

*Tender Fee: Rs.1000/-
(Non-Refundable)*

TENDER FORM

Tender # CW/16/19-20

Dismantling, Removing, Fixing & Painting Works at Aman Tower Cooling Unit

Date of Issue : January 21, 2020

Last Date of Submission : February 13, 2020 (3:00 PM)

Date of Opening of Tender : February 13, 2020 (3:30 PM)

Company Name: _____

NTN: _____

SRB / GST Registration Number: _____

Pay Order / Demand Draft # _____, Drawn on Bank _____

Amount of Rs. _____, Dated: _____

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1. Introduction

Dear Tenderer:

Thank you the interest you have shown in response to the IBA's advertisement which has floated in IBA & SSPRA websites and leading newspapers on January 21, 2020 "Dismantling, Removing, Fixing & Painting Works at Aman Tower Cooling Unit."

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA & several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools & the assessment & testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards & academic traditions it had inherited from Wharton & USC while adapting and adjusting them with the passage of time.

We expect to avail services/works/items of high standards meet our prime & basic specifications through this transaction.

Thank you.

-sd-
Registrar

2. Instructions

- i) All works shall be measured by standard instruments according to the rules.
- ii) Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- iii) Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- iv) Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- v) Tender(s) without Bid Security of required amount and prescribed form shall be rejected.
- vi) Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (a) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (b) In case of item rates, if there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- vii) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- viii) The Institute of Business Administration, Karachi (IBA) expects that aspirant contractor should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach required supporting document according to the requirement.

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- ix) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space please attach a paper & clearly mention item/column name or number etc that referred the column/item of the Tender Form.
- x) Tender Document can be collected from the Office of Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation, Building, IBA Main Campus, University Road, Karachi from January 21, 2020 to February 13, 2020 during working 9:00 am to 3:00 pm.
- xi) Last date for tender submission is February 13, 2020 upto 3:00 pm, at the Office of Sr. Manager Procurement & Stores, IBA Main Campus, University Road Karachi.
- xii) Site visit will be held on February 11, 2020 at IBA City Campus at 2:30pm with Sr. Manager Operations & Maintenance for understanding the exact nature of the job.
- xiii) Tender will be opened on February 13, 2020 on 3:30 pm at the Office of Sr. Manager Procurement & Stores, IBA Main Campus, University Road Karachi.
- xiv) Successful bidder should provide 7% Performance Security of total value of Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- xv) Please mention "Tender Number" at top left corner of the envelopes. IBA, Karachi may reject any bid subject to relevant provision of SPP Rules 2010 any may cancel the bidding Process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules.

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3. BIDDING DATA

- (a). **Name of Procuring Agency:** Institute of Business Administration, Karachi
- (b). **Brief Description of Works** Dismantling, Removing, Fixing & Painting Works
at Aman Tower Cooling Unit
- (c). **Procuring Agency's address:-**Main Campus, University Road, Karachi
- (d). **Amount of Bid Security:-** Bid Security of 5% of total amount/cost will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi
- (e). **Period of Bid Validity (days):-** Ninety Days
- (f). **Performance Security Deposit:-** Successful bidder should provide 7% Performance Security of total value of Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- (g). **Deadline for Submission of Bids along with time :-** The last date of submit the Tender Document in sealed envelope in February 13, 2020 by 3:00 pm in the Office of the Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation, Building, IBA Main Campus, University Road, Karachi. The Tender will be opened on same day at 3:30 pm in the presence of representatives who may care to attend.
- (h). **Venue, Time, and Date of Bid Opening:-** Tender will be opened on February 13, 2020 on 3:30 pm at Procurement Office, University Road, Karachi.
- (i). **Time for Completion from written order of commence:-** 90 days
- (j). **Liquidity damages:-** 2% liquidity damages of the total amount will be imposed per month for which the contractor failed to complete work within the execution period.
- (k). **Deposit Receipt No: Date: Amount:(in words and figures) Pay Order / Demand Draft**
....., Amount :Rs.....Drawn on Bank..... Dated.....

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4. Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Sr. Manager Operations & Maintenance & Sr. Manager Procurement & Stores. However BoQ and execution of work shall be performed with due approval. Failing such authorities the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. 2% liquidated damages of the total amount will be imposed per month for which the contractor failed to deliver within the execution period.

Clause – 3: Termination of the Contract.

“IBA” may terminate this contract if the job is not executed according to the requirement at anytime after issuing a 15 day’s notice. IBA reserve the right to accept or reject any or all contract(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

Clause 4: Possession of the Site and Claims for Compensation for Delay.

The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date.

The IBA, Karachi either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Sr. Manager Operations & Maintenance and initialed by the parties, the said specification being a part of the contract.

