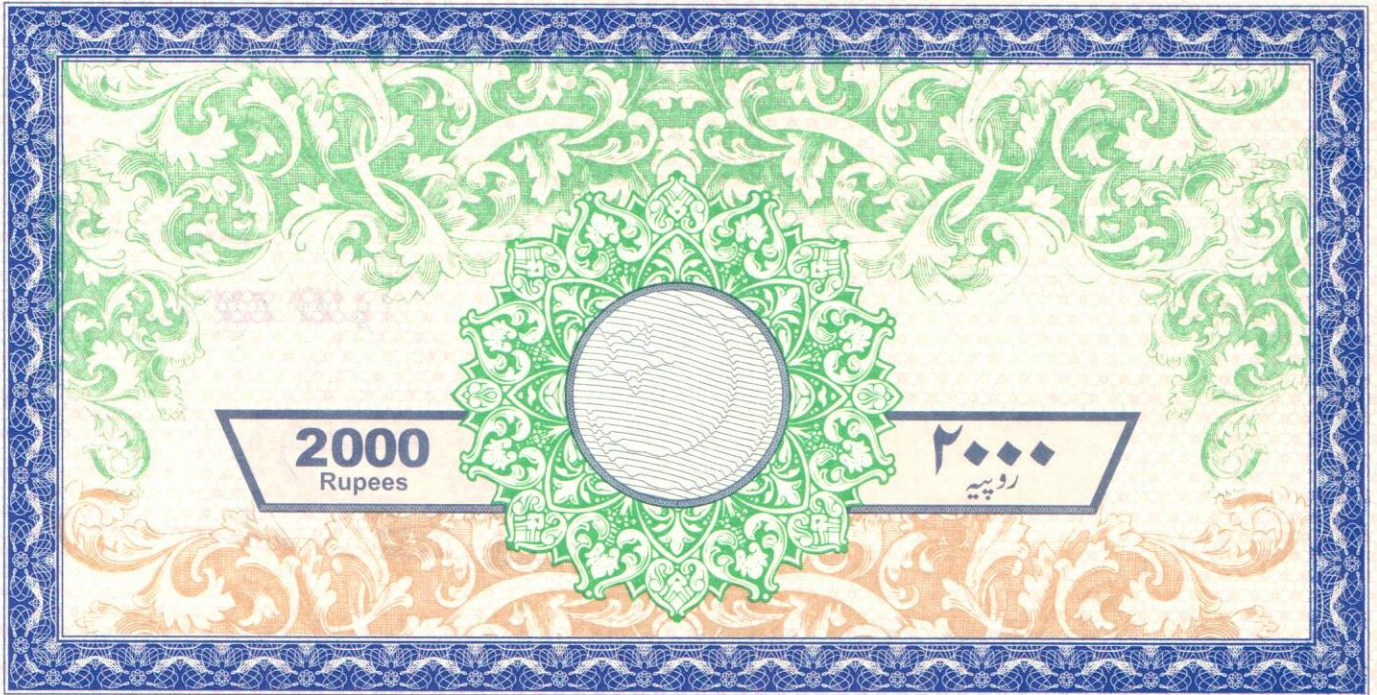


726022



STAMP OFFICE CITY COURT, KARACHI

Issued to M. ABAD BAIG ADVOCATE c/o IMCOT
 CNIC/REG No. 43339
 Vide DSR No. 06 Dt. 15-9-2020
 On behalf of Chaitan No. 255 Dt. 14-9-2020
 for the purpose of As
 Entry No. 00 Dt. 15-9-2020

(RUPEES TWO THOUSAND ONLY)

15 SEP 2020

AGREEMENT**Provision & Fixing of Aluminum Works**

THIS AGREEMENT is executed at KARACHI, on this day September 23 2020.

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 "**CONTRACTOR**" (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 Provision & Fixing of Aluminum Works related jobs/works as assigned in accordance to the tender vide # CW/14/19-20 at the cost of **Rs.751,037.00 Inclusive all taxes**. The basis with the works/jobs of items as per tender vide # CW/14/19-20 (IBA requirement) discussions in respect of the same as per determination of scope of works will be held with Chief Librarian & Head of Procurement 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:

D736372



INTEZAR ALAM QURESHI STAMP VENDOR
LIC. NO. 70, CENTRAL STAMP OFFICE
CITY COURT KARACHI PAKISTAN
S. No. 0005384 Date _____
Issued to With Address. _____
Through With Address. AKRAM AZHAR
Purpose _____ Advocate L. No. 597
Value _____ Attached [Signature]
Stamp Vendor Signatures _____

16 SEP 2020

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi
RUPEES TWO HUNDRED ONLY
23 SEP 2020

WITNESSETH

“IBA” hereby offer to appoint “The contractor” as their official work executor for the specific purpose of “Works” 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 Provision & Fixing of Aluminum Works. “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/16/19-20 would be integral part of this agreement.

