

04-06-18

JAMIL AKHTAR SHAIKH STAMP VENDOR  
Licence No. 12, Ghaziabad, Block M  
Sector 11, Orangi Town Karachi

04 JUN 2018

SL No. 1075 DATED

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

VALUED RS. 1000 ATTACHED

STAMP VENDOR'S SIGNATURE

NOT ISSUED FOR FREE WILL

HULAM SARWAR ADVOCATE  
NO. 177

(RUPEES ONE THOUSAND ONLY)

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day June 14 of 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 Professional Engineers & Associates, having its office at 36-B/1, Ground Floor, Kh-e-Sehar, Ph-VI, DHA, 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. Mubashir Hussain, holding CNIC No. \_\_\_\_\_ on the SECOND PART.

WHEREAS "IBA" intends to Painting Works related jobs/works as assigned in accordance to the tender vide # CW/12/17-18 at the cost of **Rs.447,480.00 Inclusive all taxes**. The basis with the works/jobs of items as per tender vide # CW/12/17-18 (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:





**JAMIL AKHTAR SHAIKH STAMP VENDOR**

Licence No. 12, Ghaziabad, Block M  
Sector 17, Grand Town Karachi

SL No. 10758 DATED 04 JUN 2018

ISSUED TO WITH ADDRESS GHULAM SARWAR ADVOCATE

THROUGH WITH ADDRESS L. NO. 177

VALUED RS. 500/- ATTACHED /

STAMP VENDOR'S SIGNATURE /

NOT ISSUED FOR FREE WILL

**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 painting works. "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/12/17-18 would be integral part of this agreement.

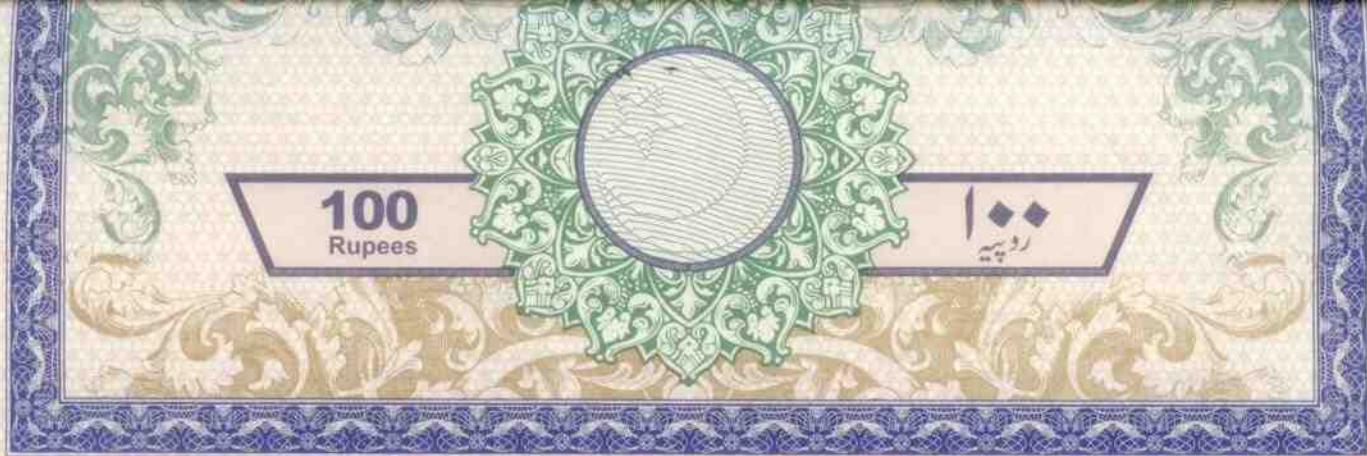
**Article I:**

**DUTIES & SCOPE OF WORK & 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". The description/BoQ is appended below:

| S.# | Description   | Qty         | Quoted Brand |
|-----|---|-------------|--------------|
| 1   | Providing and Applying <b>Weather shield Paint</b> at Textured or plain surfaces as per site requirements (ICI or equivalent) <b>minimum three coats</b> of approved shades to internal/external surfaces prepared smooth with sand paper, filling the depressions with relevant ICI or equivalent putty filling etc. complete in all respect as per assigned area or as instructed by Maintenance Department | 10000 sq.ft | ICI          |
| 2   | Providing and Applying <b>Distemper</b> at plain surfaces as per site requirements (ICI or equivalent) <b>minimum three coats</b> of approved shades to internal surfaces (Walls/Roofs) prepared smooth with sand paper, filling the depressions with relevant ICI or equivalent putty filling etc. complete in all respect as per assigned area or as instructed by Maintenance Department                   | 20000 sq.ft | ICI          |
| 3   | Providing and Applying <b>Enamel Paint</b> at surfaces (Doors/Windows) as per site requirements (ICI or equivalent) <b>minimum two coats</b> of approved shades to internal /external surfaces prepared smooth with sand paper, filling the depressions with relevant materials ICI or equivalent putty filling etc. complete in all respect as per assigned area or as                                       | 3000 sq.ft  | ICI          |





