



STAMP OFFICE CITY COURT, KARACHI

Issued to: Jamil Uddin Bufta

**AGREEMENT**

CNIC No: 42501-0126145-1

Building Rehabilitation Faculty Office Partition Work at NBP Building

Vide D.S.R. No: 26

10/6/22

Cable No: 337 THIS AGREEMENT is executed at KARACHI, on this day October 27, 2022.

for the purpose of: 26/12

Entry No: 26

10/6/22

**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 Arszar Engineering Syndicate**, having its **C-2004 Saima Pride Main Rashid Minhas Road Block 10-A, Gulshan-e-Iqbal, Karachi**, hereinafter referred to as "**CONTRACTOR**" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor **Mr. Arshad Wadood**, holding CNIC No. 42201-8856145-1 on the **SECOND PART**.

**WHEREAS** "IBA" intends to obtain works vide tender # CW/07/22-23 "Building Rehabilitation Faculty Office Partition Work at NBP Building" up to the entire satisfaction to the "IBA" who has accepted the offer in a 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 for the specific purpose of "Building Rehabilitation Faculty Office Partition Work at NBP Building" discussions in respect of the same with "IBA" before the determination of Scope of Building Rehabilitation Faculty Office Partition Work at NBP Building. "THE CONTRACTOR" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

**Article I****DUTIES & SCOPE OF SUPPLY AND AGREEMENT**





STAMP OFFICE THE GOVT. KARACHI

Issued to: Jam The Addition Buy  
CNIC No: 425010128172-4  
Date: 26/06/22  
On behalf of: 330  
for the purpose of: 8698

Entry No: 26  
1.2 "THE CONTRACTOR" agrees to provide any/all kind of Building Rehabilitation Faculty Office Partition Work at NBP Building to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 "THE CONTRACTOR" will coordinate their supply with Head of Procurement, of the "IBA" who will assist "THE CONTRACTOR" in supervision of proposed Building Rehabilitation Faculty Office Partition Work at NBP Building.

1.4 "THE CONTRACTOR" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.

1.5 "THE CONTRACTOR" is responsible for the safety of all its activities including protection of the environment on and off the site in accordance to the best international practices.

1.6 All logistic charges will be borne by "THE CONTRACTOR".

## Article II

### SCOPE OF PROFESSIONAL WORKS

2.1 "THE CONTRACTOR" hereby agree and acknowledge to Modifying Altering Works of Library Bookshelves in accordance with the Description & Specification.

2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.

2.3 Delivery on or before December 15, 2022.

2.4 All staff must have CNIC and clearly mentioned to discourage supply through child labor.

2.5 "THE CONTRACTOR", will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # CW/07/22-23.





STAMP OFFICE

Issued to: Jamil Uddin buy

CNIC/ID No: 26 07281428

Vide D.O. No: 26 10/6/22

On behalf of: 330

for the purpose: 10/6/22

Entry No: 26 10/6/22

1.1 This Agreement includes, the "Building Rehabilitation Faculty Office Partition Work at NBP Building" discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".

1.2 "THE CONTRACTOR" agrees to provide any/all kind of Building Rehabilitation Faculty Office Partition Work at NBP Building to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 "THE CONTRACTOR" will coordinate their supply with Head of Procurement, of the "IBA" who will assist "THE CONTRACTOR" in supervision of proposed Building Rehabilitation Faculty Office Partition Work at NBP Building.

1.4 "THE CONTRACTOR" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.

1.5 "THE CONTRACTOR" is responsible for the safety of all its activities including protection of the environment on and off the site in accordance to the best international practices.

1.6 All logistic charges will be borne by "THE CONTRACTOR".

## Article II

### SCOPE OF PROFESSIONAL WORKS

2.1 "THE CONTRACTOR" hereby agree and acknowledge to Modifying Altering Works of Library Bookshelves in accordance with the Description & Specification.

2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.

2.3 Delivery on or before December 15, 2022.

2.4 All staff must have CNIC and clearly mentioned to discourage supply through child labor.

2.5 "THE CONTRACTOR", will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # CW/07/22-23.



