

Principal	: M/S INSTITUTE OF BUSINESS ADMINISTRATION KARACHI [27024407]
Contractor	: M/S UNI ENTERPRISES [39267938]
Applicant	: MUHAMMAD ASEEM MIRZA [42201-4100763-7]
Stamp Duty Paid by	: M/S UNI ENTERPRISES [39267938]
Issue Date	: 17-Mar-2025, 10:59:30 AM
Paid Through Challan	: 2025FAF9D9A401FC
Amount in Words	: Four Thousand Three Hundred and Twenty Four Rupees Only

Please Write Below This Line

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AGREEMENT

Extension of Store at Ground Floor O&S Building

THIS AGREEMENT is executed at KARACHI, on this day of March 10, 2025.

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 Uni Enterprises, having its office at **HG-66, Mateen Galaxy Main Rashid Minhas Road 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 **Mr. Aseem Mirza**, holding CNIC No.42201-4100763-7, on the SECOND PART.

WHEREAS "IBA" intends to obtain works vide tender # CW/21/24-25 "Extension of Store at Ground Floor O&S Building" up to the entire satisfaction to the "IBA" who has accepted the offer in a 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 for the specific purpose of "Extension of Store at Ground Floor O&S Building" discussions in respect of the same with "IBA" before the determination of Scope of Extension of Store at Ground Floor O&S Building. "THE CONTRACTOR" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

However, the terms and conditions of the tender document vide # CW/21/24-25 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 & timeline 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 Project Dept. 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, equipment, 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 Projects.
- 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 Extension of Store at Ground Floor O&S Building, as assigned in accordance to the tender vide # CW/21/24-25.
- 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 Any alteration/deletion/addition will only be consider if provided in writing by Project Dept. No verbal instruction(s) / order(s) will consider valid.
- 1.11 THE CONTRACTOR must adopt Environmental Friendly procedure and avoid the use of Toxic material used in printing works.
- 1.12 THE CONTRACTOR is responsible for the safety of all its activities including protection of the life & environment on and off the site. IBA is no smoking zone. IBA will not be responsible for any mishap.

1.13 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 routine supervision of the works and to check the execution of works in accordance with the Description & Specification vide Tender # CW/21/24-25.
- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the IBA officials as & when required.
- 2.3 All staff 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 Project Department 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.
- 2.5 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.
- 2.6 Date of Completion of work / job / project on or before April 30, 2025.

Article III
REMUNERATION

- 3.1 The cost offered by THE CONTRACTOR is Rs. 1,235,182.00 (inclusive of all taxes) vide tender # CW/21/24-25. The cost is inclusive of labor / transportation / supplies / etc. The breakup is appended below:

S. #	Items	Unit	Qty	Rate	Amount
(A) SCHEDULE RATE ITEMS BASED ON CSR (SINDH) 2024					
STORE					
1	Wall Dismantling				
	Dismantling cement block masonry. Refer Item No. 14 Page No. 19 chapter no. 2	P.Cft	25.50	50.70	1,292.85
2	Plaster				
	Internal Plaster(1:6)				
a	Cement plaster 1:6 upto 12' upto 20 ft height. (b) 1/2" thick. Refer Item No. 13(b) Page No. 52 chapter no. 9	P.Sft	648.27	37.01	23,992.47

	External Plaster(1:4)				
b	Cement plaster 1:4 upto 12' height. b) 1/2" thick Refer Item No. 11(b) Page No. 52 chapter no. 9	P.Sft	611.77	39.83	24,366.80
3	Internal Paint				
	Preparing the surface and painting with matt finish l/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zinc/ chalk/plaster of paris mixture, applying first coat premix, making the surface smooth and then painting 3 coats with matt finish of approved make etc: complete .(new surface). Refer Item No. 36(A) Page No. 54 chapter no. 9	P.Sft	4343.18	49.27	213,988.48
4	External Paint				
	Preparing the surface and painting with weather coat l/c rubbing the surface with rubbing brick / sand Paper, filling the voids with chalk/ plaster of Paris and then painting with weather coat of approved make. Refer Item No. 38-A & B Page No. 54	P.Sft	823.44	39.38	32,427.07
(A) TOTAL AMOUNT OF SCHEDULED BASED ITEMS (CIVIL WORKS)					296,068.08
PREMIUM / REBATE (%)					59,213.62
TOTAL AMOUNT OF SCHEDULED BASED ITEMS (INCLUDING PREMIUM/REBATE)					236,854.46
(B) NON-SCHEDULE RATE ITEMS (BASED ON PREVAILING MARKET RATES)					
1	Block Masonry				
	Providing and laying Cement Concrete solid Machine made block of compressive Strength 1000 PSI at 28 days masonry wall 6" and below in thickness set in 1:6 CSM CEMENT SAND MORTAR in ground floor Super Structure including raking out joints, curing, providing wire mesh over electric and plumbing conduiting at masonry joints with beams, columns and 16" long steel(3/8") wall ties at every third course of block masonry with 4" within columns with the holes filled with mixture of SBR and cement concrete etc. complete.				
a	6" thick	p.cft	305.89	577.20	176,559.71
2	Lintels				

