



MUHAMMAD FAISAL KIRAN STAMP VENDOR  
Licence No. 124, Shop No. S-7, Maymar Tower  
Gulshan-e-Maymar Karachi.

31 MAY 2018

(RUPEES ONE THOUSAND ONLY)

S. No. 098008 Date MUHAMMAD YAQOOB  
Issued to With Address  
Through With Address  
Purpose  
Value Rs. Attached  
Stamps Vendor's Signature  
Not For used Bank Guarantee/will divorce vendor  
not responsible Any Fake Document

MUHAMMAD YAQOOB  
Advocate

### AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day June 4, 2018.

#### 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 S. M. Saeed & Brothers, having its office at # S. 10, Noman Arcade Block-14, Gulshan-e-Iqbal, Karachi, hereinafter referred to as "SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. S. M. Saeed, holding CNIC No. 42000-0514292-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Repairing of Underground Water related jobs/works as assigned in accordance to the tender vide # CW/11/17-18 at the cost of Rs.483,922.00 Inclusive all taxes. The basis with the works/jobs of items as per tender vide # CW/11/17-18 (IBA requirement) discussions in respect of the same as per determination of scope of works will be held with Sr. Manager Operations Maintenance, Manager Security & Sr. Manager Procurement & Stores and "THE CONTRACTOR" have offered to render all kind of works/jobs (including but not





30 MAY 2018

MUHAMMAD JUNAID Stamp Vendor  
Licence No. 77, Shop No. 147, Mashriq Centre  
Block 14, Gulshan-e-Iqbal, Karachi  
S. No. 37037 Date 30/05/2018  
Issued to With Address .....  
Through With Address .....  
Purpose .....  
Value Rs .....  
Stamp Vendor's Signature .....  
Not Used for Will be responsible for any Fake Documentation

Saddat Ali Siddiqui  
Advocate  
Ldger. No. 13353 Khf.

RUPEES FIVE HUNDRED ONLY

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

"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 Repairing of Underground Water. "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/11/17-18 would be integral part of this agreement.

#### Article I:

#### DUTIES & SCOPE OF WORK AND 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 Sr. Manager Operations & Maintenance, Manager Security and Sr. Manager Procurement & 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





**KAMRAN NEHAL STAMP VENDOR**  
License No 152, Shop No.1, Glamour Arcade  
Sector 11-I, North Karachi

S.M.O. 44997 DATE 08 MAY 2018  
Issued To: Address: Through: With Address: Purpose: Value Rs. Attested: SEEMA KHAN  
Stamp Vendor's Signature: their own cost after completion of works/jobs/project. However, Clearance Note /  
Certificate will be required from Sr. Manager Operations & Maintenance and Sr.  
Manager Procurement & 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 Repairing of Underground Water, as assigned in accordance to the tender vide # CW/11/17-18.
- 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 Sr. Manager Procurement & Stores. 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/11/17-18.
- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Operations & Maintenance, Manager Security and Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 Date of Completion of work/job/project is June 30, 2018.
- 2.4 Physical inspection will be carried out by IBA authority. Ordered material is subject to final inspection at the time of delivery.

