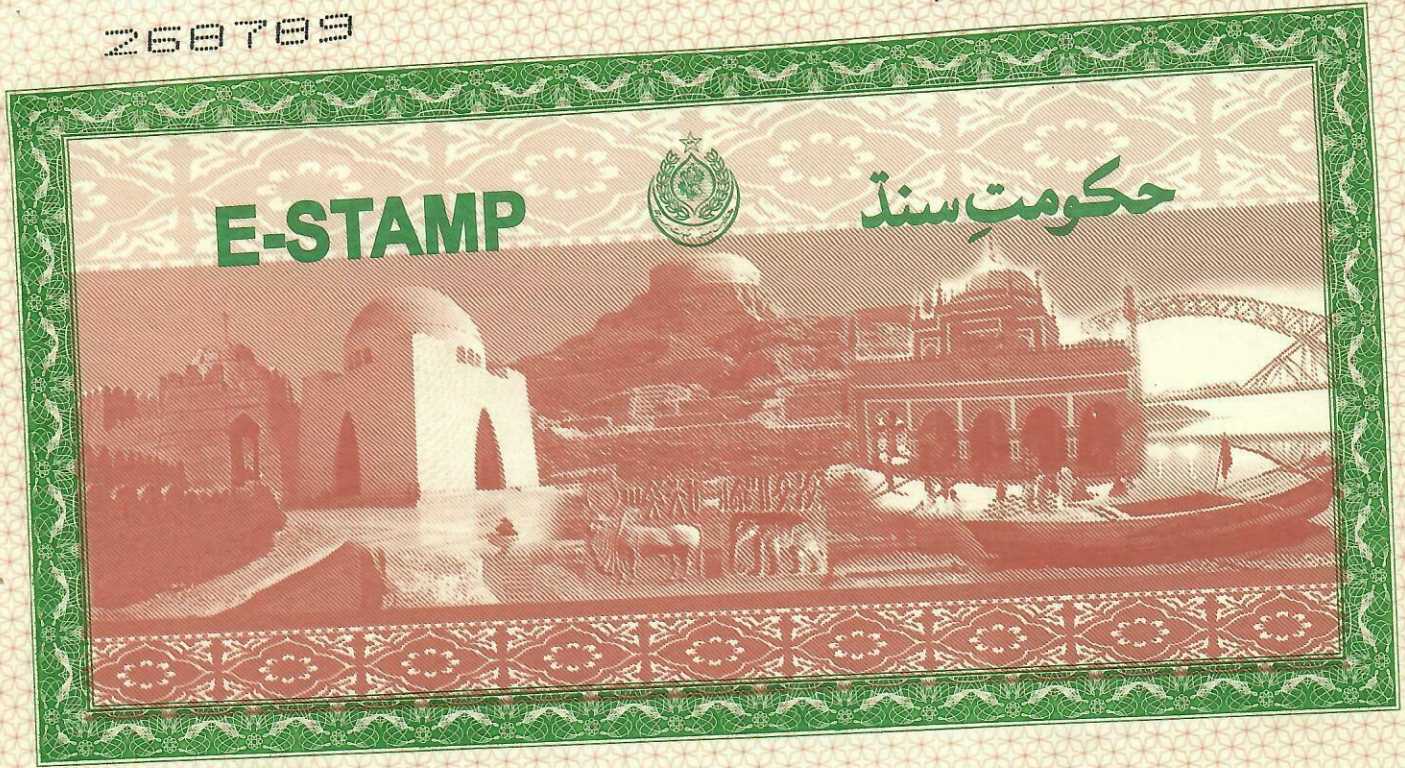


268789



NBP-1081-2401240003964149

GoS-KHI-B2FA59B748AE4603

**Non-Judicial****Rs 18,985/-**

Description  
Principal  
Contractor  
Applicant  
Stamp Duty Paid by  
Issue Date  
Paid Through Challan  
Amount in Words

: Contract - 15(a)  
: Institute of Business Administration [27024407]  
: FEROZE POWER (PVT) LTD [74497353]  
: SOHAIL FEROZE [42301-0841143-9]  
: FEROZE POWER (PVT) LTD [74497353]  
: 24-Jan-2024, 11:45:35 AM  
: 202416FEA1B4D292  
: Eighteen Thousand Nine Hundred and Eighty Five Rupees Only

Please Write Below This Line

**AGREEMENT**

**Procurement of 40 KWp Solar Roof Mounted PV Systems with  
O&M & Net Metering of complete 140kWp at IBA Girls Hostel  
Staff Town University Enclave Karachi**

THIS AGREEMENT is executed at KARACHI, on this day of January 18, 2024.

