CONTRACT AGREEMENT

This agreement, made and entered into on 19th day of August 2011 by COMSATS Institute of Information Technology, Abbottabad herein after referred as the “CIIT Abbottabad” which expression shall where the context admits, include their successor in office and assigned” of the one part and M/S PARISTAN AND COMPANY, hereinafter referred to as the “CONTRACTOR” (which expression shall include successors, assignees of the said firm, heirs, executors, administrators and assigned of the partners of the said firm jointly and severally) of the other part.

WITNESSTH

Whereas due process procedure tenders have here to fore been received by the CIIT Abbottabad for the construction of “Student Service Center” at CIIT Abbottabad” hereinafter called “Works” and tender of the contractor for the said work has been accepted by the CIIT Abbottabad at an estimated cost of Rs.2,97,19222.02. (Twenty Nine Million Seven Hundred Nineteen Thousands Two Hundred Twenty Two only) on item rate basis.

1. In consideration of the covenants and agreement to be kept and performed by the contractor and for the faithful performance of this contract and completion of the work embraced herein, according to the satisfaction and condition herein – contained and referred to or agreed to in course of subsequent negotiation, the CIIT Abbottabad shall pay and the contractor shall receive and accept as full compensation for every thing furnished and done by the contractor under this agreement, the contract price Rs. 29719222.02. (Twenty Nine Million Seven Hundred Nineteen Thousands Two Hundred Twenty Two Only) as mentioned in accordance with such condition of contract etc.

And rates quoted against such item of works and agreed to and accepted by The parties as one instrument and at the times and in agreement manners

Prescribed by the condition of the contract and further to following condition.

2. That the work order/letter of award is issued to proceed with construction

3. That the contractor undertakes to provide the required strength of qualified technical staff to the satisfaction of the CIIT Abbottabad, for supervision of its works.

4. That the contractor shall do all works and furnished all labor, material, supplies, water and power, tools, machinery and other equipment and constructional plant that may be necessary for the said work at his own cost.

5. That the maintenance period shall be one year from the date of issuing of final certificate of completion.
6. It is agreed by the parties that this contract agreement shall be executed in quadruplicate, three copies to be filled in the office of the CIIT Abbottabad and one given to the contractor.

7. That this agreement shall be executed as a whole subject to the availability of funds. This contract may be executed as follow,

i) Department have the right to execute the work from contractor as floor wise whole or part.

ii) The quantities may vary but will be treated/paid to the contractor on submitted rates in the BOQ or as per actual.

iii) The scope of work may vary or change, which can alter, but will be paid as per actual

The following documents, which for the purpose of identification have been signed by CEO of M/S Pakistan & Company shall be deemed to formed and be read the construed as part of the agreement.

a. The said tender

i) Tender for works

ii) Instruction for tenderer

iii) General and special condition of contract

b. Specification and bill of quantities

c. Drawings

d. COMSATS letter No.CIIT/Atd/PD/SSC/39 (4)/2698 dated 19/08/2011 duly accepted by the contractor.
In witness whereof, the parties hereto have signed this agreement on the dates mentioned above.

COMSAT Institute of Information Technology Abbottabad

CONTRACTOR
Pakistan Khan S/O Saifdar Ali
CEO
M/S Pakistan & Company
Pakhval Road Manshehra
CNIC # 13503-0649993-5

Engr. Mohammad Shoaib
Project Director
COMSATS ABBOTTABAD

Witnesses:

1. Shahid Hussain Shah S/O
   Shafahat Hussain Shah
   Village Kalgan
   Distt Manshehra
   NIC - #13503-6895403-7

2. Muhammad Shafique Qureshi
   S/O Muhammad Hanif Qureshi
   Mohallah Gojri, Maira Mangal, PO
   Qulanderabad Teh & Distt Abbottabad
   CNIC # 13101-4138246-7

Counter signed