



AAMIR ALI STAMP VENDOR

Flat No. A-5, Lawry Road Plaza, Garden West, Karachi.

P. No. 38

S. No.

DATE: 29 MAR 2017

100790

DELIVER TO WITH ADDRESS  
THROUGH WITH ADDRESS  
PURCHASE, NOT FOR THE SERVICE OF  
VALUE AS  
STAMP VENDOR SIGNATURE

AMIR PASHA  
Advocate

29 MAR 2017

RUPEES THREE HUNDRED ONLY

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day April .....<sup>12</sup>....., 2017.

### 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 Faisal Trading Corporation, having its office at R-68, Hina Bungalows, Block-19, Gulistan-e-Jouhar 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 Mr. Muhammad Nazir Khan, holding CNIC No.42101-5254376-1 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Repair & Maintenance Civil Works at IBA Staff Town Housing Unit B-8 related jobs/works as assigned in accordance to the tender vide # CW/04/16-17 at IBA Staff Town at the cost of **Rs.988,608.00 Inclusive all taxes**. The basis with the works/jobs of items as per tender vide # CW/04/16-17 (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 the "IBA" having accepted the offer in finished form complete in all respect.





STAMP OFFICE CITY COURT, KARACHI.

Issued to Karim Hussain

CNIC No. 15610

Vide D.S.R. No. 7 Dt. 10.4.17

On behalf of challan No. 5.2 Dt. 10.4.17

for the purpose of 5.2

Entry No. 10/9/17

(RUPEES THREE THOUSAND ONLY)


**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 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/04/16-17 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.



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 Manager General Maintenance and Manager Purchase & 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/04/16-17 at IBA Staff Town B-8.

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/04/16-17.
- 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 May 31, 2017.
- 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. 988,608.00 (inclusive of all taxes) vide tender # CW/04/16-17.
- 3.2 This Agreement includes, the "Repair & Maintenance Works at IBA Staff Town B-8", as per "IBA" requirement mentioned in Tender BoQ.

Place	Approx. Qty (s/ ft)	Rate	Amount
1 <b>Plaster Repair Works</b> 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)	1000	Rs.46/-	Rs.46,000.00
2 <b>Dismantling / demolition / removal of masonry works</b> 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)	1200	Rs.26/-	Rs.31,200.00

#### REPAIR RENOVATION OF KITCHEN

S#	Detail of Work	Approx. Qty	Rate	Amount
1	<b>Providing and fixing in position cabinets</b> 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	22 r / ft	Rs.725/-	Rs.15,950.00
	2. Hanging Cabinets 16 inch deep 24 inch high	24 sq ft	Rs.1,065/-	Rs.25,560.00
2	<b>Providing / fixing Tiles</b> (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.	500 sq ft	Rs.210/-	Rs.105,000.00
3	<b>Providing and fixing SS kitchen sink</b> into marble slab (34x14) inch or in similar length x breadth) 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.	One	Rs.6,900/-	Rs.6,900.00
4	<b>Providing and fixing in position Marble slabs / counter tops</b> 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	25 x 2 sq ft (approx.) as per site req	Rs.448/-	Rs.22,400.00

ing and fixing in Kitchen	one	Rs.6,900/-	Rs.6,900.00
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.			

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.	500 sq ft	Rs.210/-	Rs.105,000.00
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	3	Rs.9,590/-	Rs.28,770.00
3	Providing and fixing Wash basin with pedestal (of approved local high quality and color; basic price Rs 2500/00 per single piece) all accessories such as basin mixture, tee stop cock with check nuts, CP, Flexible pipe, uPVC waste pipe, waste coupling bracket set, CP bottle trap and silicon sealant, all joints to services and drain, plugging and screwing as necessary to the structure etc, complete in all respect as per site requirement	3	Rs.10,400/-	Rs.31,200.00