**Article III**  
**REMUNERATION**

- 3.1 The cost offered by THE CONTRACTOR is Rs.858,863.28 (inclusive of all taxes) Building Rehabilitation Faculty Office Partition Work at NBP Building vide tender # CW/07/22-23 variation may occurred. The cost is inclusive of labor / transportation / supplies / etc. Details of items are appended below;

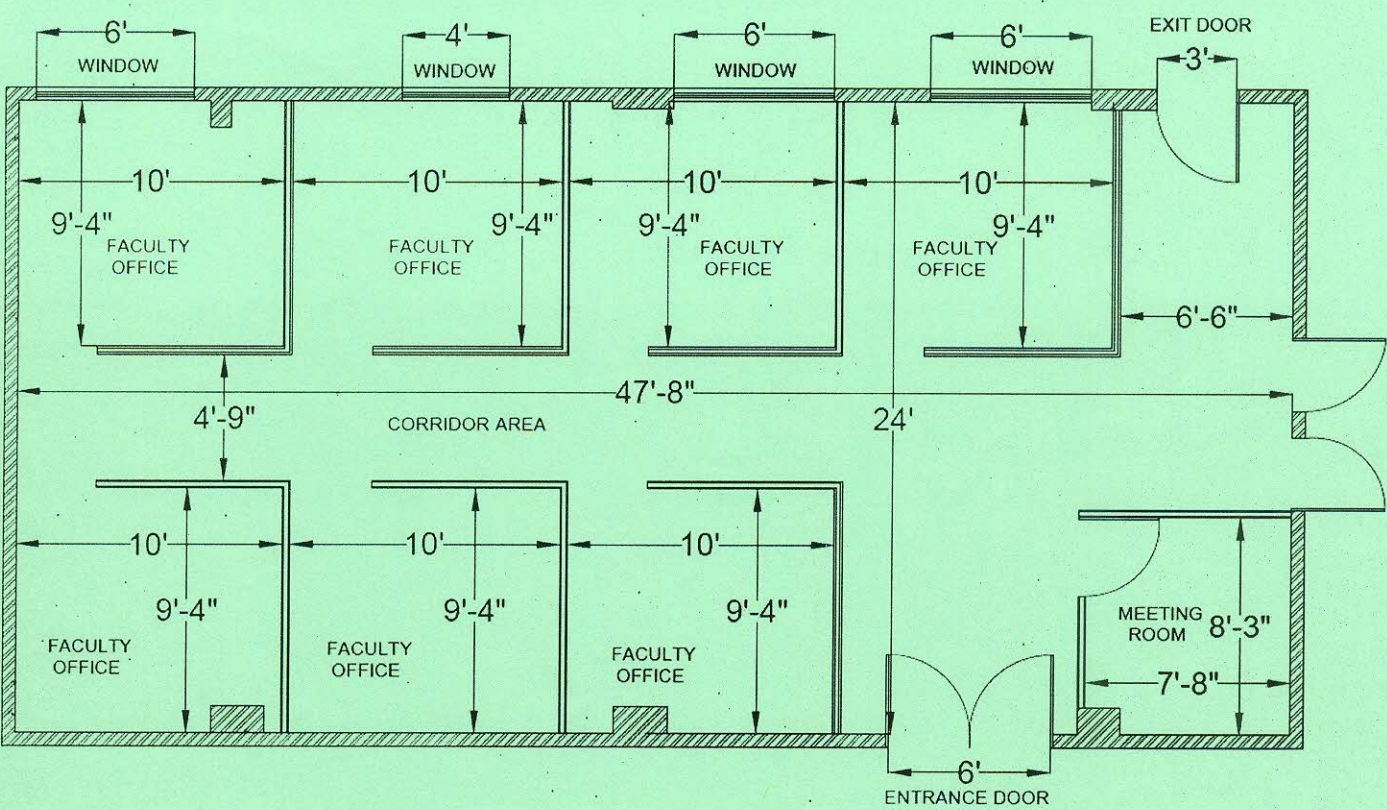
S. No.	Description	Unit	Quantity	Rate	Amount
	<b>LOW HT. HEIGHT Partition (Semi Glazed)</b> Providing and fixing in position partly glazed 4'-0" HT. Partition work as per drawing using partial wood frame work of 1 inch to 1.5 inch (thick) (horizontally and vertically) with 20 mm plywood sheets on both sides finished of approved shade and colour as shown in drawings. Item to include 5mm thick glass of 1'-0" height with frosted paper both sides and fitted with 1"-1.5" thick partial wood frame. All exposed wood surfaces to be finished wood polish of approved shades as directed including all necessary fittings/hardware and wood preservative paint etc. as per list of approved material and as approved by the Engineer Incharge complete in all respects.	Sft	700	Rs. 716.00	Rs. 501,200.00
2	<b>FULLY HEIGHT Partition (Semi Glazed)</b> Providing and fixing in position partly glazed 4'-0 " HT. full Partition work as per drawing using partial wood frame work of 1.5 inch to 2 inch (thick) (horizontally and vertically) with 20 mm plywood sheets on both sides finished of approved shade and colour as shown in drawings. Item to include 5mm thick glass of upto 4' height with frosted paper both sides and fitted with 1" to 1.5" thick partial wood frame. All exposed wood surfaces to be finished wood polish of approved shades as directed including all necessary fittings/hardware and wood preservative paint etc. as per list of approved material and as approved by the Engineer Incharge complete in all respects. (Note : In case of false ceiling, the vertical members to be fixed with pucca ceiling but the area of partition payable will be below the false ceiling only)	Sft	145	Rs. 716.00	Rs. 103,820.00
3	<b>FULLY GLAZED SWING SHUTTER DOOR ( 3'-0" X 7'-0" )</b> Providing and fixing 1-1/2 inch (38 mm ) thick best quality Partial wood swing shutter door fully glazed with glass panes 5mm (thick) partial wood beeding with putty packing to glasses with brass helical spring hinges, all hardware, locks, Door Closer of KHAS Brand or equivalent as required complete in all respect as directed by Engineer Incharge.	Sft	21	Rs. 716.00	Rs. 15,036.00
4	<b>LOW HEIGHT STORAGE UNITS</b>	Nos	7	Rs. 20,000.00	Rs. 140,000.00



