



DANISH AHMAD STAMP VENDOR  
S.V. Lic. No. 29, Suit No. 223, IInd Floor,  
Tahir Plaza, City Courts, Karachi

11 JUN 2019

RUPEES FIVE HUNDRED ONLY

S. No. 26186 DATE  
ISSUED TO WITH ADDRESS  
THROUGH WITH ADDRESS  
PURPOSE  
VALUE RS. 500 ATTACHED  
STAMP VENDOR'S SIGNATURE

Muhammad Waris Khan Ajmeri  
Advocate Ledger No. 3935/KBA  
City Court Karachi

## AGREEMENT

### Repair & Maintenance Staff Town C-13

THIS AGREEMENT is executed at KARACHI, on this day June 13, 2019.

#### 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 Hamza T Contractor & General Order Supplier, having its office at H # 97/2, Area 1-D, Landhi # 1, 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. Hamza Tanweer, holding CNIC No. 4200053015289 on the SECOND PART.

WHEREAS "IBA" intends to obtain Staff Town Repair & Maintenance Works at C-13 related jobs/works as assigned in accordance to the tender vide # CW/13/18-19 at IBA Staff Town at the cost of Rs.67, 050.00 Inclusive all taxes. The basis with the works/jobs of items as per tender vide # CW/13/18-19 (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





**MUHAMMAD UMAR STAMP VENDOR**

Licence No. 48 Seat No 3 City Courts Karachi

10 JUN 2019

S.No. 12540 Date

ISSUED TO WITH ANWAR AHMED ADVOCATE

THROUGH TO WITH

PURPOSE (ATTACHED)

VALUE (ATTACHED)

STAMP VENDOR'S SIGNATURE

RUPEES TWO THOUSAND ONLY

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:**

#### 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/13/18-19 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.



1.4 "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.

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/13/18-19 at IBA Staff Town C-13.

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/13/18-19.

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 September 30, 2019.

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 "THE CONTRACTOR" is responsible for the safety of all its activities including protection of the environment on and off the site in accordance to the best international practices.

2.6 "THE CONTRACTOR" must ensure Environmental Friendly procedure of civil works and avoid the use of Toxic material.

2.7 Life Insurance / Security of worker will be the responsibility of contractor. IBA will not be responsible for any mishap.



3.1 The cost offered by the Contractor is Rs. 677,050.00 (inclusive of all taxes) vide tender # CW/13/18-19.

3.2 This Agreement includes, the "Staff Town Repair & Maintenance Works at C-13", as per "IBA" requirement mentioned in Tender BoQ.

		M/s Hamza T Contractor & General Order Supplier			
		Qty	Rate	Amount	Timelines / Schedule of Work
<b>MASONRY / PLASTER WORK</b>					
S#	Place				
1	<b>Plaster Repair Works</b> Providing and applying at any height cement and sand plaster (1:6) to walls, roof, beams etc., making edges and corners including preparation of surface before plastering finishing curing etc complete in all respect (including cost of all usable instruments / equipment) (Actual Quantities as per site requirement)	800 Sft	70	56,000.00	8-July-19
2	<b>Dismantling / demolition / removal of masonry works</b> Dismantling / cutting / removal of existing masonry walls, floors / mosaics including wall chipping, partitions, false ceilings, including 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)	1000 Sft	25	25,000.00	30-Aug-19
<b>Approximate Total</b>				81,000.00	

#### REPAIR RENOVATION OF KITCHEN

S#	Detail of Work	Qty	Rates	Amount
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1	<p><b>Providing and fixing in position cabinets</b> of the following types consisting of ¾ inch thick MDF laminated board boxing, tuff Formica finished shutters, Partial wood frames / lipping / beading, lacquer polish to wood surfaces including all hardware and accessories complete in all respect as per approved shade / color; drawing or as indicated by Maintenance Manager as per site requirements</p> <p>1. Fixing of Doors with frame to structure</p> <p>2. Hanging Cabinets 16 inch deep 24 inch high</p>	16 S / ft 31 S ft	150 750	2,400.00 23,250.00	14-SEP-19
2	<p><b>Providing / fixing Tiles</b> (Imported China made Tiles basic price Rs 750/00 per sq meters) or equivalent Standard / Quality of size 10 x 13 inch size above slabs and floors / walls including all costs of material / bonds grouting etc. complete in all respect as instructed by Maintenance Dept.</p>	300 S ft	175	52,500.00	25-JUL-19
3	<p><b>Providing and fixing SS kitchen sink</b> into marble slab (34x14) inch or in similar length x breadth) Stainless Steel, Matt Surface, double bowl including all accessories such uPVC waste pipe, coupling bracket set, and all joints to service and drains plugging and screwing as necessary to the structure complete in all respect as per site requirement or instructions of Maintenance</p>	1 Set	7950	7,950.00	22-AUG-19



	equivalent) with 2 inch skirting pasted with chemical jelly / bond				
5	<b>Providing and fixing in Kitchen</b>  1x kitchen hot / cold water mixtures local made high neck with brass spindles stainless steel chrome finish etc (basic price Rs 3,500/00 per set) including all joints to service / plugging and screwing as necessary to the structure complete in all respect as per site requirement or instructions of Maintenance Department.	1 Set	6000	6,000.00	16-Sep-19
Approx Total				104,900.00	