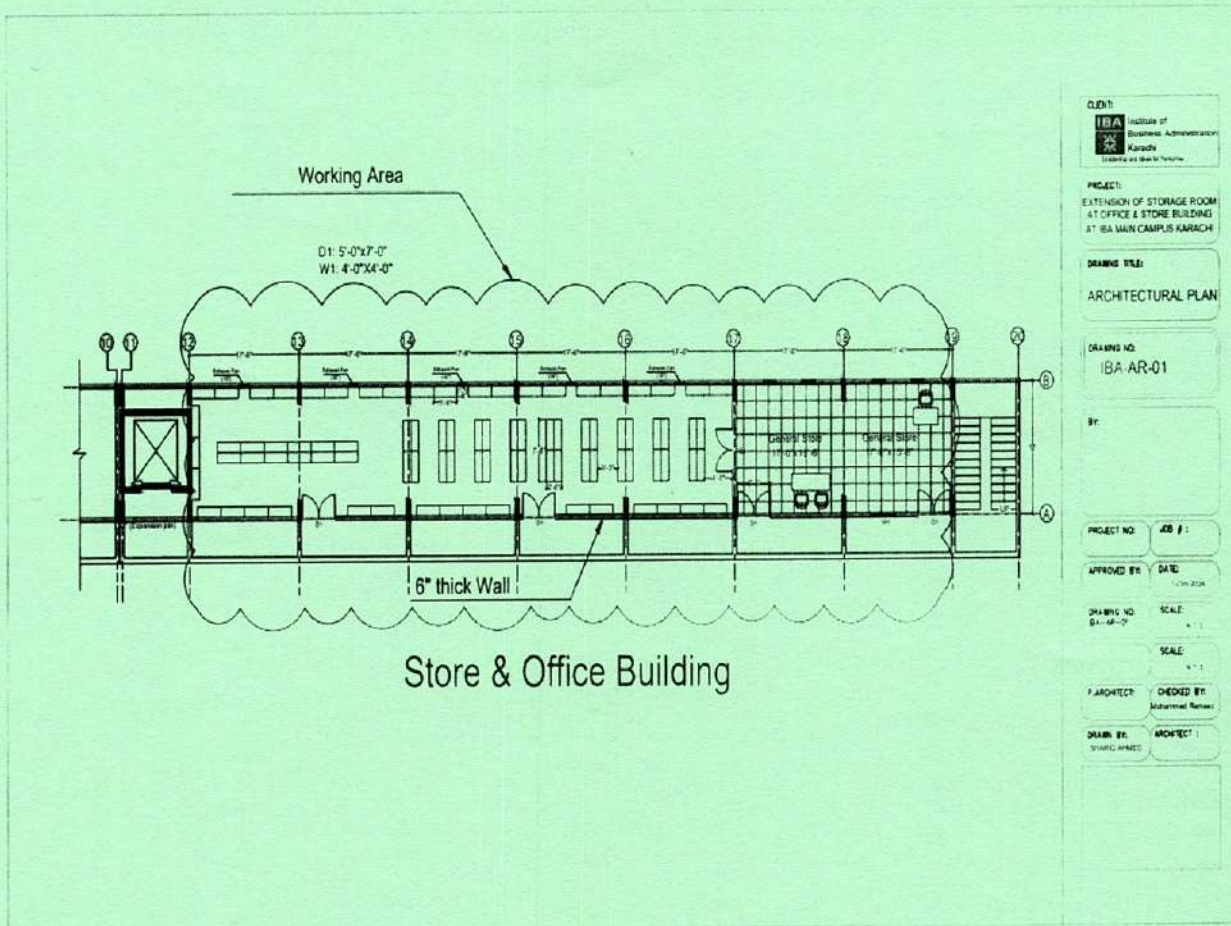
	Reinforced cement concrete work including all labour and material including the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds, lifting, centering, shuttering and curing. (including screening and washing of shingle.) a) R.C.C lintels laid in situ or precast laid in position with 6" bearing on both sides complete in all respects. (i) Ratio 1 : 2: 4 90 Lbs of cement, 2 Cft sand and 4 Cft shingle 1/8" to 3/4" gauge.	P.cft	7.67	3,330.00	25,541.10
3	Wooden Door				
	Providing and fixing in position doors, windows and ventilators of first class deodar wood frames, and 1-1/2" thick Teak wood ply shutters of first class deodar wood skeleton (Solid) styles and rails core of partal wood and Teak ply wood (3 ply) on both sides including hold fasts, hinges, iron tower bolts, handles and cleats with cord etc, complete. Refer Item No. 51 Page No. 60 Chapter No. 10				
a	D-1 (Size: 5'-0" x 7'-0")	P.sft	105.00	643.80	67,599.00
4	Aluminium Windows				
a	Sliding				
	Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of made with 2 mm thick tinted glass glazing & Aluminum fly screen I/c handles stoppers & locking arrangement of <u>Chawla or approved quality etc. complete.</u>				
a	W-1 (Size: 4'-0" x 4'-0")	P.sft	16.00	1,665.00	26,640.00
5	Granite Top				
	Providing and fixing granite top of sado white or equivalent colour including grinding, polishing, 3/4" chamfer nosing including three no carbondum strips and fixing over 3/4" thick base 1:6 CSM complete as per drawing and specification	Sft	3.00	2,000.00	6,000.00
(B) TOTAL ESTIMATED AMOUNT OF NON- SCHEDULE ITEMS (CIVIL WORKS)				302,339.81	
SECTION-C SUPPLY, INSTALLATION, TESTING & COMMISSIONING WIRING ACCESSORIES ETC. Make - Ref. List of approved Manufacturers					