(4'-0" x 1'-6" x 2'-1") Providing and fixing storage units of low height as per drawing. They shall consist of 20mm thk marine ply top, sides, bottom, shelves and shutters & 6mm thk marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & teak lipping finished with melamine with approved laminate on all the shutter edges. Division of the shutters shall be made equally according to the length of the storages (as approved by Engineer). All the external surfaces shall be finished with 1.0mm thk. Laminate of approved make. 18mm thk. marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts, and any necessary hardware items.				
Total Amount				Rs. 760,056.00
SST				Rs. 98,807.28
Total Amount with All Taxes				Rs. 858,863.28



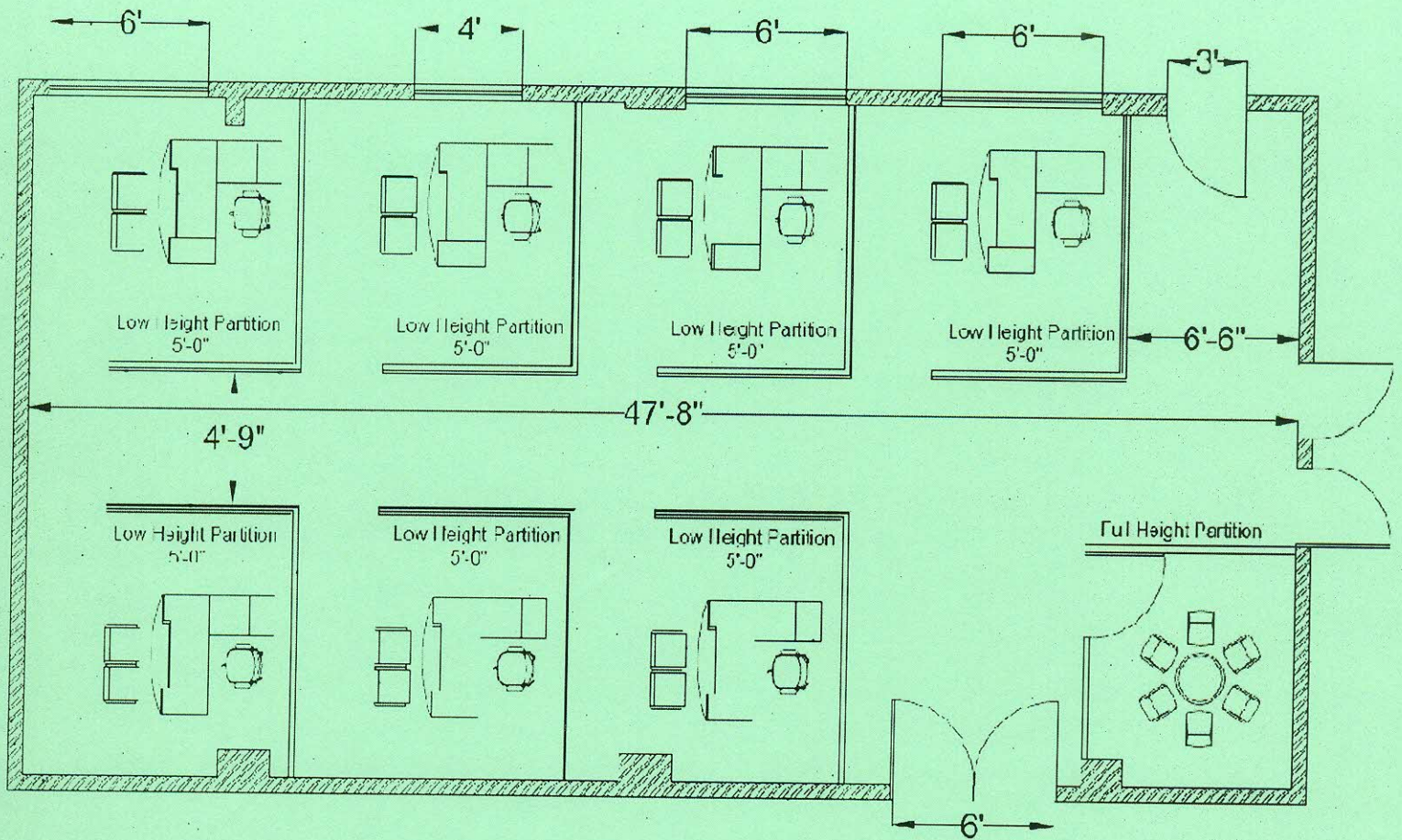
1. Drawing  
(a)NBP Faculty Offices



NBP FACULTY OFFICES



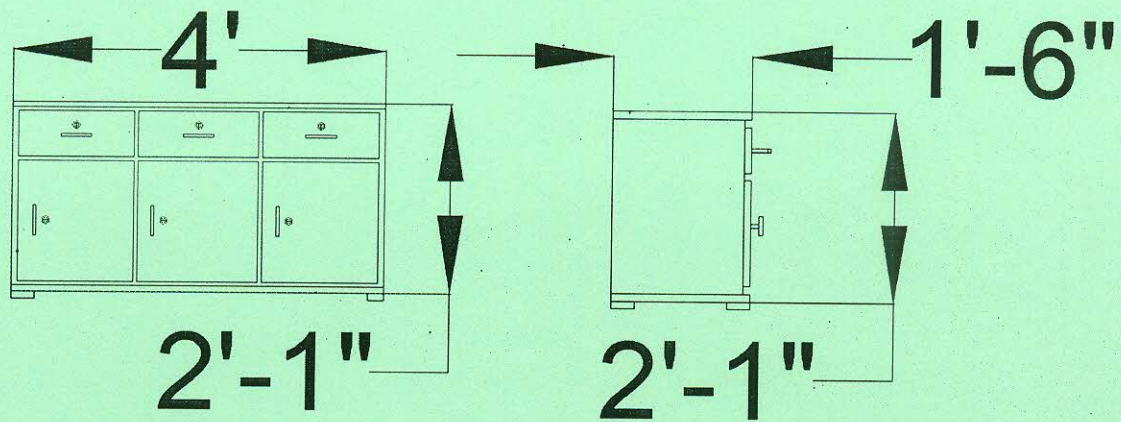
**(b) NBP Faculty Offices (Model)**



# NBP FACULTY OFFICES



### **(c) Faculty Office Cupboard**



## **FACULTY OFFICE CUPBOARD**

- 3.2 Liquidity damages 2% of the total amount will be imposed per month if THE CONTRACTOR failed to complete the work as per standard or in accordance to the supply. Work will be deemed complete in finished form as per specification with satisfactory note.
- 3.3 Before submission of invoice, CONTRACTOR must arrange the final inspection of complete Building Rehabilitation Faculty Office Partition Work at NBP Building.
- 3.4 Payment will be made after completion of work and submission of invoice.
- 3.5 Performance Security 5% of total amount of Work Order will be provided by the party.
- 3.6 Stamp Duty @ 0.35% of the cost of transaction / purchase order will be deposited in Government treasury by THE CONTRACTOR. This paid Stamp papers challan would be submitted along with the Bill / Invoice.
- 3.7 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by CONTRACTOR 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 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 any time after issuing a 30 day's notice.

