



S.M. NAJAM Stamp Vendor

Licence No.107, Shop No.1/A, Karim Plaza
Gulshan-e-Iqbal, Block-14, Karachi

30 JUN 2015

S.NO. (6) 112
Issued To: **Muqeer Ahmed Siddique**
Through: **No. 8823**
Purpose: **Typical**
Noted By: **[Signature]**
Stamp Vendor's Signature: **[Signature]**

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day July 27, 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 Termitex Services, having its office at A-18, Block 'C' Gulshan-e-Jamal, Karachi, hereinafter referred to as "THE SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Muhammad Irfan, holding CNIC No. 42101-9500513-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain Termite Proofing at IBA Boys' as assigned in accordance to the tender vide # MISC/13/14-15 at the cost of **Rs.164,903.20 Inclusive all taxes**. The basis with the works/jobs of items as per tender vide # MISC/13/14-15 (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 SERVICE PROVIDER" 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

"IBA" as per the determination of scope of works/jobs on suitable scale with any/all other relevant details for termite proofing works of IBA Boys' Hostel. "THE SERVICE PROVIDER" 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 # MISC/13/14-15 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 SERVICE PROVIDER" 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 SERVICE PROVIDER" will coordinate for required/assigned works/jobs/project with Manager General Maintenance and Manager Purchase & Stores, of the "IBA" who will advise "THE SERVICE PROVIDER" 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/208/0008/2015-2016.
- 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 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/208/0008/2015-2016, will be executed on the basis of Variation Order.
- 1.7 Termite Proofing Works as assigned in accordance to the tender vide # MISC/13/14-15.
- 1.8 The Service Provider will require to obtain Entry Pass of their employee/labour/manpower etc from IBA, Security Office.
- 1.9 All staff must have CNIC and clearly mentioned to discourage work through child labor.

Article II

SCOPE OF PROFESSIONAL SERVICES & WORKS:

- 2.1 "THE SERVICE PROVIDER" hereby agrees 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/208/0008/2015-2016.
- 2.2 "THE SERVICE PROVIDER" hereby agrees and acknowledges 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 August 15, 2015.

Article III
REMUNERATION

- 3.1 The cost offered by the Contractor is Rs. 164,903.20 (inclusive of all taxes) vide tender # MISC/13/14-15.
- 3.2 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Clearance from Manager General Maintenance and Manager Purchase & Stores is required before process of bill/invoice.
- 3.3 Advance Payment subject to Bank Guarantee.
- 3.4 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.
- 3.5 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- 3.6 Stamp duty 0.3% for Services against total value of Work Order will be levied accordingly.
- 3.7 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 3.8 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by M/s Termite Services as per SRO/Notification.
- 3.9 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 SERVICE PROVIDER" 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.

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 & 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 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, 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 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

8.6 All terms and conditions of tender vide # MISC/13/14-15 will be the integral part of this agreement and can't be revoked.

8.4 Any additional work/job, if required / necessary etc over and above/extra the Work Order vide # IBA-MC/PD/P&S/208/0008/2015-2016, will be executed on the basis of Variation Order.


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" REGISTRAR (officiating)
Institute of Business Administration
Karachi-Pakistan

NAME: Mr. Adnan Hamid

CNIC # 42301-0407810-5

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:

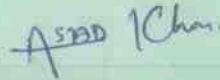

M/s Termite Services

NAME: Syed Tajuddin Hussain

CNIC # 42101-0623963-5

Address: A-18,
Block 'C', Gulshan-e-Jamal,
Karachi

2. Asadullah Khan


Asad Khan

CNIC # 42401-1833174-9

Address: House # 1, Block-5, S.I.T.E.

Area, Karachi

