



SADEEL AHMED BAYO
STAMP VENDOR

RUPEES ONE THOUSAND ONLY

837
-9 AUG 2018
City Council - E
Stamp Vendor Signature

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day October⁰⁸....., 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 Musheer & Sons, having its office at 1080, Block No. 20/R F. B. Area Karachi, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Zia-ul-Hassan, holding CNIC No. 441030303300-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain Staff Town Repair & Maintenance Works at D-20 related jobs/works as assigned in accordance to the tender vide # CW/02/18-19 at IBA Staff Town at the cost of **Rs.450,650.00 Inclusive all taxes**. The basis with the works/jobs of items as per tender vide # CW/02/18-19 (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:

determination of scope of works/jobs on suitable scale with any/all other relevant details for repair & maintenance works of IBA 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 tender document vide # CW/02/18-19 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 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, 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 General 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 Repair & Maintenance Works at Staff Town, as assigned in accordance to the tender vide # CW/02/18-19 at IBA Staff Town D-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 Manager General 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 BoQ vide Tender # CW/02/18-19.
- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Manager General Maintenance and Manager Procurement & Stores "IBA" as & when required.

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. 450,650.00 (inclusive of all taxes) vide tender # CW/02/18-19.
- 3.2 This Agreement includes, the "Staff Town Repair & Maintenance Works at D-20", as per "IBA" requirement mentioned in Tender BoQ.

		M/s.Musheer & Sons		
		Approx. Qty (s/ ft)	Rate	Amount
	A. MASONRY / PLASTER WORK			
S#	Place			
1	Plaster Repair Works Providing and applying at any height cement and sand plaster (1:6) to walls, roof, beams etc., making edges and corners including preparation of surface before plastering finishing curing etc complete in all respect (including cost of all usable instruments / equipment) (Actual Quantities as per site requirement)	900	45.00	40,500.00
2	Dismantling / demolition / removal of masonry works Dismantling / cutting / removal of existing masonry walls, floors / mosaics including wall chipping, partitions, false ceilings, including removal of debris from site and handing over IBA properties to IBA rep etc complete in all respect as per site requirements (Actual Quantities as per site requirement)	1100	25.00	27,500.00
Approximate Total				68,000.00

A. REPAIR RENOVATION OF KITCHEN				
S#	Detail of Work	Approx. Qty	Rates	Amount
1	Providing and fixing in position cabinets of the following types consisting of ¾ inch thick MDF laminated board boxing, tuff Formica finished shutters, Partial wood frames / lipping / beading, lacquer polish to wood surfaces including all hardware and accessories complete in all respect as per approved shade / color; drawing or as indicated by Maintenance Manager as per site requirements 1. Fixing of Doors with frame to structure 2. Hanging Cabinets 16 inch deep 24 inch high	30 S / ft 35 Sq ft	1,000.00	30,000.00 35,000.00

	costs of material / bonds grouting etc. complete in all respect as instructed by Maintenance Dept.			
3	Providing and fixing SS kitchen sink into marble slab (34x14) inch or in similar length x breadth) Stainless Steel, Matt Surface, double bowl including all accessories such uPVC waste pipe, coupling bracket set, and all joints to service and drains plugging and screwing as necessary to the structure complete in all respect as per site requirement or instructions of Maintenance Department.	1 JOB	3,500.00	6,525.00
4	Providing and fixing in position Marble slabs / counter tops as per size and exiting drawing with cuttings for hob and kitchen sink of given size (Tippy or equivalent) with 2 inch skirting pasted with chemical jelly / bond	30 sq ft (approx.) as per site req	314.00	9,425.00
5	Providing and fixing in Kitchen 1x kitchen hot / cold water mixtures local made high neck with brass spindles stainless steel chrome finish etc (basic price Rs 2,500/00 per set) including all joints to service / plugging and screwing as necessary to the structure complete in all respect as per site requirement or instructions of Maintenance Department.	1 JOB		2,200.00
Approximate Total			187,550.00	

A. REPAIR RENOVATION OF BATHROOMS				
S #	Detail of Work	Qty	Rate	Amount
1	Providing / Fixing Tiles (Imported China made Tiles basic price Rs 750/00 per sq meters) or equivalent Standard / Quality of size 10 x 13 in size above slabs and floors / walls including all costs of material / bonds grouting etc. complete in all respect as instructed by Maintenance Dept.	350 sq ft	172.00	60,200.00
2	Providing and fixing Western / English WC one piece type (of approved local high quality and color; basic price Rs 4000/00 per single piece) with commode seat, flush tank, including fittings, flushing pipe, thimble, making all joints to services and drains; plugging and screwing as necessary to the structure complete in all respect as per site requirement	1 JOB		8,500.00
2	Providing and fixing Asian WC one piece type (of approved local high quality and color; basic price Rs 4000/00 per single piece) with commode seat, flush tank, including fittings, flushing pipe, thimble, making all joints to services and drains; plugging and screwing as necessary to the structure complete in all respect as per site requirement	1 JOB		3,800.00

1	system including excavation preparation of smooth bed and back filling complete in all respect 1. 6 inch dia	50 r / ft	250.00	12,500.00
2	Making / arrangement sewer / water supply connection with existing main water / sewer line complete in all respect as necessary for making the connection to building / toilets / kitchen 1. 4 inch dia	30r /ft	150.00	4,500.00
Approximate Total			17,000.00	

A. REPAIR MAINTENACE OF NATURAL GAS LINE				
S#	Detail of Work	Approx. Qtty	Rate	Amount
1	Providing and fixing jointing GI pipe lines for Gas supply medium quality ILL. Including special sockets, tee, elbow, bend, reducer plug and union etc.) Supported on walls or suspended from roof slab, including protective coating or black tapping complete in all respect as per available drawing or as directed. 1. ½ inch dia pipe fittings	20 r /ft	90.00	1,800.00
2	Providing and fixing gas cocks of approved quality of gas company including all accessories complete in all respect 2. ½ inch dia	2 in nos	300.00	600.00
Approximate Total			2,400.00	

A. REPAIR AND MAINTENANCE OF MOSAIC FLOORS				
S#	Detail of Work	Approx. Qtty	Rate / sq ft	Amount
1	All House Mosaic Floor, repair / maintenance including grouting and Polishing Works complete in all respect	1300 sq ft	18.00	23,400.00
Approximate Total			23,400.00	
Grand Total Amount of A+B+C+D+E+F+G			Rs.450,650.00	

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.

- 3.6 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 K&B Enterprises 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 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 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.

Aamer Shabbir
"IBA" Wing Commander (Retd)
General Manager Administration
NAME: Aamer Shabbir Khan
Institute of Business Administration
Karachi, Pakistan
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 Musheer & Sons
NAME: Zia-ul-Hassan
CNIC # 441030308300-9
Address: _____
Address: 1080, Block No. 20/R F. B. Area
Karachi

2. Farhad Ahmed

CNIC# 4410318272737
Address: _____
