

NBP-1063-2305110002322578

GoS-KHI-2308E5F0EBE671F7

Non-Judicial

Rs 9,384/-

Description : Contract - 15(a)
 Principal : IBA [27024407]
 Contractor : Muddasir Attique [76170036]
 Applicant : Muddasir Attique [45401-4678659-9]
 Stamp Duty Paid by : Muddasir Attique [76170036]
 Issue Date : 11-May-2023, 03:28:29 PM
 Paid Through Challan : 2023D5356F19E26F
 Amount in Words : Nine Thousand Three Hundred and Eighty Four Rupees Only

Please Write Below This Line

AGREEMENT Supply & Fixing of Tiles

THIS AGREEMENT is executed at KARACHI, on this day May 2, 2023

BETWEEN

M/s. Institute of Business Administration, Karachi through its Registrar, located at **Main Campus, University Enclave, 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. Inaya Enterprises, having its office at **Plot # C-60, Shop # 1/2, Khursheed Arcade, Al-Syed Village, Near MP Check Post # 6, Karachi**, hereinafter referred to as THE CONTRACTOR (which expression shall wherever the context so permits are deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr MUDDASIR ATTIQUE**, holding CNIC No. **45401-4678659-9** on the **SECOND PART**.

WHEREAS IBA intends to obtain a Supply & Fixing of Tiles vide tender # CW/19/22-23 up to the entire satisfaction & handing over the material(s) to the IBA having accepted the offer in a finished form complete in all respect.

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





WITNESSETH

IBA hereby offers to appoint THE CONTRACTOR as their supplier for the specific purpose of "Supply & Fixing of Tiles" vide tender # CW/19/22-23. THE CONTRACTOR hereby agrees to the offer of the IBA in acceptance of the terms & conditions herein below forth.

Article I:
SCOPE OF WORK

- 1.1 This Agreement includes the "works", discussions with "IBA" as per the determination of the scope of works, schedule of work & timeline to suitable scale with any/all other relevant details to "IBA".
- 1.2 "THE CONTRACTOR" agrees to provide any/all kinds of works related to the 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/projects with Project Dept. and Head of Procurement, of the "IBA" who will advise "THE CONTRACTOR" in the supervision of proposed works/jobs related.
- 1.4 "THE CONTRACTOR" is bound to provide items including machinery, equipment, goods material, gadget, ladders, scaffoldings, platforms for any heights, plungers, brushes, application rollers, buckets etc. required to complete the order.
- 1.5 All surfaces where work was carried out required to be cleaned from stains through related equipment/tools/materials etc.
- 1.6 It will be the responsibility of THE CONTRACTOR to remove debris/sludge/garbage/waste material/leftover material, machinery, equipment and manpower from the site at their own cost after completion of works/jobs/project. However, a Clearance Note/Certificate will be required from Project Department.
- 1.7 Any additional work/job, if required/necessary etc. over and above/extra the Work Order, will be executed based on Variation Order.
- 1.8 Entry & Endorsement in Measurement Book for all jobs done is mandatory. The Measurement Book is to be countersigned by the Project Supervisor on each occurrence/daily basis.
- 1.9 THE CONTRACTOR will require to obtain an Entry Pass for each of their employees/labour/manpower etc. from IBA, Security Office.
- 1.10 Any alteration/deletion/addition will only be considered if provided in writing by Project Dept. No verbal instruction(s) / order(s) will be considered valid.
- 1.11 THE CONTRACTOR must adopt the Environmentally Friendly procedure and avoid the use of Toxic material used in printing works.
- 1.12 THE CONTRACTOR is responsible for the safety of all its activities including the protection of life & the environment on and off the site. IBA is a no-smoking zone. IBA will not be responsible for any mishap.
- 1.13 Life Insurance / Security of workers will be the responsibility of THE CONTRACTOR.

Article II
SCOPE OF PROFESSIONAL WORKS

- 2.1 "THE CONTRACTOR" hereby agrees and acknowledges the routine supervision of the works and to check the execution of works in accordance with the Description & Specification vide Tender # CW/04/21-22.
- 2.2 "THE CONTRACTOR" hereby agrees and acknowledges the acceptance of attending the meetings with the IBA officials as & when required.
- 2.3 All staff must have CNIC and clearly mentioned to discourage work through child labour.
- 2.4 Project Deptt subordinates shall at all reasonable times have access to the site for supervision and inspection of works under or in the 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 the Project Department and Head of Procurement. Ordered material is subjected to final inspection at the time of delivery at the Store validated by delivery challan by the concerned 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 may arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or becomes 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 The date of completion of work/job/project will be June 2, 2023.

Article III
PAYMENT

- 3.1 Payment will be made after completion of works/jobs/projects and submission of bill/invoice. Complete Measurement with Clearance Note/Certificate endorsed by Project Department is required before the process of bill/invoice. However, interim payment against running bill.