4	<b>Providing and fixing in Bathrooms:</b> Providing and fixing bathroom sanitary sets with accessories including fixing with rowel plug of approved quality complete in all respect <ul style="list-style-type: none"> <li>3xBathroom Shower sets local made brass spindles (7 pieces) as per approved quality / color (basic price Rs 4,500/00 per set) complete in all respect plugging and screwing as necessary to the structure etc, complete in all respect as per site requirement</li> <li>3xbathroom accessories set (Plastic or SS) 7 pieces each as per approved quality / color (basic price</li> </ul>	3	Rs.14,900/-	Rs.44,700.00
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ing & fixing, jointing, testing of PPR pipe ing specials fittings such as hanging system, ket, tees, elbow, bends, reducers, plugs and unions c supported or buried in walls / floor or suspended from roof slab as per specification complete in all respect.			
1. ¾ inch dia	200 r / ft	Rs.170/-	Rs.34,000.00
2. 1 inch dia	200 r / ft	Rs.310/-	Rs.62,000.00

#### CARPENTRY JOBS (PROVIDING AND FIXING INCLUDING REPAIR JOBS)

S #	Detail of Work	Qty	Rate	Amount
1	Repair and maintenance of all existing doors / windows and Kitchen cabinets including scrubbing / polishing (lacquer or wood) and providing and fixing of hinges / tower bolts etc as per site requirement or as directed by maintenance department or site requirement			
	Doors			
	1x hanging door	17	Rs.1,800/-	Rs.30,600.00
	Windows	10	Rs.1,450/-	Rs.14,500.00
	Ventilators	5	Rs.1,000/-	Rs.5,000.00

2.	Providing and fixing 4 mm thick glasses in existing windows, ventilator etc (Ghani or equivalent) as per sizes complete in all respect as per site requirement	Rates will be as per sq ft provided	Rs.190/sft	-
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#### REPAIR MAINTENANCE OF SEWERAGE LINES / MANHOLES

S#	Detail of Work	Approx. Qty	Rate	Amount
1	Providing and fixing uPVC class "B" pipe for sewer system including excavation preparation of smooth bed and back filling complete in all respect 1. 6 inch dia	80 r / ft	Rs.510/-	Rs.40,800.00
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	100 r / ft	Rs.450/-	Rs.45,000.00
3	Providing and fixing Man hole covers with base of sizes as under:			
	18 inch round shape	4	Rs.9,500/-	Rs.38,000.00
	12 inch square shape	5	Rs.5,500/-	Rs.27,500.00

#### REPAIR MAINTENANCE OF NATURAL GAS LINE

S#	Detail of Work	Approx. Qty	Rate	Amount
1	Providing and fixing jointing GI pipe lines for Gas supply medium quality IIL. 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	40 r / ft	Rs.198/-	Rs.7,920.00
2	Providing and fixing gas cocks of approved quality of gas company including all accessories complete in all			

### PAVERS OR GARDEN TILES (CLAY TYPE)

Detail of Work	Approx. Qty	Rate / rft	Amount
The sides alongside boundary walls and main pathway to be provided with Garden Tiles 1x1 ft. of approved design joined with cement etc complete in all respect.	100 r / ft	Rs.165/-	Rs.16,500.00

### REPAIR AND MAINTENANCE OF MOSAIC FLOORS

S#	Detail of Work	Approx. Qty	Rate / sq ft	Amount
1	All House Mosaic Floor, repair / maintenance including grouting and Polishing Works complete in all respect	1500 sq ft	Rs.50.00	Rs.75,000.00
<b>Total</b>			<b>Rs.867,200.00</b>	
<b>Tax</b>			<b>Rs.121,400.00</b>	
<b>Total Amount</b>			<b>Rs.988,608.00</b>	

- 3.3 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Clearance Note / Certificate from Manager General Maintenance and 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 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 / incidental 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.

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.

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/04/16-17 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 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"

  
Aamer Shahbbir  
Wing Commander (Retd)  
General Manager Administration  
General Manager Administration (IBA),  
Karachi, Pakistan

NAME: Aamer Shahbbir

CNIC # \_\_\_\_\_

Address:

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

1. 

M. SOHAIL KHAN

Manager Purchase & Stores  
General Manager Administration  
Karachi-Pakistan

Address: \_\_\_\_\_


  
M/s Faisal Trading Corporation

NAME: M. Nazir Khan

CNIC # 42101-5254376-1

Address:

R-68, Hina Bungalows, Block-19,  
Gulistan-e-Jouhar Karachi

2.   
Muhammad Waseem

CNIC# 42501-6226606-9

Address: 26A AC Mujab Zaidi  
Model Colony Karachi