**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).

**AND**

**M/s FEROZE POWER (PVT) LTD**, having its Office # 42, **Darul Aman Housing Society Shahrah-e-Faisal, 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. \_\_\_\_\_ holding CNIC No. \_\_\_\_\_ on the SECOND PART.

**WHEREAS** "IBA" intends to obtain works vide tender # CW/04/23-24 "Procurement of 40 kWp Solar Roof Mounted PV Systems with O&M & Net Metering of complete 140kWp at IBA Girls Hostel Staff Town University Enclave Karachi" as per Scope of Work and Specification attached, and has offered the work to the "CONTRACTOR" in accordance with the terms explained in this contract.

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

"IBA" has appointed "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 Procurement of 40 KWp Solar Roof Mounted PV Systems with O&M & Net Metering of complete 140KWp (Existing and extension) at IBA Girls Hostel situated at IBA Staff Town University Enclave Karachi. "THE CONTRACTOR" hereby agrees 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/04/23-24 would be integral part of this agreement.

**Article I**  
**DUTIES & SCOPE OF WORK & AGREEMENT**

- 1.1 This Agreement includes, the "services & works", pertaining to the" Design, Supply, Installation, Testing, Commissioning of 40 KWp Roof Mounted Grid Tied PV Power System at IBA Girls Hostel situated at IBA Staff Town Karachi University Enclave as per scope of services, design & drawing, Specification, schedule of work & timeline defined in the bidding documents & O &M of 140 KWp (Existing plus Extension ).
- 1.2 "THE CONTRACTOR" agrees to provide services, material, tools & plants, equipment 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 Sr. Manager Contracts (Project) and Head of Procurement, of the "IBA" who will advise "THE CONTRACTOR" in supervision of proposed works/jobs related.
- 1.4 "THE CONTRACTOR" shall provide all items including material, equipment, gadget and manpower according to the Bill of Quantities of the said Contract.
- 1.5 It will be responsibility of THE CONTRACTOR to remove all, 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 Contracts (Project) on completion of the Project within the time stipulated in this Contract.



- 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 and upon Agreement of IBA that it will
- 1.7 Entry & Endorsement in Measurement Book for all jobs done as per BOQ,/variation order is mandatory, and all payment shall be made as per MB recorded. The Measurement Book is to be countersigned by Project Supervisor on each occurrence / daily basis.
- 1.8 THE CONTRACTOR will require to obtain Entry Pass of their employee / labour / manpower etc and Gate pass for all the materials, tools & plants/equipment which is the property of the contractor and which he desires to take it out, from IBA, Security Office.
- 1.9 Any alteration/deletion/addition will only be considered if provided in writing by Sr. Manager Contracts (Project) by way of issuing a Variation Order. No verbal instruction(s) / order(s) will be considered valid.
- 1.10 THE CONTRACTOR shall make his own arrangement for water supply however for power supply, IBA shall provide connection with submeter for which the Contractor shall pay as per power consumed, furthermore the Contractor Shall adopt Environmental Friendly procedure and avoid the use of Toxic materials as per its own protocols.
- 1.11 THE CONTRACTOR is responsible for the safety of its Manpower working at site during all its activities including protection of the life & environment on and off the site. The material in use at SITE will be stored in a safe manner in accordance with the protocols of the CONTRACTOR. The worker will work with all PPA (Personnel Protection Arrangement). IBA is no smoking zone. Hence usage of liquor, smoking, Pan, Guttka etc is strictly prohibited. All workers at site shall use safety helmets, shoes and other safety measures as advised by the Engineer Incharge.
- 1.12 No Photography is allowed at IBA premises without prior approval.
- 1.13 All electrical equipment & electrical connections should be properly insulated.
- 1.14 Life Insurance / Security of worker will be the responsibility of contractor.

