



MUDASIR ALI SHAMP VENDOR
Shop No. 69, Sikandar Golf
Lic. No. 139
S. No.

5799

(RUPEES TWO HUNDRED ONLY)

DATE: 08 SEP 2017

FALAT TABASSUM
ADV. KBA-121

ISSUED TO WITH ADDRESS
THROUGH WITH ADDRESS
NOT FOR USED DIVORCE DEED
VALUE RS.

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day of November 28, 2017.

BETWEEN

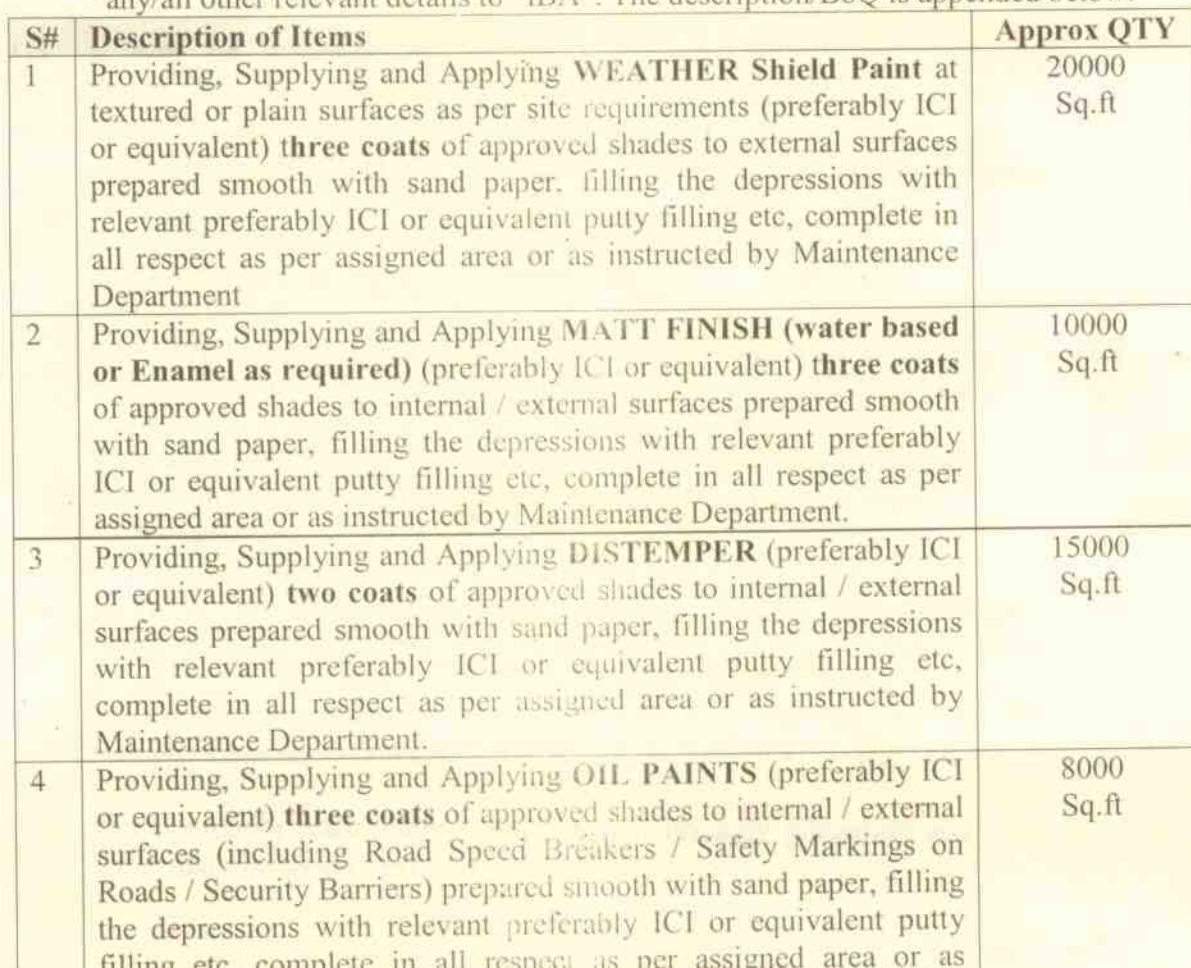
M/s Institute of Business Administration, Karachi through its Registrar, located at **Main Campus, University Road, Karachi**, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s Faisal Trading Corporation, having its office at **R-68, Hina Banglows, 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 Providing, Supplying & Applying Paints at Various Walls at IBA Main Campus and Staff Town related jobs/works as assigned in accordance to the tender vide # CW/02/17-18 at IBA Main Campus and Staff Town at the cost of **Rs. 735,600.00 Inclusive all taxes**. The basis with the works/jobs of items as per tender vide # CW/02/17-18 (IBA requirement) discussions in respect of the same as per determination of scope of works will be held with Manager General Maintenance & Sr. 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





MUDASIR ALI STAMH VENDOR
Shop No. 69, Sikandar Goth Sch. (Mirpurh)
Lic. No. 139

5801

(RUPEES TWO HUNDRED ONLY)

Phone No.

DATE:

08 SEP 2017

FALAT TABASSUM
ADV. KBA-121
Page No. 3..