Clause–7: Payments. Complete Measurement with Clearance Note / Certificate endorsed from Sr. Manager Operations & Maintenance is required before submitting of bill/invoice in to Purchase & Stores Department. Payment will be made after completion of works/jobs/project and submission of bill/invoice,

Clause–8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Sr. Manager Operations & Maintenance and Sr. Manager Procurement & Stores may make payment on account of such items at such reduced rates as may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause–9: Issuance of Variation and Repeat Orders. Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(a) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data the IBA authorities may instruct the contractor to uncover and test any part of the works which he consider may have a defect due to use of unsound materials or unskill full workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(b) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

Clause–11: Inspection of Operations. Sr. Manager Operations & 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 Operations & Maintenance and Sr. Manager Procurement & Store. Ordered material / paints is subjected to final inspection at the time of delivery at Store validated by delivery challan by concern authorized dealer.

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Clause-12: Risks. 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 becomes 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.

Clause-13(a): Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-13(b): All staff must have CNIC and clearly mentioned to discourage work through child labor. IBA is no smoking zone. Life Insurance / Security of worker will be the responsibility of contractor. IBA will not be responsible for any mishap

Clause-14:Sub-contracting. The contractor shall not subcontract without the prior consent of Sr. Manager Operations & Maintenance any part of the works, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen.

Clause-15: Disputes. 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 G. M. Admin 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.

Clause-16: Site Clearance. On completion of the work, 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 will be required from Sr. Manager Operations & Maintenance and Sr. Manager Procurement & Stores.

Clause -17: Financial Assistance /Advance Payment.

(a) **Mobilization advance** is not allowed.

(b) **Advance Payment:** Advance Payment subject to Bank Guarantee.

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Clause–18: Performance Security. 7% Performance Security should be submitted in form of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi before award of work order. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.

Clause 19: Receiving/Acceptance of Work Order: The contractor will sign the copy of the Work Order as acknowledgement.

Clause–20: Place of Execution: As specified in the Work Order unless otherwise informed accordingly.

Clause–21: Quantity Delivered: Competent Authority reserves the right to remove any item.

Clause–22: Condition of Works: All works must meet in all respects with the BoQ of the Order and must be in good condition otherwise they will be liable to reject.

Clause – 23: Delivery of Works: All the works must be executed to the specified site of the IBA.

Clause – 24: Rejection of Works: We reserve the right to cancel any or all the items if works is not in accordance with our specification or if delayed occurred.

Clause – 25: Price / Rate/Charges/Cost: Rate / charges / cost must be quoted on Tender Form only and submitted in sealed envelope. The quoted rate/charges/cost will be final and no change will be accepted after opening of tenders, unless or otherwise if change in specs occurred.

Clause – 26: Bid Security: 5% Bid Security should be on Total Amount submitted/attached along with the tender form in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi.

Clause – 27: Rules, Regulations & Policies: All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.

Clause – 28: Government tax(es), levi(es) and charges(s): It will be charged at actual as per SRO.

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Clause – 29: Rights: IBA, Karachi may reject any bid subject to relevant provision of SPP Rules 2010 any may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules. IBA, also reserve the right to issue Work Order for any part of project to different lowest responsive bidders or issue Work Order for all the project to any lowest responsive bidder.

Clause – 30: Government tax(es), levi(es) and charges(s): All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.

Clause – 31: Stamp Duty: Stamp duty 0.35% for Services against total value of Work Order will be levied accordingly.

Clause – 35: Measurement Book: Entry & Endorsement in Measurement Book for all jobs completed is mandatory. The Measurement Book is to be countersigned by Sr. Manager Operations & Maintenance on each occurrence / daily basis.

Clause – 36: Blacklisted: Contractor is required to provide affidavit that the firm is not Black Listed from any of the government / semi government / private organization / firm /agencies / department etc.

Clause – 37: Submission of Bills/Invoices: Invoice/Bill(s), Measurement Book and Clearance Note with due endorsement of Sr. Manager Operations & Maintenance should be submitted to Procurement & Stores Department.

Clause-38: Warranty: 01 years warranty.

Clause-39: Completion Time: 3 months from issuance of Work Order.

Clause-40: Discourage Child Labor: All staff must have CNIC and clearly mentioned to discourage work through child labor.

Clause-41: Environmental Friendly Procedure: The Service Provider must ensure Environmental Friendly procedure of manufacturing and avoid the use of Toxic material.

Clause-42: Health Safety: The contractor is responsible for the safety of all its activities including protection of the life & environment on and off the site. IBA is no smoking zone. IBA will not be responsible for any mishap.

Clause-43: Insurance / Security: Life Insurance / Security of worker will be the responsibility of contractor.