## **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 services 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 The intention not to obtain the procurement 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 Arszar Engineering Syndicate, 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 Arszar Engineering Syndicate, 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 Arszar Engineering Syndicate, 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 Arszar Engineering Syndicate, as aforesaid for the purpose of obtaining or inducing procurement or other obligation or benefit in whatsoever from the IBA.



**Article IX**  
**SEVERABILITY**

- 9.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

**Article X**  
**MISCELLANEOUS**

- 10.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the supply in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 10.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 10.3 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.
- 10.4 The validity of the contract will be effective from the date of issue of Work Order.
- 10.5 All terms and conditions of tender vide # CW/07/22-23 will be the integral part of this agreement and can't be revoked.

**Article XI**  
**FORCE MAJURE**

- 11.1 THE CONTRACTOR shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of THE CONTRACTOR and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

**Article XII**  
**GENERAL CONDITIONS OF CONTRACT**

**12.1 Contract**

The IBA, Karachi will, after receipt of the performance security from the successful contractor send the Agreement provided in the Tender Document, to the successful contractor. Within seven working days of the receipts of such Agreement the contractor shall sign and date the contract and return it to the IBA, Karachi.

**12.2 Contract documents and information**

The contractor shall not, without the IBA, Karachi's prior written consent, make use of the Agreement, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the IBA, Karachi in connection herewith except for purposes of performing the Agreement or disclose the same to any person other than a person employed by the Agreement or in the performance of the Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.



### **12.3 Standards**

Building Rehabilitation Faculty Office Partition Work at NBP Building under this agreement shall conform the specs provided in the bidding document.

### **12.4 Patent Right**

The contractor shall indemnify and hold the department harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from any part thereof.