## **Article II**

### **SCOPE OF PROFESSIONAL SERVICES & WORKS**

- 2.1 "THE CONTRACTOR" hereby agree and acknowledge for the execution of works in accordance with the Description & Specification vide Tender # CW/04/23-24 and as per direction of the Engineer Incharge IBA.



- 2.2 “THE CONTRACTOR” hereby agree and acknowledge the acceptance of attending the meetings with the IBA officials as & when required subject to the receipt of reasonable notice given by IBA.
- 2.3 All staff & labour of the contractor must have CNIC and clearly mentioned to discourage work through child labor.
- 2.4 Project dept’s 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 the Project Department and Head of Procurement. Ordered material is subjected to final inspection at the time of delivery at Store at IBA premises validated by delivery challan by concern 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 on the premises which arise during and in consequence of its performance of the contract and are solely attributable to the acts of the CONTRACTOR.
- 2.6 Date of Completion of work / job / project will be March 18, 2024 or the extended period agreed by IBA subject to the fulfilment of responsibilities on the part of IBA and in case of any delay on the part of IBA the completion date will be extended accordingly.
- 2.7 The Defects Liability Period shall be three months after issuance of the final completion certificate.

**Article III**  
**REMUNERATION**

- 3.1 The cost offered by THE CONTRACTOR is Rs. 5,424,094.00 (inclusive of all taxes) vide tender # CW/04/23-24. The cost is inclusive of labor, equipment, tools & plants / transportation / supplies / etc. The breakup is appended below

Sr. No	Item	Make, Model & Country of Origin	Qty	Unit	Rate	Amount
1	<b>CIVIL PAD</b> Pr. Cement conc. civil pad 3000 psi cylindrical strength of size mentioned below approval of Engineer In-charge a) 300x300x300mm b) 300x300x150mm	Local	100	Each	1,861.40	186,140.00
			100	Each	1,489.44	148,944.00



2	<b><u>Mounting Structure</u></b> Providing & supplying at Site of Aluminum Z-Perlin L1/P1 Roof Mounted Structure with Front & Back Leg strong enough to sustain design wind pressure as per specification & drawing. For further details refer drawing: Front leg height 216mm,5mm Back leg height 126mm, 5mm	Local	140	Each	14.89/- (Per watt)	301,723.50
			140	Each		301,723.50
3	<b><u>PV Module</u></b> Providing, supplying & installation at site 550W Tiger Pro 72HC Photovoltaic Solar Modules Tier 1 Type anti-reflective high transparency low iron tempered glass, with earthing provision 550 watts Min. The Supplier shall provide all documents (Manufacturer warranty for solar panel for a period not less than 25 years., Type Test Report, Flash Report, COC, and PSI Report).	Jinko,  China	40 KWp  (73 Nos)	KWp	58.06/- (per watt)	2,352,301.00
					32,223.3/- (per panel)	
4	<b><u>DC Breaker Box</u></b> Providing, Laying, installation, testing & Commissioning of DC Box/Array Junction Box local fabricated 16 gauge, wall mounted, MS powder coated, Glands, Lugs, wiring duct with all accessories for outdoor usage with water proof enclosure at least IP54 rating.  Qty:5 DC Breakers 4 Pole MCB  DC Protection 20A,1500VDC 4 Pole MCB per string	Schnieder  Germany	1	Each	52,751.00	52,751.00
5	<b><u>DC Cables</u></b> Providing, & supplying at site of DC Cables: TUV Certified Tinned Coated 1Cx4mmsq,1500VDC ,Cu/XLPO/XLPO, Red & Black Red 600 Meter Black 600 Meter	Turkey  EN50618 & EN 60228	1200	Meter	211.00	253,200.00
6	<b><u>Earthing Cables</u></b>		180	Meter	471.38	84,848.40



