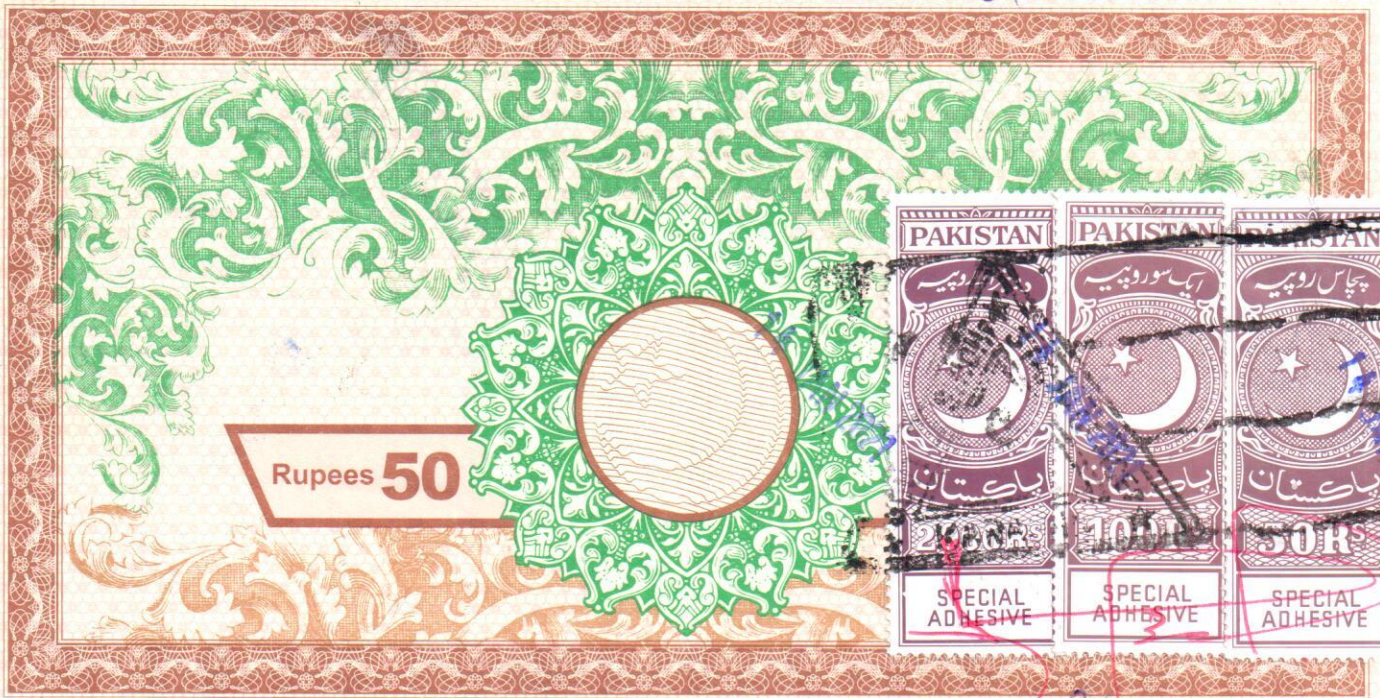


AA449734

2150/-

Q. 2150/- 00-61 14-01-2021



HASSAN-UR-REHMAN STAMP VENDOR
Lic No. 165, Office No. 502, Al-Bashir Trade Center
City Court Karachi

11734

S. No. _____ Date _____
Issued To With Address _____ UMAIR HASSAN SHAIKH
Through With Address _____ Advocate High Court
Purpose.. _____ 16686 H.C
Value Rs. _____ Attested _____
Stamp Vendor Signatures _____

27 NOV 2020

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi

14-1-21
RUPEES FIFTY ONLY
14 JAN 2021

AGREEMENT

Generator Service & Overhauling at IBA City Campus

THIS AGREEMENT is executed at KARACHI, on this day January..14., 2021.

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).

AND

M/s Vorson (Pvt) Ltd, having its office at # 173-W, Block-2, P.E.C.H.S. Karachi, hereinafter referred to as "SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Bilal, holding CNIC No. 42201-0568072-7.

