



STAMP OFFICE CITY COURT, KARACHI

Issued to: Talat T. Adv  
CNIC/LEG No. KBA-121  
Vide D.S.R. No. 20 Dt. 18.10.18  
On behalf of Challan No. 2 Dt. 18.10.18  
for the purpose of C.D  
Entry No. 20 Dt. 18.10.18

(RUPEES THREE THOUSAND ONLY)

*to Officer, Tancher*

### AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day October 19, 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 Syed Rahim Shah & Brothers, having its office at A-148, Block No. 4, Gulistan-e-Johar Karachi, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Immad Kokab, holding CNIC No. \_\_\_\_\_ on the SECOND PART.

WHEREAS "IBA" intends to obtain Staff Town Repair & Maintenance Works at A-1 related jobs/works as assigned in accordance to the tender vide # CW/01/18-19 at IBA Staff Town at the cost of **Rs.2,491,650.00 Inclusive all taxes**. The basis with the works/jobs of items as per tender vide # CW/01/18-19 (IBA requirement) discussions in respect of the same as per determination of scope of works will be held with Sr. Manager General Maintenance & Sr. Manager Procurement & 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:



3000  
Rupees

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STAMP OFFICE CITY COURT, KARACHI

(RUPEES THREE THOUSAND ONLY)

Issued to Talat T. Adh  
CNIC/LEG No. KBA-121  
Vide D.S.R. No. 20 dt. 18.10.18  
On behalf of Chailan No. 2 dt. 18.10.18  
for the purpose of S.D  
Entry No. 20 DL 18.10.18

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 repair & maintenance works of IBA Staff Town. "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/01/18-19 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 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 General Maintenance 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 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 Sr. Manager General Maintenance and Sr. Manager Procurement & Stores.



**STAMP OFFICE CITY COURT, KARACHI**

(RUPEES THREE THOUSAND ONLY)

Issued to Talat F. Khan  
CNIC/LEG No. 12BA-121  
Vide D.S.R. No. 20 Dt: 18.10.18  
On behalf of Challan No. 2 Dt: 18.10.18  
for the purpose of S.D  
Entry No. 20 Dt: 18.10.18

*T. F. Khan*

- 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 Repair & Maintenance Works at Staff Town, as assigned in accordance to the tender vide # CW/01/18-19 at IBA Staff Town A-1.
- 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.

**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/01/18-19.



- 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 December 28, 2018.
- 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. 2,491,650.00 (inclusive of all taxes) vide tender # CW/01/18-19.
- 3.2 This Agreement includes, the "Staff Town Repair & Maintenance Works at A-1", as per "IBA" requirement mentioned in Tender BoQ.

			M/s. Syed Rahim Shah & Brothers	
			UNIT PRICE	AMOUNT
S#	Masonry / Plaster Work Place	APPROX QTY		
1	Dismantling / demolition / removal of masonry works / Wooden Frames / Chowkats  wall chipping, partitions, false ceilings, and removal of debris from site and handing over IBA properties to IBA rep etc complete in all respect as per site requirements (Actual Quantities as per site requirement)	3000 SQ FT	7.00	21,000.00
2	Plaster Work  Providing and applying at any height cement and sand plaster (1:4) to walls, roof, etc., making edges and corners including preparation of surface before plastering finishing scaffolding curing etc complete in all respect as specified as approved by the Maintenance Department.	1700 SQ FT	40.00	68,000.00
Approx Total				89,000.00

S#	DISTEMPERING AND PAINT WORK	APPROX QTY	Rates	Amount(Rupees)
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1	Providing, Supplying and Applying <b>WEATHER Shield Paint</b> at textured or plain surfaces as per site requirements (preferably ICI or equivalent) <b>minimum three coats</b> of approved shades to external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI or equivalent putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department	8000 SQ FT	12.00	96,000.00
2	Providing, Supplying and Applying <b>DISTEMPER</b> (preferably ICI or equivalent) <b>minimum three coats</b> of approved shades to internal / external surfaces prepared smooth with sand paper, filling the depressions with relevant preferably ICI or equivalent putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department.	10000 SQ FT	7.00	70,000.00
3	Providing, Supplying and Applying <b>OIL PAINTS</b> (preferably ICI or equivalent) <b>minimum three coats</b> 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 or equivalent putty filling etc, complete in all respect as per assigned area or as instructed by Maintenance Department.	1500 SQ FT	20.00	30,000.00
<b>Approx Total</b>			<b>196,000.00</b>	

