

City of San Francisco California

31 JAN 2017

February 01, 2017.

ISSUED TO WATM 54

PURPOSE

VALUE

STAMP VENDOR'S SIGNATURE

Figure 1. A schematic diagram of the experimental design. The subjects were divided into two groups: the control group and the experimental group. The control group received a standard training program, while the experimental group received a modified training program. The subjects were then tested on a series of tasks, and their performance was compared between the two groups.

M/s Shakoor Construction Co., having its office at 5/2218, Shah Faisal Colony, Karachi, hereinafter referred to as "THE CONTRACTOR" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor M. Saleem, holding CNIC No. 42201-0829850-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain Repair & Maintenance Civil Works at IBA Staff Town Housing Units related jobs/works as assigned in accordance to the tender vide # CW/03/16-17 at IBA Staff Town at the cost of **Rs.413,000.00 Inclusive all taxes**. The basis with the works/jobs of items as per tender vide # CW/03/16-17 (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 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:



30 JAN 2017
SYED AZ HASSAN STAMP VENDOR
D.NO. 52, SEAT 2, ST. OF
CITY COURT KARACHI
S.NO. 13280

Fixed to with Address
Through to with Address
Please

Stamp Vendor's Signature

25 JAN 2017
"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 set forth. However, the terms and conditions of the tender document dated 03/16-17 would be integral part of this agreement.

MASSOOD HUSAIN KHAN
Advocate High Court
D.NO. 478/HCKH

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 Manager General Maintenance and Manager Purchase & 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

- 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/03/16-17.
- 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 March 08, 2017.
- 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. 413,000.00 (inclusive of all taxes) vide tender # CW/03/16-17.
- 3.2 This Agreement includes, the "Repair & Maintenance Works at IBA Staff Town", as per "IBA" requirement mentioned in Tender BoQ.

BOQ FOR MINOR CIVIL WORKS AT (TWO) E —TYPE HOUSES - IBA STAFF TOWN

| MASONRY / PLASTER WORK (Roof / Floor Walls) | | | | |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|---------------|
| S# | Place | Approx. Qty | Rate | Amount |
| 1 | Dismantling / demolition / removal of masonry works Dismantling / chiseling cement / mosaic concrete plain, cleaning and straightening the same (kitchen / bathroom) as instructed by Maintenance Dept; complete in all respect (Actual Quantities as per site requirement) | 300x2 (s/ft) | Rs 10/- | Rs.6000/- |
| 2 | Plaster Repair Works Providing and applying at any height cement and sand plaster (1:6) to walls, roof, 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) or as approved by the Maintenance Department. | 300x2 (s/ft) | Rs.30/- | Rs.18,000/- |

| REPAIR & RENOVATION OF KITCHEN / BATHROOMS | | | | |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------|---------------|
| S# | Detail of Work | Approx. Qty | Rates | Amount |
| 1 | Providing & fixing, jointing , testing of CPVC pipe including special 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. ½ inch dia 2. ¾ inch dia | 400 r/ft | Rs. 120/- | Rs.48,000/- |
| 2 | Providing / fixing Tiles (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. (brand to be mentioned) | 30x2 Sq Mtr | Rs. 1800/- | Rs. 10,8000/- |
| 3 | Providing and fixing in position Marble slabs / counter top as per size with cuttings for kitchen sink of given size (Tippy or equivalent) | Two jobs | Rs.15,000/- | Rs.30,000/- |

| | | | | |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|-------------|
| | <p>pasted with chemical jelly / bond including block masonry with required plastering of surfaces complete in all respect as per instructions of Maintenance Department</p> <p>1. 15ft x 2ft X3/4 inches approx.</p> <p>SIZE may vary as per site requirement</p> | | | |
| 4 | <p>Providing and fixing SS kitchen sink into marble slab (17x14) inch or in similar length x breadth) single 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 instructions of Maintenance Department.</p> | Two Job | Rs.10,000/- | Rs.20,000/- |
| 5 | <p>Providing and fixing in Kitchen / Bathrooms:</p> <p>1. 2xBathroom 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 with all connections etc as per instructions of Maintenance Department</p> <p>2. 2x kitchen hot / cold water mixtures local made high neck with brass spindles stainless steel chrome finish etc (basic price Rs 2,500/00 per set) complete in all respect as per instructions of Maintenance Department</p> <p>(brand to be mentioned)</p> | Two Jobs | Rs.15,000/- | Rs 30,000/- |