Article IV
REMUNERATION

- 4.1 The cost offered by THE CONTRACTOR is Rs. 2,681,000/- (inclusive of all taxes) to Supply & Fixing of Tiles vide tender # CW/19/22-23 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/customs duties etc. Details of items are appended below:

| Sr # | Item Specifications | Qty | Rate | Total Amount |
|------|---|------------------|--------|--------------|
| 1. | Providing, Supply & fixing Porcelain Tiles Size: 400 x 400 Brand: Master Tiles, Model: 14SF-BCD72-MULTI Floor / Wall Tile Colour: Matt Grey (as approved) On walls up to 7' height including 1" thick 1:4 CSM base and tiles fixed with dry Bond Includes all types of material, loading, unloading, transportation etc. complete and delivery in good condition at site and labour, tools and plants etc. complete. | 4,200 Sq. Ft. | 261.06 | 1,096,452.00 |

| | | | | |
|-----------|---|---------------------|--------------------|---------------------|
| 2. | Providing, Supply & fixing Porcelain Tiles Size: 400 x 400 Brand: Master Tiles, Model: 14SF-BCD72-MULTI Floor / Wall Tile Colour: Matt Grey (as approved) On the floor including 1½" thick 1:4 CSM base and tiles fixed with dry Bond Includes all types of material, loading, unloading, transportation etc. complete and delivery in good condition at site and labour, tools and plants etc. complete. | 3,500 Sq. Ft. | 283.19 | 991,165.00 |
| 3. | Providing, Supply & laying Floor Sub Base On the existing surface average 3" thick 1:4:8 Concrete Includes all types of material, loading unloading, transportation etc. complete and delivery in good condition at site and labour, tools and plants etc complete. | 3,500 Sq. Ft. | 70.80 | 247,800.00 |
| 4. | Providing, Supply & laying 1:9 Block Masonry 1:4 CSM 4" thick wall up to 7' height | 120 Sq. Ft. | 309.58 | 37,149.00 |
| | | | Total | 2,372,566.00 |
| | | | 18% GST | 308,434.00 |
| | | | Grand Total | 2,681,000.00 |

- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed-on as per the Purchase Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and THE CONTRACTOR has to deliver the required number of equipment to IBA.
- 4.3 Performance Security 5% of the total amount of the Purchase Order will be provided by THE CONTRACTOR.
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by THE CONTRACTOR. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc., if any or additional will be paid/borne by THE CONTRACTOR as per SRO/Notification.
- 4.6 IBA will not pay any charges(s) regarding cartage/carriage/transportation/food/wages/accidental etc.

Article V **ARBITRATION**

- 5.1 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 hereof shall be referred to the Registrar of the IBA 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, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article VI
TERMINATION

- 6.1 IBA may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15-day notice.

Article VII
INDEMNITY

- 7.1 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 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 CONTRACTOR which disturbs or damage the reputation, quality or the standard of services provided by IBA and any person claiming through the IBA.

Article VIII
NOTICE

- 8.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article IX:
SEVERABILITY

- 9.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article X
INTEGRITY PACT

- 10.1 The intention is 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).
- 10.2 Without limiting the generality of the forgoing the M/s. Inaya Enterprises 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.
- 10.3 M/s. Inaya Enterprises 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 the 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 instruments, stand void at the discretion of the IBA.
- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Inaya Enterprises 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 M/s. Inaya Enterprises, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XI
MISCELLANEOUS

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

11.2 The validity of the contract will be effective from the date of issue of the Purchase Order.

11.3 All terms and conditions of tender vide # CW/19/22-23 will be an integral part of this agreement.

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

Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

IBA, Karachi
Dr. Muhammad Asad Ilyas
Registrar
CNIC # 42301-4497722-9

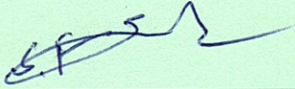
Address:
Institute of Business Administration
Main Campus, University Road, Karachi

Al Inaya Enterprises
Proprietor


M/s. Inaya Enterprises
(Name) MUDDASIR ATTIQUE
(Designation) PROPRIETOR
CNIC # 45401-4678659-9

Address:
Plot # C-60, Shop # 1/2, Khursheed Arcade,
Al-Syed Village, Near MP Check Post # 6,
Karachi

WITNESS:

1. 
IBA, Karachi
Syed Fahad Jawed
Head of Procurement
CNIC # 42201-9125136-6

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

2. 
M/s. Inaya Enterprises
(Name) Attique ur Rehman
(Designation) Site Engineer
CNIC # 45401-2917012-9

Address:
Plot # C-60, Shop # 1/2, Khursheed Arcade,
Al-Syed Village, Near MP Check Post # 6,
Karachi

Focal Person IBA Mr. Naseem Ul Haq