S#	PROVIDING, LAYING AND FIXING PORCELAIN FLOOR TILES Detail of Work	APPROX QTY	Rate	Price (Rs.)
1	Providing, Laying and fixing Master Porcelain Tiles (Matt finish, of approved design and quality) of size 24x24 in patterns / design with 4 inch skirting as mentioned in Master tiles website including cost of all materials and labors at site	Inside Floor Area 2000 sq ft	240.00	480,000.00
<b>Approx Total</b>			<b>480,000.00</b>	

S#	REPAIR RENOVATION OF KITCHEN Detail of Work	APPROX QTY	Rates	Price (Rs.)
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1	Providing / fixing Master Tiles (of approved design and quality) of size 9x26 or 12x24 in patterns as mentioned in Master tiles website including cost of all materials and labors at site	600 sq ft	225.00	135,000.00
2	providing and fixing in position Marble slabs / counter tops (Galaxy Black) showing front sides 2 inch thickness with 45 angles collars joints etc as per size and exiting drawing with cuttings for hob / kitchen sink of given size along with 2 inch skirting pasted with chemical jelly / bond towards adjacent walls / tiles	18 x 2 sq ft	900.00	32,400.00
3	<p>Providing and fixing SS kitchen sink as per following specs:</p> <p><b><u>Product Info.</u></b></p> <p>Zilver Double Bowl Luxury Sink</p> <p>Thickness 0.8 mm</p> <p>Material SUS 304 Surface Matt</p> <p>Depth 220 mm (9 inches)</p> <p>Size (L) 860 mm (34 inches): (W) 500 mm (20 inches)</p> <p>Accessories to Include.</p> <p>1- Stainless Steel Basket (SS304, 0.8mm, 398x230)</p> <p>2- Soap Utensil</p> <p>3- Waste with Connector</p> <p><b><u>and hot / cold water mixture</u></b></p> <p>Zilver Single Lever Mixer 1/2"</p> <p>For Single hole installation</p> <p>Cartridge : 35mm Ceramic sedal Spain inclusive of</p> <p>1- Flexible connection hoses with brass nuts</p> <p>Minimum pressure 0.1 mpa /14.5psi/ 1bar</p> <p>Including all accessories such as uPVC waste pipe, cp bottle trap coupling bracket set, and all joints to service and drains plugging and screwing as necessary to the structure complete in all respect.</p>	One Each	15,000.00	15,000.00
4	Providing and fixing in position cabinets of the following types consisting of ¾ inch thick Alnoor MDF "S Gloss" laminated board boxing, tuff Formica finished shutters, teak wood lipping, wood beading lacquer polish to wood surfaces including all hardware and accessories complete in all respect as per drawing or as indicated by Maintenance Manager	Approx	850.00	170,000.00



Approx Total	352,400.00
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S #	REPAIR RENOVATION OF BATHROOMS	APPROX QTY	Rate	Price (Rs.)
1	Providing, Laying and fixing Master Tiles (of approved design and quality) of size 9x26 or 12x24 in patterns as mentioned in Master tiles website; including cost of all materials and labors at site	700 sq ft	200.00	140,000.00
2	Providing and fixing English WC One Piece Toilet Series (Brand MARACHI model No MA-2080), including with all fittings, flushing pipe, thimble, all joints to services and drains; plugging and screwing as necessary to the structure / floors complete in all respect	4	15,000.00	60,000.00
3	Providing and fixing Wash basin with pedestal (Brand MARACHI model No MC-2020) with all accessories such as fixing basin mixture, tee stop cock with check nuts, CP, Flexible pipe, uPVC waste pipe, waste coupling bracket set, CP bottle trap and silicon sealant, all joints to services and drain, plugging and screwing as necessary to the structure etc, complete in all respect	4	8,000.00	32,000.00
4	Providing and fixing bathroom sanitary sets with all accessories (Master Fancy Series – Chrome Plated) fixing with rawal plug etc of approved quality complete in all respect	4	14,000.00	56,000.00
5	Providing and fixing 7 piece Stainless Steel Bathroom Accessories set complete in all respect	4	7,000.00	28,000.00
6	Providing Laying & fixing, jointing / testing for successful operation; Polypropylene Random Co-polymer (PPRC) pipes (Brand MASTER) including special fittings such as hanging system, socket, tees, elbow, bends, reducers, plugs and unions etc buried in walls / floor or suspended from roof slab as per specifications complete in all respect. 1. 1 inch dia 2. ¾ inch dia			

