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STAMP OFFICE CITY COURT, KARACHI WITNESSETH

Issued to Siddhartha Sharma
CNIC/LEG No. 6240789336
Vide D.S.R. No. 2248
On behalf of IBA
for the purpose of Water Boring Works with Commissioning.
Entry No. 313

"IBA" hereby offer to appoint "THE CONTRACTOR" as their official work executor for the specific purpose of "Water Boring Works with Commissioning" 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 Water Boring Works with Commissioning. "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/04/17-18 would be integral part of this agreement.

Officio Vendor Article I:
DUTIES & SCOPE OF WORK AND AGREEMENT

DUTIES & SCOPE OF WORK AND AGREEMENT

- 1.1 This Agreement includes, the "Water Boring Works with Commissioning", discussions with "IBA" as per determination of scope Water Boring Works with Commissioning, 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 Water Boring Works with Commissioning 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 Operations & 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 Operations & 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 Water Boring Works with Commissioning, as assigned in accordance to the tender vide # CW/04/17-18.

1.8 Entry & Endorsement in Measurement Book for all jobs done is mandatory. The



STAMP OFFICE CITY COURT, KARACHI

Issued to Sr. Manager Operations & Maintenance The Contractor will require to obtain Entry Pass of their employee/labour/manpower
CNIC/LEG No. 10 etc from IBA, Security Office.

Vide D.S.R. No. 10 Dt. 20-2-18

On behalf of Challan No. 10 Any alteration/deletion/addition will only be consider if provided in writing by
for the purpose of 318 Sr. Manager Operations & Maintenance. No verbal instruction(s) / order(s) will consider valid.

Entry No. 10 Dt. 20-2-18

(RUPEES ONE THOUSAND ONLY)

Article II

SCOPE OF PROFESSIONAL SERVICES & WORKS:

Ex Officio Tender

- 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/04/17-18.
- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Operations & Maintenance and Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 Date of Completion of work/job/project is March 30, 2018.
- 2.4 Physical inspection will be carried out by IBA authority. Ordered material is subject to final inspection at the time of delivery.
- 2.5 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. 1,450,000.00 (inclusive of all taxes) vide tender # CW/04/17-18.
- 3.2 This Agreement includes, the "Water Boring Works with Commissioning", as per "IBA" requirement mentioned in Tender BoQ.

M/s S. M. Saeed & Brothers				
S. #	Item Details	Qty	Unit Rate	Amount (Rs.)
	<u>Drilling</u>			



MAJID TALAL KHAN STAMP VENDOR

License No. 124, Shop No. S-7, Maymar Tower

Gulshan-e-Maymar operated Boring Machine

S. NO.	DATE	ISSUED TO WITH ADDRESS THROUGH WITH ADDRESS PURPOSE	NOT FOR USED BANK GUARANTY WITH VENDOR BUT RESPONSIBLE ANY FAKE DOCUMENT
1	15 FEB 2018	Bore Depth 400 feet	068379
2		Mild Steel Pipe, Cement, Sand with Installation with fitting For Base topping	
3		CASING	
		Size: 8"	
		Material : UPVC	
		Class : C	
		Brand : Total /Prince or equivalent	
4		GRAVEL	
		Marble Chips	
		As per required quantity	
		ACCESSORIES	
5		2 "HD. Polyethylene 100 (P.E) Pipe- In feet	
6		Stainless steel shilling wire 6mm -In feet	
7		Electric Flat Cable 6mm 3 core	
8		Motor control unit	
9		Dry level controller with cable	
10		Brass Union 2" Fabricated	
11		Installation with cartage	
12		PUMP	
		2 HP Pump (IMPO-TURKEY) or equivalent	
13		Installation with Testing and Commissioning	
Total Amount Inclusive all Taxes			

OFFICE SUPERINTENDING
Stamp Office, City Court
Karachi

(RUPEES FIFTY ONLY)

11.4 FEB 2018

Rs. 1,450,000.00

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 Purchase & Stores 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 Governmental (including Income tax and stamp duty) levies and charges

- 3.1 Stamp duty 0.35% for Water Boring Works with Commissioning against total value of Work Order will be levied accordingly.
- 3.2 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 3.3 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by M/s S. M. Saeed & Brothers as per SRO/Notification.
- 3.4 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 Water Boring Works with Commissioning 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 in the relevant SBD notified 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 Water Boring Works with Commissioning 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

8.2 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.

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/04/17-18 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 Operation & 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 Shahid 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 S. M. Saeed & Brothers

NAME: S. M. Saeed

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
Karachi.