### **12.5 Price**

The contractor is bound to Building Rehabilitation Faculty Office Partition Work at NBP Building on the basis of approved rates vide tender # CW/07/22-23.

### **12.6 Contract Amendment**

The IBA, Karachi may, at any time, by written notice served on the contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all/ any with the percentage as prescribed in Work Order. The contractor shall not execute the change until and unless the IBA, Karachi has allowed the said change, by written order served on the contractor. The change, mutually agreed upon, shall constitute part of the obligations under this Agreement, and the provisions of the Agreement shall apply to the said Change. No variation in or modification in the Agreement shall be made, except by written amendment signed by both the IBA, Karachi and the contractor.

### **12.7 Assignment/ Sub Contract**

The contractor shall not assignor sub-contract its obligations under this Agreement, in whole or impart, except with the IBA, Karachi prior written consent. The contractor shall guarantee that any and all assignees or sub contractor of the Agreement shall, for performance of any part under the Agreement, comply fully with the terms and conditions of the Agreement applicable to such part of the Agreement

### **12.8 Liquidated Damages**

If the contractor fails/ delays in performance of any of the obligations, under the Agreement/ violates any of the provisions of the Agreement/ commits breach of any of the terms and conditions of the Agreement the IBA, Karachi may, without prejudice to any other right of action/ remedy it may have, deduct from the Agreement Price, as liquidated damages.

### **12.9 Blacklisting**

If the contractor fails/ delays in performance of any of the obligations, under the contract/ violates any of the provisions of the contract / commits breach of any of the terms and conditions of the contract the IBA, Karachi may, at any time, without prejudice to any other right of action it may have, black list the contractor, either indefinitely or for a stated period, for further tenders in public sector. If the contractor is found to have engaged in corrupt or fraudulent practices in competing for the without prejudice to any other right of action it may have, black list the contractor, either indefinitely or for a stated period, for further tenders in public sector.

