



SHAHID SALEEM Stamp Vendor
Licence No. 66, Shop No. 3 Karim Plaza
Gulshan-e-Iqbal Block 14, Karachi

10 JUN 2015

S.No. 173762
Issued To: ADAQAT ALI SIDDIQUI
Through: I.C. NO. 13353
Purpose: ADVANCE
Value: Rs. 1000/-
Stamp Vendor's Signature: [Signature]

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day 11 June of 2015.

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 Shakoor Construction Co., having its office at **5/2218, Shah Faisal Colony, 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 M. Saleem, holding CNIC No. 42201-0829850-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain Repair & Maintenance Works related to civil, mechanical, electrical, woodwork, painting, plumbing and other jobs/works as assigned in accordance to the re-tender vide # MISC/10/14-15 at the Bungalow # B-5, IBA Staff Town at the cost of **Rs.676,979.50 Inclusive all taxes**. The basis with the works/jobs of items as per re-tender vide # MISC/10/14-15 (IBA requirement) discussions in respect of the same as per determination of scope of works will be held with Manager General Maintenance & Manager Purchase & 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



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Purpose CN: 13353
Value Rs.
Stamp Vendor's Signature

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 repair & maintenance works of Bungalow # B-5, Staff Town. "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 re-tender document vide # MISC/10/14-15 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".
- 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 Manager General Maintenance and Manager Purchase & 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 vide # IBA-MC/PD/P&S/208/0165/2014-2015.

1.5 The Contractor shall be responsible to remove debris/sludge/garbage/waste



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S.NO....173751 Any additional work/job, if required / necessary etc over and above/extra the Work
Issued To With Address Order vide # IBA-MC/PD/P&S/208/ 0105 /2014-2015, will be executed on the
Through With Address basis of Variation Order.

Purpose

Value Rs.

Stamp Vendor's Signature,

Not For Used Bank Guaranty/Inv/Invoice
Vendor Not Responsible Any

1.7 Repair & Maintenance Works related to civil, mechanical, electrical, woodwork, painting, plumbing and other jobs/works as assigned in accordance to the re-tender vide # MISC/10/14-15 at the Bungalow # B-5, IBA Staff Town.

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

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 vide Work Order IBA-MC/PD/P&S/208/0105 /2014-2015.
- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Manager General Maintenance and Manager Purchase & Stores "IBA" as & when required.
- 2.3 Date of Completion of work/job/project is June/July 2015.
- 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.

- 3.1 The cost offered by the Contractor is Rs. 676,979.50 (inclusive of all taxes) vide tender # MISC/10/14-15.
- 3.2 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Clearance from Manager General Maintenance and Manager Purchase & Stores is required before process of bill/invoice.
- 3.3 Advance Payment subject to Bank Guarantee.
- 3.4 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.
- 3.5 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- 3.6 Stamp duty 0.3% for Services against total value of Work Order will be levied accordingly.
- 3.7 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 3.8 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by M/s Shakoor Construction Co. as per SRO/Notification.
- 3.9 A Penalty @ 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

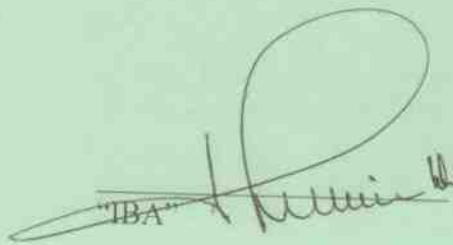
- 7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

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 / 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

- 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 vide # IBA-MC/PD/P&S/208/0105/2014-2015 if any alteration(s), arise charges will be paid on mutually agreed upon under the clause of Direct Contracting of SPPRA.
- 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 re-tender vide # MISC/10/14-15 will be the integral part of this agreement and can't be revoked.
- 8.4 Any additional work/job, if required / necessary etc over and above/extra the Work Order vide # IBA-MC/PD/P&S/208/0105/2014-2015, will be executed on the basis of Variation Order.
- 8.5 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: Capt. (Retd.) Arshad Zaheer PN
REGISTRAR
CNIC # Institute of Business Administration
Karachi, Pakistan

Address:

Registrar, Institute of Business
Administration Main Campus
University Road, Karachi

1. 
SOHAIL KHAN


M/s Shakoor Construction Co. 

NAME: M. Saleem

CNIC # 42201-0829850-5

Address: 5/2218,
Shah Faisal Colony,
Karachi

2. 
M. Saleem