Stamp & Signature

5. **BIDDER QUALIFICATION CRITERIA**

S. No	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Minimum 3 years of experience in relevant field.	
2	Last 3 years' financial statements minimum 6 million (per year) in terms of bank statement or financial statement.	
3	Service Providers must provide "Sales tax registration certificate both FBR and / or SRB" and NTN certificates at the time of submission of bid.	

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6.

Scope of Work / BoQ

Dismantling, Removing, Fixing & Painting Works at Aman Tower Cooling Unit

S.#	Description	Qty	Amount
1	Refurbishment of MS Structure for Chiller & Cooling Tower Unit at Aman Tower Scope of works: 1. Dismantling of railing of ladder and steps with Landing Platform. 2. Fabrication of new railing at site with GI pipe complete in all respect. 3. Painting of structure right side of platform with second coat of high build epoxy primer upto 130 microns and third coat of high build epoxy primer upto 250 microns complete in all respect. 4. Final painting of high build epoxy primer upto 130 microns and third coat of high build epoxy primer upto 250 microns complete in all respect. 5. Refurbishment of structure MS including vertical supports, horizontal platform with grating with pipes at left hand including sand blasting as per sa 2.5 profile and painting with first coat of epoxy primer upto 30 microns complete in all respect. 6. Refurbishment of structure MS including vertical supports, horizontal platform with grating of right side, with pipes including sand blasting as per sa 2.5 profile and painting with first coat of epoxy primer upto 30 microns. 7. Refurbishment of structure MS including vertical supports, horizontal platform with grating and pipes at back end of chiller including sand blasting as per sa 2.5 profile and painting with first coat of epoxy primer upto 30 microns complete in all respect. 8. Painting of ladder with platform and railing with first coat of epoxy primer upto 30 microns and second coat of high build epoxy primer upto 130 microns and third coat of high build epoxy primer upto 250 microns complete in all respect.	01 Job	
Total			
Prevailing SST			
Grand Total Amount			

Grand Total in Words: Rs. _____

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7. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the contractor;

M/s _____, The Contractor hereby declares that:

- (a) Its 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).
- (b) Without limiting the generality of the forgoing the contractor 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.
- (c) The contractor 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.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, contractor 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 as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Note:

This integrity pact is mandatory requirement other than auxiliary services / works.

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It is hereby certified that the terms and conditions have been read,
agreed upon and signed.

M/s _____

Contact Person: _____

Address _____

Tel # _____ Fax # _____

Mobile # _____ e-mail: _____

Stamp & Signature

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day ____ of 2020.

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, having its office at, 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, holding CNIC No. _____ on the SECOND PART.

WHEREAS “IBA” intends to Dismantling, Removing, Fixing & Painting Works at Aman Tower Cooling Unit and related jobs/works as assigned in accordance to the tender vide # CW/16/19-20 at the cost of **Rs..... Inclusive all taxes**. The basis with the works/jobs of items as per tender vide # CW/16/19-20 (IBA requirement) discussions in respect of the same as per determination of scope of works will be held with Sr. Manager Operations & 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:

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 paint 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/16/19-20 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 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, 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 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 Providing, Supplying & Applying Paints at Cooling Tower, as assigned in accordance to the tender vide # CW/16/19-20.
- 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 Operations & Maintenance. 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 Work Order.
- 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 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 Operations & 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 Operations & Maintenance and Sr. Manager Procurement & Stores. Ordered material / paints is subjected to final inspection at the time of delivery at Store 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.(inclusive of all taxes) vide tender # CW/16/19-20.
- 3.2 This Agreement includes, the “Painting Works at Aman Tower Cooling Unit”, as per “IBA” requirement mentioned in Tender BoQ.
- 3.3 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Complete Measurement with Clearance Note / Certificate endorsed from Sr. Manager Operations & Maintenance is required before process of bill/invoice.
- 3.4 Advance Payment subject to Bank Guarantee.
- 3.5 Performance Security 7% 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 Faisal Trading Corporation 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.

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 & 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 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 upon under the clause of Direct Contracting of SPPRA.

8.3 All staff must have CNIC and clearly mentioned to discourage work through child labor. IBA is no smoking zone. Life Insurance / Security of worker will be the responsibility of contractor. IBA will not be responsible for any mishap

8.4 Material / quantities of this order is subject to final inspection at the time of delivery and calculations by IBA Maintenance Department

8.5 IBA reserve the right to cancel any or all of the above items if work / material is not 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/08/19-20 will be the integral part of this agreement and can't be revoked.

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

8.16 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:
CNIC # _____

M/s
NAME:
CNIC # _____

Address: G. M. Admin, Institute of Business
Administration Main Campus
University Road, Karachi

1. _____

2. _____

CNIC # _____
Address: _____

CNIC# _____
Address: _____