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE NOT FOR USED BY OTHERS

VALUE AS RECEIVED

STATE UPON RECEIPT

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 Sr. 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 Sr. 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 Providing, Supplying & Applying Paints at Various Wall at IBA Main Campus and Staff Town, as assigned in accordance to the tender vide # CW/02/17-18.
- 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.
- 1.11 The Contractor must adopt Environmental Friendly procedure and avoid the use of Toxic material used in printing works.



STAMP OFFICE CITY COURT, KARACHI

(RUPEES TWO THOUSAND ONLY)

Issued to Khawar Raza Bello

CNIC No. 11914

Vide D.S.R. No. 5 Dt. 25/12/17

On behalf of challan No. 67 Dt. 25/12/17

for the purpose of S.D.

Entry No. 5 Dt. 25/12/17

Page No.4.

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 Tender # CW/02/17-18.
- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Manager General Maintenance and Senior Manager Purchase & Stores "IBA" as & when required.
- 2.3 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.4 Manager (General Maintenance) and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access. Physical inspection will be carried out by Manager (General Maintenance) and Sr. Manager Purchase & Stores. Ordered material / paints is subjected to final inspection at the time of delivery at Store validated by delivery challan by concern authorized dealer.
- 2.5 The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense.
- 2.6 Date of Completion of work / job / project will be November 25, 2017.

Continued on Page No.5..

REMUNERATION

- 3.1 The cost offered by the Contractor is Rs. 735,630.00 (inclusive of all taxes) vide tender # CW/02/17-18. The cost is inclusive of labor / transportation / supplies / etc. The breakup is appended below

S#	Description of Items	Qty	Unit	Quoted Brand	Rates (Rs.)	Amount (Rs.)
1	Providing, Supplying and Applying WEATHER SHIELD Paint at textured or plain surfaces as per site requirements (ICI) three coats of approved shades to external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department	20000	Sq.Ft	ICI	18/08	361600.00
2	Providing, Supplying and Applying MATT FINISH (water based or Enamel as required) (ICI) three coats of approved shades to internal / external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department	10000	Sq.Ft.	ICI	18/08	180800.00
3	Providing, Supplying and Applying DISTEMPER (ICI) two coats of approved shades to internal / external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department.	15000	Sq.Ft.	ICI	5/65	84750.00
4	Providing, Supplying and Applying OIL PAINTS (ICI) three coats of approved shades to internal / external surfaces (including Road Speed Breakers / Safety Markings on Roads / Security Barriers) prepared smooth with sand paper, filling the depressions with relevant preferably ICI putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department	8000	Sq.Ft.	ICI	13/56	108480.00
Total Amount inclusive of Income Tax without SST				Rs. 735,630.00		
Grand Total Amount including All Taxes				Rs. 735,630.00		

- 3.2 This Agreement includes, the "Providing, Supplying & Applying Paints at Various Walls at IBA Main Campus and Staff Town", as per "IBA" requirement mentioned in

bill/invoice. Complete Measurement with Clearance Note / Certificate endorsed from Manager (General Maintenance) is required before process of bill/invoice.

- 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 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 45 days subject to services by IBA before the starting date mentioned on the Work Order.
- 3.11 THE CONTRACTOR will provide minimum one supervisor with 4-5 workers at one site. Work start from external area first and complete after completion of external area complete internal area as identified by Maintenance dept. However, salary/wages/payment/remuneration etc to the manpower/labour/ workforce will be paid borned by the Contractor.
- 3.12 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, costs, and expenses, including reasonable attorneys' fees, incurred by IBA and its personnel in connection with the performance of the Work Order.

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 foregoing 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

- 9.1 Works/job/project will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 9.2 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 if any alteration(s), arise charges will be paid on mutually agreed upon under the clause of Direct Contracting of SPPRA.
- 9.3 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 contractor. IBA will not be responsible for any mishap
- 9.4 Material / quantities of this order is subject to final inspection at the time of delivery and calculations by IBA Maintenance Department
- 9.5 IBA reserve the right to cancel any or all of the above items if work / material is not in accordance with

its devices and equipment which may have been placed at premises from the time to time

- 9.9 All equipment, ladders / scaffoldings / platforms for any heights, plungers, brushes, application Rollers, buckets etc. will be brought by the contractors.
- 9.10 The contractor will responsible for taking all safety measures during working of his staff at any height / surfaces
- 9.11 All surfaces where work was carried out required to be cleaned from stains through related equipment / tools / materials etc.
- 9.12 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.
- 9.13 The validity of the contract will be effective from the date of issue of Work Order.
- 9.14 All terms and conditions of Purchase Order will be the integral part of this agreement and can't be revoked.
- 9.15 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.
- 9.16 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: Aamer Shahbbir
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan
CNIC #


Address:
General Manager Administration
Institute of Business Administration
Main Campus, University Road, Karachi


M/s. Faisal Trading Corporation
Name: M. Nazir Khan

CNIC # 42101-5254376-1

Address:
Proprietor
R-08, Hina Banglows, Block-19,
Gulistan-e-Jouhar Karachi

WITNESS:

1. 
M. SOHAIL KHAN
Manager Purchase & Stores
Institute of business Administration
Karachi-Pakistan
CNIC #:
Address:

2. 
Muhammad Waseem
CNIC #:
Address:

42501-6226606-1
26A Al-Mujah
Jardin Model City