



SAMD MAHMOOD STAMP VENDOR

Licence No. 79, Shop # 8, Karim Plaza,
Near Civic Centre, Karachi.

S. No. 14657 Date 07 OCT 2015
Issued to With Address
Through With Address
Purpose
Value Rs. CH. ABDUL GHANI
Stamps Vendor High Court
Not For Use KARACHI
Vendor Not Responsible For Fake Documentation

07 OCT 2015

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day November 30 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 Musheer & Sons, having its office at A-541, First Floor, Sector-11-B, North 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. Javaid Hussain Siddiqui, holding CNIC No. 44103-2394592-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Replacement of Fresh Water Supply Line at Staff Town Areas related jobs/works as assigned in accordance to the tender vide # CW/02/15-16 at IBA Staff Town at the cost of **Rs.1,336,750.00 Inclusive all taxes**. The basis with the works/jobs of items as per tender vide # CW/02/15-16 (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.

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

Musheer & Sons

"IBA" hereby offer to appoint "THE CONTRACTOR" as their official work executor for the



SAND MAHMOOD STAMP VENDOR

Licence No. 79, Shop # 8, Karim Plaza,
Near Civic Centre, Karachi.

S. No. 14246 Date 02 OCT 2015
Issued to With Address
Through With Address
Purpose
Value Rs.
Stamp Vendor's Signature
Not For Used as Guaranty will divorce
Vendor Not Responsible Any Fake Document

02 OCT 2015

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/ /2015-2016.
- 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 vide # IBA-MC/PD/P&S/208/ /2015-2016, will be executed on the basis of Variation Order.
- 1.7 Replacement of Fresh Water Supply Line at Staff Town, as assigned in accordance to the tender vide # CW/02/15-16 at 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.



SAJID MAHMOOD STAMP VENDOR

Licence No. 79 Shop # 8, Karim Plaza,
Near Civic Centre, Karachi

S. No. _____ Date _____
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 Value Rs. _____ Attached _____
 Stamps Vendor's _____
 Not For Use _____
 Vendor Not Responsible Any Fake Documentation

04 NOV 2015

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/ /2015-2016.
- 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, 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.

Article III

REMUNERATION

- 3.1 The cost offered by the Contractor is Rs. 1,336,750.00 (inclusive of all taxes) vide tender # CW/02/15-16.
- 3.2 This Agreement includes, the "Replacement of Fresh Water Supply Line at Staff Town Areas", as per "IBA" requirement mentioned in Tender BoQ.

| <u>Scope of Work</u> (Quantities as per Drawing) | | | | M/s Musheer & Sons Company | |
|---|--|------|-----|-------------------------------|--------|
| Item | Description | Unit | Qty | Rate | Amount |
| Plumbing Works | | | | | |
| Option - 1 | | | | | |
| P-01 | Supply / Install and commission water service connection pipe system by Dadex manufactured from polyethylene (PE) complete in all respect with all fittings & accessories as per drawings / specification of the following diameters | | | | |



M. ILYAS STAMP VENDOR

*Lic No.112, Liaquatabad, Karachi.

S.No.

DATE:

19952

12 NOV 2015

ISSUE TO WITH ADDRESS
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 PHONE NO
 VALUE RS (ATTACHED)
 STAMP VENDOR'S SIGNATURE

M. HAMAD
ADVOCATE

| | | | | | |
|------------------|--|----------------|-------|------------|--------|
| D | Supply, Install and commissioning of Flexible Joints complete in all respect with all fittings & accessories as per drawings and specification | Nos | 9 | 1500 | 13500 |
| P-02 | Supply, Installation & Commissioning of Bronze Gate Valves with all accessories of the following diameters as specified in drawings | MAKE: KITZ/CIM | | | |
| A | 75 mm | Nos. | 24 | 2250 | 54000 |
| B | 32 mm | Nos. | 9 | 2850 | 25650 |
| C | 25 mm | Nos | 24 | 10350 | 248400 |
| Total Option - 1 | | | | 836,550.00 | |
| Civil Works | | | | | |
| C 01 | Excavation by manual means in road / soil etc for water supply pipes up to 1 feet depth as per drawing layout or as instructed by IBA General Maintenance Department | C Ft | 12000 | 12 | 144000 |
| C 02 | Back filling layer wise with compacting as per drawing layout or as instructed by IBA General Maintenance Department e | C Ft | 1000 | 6 | 6000 |



M. ILYAS STAMP VENDOR

* Lic No.112, Liaquatabad, Karachi.

S.No.

DATE:

1953

12 NOV 2015

ISSUE TO WITH ADDRESS

THE DIVISION WITH RETURNED

PAID BY

VALUE AS (ATTACHED)

STAMP VENDOR'S SIGNATURE

AMAD
ADVOCATE

| | | | | | |
|-------------------|---|------|----|------|------------|
| C 04 | Construction of manholes / Gate Valve Chambers (for 75 mm Gate Valves) as per drawing layout or as instructed by IBA General Maintenance Department | Nos. | 24 | 7500 | 180000 |
| C 05 | Providing / and fixing manhole covers lockable (for C 04) as per drawing layout or as instructed by IBA General Maintenance Department | Nos. | 24 | 4800 | 115200 |
| Sundries | | | | | |
| A | Supply, installation and commissioning of items not listed in BOQ but required (contractor is to provide list for approval) | Job | 1 | | NQ |
| Drawings | | | | | |
| A | Shop / As built Drawings as per specifications | Job | 1 | | NQ |
| Total Civil Works | | | | | 500,200.00 |



- 3.4 Advance Payment subject to Bank Guarantee.
- 3.5 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.
- 3.6 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 Musheer & Sons as per SRO/Notification.
- 3.10 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".

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 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 vide # IBA-MC/PD/P&S/208/ /2015-2016 if any alteration(s), arise charges will be paid on mutually agreed upon under the clause of Direct Contracting of SPPRA.



8.7 Any additional work/job, if required / necessary etc over and above/extra the Work Order vide # IBA-MC/PD/P&S/208/ /2015-2016, 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"

NAME: Capt. (Retd.) Ahmed Zaheer PN

CNIC # _____

Address: Registrar, 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: Javaid Hussain Siddiqui

CNIC # 44103-2394592-3

Address: A-541, First Floor, Sector-11-B,
North Karachi

2.

Zia-ul-Hassan

CNIC# 44103-0303300-3

Address: R-1080-Block

20-F.B. Area-Karachi