABRICATOR'S expense.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 Life Insurance/Security of worker will be the responsibility of fabricator. IBA, will not be responsible of any mishap.
- 2.7 ONE year comprehensive/complete repair & maintenance warranty & guarantee of exterior signage should be undertaken by manufacturers / fabricators / contractors.
- 2.8 FABRICATOR submit shop drawing showing installation detail including sectional detail of all elements for the approval prior issuance of Work Order.
- 2.9 "THE SUPPLIERS", will provide all required / necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the work of Fabrication, Installation & Startup of Metal Signage at the cost/charges amount offered in the tender vide # Maint/02/15-16.

Article III REMUNERATION

- 3.1 The cost offered by THE FABRICATOR is Rs. 1,095,120.00 (inclusive of all taxes) Fabrication, Installation & Startup of Metal Signage on Aman Tower limited to in



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- 3.2 Liquidity damages @ 2% per month, for which the M/s New Tawakkal Fabricator failed to deliver, fabrication, installation & startup of metal signage execution, period and maximum upto 10% of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 20 days subject to final proof sample material handed over by FABRICATOR to IBA before the starting date mentioned on the Work Order. Supplies will be deemed completed in finished form as per specification
- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.4 Performance Security 10% of total amount of Purchase Order will be provided by the party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / purchase order will be deposited in Government treasury by THE FABRICATOR. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by FABRICATOR as per SRO/Notification.

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, Mr. Faizan Jamal of the fabricator 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.

Article VI:
INDEMNITY

- 6.1 "THE FABRICATOR" 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 FABRICATOR", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE FABRICATOR" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.



Article VIII:
INTEGRITY PACT

- 8.1 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).
- 8.2 Without limiting the generality of the forgoing the M/s New Tawakkal Fabricator, 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 M/s New Tawakkal Fabricator 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, M/s new Tawakkal Fabricator 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 New Tawakkal Fabricator 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

- 9.1 Any addition(s) & or alteration(s) made in the contents of BoQ as required by the contractor on proof sample or in course of the supplies in progress which entail extra time & labor and material on part of the fabrication, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE(S) if any additional(s) & or alteration(s), arise charges will be paid on mutually agreed upon.
- 9.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 9.3 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.



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: Capt. (Retd.) Ahmed Zaheer PN

CNIC # _____

Address: _____

Registrar, Institute of Business
Administration Main Campus

University Road, Karachi

WITNESS:

1. _____

M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration

CNIC # Karachi-Pakistan

Address: _____

CEO, M/s New Tawakkal Fabricator

NAME: FAIZAN JAMAL

CNIC # 42101-3184129-7

Address: _____

Address: Usmania Colony, Near
Fancy Lamcy Lawn, Karachi

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CNIC # _____

Address: _____

