



SHAHID SALEEM Stamp Vendor
Licence No. 56, Shop No. 1, Karim Plaza,
Gulshan-e-Iqbal, Block-14, Karachi

25 MAR 2019

115272

S.N.O. DATE
Issued To With Address
Through With Address
Purpose
Value Rs.
Stamp Vendor's Signature
Not For Use Free Will & Diverge Deed
Document No. 235

RUPEES ONE THOUSAND ONLY

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day March..29..., 2019.

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 S. M. Saeed & Brothers, having its office at # S. 10, Noman Arcade Block-14, Gulshan-e-Iqbal, Karachi, hereinafter referred to as "SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. S. M. Saeed, holding CNIC No. 42000-0514292-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Removal and Applying of New Silicon on Aluminum Structure Works related jobs/works as assigned in accordance to the tender vide # CW/09/18-19 at the cost of **Rs.542,400.00 Inclusive all taxes**. The basis with the works/jobs of items as per tender vide # CW/09/18-19 (IBA requirement) discussions in respect of the same as per determination of scope of works will be held with Sr. Manager General 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.

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



FAMRAN NEHAL STAMP VENDOR

License No. 152, Shop No. 1, Gaudour Arcan
11-T, North Karachi

47895

S.No. DATE

Issued To With Address
Through With Address **Muhammad Sabar**

Purpose Advocate

Value Rs Attested **Letter No 2358**

Stamp Vendor's Signature

Not For Use Free Will & Divorce Deed

Vendor Not Responsible Any Fake Document

25 MAR 2019

RUPEES FIVE HUNDRED ONLY

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 determination of scope of works/jobs on suitable scale with any/all other relevant details for Removal and Applying of New Silicon on Aluminum Structure. "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/09/18-19 would be integral part of this agreement.

Article I:

DUTIES & SCOPE OF WORK AND AGREEMENT

- 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".
- 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 General 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 Administration and Sr. Manager Procurement & Stores.



RUPEES FOUR HUNDRED ONLY

KAMRAN NEHAL STAMP VENDOR
Licence No. 152, Shop No 1, Glamour Arcade
Sector 11-I, North Karachi
47636
S.No. DATE
Issued To With Address 2-2-MAR-2019
Through With Address
Purpose
Value Rs.
Stamp Vendor's Signature
Not For Use Free Will & Divorce Decree
Vendor Not Responsible Any Fake Documentation

- 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 & Fixing of Aluminum Works, as assigned in accordance to the tender vide # CW/09/18-19.
- 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.
- 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 Procurement & Stores. No verbal instruction(s) / order(s) will consider valid.

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 mentioned in BoQ vide Tender # CW/09/18-19.
- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Administration and Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 Date of Completion of work/job/project is 30 working days from the issuance of Work Order.
- 2.4 Physical inspection will be carried out by IBA authority. Ordered material is subject to final inspection at the time of delivery.

- 2.1 All staff must have CNIC and clearly mentioned to discourage work through child labor.

Article III
REMUNERATION

- 3.1 The cost offered by the Contractor is Rs. 542,400.00 (inclusive of all taxes) vide tender # CW/09/18-19.
- 3.2 This Agreement includes, the “Removal and Applying of New Silicon on Aluminum Structure”, as per “IBA” requirement mentioned in Tender BoQ.

S. #	Description	Qty	Rates	Amount (Rupees)
1	The job includes: <ul style="list-style-type: none">Removing old / ruptured Silicon from aluminum fittings/structure of glass curtain wallsProviding and applying new silicon on aluminum fitting/structure joints glass curtain wall joints and free spaces between glass as per manufacturer recommendation The cost includes (building height up to 25 meters with slope): <ul style="list-style-type: none">Labor ;Scaffolding ;Portable stairs ;Any other tools or equipment; Silicon Seka German Warranty: 1 year warranty	1 Job	Rs. 480,000/-	Rs.480,000/-
Total				Rs.480,000/-
SST				Rs.62,400/-
Total Amount				Rs.542,400/-

Note: The firm (M/s. S.M. Saeed & Brothers) is not responsible of any damage during the execution of work.

- 3.3 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Clearance Note / Certificate from Sr. Manager Administration and Sr. Manager Procurement & Stores is required before process of bill/invoice.
- 3.4 Advance Payment subject to Bank Guarantee.
- 3.5 Performance Security 5% 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), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- 3.7 Stamp duty 0.35% for Services against total value of Work Order will be levied accordingly.
- 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 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 07 days subject to services by IBA before the starting date mentioned on the Work Order.

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.

8.4 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.

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

8.6 All terms and conditions of tender vide # CW/09/18-19 will be the integral part of this agreement and can't be revoked.

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

8.8 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.

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:
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. SAEED & BROTHERS
Government Contractor & Supplier
PTCL Approved Contractor
Office S-10, Noman Arcade

CNIC # _____

Address:
S-10, Noman Arcade,
Block-14, Gulshan-e-Iqbal, Karachi

2. _____

Hammad Saeed
CNIC# 42101-5663940-1

Address: S-10 Noman Arcade,
Block-14, Gulshan-e-Iqbal Khi.