	Providing, and supplying at site Single Core 2.5/4 sqmm, CU/PVC/FLEX (Green)	Pakistan Cable				
7	Single Core 10 sqmm Bare Conductor	Pakistan Cable	50	Meter	806.78	40,339.00
8	<b>Lightening Protection Sys.</b> Providing, laying, installation, testing & commissioning of Copper Lightning Arrester Pure copper with 1 meter rod & Ball size almost 4 inch with spikes		1	Each	27,306.40	27,306.40
9	<b>Electrical Accessories</b> a) MC-4 Connectors b) UPVC Conduit & fittings c) Cables Thimbles d) Epoxy e) Cable Ties f) Cable Tray	Misc.	Lot	L/S	160,919.00	160,919.00
10	<b>Mech accessories</b> a) Rawal Bolt b) Mid Clamp c) End Clamp d) Screws & Nuts	Misc	Lot	L/S	40,230.00	40,230.00
11	<b>Installation at Site</b> Electrical, Mechanical & Commissioning Installation Services Includes: a) Mounting of PV Modules & Solar panels carrying from ground to roof. b) Mounting of DC Combiner Box. c) Cable Laying ( All type) in conduit & cable tray as per site requirement. d) Civil Pads Placements from Ground to Roof.	-	Lot	L/S	9.0 (per watt)	364,591.00
12	<b>Earthing</b>	Local	3	Nos	74,472.00	



	Earthing System. Supply installation, testing and commissioning of Earth electrode (Rod type) for earthing system with 25mm Dia 3 meters (10feet) long, driven copper rod, complete with clamps lugs, washer/bolts, connected with 2x70sqmm bare copper earth conductor to Earth connecting point including 50mm Dia G.I pipe/UPVC pipe class 'D/E' up to earth chamber. Including all accessories and RCC inspection chamber, heavy duty G.I cover having earth symbol. Earthing result should be less than 5 ohm					223,416.00
13	<b>Net Metering</b> Service of Grid Study& Net Metering Application Process & Handing as per K-Electric & NEPRA approved Criteria Complete in all respect Which also include the services Charges for 140 KWp (100KWp+40 KWp) However, all the Challans & Fees shall be Paid by IBA directly.					31,030.00
14	<b>Transportation, Installation, O&amp;M for 1 year, taxes</b> (on applicable items only)					854,632.00
<b>Total quoted prices (sum of all types of systems)</b>						<b>5,424,094.80</b>

- 3.2 The Contractor is required to submit the work schedule within seven days of receiving of LOA, based on such a criterion to create a least disturbance and noise during the working hours.
- 3.3 This Agreement includes, the “Design, Supply, Installation, Testing & Commissioning t of 40 KWp Grid Tied Solar Roof Mounted PV Systems with O&M & Net Metering of complete 140KWp at IBA Girls Hostel Staff Town University Enclave Karachi”, as per “IBA” requirement mentioned in Tender BoQ
- 3.4 Performance Security @5% of total amount of Work Order must be deposited to the IBA, Karachi. Security Deposit will be released after completion of liquidity damages period which is three months after issuance of the satisfactory work and submission of certificate thereof. However, if the delay is attributable to ant act or omission on the part of IBA then the Security Deposit will not be withheld for the extended period.
- 3.5 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.



- 3.6 Stamp duty 0.35% for Services against total value of Work Order will be levied accordingly.
- 3.7 All rules, regulations and policies will be governed in accordance with the SPPRA.
- 3.8 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by M/s Feroze Power (Pvt) Ltd as per SRO/Notification.
- 3.9 A liquidity damages @5% per month or in case of days on prorata basis, of the total outstanding payment, will be imposed in case of delayed work in case the delay is attributable to any act or omission on the part of CONTRACTOR.
- 3.10 THE CONTRACTOR will provide minimum One qualified Engineer, one supervisor /Surveyor at site in addition to skilled /unskilled labour as required.
- 3.11 The contractor shall bear all costs/ expenses associated with the preparation of this Agreement and the Procuring Agency shall in no case be responsible for those expenses.
- 3.12 IBA will not pay any charges(s) regarding cartage / carriage / transportation / food / wages / accidental etc.
- 3.13 THE CONTRACTOR of the product should only be done by Professional applicators as recommended by the Manufacturer/Supplier of the Product.
- 3.14 The Contractor shall start the work at site with in fifteen days of signing this agreement otherwise the LOA shall stand Cancelled and bid security shall be forfeited as per rule.

#### **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 agreement /letter of intent or this subject matter thereof shall be referred to a mediator on the panel of IBA settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Mediation 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 with 30 day's notice. If the job is not executed according to the timeline and the delay is solely attributable to the CONTRACTOR and/or if the quality found not as per specification requirement at any time during the



execution of work, IBA will issue notice to the CONTRACTOR allowing it to remedy the deficiencies, In case the said deficiencies are not remedied within 15 days of the receipt of the notice then IBA may terminate this Agreement.