Article I:

DUTIES & SCOPE OF WORK AND AGREEMENT

- 1.1 This Agreement includes, the “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 Chief Librarian and Head of Procurement, 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 Chief Librarian .

AA524657



MUHAMMAD IMRAN STAMP VENDOR
Shop No. 31, Jilani Plaza, Garden West, Karachi
Lic. No. 141, S. No. 4304 Date:

23 SEP 2020

OFFICE SUPERINTENDENT
Stamp Office, City Court
RUPEES FIFTY ONLY

Issued to With Address
Through With Address
Purpose
Value Rs. 50 Attached
Stamp Vendor's Signature
NOT FOR USED BANK GUARANTEE WILL DIVORCE
VENDOR NOT RESPONSIBLE FOR THE DOCUMENTATION

23 SEP 2020

- 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 Provision & Fixing of Aluminum Works, as assigned in accordance to the tender vide # CW/14/19-20.
- 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 contractor will require to obtain Entry Pass of their employee / labour / manpower etc from IBA, Security Office.
- 1.10 All equipment, ladders / scaffoldings / platforms for any heights, plungers, brushes, application Rollers, buckets etc. will be brought by the contractor as per standard safety regulations.
- 1.11 Any alteration/deletion/addition will only be considering if provided in writing by Chief Librarian . No verbal instruction(s) / order(s) will consider valid.
- 1.12 The contractor must adopt Environmental Friendly procedure and avoid the use of toxic material used in printing works.
- 1.13 The contractor is responsible for the safety of all its activities including protection of the life & environment on and off the site.
- 1.14 Material / quantities of this order is subject to final inspection at the time of delivery.
- 1.15 The contractor will responsible for taking all safety measures during working of his staff at any height / surfaces. Proper safety kept / harness will be applied by the contractor.
- 1.16 All staff must have CNIC and clearly mentioned to discourage work through child labor.

Z822176



STAMP OFFICE CITY COUNT, KAKAHI

Issued to M. Tarek
CNIC/LEG No. 11899
Vide D.S.R. No. 26 24/9/2020
For the purpose of _____
On Cash _____

RUPEES FIFTY ONLY

Ex Officio Vendor

1.17 IBA is no smoking zone. Life Insurance / Security of worker will be the responsibility of the contractor. IBA will not be responsible for any mishap.

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/14/19-20.
- 2.2 "The contractor" hereby agree and acknowledge the acceptance of attending the meetings with the Chief Librarian and Head of Procurement "IBA" as & when required.
- 2.3 Chief Librarian and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in 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 Chief Librarian and Head of Procurement. Ordered material is subjected to final inspection at the time of delivery at Store validated by delivery challan by concern authorized dealer.
- 2.4 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 arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become 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.
- 2.5 Date of Completion of work / job / project will be October 31, 2020.
- 2.6 All surfaces where work was carried out required to be cleaned from stains through related equipment / tools / materials etc.

Article III
REMUNERATION

- 3.1 The cost offered by the Contractor is Rs. 751,037.00 (inclusive of all taxes) vide tender # CW/14/19-20.
- 3.2 This Agreement includes, the "Provision & Fixing of Aluminum Works", as per "IBA" requirement mentioned in Tender BoQ.

			M/s S.M. Saeed & Brothers	
S. #	Description	Quantity	Rates	Amount (Rupees)
1	<u>At Front of Library Main Gate</u> Providing and fixing 10 mm thick unbreakable hi impact poly carbonate sheet of approved quality and colour, including nut bolt screw fixing or riveting with existing aluminum frame and make joint water proof complete in all respect as per instruction of engineer including wastage, cartage, tools & plants etc. all complete. Size 432 SFT	1 job	293,760.00	293,760.00
2.a	<u>Near Library Reception Area</u> Providing, fabricating and fixing in position at any floor or height glass partition partially fixed with double openable doors as per site requirement with 12mm thick tempered glass with safety film gasket, locks, door closer, handle, sealant and all accessories including floor mounted hinge, complete in all respect & as per instruction of engineer. Size: 75 SFT	1 job	146,250.00	146,250.00
2.b	<u>Door</u> Providing, fabricating and fixing in position at any floor or height glass door openable double panelled with 12mm thick imported tempered glass with safety film gasket, locks, door closer, handle, sealant and all accessories including floor mounted hinge, complete in all respect as per instruction of engineer. Size: 40 SFT	1 job	78,000.00	78,000.00
3	<u>Ceiling Work</u> Removal/cutting of existing false ceiling where necessary and providing and fixing new 2'x 2'x gypsum false ceiling, including G.I suspension system complete in all respect as per instruction of engineer. Top of curtain wall & cladding side wall where as required with matching paint.	1 job	24,375.00	24,375.00