BOQ FOR MINOR CIVIL WORKS AT D —TYPE HOUSES - IBA STAFF TOWN

| MASONRY / PLASTER WORK (Roof / Floor Walls) | | | | |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|--------------|
| S# | Place | Approx. Qty | Rate | Amount |
| 1 | Dismantling / demolition / removal of masonry works Dismantling / chiseling cement / mosaic concrete plain, cleaning and straightening the same (kitchen / bathroom) as instructed by Maintenance Dept; complete in all respect for fixing tiles (Actual Quantities as per site requirement) | 200 (s/ft) | Rs. 10/- | Rs. 2000/- |
| 2 | Plaster Repair Works Providing and applying at any height cement and sand plaster (1:6) to walls, roof, 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) or as approved by the Maintenance Department. (Actual Quantities as per site requirement) | 200 (s/ft) | Rs. 30/- | Rs. 6000/- |
| 3 | Providing & fixing, jointing, testing of CPVC pipe including special 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. ½ inch dia 2. ¾ inch dia (Actual Quantities as per site requirement) | 200 r/ft | Rs. 120/- | Rs. 24,000/- |
| 4 | Providing / fixing Tiles (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. (brand to be mentioned) (Actual Quantities as per site requirement) | 30 Sq Mtr | Rs. 1800/- | Rs. 54,000/- |
| 5 | Providing and fixing in position Marble slabs / counter top as per size with cuttings for kitchen sink of given size (Tippy or equivalent) pasted with chemical jelly / bond including block masonry with required plastering of surfaces complete in all respect as per instructions of Maintenance Department | One job | Rs. 15,000/- | Rs. 15,000/- |

| | | | | |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-------------|
| | 2. 15ft x 2ft X3/4 inches approx. (Actual Quantities as per site requirement) | | | |
| 6 | Providing and fixing SS kitchen sink into marble slab (17x14) inch or in similar length x breadth) single 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 instructions of Maintenance Department. | One Job | Rs.10,000/- | Rs.10,000/- |
| 7 | Providing and fixing in Kitchen / Bathrooms: 1. 1xBathroom 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 with all connections etc as per instructions of Maintenance Department 2. 1x kitchen hot / cold water mixtures local made high neck with brass spindles stainless steel chrome finish etc (basic price Rs 2,500/00 per set) complete in all respect as per instructions of Maintenance Department (brand to be mentioned) (Actual Quantities as per site requirement) | One each job | Rs.15,000/- | Rs/15,000/- |

BOQ FOR MINOR CIVIL WORKS AT B —TYPE HOUSES - IBA STAFF TOWN

| REPAIR RENOVATION OF KITCHEN | | | | |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------|---------------|
| S# | Detail of Work | Approx. Qty. | Rates | Amount |
| 1 | Providing / fixing Tiles (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 for plastering / bonds grouting etc including necessary block masonry complete in all respect as instructed by Maintenance Dept. (brand to be mentioned) (Actual Quantities as per site requirement) | 15 Sq Mtr | Rs.1800/- | Rs.27,000/- |

5. TOTAL AMOUNT STAFF TOWN E, D & B

Staff Town House # E

Total Amount = Rs. 26000/- (inclusive of all taxes)

Staff Town House # D

Total Amount = Rs. 12600/- (inclusive of all taxes)

Staff Town House # B

Total Amount = Rs. 2700/- (inclusive of all taxes)

Staff Town 'E' + 'D' + 'B'

Grand Total = Rs. 41300/- (inclusive of all taxes)

Grand Total (in words) Rs. Forty One Thousand Three Hundred and 00/-

(inclusive of all taxes)

- 3.3 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Clearance Note / Certificate from Manager General Maintenance and Manager Purchase & 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 Musheer & Sons 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

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

- 8.1 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

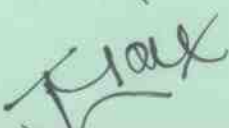
declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA

- 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

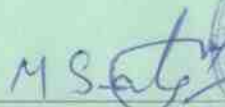
- 8.1 Works/job/project will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 8.2 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 8.4 The terms and conditions of the AGREEMENT have 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/03/16-17 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"

JAMI MOIZ
REGISTRAR
Institute of Business Administration
Karachi, Pakistan

NAME: Jami Moiz



M/s Shakoor Construction Co.

NAME: M. Saleem



1. 

M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration

Karachi-Pakistan

CNIC # _____

Address: _____

Address: _____

2. 



CNIC# _____

Address: _____

Address: _____