Muhammad Adeel Aml Stamp Vendor  
Licence No. 143 High Court of Sindh  
Karachi  
No. 55713 Date 22 MAY 2018  
Issued To With Address  
Through With Address  
PURPOSE  
Value Rs.  
Attested  
Signature

22 MAY 2018

- 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, equipment, 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 Manager General Maintenance and 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 Painting Works, as assigned in accordance to the tender vide # CW/12/17-18.
- 1.8 Completion of Work before June 29, 2018.
- 1.9 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.
- 1.10 The Contract will require to obtain Entry Pass of their employee / labour / manpower etc from IBA, Security Office.
- 1.11 Any alteration/deletion/addition will only be consider if provided in writing by Manager General Maintenance. No verbal instruction(s) / order(s) will consider valid.

- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager General Maintenance and Sr. Manager Procurement & 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 General 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 General Maintenance and Sr. Manager Procurement & Store. Ordered material / paints is subjected to final inspection at the time of delivery at IBA 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. 447,480.00 (inclusive of all taxes) vide tender # CW/12/17-18.
- 3.2 This Agreement includes, the "Painting Works", as per "IBA" requirement mentioned in Tender BoQ.

| S.# | Description   | Qty         | Quoted Brand | Rate (/ sq.ft) | Amount     |
|-----|---|-------------|--------------|----------------|------------|
| 1   | Providing and Applying <b>Weather shield Paint</b> at Textured or plain surfaces as per site requirements (ICI or equivalent) <b>minimum three coats</b> of approved shades to internal/external surfaces prepared smooth with sand paper, filling the depressions with relevant ICI or equivalent putty filling etc. complete in all respect as per assigned area or as instructed by Maintenance Department | 10000 sq.ft | ICI          | 14.00          | 140,000.00 |
| 2   | Providing and Applying <b>Distemper</b> at plain surfaces as per site requirements (ICI or equivalent) <b>minimum three coats</b> of approved shades to internal surfaces(Walls/Roofs) prepared smooth with sand paper, filling the depressions with relevant ICI or equivalent putty filling etc. complete in all respect as per assigned area or as instructed by Maintenance Department                    | 20000 sq.ft | ICI          | 11.00          | 220,000.00 |



|  |  |  |                    |                |
|--|--|--|--------------------|----------------|
| materials ICI or equivalent putty filling etc. complete in all respect as per assigned area or as instructed by Maintenance Department |  |  |                    |                |
|  |  |  | <b>Total</b>       | Rs. 396,000.00 |
|  |  |  | <b>13% SST</b>     | Rs. 51,480.00  |
|  |  |  | <b>Grand Total</b> | Rs. 447,480.00 |

- 3.3 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Clearance Note / Certificate from Sr. Manager General Maintenance 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 by M/s Professional Engineers & Associates 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.
- 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.

any person claiming through IBA for 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 VII** **NOTICE**

- 7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

## **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.
- 8.3 All staff must have CNIC and clearly mentioned to discourage work through child

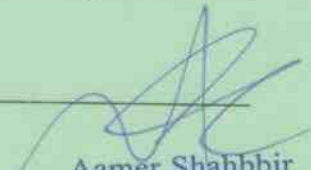
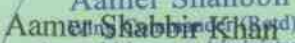


in accordance with our specifications or if the delivery is delayed

- 8.6 Competent Authority reserves the right to change / alter / remove any item or article reduce / enhance quantity without assigning any reason
- 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/12/17-18 will be the integral part of this agreement and can't be revoked.
- 8.12 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.
- 8.15 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.

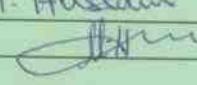
"IBA"

  
NAME: Aamer Shahbbir Khan  
CNIC #   
Address: General Manager Administration  
Institute of Business Administration  
Main Campus, University Road, Karachi

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

  
M/s Professional Engineers & Associates

NAME: Mubashir Hussain  
CNIC # 42201-7404024-9  
Address: 36-B/1, Ground Floor,  
Kh-e-Sehar, Ph-VI, DHA, Karachi

2. M. Hussain  
  
CNIC# 42201 053762493  
Address: 36 B/1, KH-SEHAR  
PH VI - DHA - KARACHI