3.1 The cost offered by the Contractor is Rs. 483,922.00 (inclusive of all taxes) vide tender # CW/11/17-18.

3.2 This Agreement includes, the "Repairing of Underground Water", as per "IBA" requirement mentioned in Tender BoQ.

S.#	PARTICULAR	UNIT	QTY	RATE	AMOUNT
1	Excavation for Earth Work (Ordinary & Rock) dressed to designed section, grades & profile, excavated material disposal off out side the university premisses.	Cft	960	45.00	43,200.00
2	Filling, watering, compacted by mechanical mean & ramming earth in trench with new earth (brought from out side) in 6" layer lead upto one chain & lift upto 5feet.	Cft	840	20.00	16,800.00
3	Providing and Laying high density P.E. Pipe (HDPE-100) Confirming to 150 -4427, Din 8074, 8075 & PS 3580 : 1984 PS 3580 & PS 3051.  Polyethylene pipe outer dia 315mm PN : 12.5 (Hitech) jointing with butt fussion.	Rft	13	450.00	5,850.00
4	Sub Base Filling, watering, compacted by mechanical mean & ramming in trench in 6" layer lead upto one chain & lift upto 5feet.	Cft	840	160.00	134,400.00
5	Providing and Laying 6" Thick Aggregate Base Course over sub-base material watering, ramming & compacted by mechanical mean upto 95% Density. (AASHTO standard)	Cft	120	275.00	33,000.00
6	Providing and laying in single layer of 5cm compacted thickness Asphalt wearing course (60/70 grade) content weight 4-5% of total mix. (Use of natural sand in original from is strictly prohibited in job mix formula). Prior to the paving of asphalt concrete surface shall be cleaned from rubbish etc. and must be strictly by virtue of tack or prime coat to make up-slippery bondage, all the material and methodology shall fully comply to the tests and specification of AASHTO.	Sft	240	750.00	180,000.00
7	Pressure test of P.E. Pipe joint at upto 6 bar.	1Job	1	15,000.00	15,000.00
<b>Total</b>				Rs. 428,250.00	
<b>13% SST</b>				Rs. 55,672.00	
<b>Total Amount</b>				Rs. 483,922.00	

3.3 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Clearance Note / Certificate from Sr. Manager Operations & Maintenance and Sr. Manager Procurement & Stores is required before process of bill/invoice.

3.4 Advance Payment subject to Bank Guarantee.



- 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 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 / 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 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.

or for the intention to obtain the work or 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.
- 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/11/17-18 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"

  
NAME: Aamer Shahbair  
Wing Commander (Retd)  
General Manager Administration  
Institute of Business Administration (IBA),  
Karachi, Pakistan

Address:

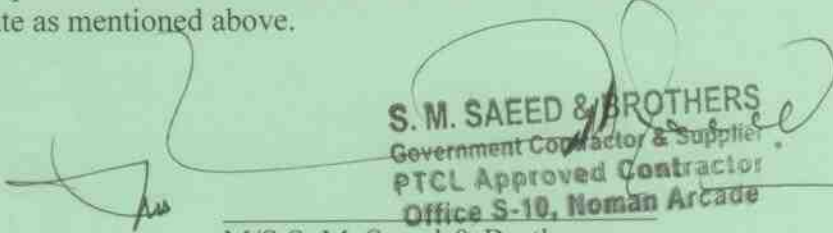
G. M. Admin Institute of Business  
Administration Main Campus  
University Road, Karachi

1.

  
NAME: M. SOHAIL KHAN  
Manager Purchase & Stores  
Institute of Business Administration  
Karachi-Pakistan

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

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

  
**S. M. SAEED & BROTHERS**  
**Government Contractor & Supplier**  
**PTCL Approved Contractor**  
**Office S-10, Noman Arcade**

M/S S. M. Saeed & Brothers

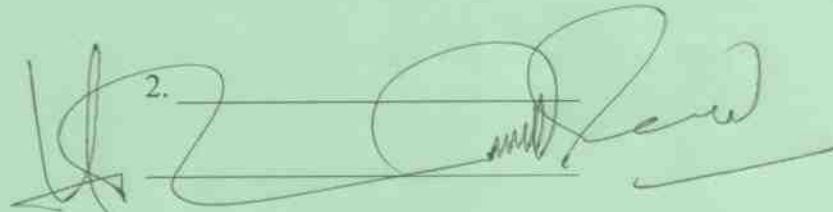
NAME: S. M. Saeed

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

Address:

S-10, Noman Arcade,  
Block-14, Gulshan-e-Iqbal, Karachi

2.

  
NAME: Hammad Saeed

CNIC# 42101-5663940-1

Address: S-10, Noman Arcade,  
Block-14, Gulshan-e-Iqbal, Karachi