- 5.2 IBA reserves the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

#### **Article VI** **INDEMNITY**

- 6.1 "THE CONTRACTOR" 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" due to its gross negligence and willful default.

#### **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 or by E-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 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 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, contractor 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 as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA if such corrupt business practices are proved in the court of law.

#### **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** **FORCE MAJURE**

- 10.1 THE 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 THE SUPPLIER 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. Moreover, the liquidated damages will not be imposed for any delay due to Force Majure.

#### **Article XI** **PAYMENT**

- 11.1 Payment will be made after completion of complete works/jobs/project and submission of final bill/invoice. Complete Measurement with Clearance Note / Certificate endorsed from Project Department is required before processing bill/invoice.
- 11.2 The Contractor shall be entitled to receive from the IBA, Karachi Secured Advance against an INDENTURE BOND in P W Account Form No. 31 (Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the Specifications for the Permanent Works;
  - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor.



- (iii) The Contractor 's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore.
- (iv) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency.
- (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;
- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 2 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
  - (i) Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than two months (even if unutilized); other conditions.
  - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

## Article XI



- 11.1 Works/job/project will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 11.2 IBA, Karachi reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason. Over and above the Work Order if any alteration(s), arise charges will be paid mutually agreed upon under the clause of Direct Contracting of SPPRA.
- 11.3 Upon termination of this agreement THE CONTRACTOR shall be permitted to remove all its devices and equipment which may have been placed on the premises from time to time.
- 11.4 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.
- 11.5 THE CONTRACTOR will be responsible for taking all safety measures during the working of his staff at any surfaces. Proper safety kept / harness will be applied by the CONTRACTOR.
- 11.6 All surfaces where work was carried out required to be cleaned from stains through related equipment / tools / materials etc.
- 11.7 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.
- 11.8 The validity of the contract will be effective from the date of issue of Work Order.
- 11.9 All terms and conditions of bidding / Tender document will be an integral part of this agreement and can't be revoked.
- 11.10 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed based on Variation Order.



**12.1 Contract**

The IBA, Karachi will, after receipt of the performance security from the successful contractor send the Agreement provided in the Tender Document, to the successful contractor. Within seven working days of the receipts of such Agreement the contractor shall sign and date the contract and return it to the IBA, Karachi.

**12.2 Contract documents and information**

The contractor shall not, without the IBA, Karachi's prior written consent, make use of the Agreement, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the IBA, Karachi in connection herewith except for purposes of performing the Agreement or disclose the same to any person other than a person employed by the Agreement or in the performance of the Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.

**12.3 Standards**

Procurement of 40 kWp Solar Roof Mounted PV Systems with O&M & Net Metering of complete 140kWp at IBA Girls Hostel Staff Town University Enclave Karachi under this agreement shall conform the specs provided in the bidding document.

**12.4 Patent Right**

The contractor shall indemnify and hold the department harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from any part thereof.

**12.5 Price**

The contractor is bound to Procurement of 40 kWp Solar Roof Mounted PV Systems with O&M of complete 140kWp at IBA Girls Hostel Staff Town University Enclave Karachi on the basis of approved rates vide tender # CW/03/23-24 and extra charges are payable on account of any agreed variation order. The CONTRACTOR will facilitate IBA to file Net Metering application to KE and the final decision will be made by the KE as per applicable regulations.

**12.6 Contract Amendment**

The IBA, Karachi may, at any time, by written notice served on the contractor, alter, amend, omit, increase, decrease, or otherwise change the nature, quality, quantity and scope, of all/ any with the percentage as prescribed in Work Order. The contractor shall not execute the change until and unless the IBA, Karachi has allowed the said change, by written order served on the contractor. The change, mutually agreed upon, shall constitute part of the obligations under this Agreement, and the provisions of the Agreement shall apply to the said Change. No variation in or modification in the



Agreement shall be made, except by written amendment signed by both the IBA, Karachi and the contractor.