Approx Total	360,500.00
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S#	ALUMINUM WORK	APPROX QTY	Rate	Price (Rs.)
1	Providing, fabricating and fixing in position at any height heavy duty deluxe anodized (champagne color) or approved color locally extruded aluminum (thickness of section 2 mm – width 4 inches) fixed/ open able windows and door and fixed panels etc of the following types, with 6 mm thick imported Brown tinted glass with, gasket, locks, handles, hinges, door closers of high quality (Khas or KGI) with sealant, fiber fly screen and all accessories complete in all respects as per site drawings and as directed by the General Maintenance Department	1000 sq ft	850.00	850,000.00
Approx Total				850,000.00

S#	CARPENTRY REPAIR JOBS	APPROX QTY	Rate	Price (Rs.)
1	Repairs, maintenance and renovations of all existing doors / windows and Kitchen cabinets including scrubbing / polishing and providing and fixing of hinges / tower bolts etc as per site requirement or as directed by maintenance department			
	Doors	20	600.00	12,000.00
	Windows	12	500.00	6,000.00
	Ventilators	5	400.00	2,000.00
2	Providing and fixing 5 mm thick glasses in existing Doors, windows, ventilator etc (Ghani or equivalent) as per sizes complete in all respect as per site requirement	Rates will be as per sq ft provided	150.00	
Approx Total				20,000.00

S#	REPAIR MAINTENANCE OF SEWERAGE LINES / MANHOLES	APPROX QTY	Rate	Price (Rs.)
1	Providing and fixing uPVC class "B" pipe for sewer system including excavation preparation of compacted make smooth bed and back filling complete in all respect 1. 6 inch dia	120 r / ft	300.00	36,000.00
2	Making / arrangement sewer / water supply connection with existing main water / sewer line complete in all respect as necessary for making the connection to building / toilets /	200 r / ft	250.00	50,000.00



3	Construction, Repair & Maintenance of Manholes with providing and Fixing of Fiber Plastic covers of sizes as under: 18 inch Round Shape 12 Inch Square Shape			
		5	2,500.00	12,500.00
		6	2,000.00	12,000.00
Approx Total				110,500.00

S#	REPAIR MAINTENANCE OF NATURAL GAS	APPROX QTY	Rate	Price (Rs.)
1	Providing and fixing jointing GI pipe lines for Gas supply medium quality ILL. Including special sockets, tee, elbow, bend, reducer plug and union etc) supported on walls or suspended from roof slab, including protective coating or black tapping complete in all respect as per available drawing or as directed.  1. ½ inch dia pipe fittings	50 r /ft	45.00	2,250.00
2	Providing and fixing gas cocks of approved quality of gas company including all accessories complete in all respect  2. ½ inch dia	02 in nos	300.00	600.00
Approx Total				2,850.00

S#	PATHWAY PAVERS OR GARDEN TILES (CLAY TYPE)	APPROX QTY	Rate	Price (Rs.)
1	The two sides to be raised with Garden Tiles 1x1 ft	800 r / ft	38.00	30,400.00
Approx Total				30,400.00
Grand Total Amount of A-1				Rs. 2,491,650.00

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

- 3.8 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 Syed Rahim Shah & Brothers 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.

**Article VIII:**  
**INTEGRITY PACT**



- 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**

- 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/01/18-19 will be the integral part of this agreement and can't be revoked.
- 8.7 Food/lunch/tea/dinner is contractor's responsibility. However, access of drinking water can be used at IBA premises

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

Aamer Shabbir  
Wing Commander (Retd)  
General Manager Administration  
Institute of Business Administration  
Karachi Pakistan

"IBA"

NAME: Aamer Shabbir Khan

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

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

G. M. Admin Institute of Business  
Administration Main Campus

University Road, Karachi

1.

  
**M. SOHAIL KHAN**

Manager Purchase & Stores

Institute of Business Administration  
Karachi-Pakistan

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

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

Syed Rahim Shah & Brothers

Proprietor

M/s Syed Rahim Shah & Brothers

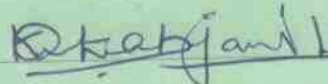
NAME: Immad Kokab

CNIC # 42201-9323933-9

Address: A-148 block # Gulistan-e-Johar

Address: A-148, Block-4  
Gulistan-e-Johar, Karachi

2. Kokab Jamil

  
**Kokab Jamil**

#-148 block # Gulistan-e-Johar  
Karachi

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

Address: 42201-6758905-9

Syed Rahim Shah & Brothers

Proprietor