### **12.10 Forfeiture of Performance Security**

If the contractor fails/ delays in performance of any of the obligations, under the Agreement/ violates any of the provisions of the contract / commits breach of any of the terms and conditions of the contract the IBA, Karachi may without prejudice to any other right of action it may have, forfeit performance security of the contractor. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that,



performance security amount will be forfeited and the contractor will not be allowed to participate in future tenders as well.

#### **12.11 Termination for Default**

If the contractor fails/ delays in performance of any of the obligations, under the Agreement/ violates any of the provisions of the Agreement / commits breach of any of the terms and conditions of the Agreement the IBA, Karachi may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Agreement indicate the nature of the default(s) and terminate the Agreement, in whole or in part, without any compensation to the contractor. Provided that the termination of the contract shall be resorted to only if the contractor does not cure its failure/ delay, within fifteen (15) working days (or such longer period as the IBA, Karachi may allow in writing), after receipt of the such notice.

#### **12.12 Termination of Insolvency**

If the contractor becomes bankrupt or otherwise insolvent, the IBA, Karachi, at anytime, without prejudice to any other right of action/ remedy it may have, by written notice served on the contractor, indicate the nature of the insolvency and terminate the Agreement, in whole or in part, without any compensation to the contractor.

#### **12.13 Termination for Convenience**

The IBA, Karachi may at any time by written notice served on the contractor to terminate the Agreement in whole or in part for its any compensation to the contractor.

#### **12.14 Force Majeure**

The contractor shall not be liable for liquidated damages, forfeiture of its performance security, blacklisting for future tenders, termination for default, if and to the extent his failure/ delay in performance/ discharge of obligations under the contract is the result of an event of force majeure. If a force majeure situation arises, the contractor shall, by written notice served on the IBA, Karachi indicating such condition and the cause thereof. Unless otherwise directed by the IBA, Karachi in writing, the contractor shall continue to perform under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **12.15 Taxes And Duties**

The contractor shall be entirely responsible for all the taxes, duties and other such levies imposed and shall make inquiries with the concerned authorities of Income Tax and Sindh Revenue Board.

#### **12.16 Agreement Cost**

The contractor shall bear all costs/ expenses associated with the preparation of this Agreement and the Procuring Agency shall in no case be responsible for those expenses.

#### **12.17 Extension in Time For Performance of Obligations Under The Agreement**

If the Agreement encounters conditions impeding timely performance of any of the obligations, under the contract, at any time, the contractor shall, by the written notice served on the IBA, Karachi promptly indicating the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the IBA, Karachi shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the contractor, extend the Agreement's time for performance of its obligations under the Agreement.




#### 12.18 Governing law and Jurisdiction

This Agreement shall be governed, construed and interpreted in accordance with the laws of Islamic Republic of Pakistan. The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Agreement.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.



**Dr. Mohammad Asad Ilyas**

Registrar

Former Chairperson Accounting & Law Department  
Institute of Business Administration (IBA),  
Karachi, Pakistan

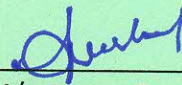
"IBA"

NAME: Dr. M. Asad Ilyas

CNIC # 42301-449722-9

Address:

Registrar Institute of Business  
Administration Main Campus  
University Road, Karachi



M/s Arsizar Engineering Syndicate

NAME: Arshad Wadood

CNIC # 42201-8856145-1

Address:

C-2004 Saima Pride Main Rashid  
Minhas Road Block 10-A,  
Gulshan-e-Iqbal, Karachi

#### WITNESS:

1.



"IBA"

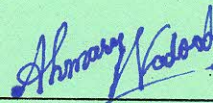
NAME: Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Head of Procurement  
Institute of Business  
Administration Main Campus  
University Road, Karachi

2.



M/s Arsizar Engineering Syndicate

NAME: M. Ahmar Wadood

CNIC # 42201-6853333-5

Address: C2 004 Saima Pride

Focal Person IBA

Kazi Muhammad Mazharuddin