#### REPAIR RENOVATION OF BATHROOMS

S #	Detail of Work	Qty	Rate	Amount	
1	<b>Providing / Fixing Tiles</b> (Imported China made Tiles basic price Rs 750/00 per sq meters) or equivalent Standard / Quality of size 10 x 13 in size above slabs and floors / walls including all costs of material / bonds grouting etc. complete in all respect as instructed by Maintenance Dept.	600 S ft	175	105,000.00	19-July-19
2	<b>Providing and fixing Western / English WC</b> one piece type (of approved local high quality and color; basic price Rs 6,000/00 per single piece) with commode seat, flush tank, including fittings, flushing pipe, thimble, making all joints to services and drains; plugging and screwing as necessary to the structure	1 Set	12000	12,000.00	25-Aug-19



2	<b>Providing and fixing Western / English WC</b> one piece type (of approved local high quality and color; basic price Rs 6,000/00 per single piece) with commode seat, flush tank, including fittings, flushing pipe, thimble, making all joints to services and drains; plugging and screwing as necessary to the structure complete in all respect as per site requirement	2 Set	12000	24,000.00	19-Aug-19
3	<b>Providing and fixing Wash basin with pedestal</b> (of approved local high quality and color; basic price Rs 4,000/00 per single piece) all accessories such as 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 as per site requirement	3 Set	7000	21,000.00	12-Sep-19
4	<b>Providing and fixing in Bathrooms:</b> Providing and fixing bathroom sanitary sets with accessories including fixing with rowel plug of approved quality complete in all respect 3xBathroom Shower sets local made brass spindles (7 pieces) as per approved quality / color (basic price Rs 4,500/00 per set) complete in all respect plugging and screwing as necessary to the structure etc complete in all respect	3 Set	10000	30,000.00	21-Sep-19





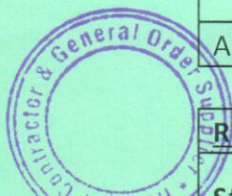
	quality / color (basic price Rs 1,900/00 per set)				
5	Providing & fixing, jointing , testing of PPR pipe including specials fittings such as hanging system, socket, tees, elbow, bends, reducers, plugs and unions etc supported or buried in walls / floor or suspended from roof slab as per specification complete in all respect. 1. ¾ inch dia 2. 1 inch dia	150 R / ft 150 R / ft	80 120	12,000.00 18,000.00	26-July-19
Approx Total				232,500.00	

#### CARPENTRY JOBS (PROVIDING AND FIXING INCLUDING REPAIR JOBS)

S#	Detail of Work	Qty	Rate	Amount	
1	Repair and maintenance of all existing door / windows and cabinet door including replacement of broken wood, parts, scrubbing / painting (ICI-white) and providing and fixing of hinges / tower bolts etc as per site requirement or as directed by maintenance department or site requirement				27 Aug 19
	Doors	12 Nos	2000	24,000.00	
	Windows	10 Nos	1500	15,000.00	
	Ventilators	4 Nos	1000	4,000.00	
2	Providing and fixing 5 mm thick glass in existing windows, ventilator etc (Ghani or equivalent) complete in all respect as per site requirement	150 Sft	200	30,000.00	3-SEP-19
Approx Total				73,000.00	

#### REPAIR MAINTENANCE OF SEWERAGE LINES / MANHOLES

S#	Detail of Work	Approx.	Rate	Amount
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	and back filling complete in all respect  1. 6 inch dia	50 R / ft			
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 / kitchen  1. 4 inch dia	60 R / ft	300	18,000.00	26-Aug-19
Approx Total				36,750.00	

#### REPAIR MAINTENANCE OF NATURAL GAS LINE

S#	Detail of Work	Approx. Qty	Rate	Amount	
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.	20 R/ft	150	3,000.00	19-Sep-19
2	Providing and fixing gas cocks of approved quality of gas company including all accessories complete in all respect  2. ½ inch dia	02 Nos	200	400.00	1-Sep-19
Approx Total				3,400.00	

#### PATHWAY PAVERS OR GARDEN TILES (CLAY TYPE)

S#	Detail of Work	Approx. Qty	Rate / rft	Amount	
	The sides alongside				





	cement etc complete in all respect.				27-Aug-19
Approx Total				17,500.00	

REPAIR AND MAINTENANCE OF MOSAIC FLOORS					
S#	Detail of Work	Approx. Qty	Rate / sq ft	Amount	
1	All House Mosaic Floor, repair / maintenance including grouting and Polishing Works complete in all respect	1600 Sq ft	80	128,000.00	30-Sep-19
Approx Total				128,000.00	
Total Amount including Tax			Rs. 677,050.00		

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.

3.7 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 Hamza T Contractor & General Order Supplier as per SRO/Notification.

3.10 A liquidated damages @ 2% per month, of the total agreed payment, of the total cost will be imposed in case of delayed works. 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.





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**

8.1 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 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



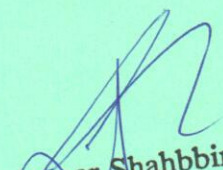


kickback given by the contractor / company / firm / supplier / agency / service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**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/13/18-19 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.

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

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

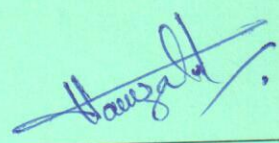
Address:

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

WITNESS  
1. Syed Fahim Uddin  
Senior Manager (General Maintenance)

CNIC # 42101-3868581-1

Address: IBA, Karachi

  
M/s Hamza T Contractor &

NAME: Hamza Tanveer

CNIC # 42000-5301528-9

Address:

Address: Govt. Teacher Housing Scheme,  
C-18, Karachi

2. 

CNIC# 42000-0441308-5

Address: Suit #1 Dershtign



Address: IBA, Karachi

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5. \_\_\_\_\_

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

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