**12.7 Assignment/ Subcontract**

The contractor shall not assignor sub-contract its obligations under this Agreement, in whole or impart, except with the IBA, Karachi prior written consent which shall not be unreasonably withheld. The contractor shall guarantee that any and all assignees or sub-contractor of the Agreement shall, for performance of any part under the Agreement, comply fully with the terms and conditions of the Agreement applicable to such part of the Agreement.

**12.8 Liquidated Damages**

If the contractor fails/ delays in performance of any of the obligations, under the Agreement/ violates any of the provisions of the Agreement/ commits breach of any of the terms and conditions of the Agreement the IBA, Karachi may, without prejudice to any other right of action/ remedy it may have, deduct from the Agreement Price, as liquidated damages subject to the clauses stated in this Agreement.

**12.9 Blacklisting**

If the contractor fails/ delays in performance of any of the obligations, under the contract/ violates any of the provisions of the contract / commits breach of any of the terms and conditions of the contract the IBA, Karachi may, at any time, without prejudice to any other right of action it may have, black list the contractor, either indefinitely or for a stated period, for further tenders in public sector however no blacklisting will be done in violation to the principles of natural justice as enlisted in the Constitution of Islamic republic of Pakistan. If the contractor is found to have engaged in corrupt or fraudulent practices in competing for the without prejudice to any other right of action it may have, black list the contractor, either indefinitely or for a stated period, for further tenders in public sector.

**12.10 Forfeiture of Performance Security**

If the contractor fails/ delays in performance of any of the obligations, under the Agreement/ violates any of the provisions of the contract / commits breach of any of the terms and conditions of the contract the IBA, Karachi may without prejudice to any other right of action it may have, forfeit performance security of the contractor. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, performance security amount will be forfeited and the contractor will not be all owed to participate in future tenders as well subject to the specific clause of this Agreement.

**12.11 Termination for Default**

If the contractor fails/ delays in performance of any of the obligations, under the Agreement/ violates any of the provisions of the Agreement / commits breach of any of the terms and conditions of the Agreement the IBA, Karachi may, at any time, without prejudice to any other right of action / remedy it may have, by written notice



served on the Agreement indicate the nature of the default(s) and terminate the Agreement, in whole or in part, without any compensation to the contractor. Provided that the termination of the contract shall be resorted to only if the contractor does not cure its failure/ delay, within fifteen (15) working days (or such longer period as the IBA, Karachi may allow in writing), after receipt of such notice subject to the specific clause of this Agreement.

**12.12 Termination of Insolvency**

If the contractor becomes bankrupt or otherwise insolvent, the IBA, Karachi, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the contractor, indicate the nature of the insolvency and terminate the Agreement, in whole or in part, without any compensation to the contractor.

**12.13 Termination for Convenience**

The IBA, Karachi may at any time by written notice served on the contractor to terminate the Agreement in whole or in part for its any compensation to the contractor.

**12.14 Force Majeure**

The contractor shall not be liable for liquidated damages, forfeiture of its performance security, blacklisting for future tenders, termination for default, if and to the extent his failure/ delay in performance/ discharge of obligations under the contract is the result of an event of force majeure. If a force majeure situation arises, the contractor shall, by written notice served on the IBA, Karachi indicating such condition and the cause thereof. Unless otherwise directed by the IBA, Karachi in writing, the contractor shall continue to perform under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**12.15 Taxes And Duties**

The contractor shall be entirely responsible for all the taxes, duties and other such levies imposed and shall make inquiries with the concerned authorities of Income Tax and Sindh Revenue Board.

**12.16 Extension in Time for Performance of Obligations Under The Agreement**

If the Agreement encounters conditions impeding timely performance of any of the obligations, under the contract, at any time, the contractor shall, by the written notice served on the IBA, Karachi promptly indicating the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the IBA, Karachi shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the contractor, extend the Agreement's time for performance of its obligations under the Agreement.

**12.17 Statutes And Regulations**



The Agreement shall be governed by and interpreted in accordance with the laws of Pakistan. The contractor shall, in all matters arising in the performance of the Agreement, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the IBA, Karachi indemnified against all penalties and Liability(ies) of any kind for breach of any of the same.

#### 12.18 Governing law and Jurisdiction

This Agreement shall be governed, construed, and interpreted in accordance with the laws of Islamic Republic of Pakistan. The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Agreement.

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"

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