	Size: 125 SFT			
4	<u>Door Frame Aluminum</u> (Library First Floor at Staff Office) Providing and fixing door frame aluminium, 4"x2-1/2" aluminum frame with simple groove design, including fixing of existing wooden door shutter in aluminum frame including providing hinges, lock, polishing etc. as per instruction of engineer. (Door shutter is already available). Size: 30 SFT	1 job	73,500.00	73,500.00
5	<u>Library Main Exit Gate</u> Modification in existing main exit gate of library main campus library need to change from pull to push. Size 6.5 FT height and 6 FT width	1 job	48,750.00	48,750.00
Total			Rs. 664,635.00	
SST			Rs. 86,402.00	
Total Amount			Rs. 751,037.00	

- 3.3 This Agreement includes, the "Provision & Fixing of Aluminum Works", as per "IBA" requirement mentioned in Tender BoQ.
- 3.4 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Complete Measurement with Clearance Note / Certificate endorsed from Chief Librarian is required before process of bill/invoice.
- 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 IBA reserve the right to cancel any or all of the above items if work / material is not in accordance with our specifications or if the delivery is delayed.
- 3.7 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 Stamp duty 0.35% for Services against total value of Work Order will be levied accordingly.
- 3.9 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 3.10 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by M/s S. M. Saeed & Brothers as per SRO/Notification.
- 3.11 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 45 days subject to services by IBA before the starting date mentioned on the Work Order.
- 3.12 The contractor will provide minimum one supervisor with 4-5 workers at one site. Work start from external area first and complete after completion of external area complete internal area as identified by Operations & Maintenance dept. However, salary /wages

/payment /remuneration etc to the manpower/labour/ workforce will be paid borne by THE CONTRACTOR.

- 3.13 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.
- 5.3 That upon termination of this agreement the contractor shall be permitted to remove all its devices and equipment which may have been placed at premises from the time to time.

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 / contractor / 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/contractor/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/contractor/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 / contractor / 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 XI:
SEVERABILITY

11.1 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 XII:
SCHEDULE OF WORK

PROJECT NAME: PROVISION & FIXING OF ALUMINUM WORKS AT LIBRARY

Sr.#	ACTIVITY	23	24	25	28	29	30	1	2	4	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30
1	MOBLIZATION																													
2	SITE HANDING OVER																													
3	TRANSPORTATION																													
4	POLYCARBONATED SHEET FIXING																													
5	GLASS PARTITION WITH DOUBLE OPENABLE DOORS																													
6	ALUMINUM DOOR																													
7	CEILING WORK																													
8	ALUMINUM DOOR FRAME																													
9	LIBRARY MAIN GATE WORK																													
10	FINAL SURVEY																													
11	HANDING & TAKING																													

START DATE: SEPTEMBER 23, 2020

COMPLETION DATE: OCTOBER 30, 2020

NOTE: WE WILL NOT RESPONSIBLE IF DELAY AT IBA END LIKE ANY SERVICE LINE DURING EXCAVATION, PROVISION OF ELECTRIC CONNECTION, SITE HANDING OVER, ETC.

Article XIII
FORCE MAJURE

13.1 CONTRACTOR shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of CONTRACTOR and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article XIV:
MISCELLANEOUS

14.1 Works/job/project will be handed over by the “IBA” or vet the cost with authentic stamp and signature.

- 14.2 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 14.3 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.
- 14.4 The validity of the contract will be effective from the date of issue of Work Order.
- 14.5 All terms and conditions of Work Order will be the integral part of this agreement and can't be revoked.


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


Dr. Mohammad Asad Ilyas
 Registrar
 Chairperson Accounting & Law Department
 Institute of Business Administration (IBA),
 Karachi, Pakistan


"IBA"
 NAME: Dr. Asad Ilyas
 CNIC # _____
 Address: _____
Registrar, Institute of Business
Administration Main Campus
University Road, Karachi


M/s S. M. Saeed & Brothers
 NAME: _____
 CNIC # _____
 Address: _____

WITNESS:

1. 
 Syed Fahad Jawed

CNIC # 42201-9125130-3
 Address: _____
Head of Procurement
Institute of Business
Administration Main Campus
University Road, Karachi

2. 
 M/s S. M. Saeed & Brothers
 NAME: Hamza Saeed

CNIC # 42101-5662940-1
 Address: 8-10 Noman Avenue
Block-14, Gulshan-e-Jabal
Khi,

Focal Person IBA

Kazi Muhammad Naziruddin