WHEREAS "IBA" intends to obtain Generator Service & Overhauling at IBA City Campus vide Tender # Maint/03/20-21.



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

WITNESSETH

“IBA” hereby offer to appoint M/s Vorson (Pvt) Ltd as their official Services Provider for the specific purpose of “Generator Service & Overhauling at IBA City Campus” in respect of the same with “IBA” before the determination of scope of services on suitable scale with any/all other relevant details for presentation to “IBA” for services of Generator Service & Overhauling at IBA City Campus. “THE SERVICE PROVIDER” hereby agree to the offer of the “IBA” in acceptance of the terms & conditions here in below forth.

Article I

SCOPE OF SERVICES

1.1 THE SERVICE PROVIDER” hereby agrees and acknowledge for the scope of Services & Overhauling of 135 KVA Siemens Generator (Perkins Engine F2529) at IBA, City Campus as per following details.

S. #	Description	Quantity
1	Major Overhauling Labor Charges of 135kVA Siemens Generator. Engine: Perkins F2529	01 Job
2	Water circulating Pump Service	
3	Self-Starter & Dynamo Service & Calibration	
4	DC Charger Service	
5	Machining Works	
6	Radiator Service Internal & External	
7	Fuel Pump Service	
8	Actuator Replacement	
9	Turbo Charger kit replace & Service Charges	
10	Block & Head Pressure Testing	
11	Fuel Lifting Prime Pump Service	
12	Loading, Unloading, Transportation & Rigger Charges From IBA City campus to workshop From workshop to IBA City Campus	
	PARTS REPLACEMENT	
13	Piston with Pin 01 set	
14	Sleeve Liner 01 set	
15	Ring of Piston 01 set	
16	Main & Big-end Bearings, 01 set	
17	Thrust collar 01set	
18	C.R Bush 01 set (Connecting rod bush)	
19	Cam Bush 01 set	
20	Valve Inlet & Exhaust 01 set	
21	Valve Guide 01 set	
22	Insert sit for valves 01 set	
23	Complete Engine Gasket set	
24	Front Seal 01 no.	
25	Rear Seal 01 no.	
26	Oil Pump kit 01 no.	
27	Water Pump kit 01 no.	
28	Turbo Charger Kit 01 no.	
29	Injector of Nozzles 01 set.	
30	Air Filter, Oil Filter & Fuel Filter 01 no each Brand: Fleet Guard UK	
31	Engine Oil 22 Liters Brand: MOBIL DELVAC MX 15W-40	



Article II

DUTIES & SCOPE OF SERVICES & AGREEMENT

- 2.1 THE SERVICE PROVIDER” hereby agrees and acknowledge for the services and to check the execution of services in accordance with the Description & Specification vide Tender # Maint/03/20-21.
- 2.2 “THE SERVICE PROVIDER” hereby agrees and acknowledges the acceptance of attending the meetings with the Sr. Manager Maintenance & Operations “IBA” as & when required.
- 2.3 THE SERVICE PROVIDER shall wherever and whenever or permits / applicable / suitable will deploy/detail/depute manpower with suitable qualification, experience and expertise to operate, maintenance for Generator Service & Overhauling at IBA City Campus. (within the premises of IBA City Campus)

Article III

REMUNERATION

- 3.1 The charges will be based on the following;

S. #	Description	Quantity	Amount (Rupees)
1	Major Overhauling Labor Charges of 135kVA Siemens Generator. Engine: Perkins F2529	01 Job	543,150.00
2	Water circulating Pump Service		
3	Self-Starter & Dynamo Service & Calibration		
4	DC Charger Service		
5	Machining Works		
6	Radiator Service Internal & External		
7	Fuel Pump Service		
8	Actuator Replacement		
9	Turbo Charger kit replace & Service Charges		
10	Block & Head Pressure Testing		
11	Fuel Lifting Prime Pump Service		
12	Loading, Unloading, Transportation & Rigger Charges From IBA City campus to workshop From workshop to IBA City Campus		
	PARTS REPLACEMENT		
13	Piston with Pin 01 set		
14	Sleeve Liner 01 set		
15	Ring of Piston 01 set		
16	Main & Big-end Bearings, 01 set		
17	Thrust collar 01set		
18	C.R Bush 01 set (Connecting rod bush)		
19	Cam Bush 01 set		
20	Valve Inlet & Exhaust 01 set		
21	Valve Guide 01 set		
22	Insert sit for valves 01 set		
23	Complete Engine Gaskit set		
24	Front Seal 01 no.		
25	Rear Seal 01 no.		
26	Oil Pump kit 01 no.		
27	Water Pump kit 01 no.		



28	Turbo Charger Kit 01 no.		
29	Injector of Nozzles 01 set.		
30	Air Filter, Oil Filter & Fuel Filter 01 no each Brand: Fleet Guard UK		
31	Engine Oil 22 Liters Brand: MOBIL DELVAC MX 15W-40		
Total			Rs. 543,150.00
SST			Rs. 70,609.50
Total Amount			Rs. 613,759.50

3.2 Liquidity damages 2% of the total amount will be imposed per month for which the SERVICE PROVIDER failed to deliver as per standard or in accordance to the entitlement / authorization within the delivery/execution period and maximum upto 10%.

3.3 Payment will be made after completion of satisfactory job and submission of invoice.

3.4 Performance Security 5% of total amount should be submitted in shape Pay Order before signing of Contract Agreement.

3.5 All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination.

3.6 Stamp duty 0.35% for Services against total value of Work will be levied accordingly.

3.7 Delivery on or before February 25, 2021.

3.8 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.

Article IV ARBITRATION

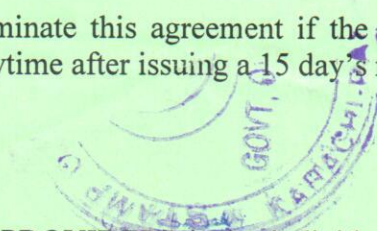
4.1 In case of any dispute, difference or question which may at time arise between the parties hereto or any person claiming under them, touching or arising out in respect of this agreement or this subject matter thereof shall be referred to the arbitration and an Arbitrator will be appointed by mutual consent, whose decision and findings will be final and binding on both 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.

Article VI INDEMNITY

6.1 "THE SERVICE PROVIDER" 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 SERVICE PROVIDER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SERVICE PROVIDER" which disturbs or damage the



reputation, quality or the standard of services 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 The 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).

8.2 Without limiting the generality of the forgoing THE SERVICE PROVIDER 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 SERVICE PROVIDER 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, THE SERVICE PROVIDER 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 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**

9.1 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.

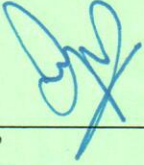
9.2 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being corrected and abide by the same.

9.3 The service provider 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 THE SERVICE PROVIDER.

9.4 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 the Service Provider. IBA will not be responsible for any mishap



IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.


Dr. Muhammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

"IBA"

NAME: Dr. Muhammad Asad Ilyas

CNIC # _____

Address:

Registrar, Institute of Business

Administration Main Campus

University Road, Karachi

WITNESS:

1. 

Syed Fahad Jawed

CNIC # 42201-9125136-3

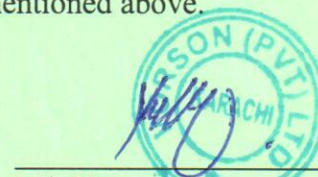
Address:

Head of Procurement

Institute of Business

Administration Main Campus

University Road, Karachi



M/s Vorson (Pvt) Ltd

NAME: Younus Mohiuddin

CNIC # 42201-0568072-7

Address:

173-W, Block-2, P.E.C.H.S.,

Karachi

2. 

M/s Vorson (Pvt) Ltd

NAME: Abdul Wahab

CNIC # 422012-534180-9

Address:

173-W, Block-2, P.E.C.H.S.,

Karachi

Focal Person IBA

Mr. Rehan Hussain