1	Wiring of light circuit from DB to switch, between switches or first light point / directly controlled from DB with single core PVC insulated 2 x 1C - 2.5 sq.mm + 1 x 2.5 sq.mm wires in 25 mm dia PVC conduit complete in all respect.	Nos	2.00	3,000.00	6,000.00
2	Wiring from switch to first light point with 2 x 1C - 1.5 sq.mm + 1 x 1.5 sq.mm wires in 25 mm dia PVC conduit complete in all respect.	Nos	4.00	2,600.00	10,400.00
3	Same as above but from point to point.	Nos	4.00	2,500.00	10,000.00
4	Wiring of power circuit from DB to first power socket with 2 x 1C-2.5 sq.mm + 1x 2.5 Sq.mm PVC wires in 25 mm dia PVC conduit complete in all respect. Normal & UPS	Nos	2.00	4,500.00	9,000.00
5	Wiring of power circuit from outlet to outlet power socket with 2 x 1C-2.5 sq.mm + 1x 2.5 Sq.mm PVC wires in 25 mm dia PVC conduit complete in all respect. Normal & UPS	Nos	6.00	2,400.00	14,400.00
(C) TOTAL AMOUNT OF NON - SCHEDULED BASED ITEM				49,800.00	
SECTION-D SUPPLY, INSTALLATION, TESTING & COMMISSIONING SWITCHES, SOCKETS, OUTLET & ACCESSORIES Make - Ref. List of approved Manufacturers					
1(a)	Following Switches etc. complete in all respect.				
a	4 - Gang . (1-way)	Nos	2.00	1,450.00	2,900.00
1(b)	Following Switches etc. complete in all respect.				
a	13A International Switch socket outlet	Nos	6.00	1,387.50	8,325.00
1(c)	Following sizes M.S Back box for switches and sockets				
a	3x3 PVC Back Box	Nos	20.00	144.30	2,886.00
(D) TOTAL AMOUNT OF NON - SCHEDULED BASED ITEM				14,111.00	
SECTION-E SUPPLY, INSTALLATION, TESTING & COMMISSIONING LIGHT FIXTURES & FANS Make - Ref. List of approved Manufacturers					
1	Following LED light fixtures complete in all respect.				
a	LED Batten hanging light - 6500K - min. 40watt	Nos	8.00	2,442.00	19,536.00
2	Following Fans with complete accessories and hanging arrangements etc. complete in all respect.				
a	Air Circulating 14" Ceiling Fan	Nos	8.00	12,210.00	97,680.00

b	Exhaust fan 10" with metal body	Nos	5.00	7,000.00	35,000.00
(E) TOTAL AMOUNT OF NON - SCHEDULED BASED ITEM				152,216.00	
SECTION - F: SUPPLY, INSTALLATION, TESTING & COMMISSIONING WIRING & ACCESSORIES FOR DATA & WiFi system Make - Ref. List of approved Manufacturers					
1	Supply, installation, Testing and Commissioning of following including flexible conduits from points to device complete in all respects as per drawings / specs.				
a	RJ-45 Cat-6 including I/O with face plate (Simplex) accessories complete in all respect	Nos	2.00	800.00	1,600.00
b	Cat-6 UTP cable in 25mm dia pvc conduit from each outlet to Data Network Switch at first floor with end to end data nodes	Rm	180.00	250.00	45,000.00
(F) TOTAL AMOUNT OF NON - SCHEDULED BASED ITEM				46,600.00	
SECTION - G: SUPPLY, INSTALLATION, TESTING & COMMISSIONING SWITCHBOARDS / DISTRIBUTION BOARDS Make - Ref. List of approved Manufacturers					
1	Supply & Installation of the following distribution boards as per detail shown on drawing complete in all respect.				
a	Indoor wall mounted storage room DB with Phase indication lights, gland bottom in , bottom out, Locally fabricated in 16 gauge, Colour Code: RAL7035, MS Powder Coated with proper door lock, neutral bar, earth bar & following details: AC Breaker MCB 10A, 1P, Qty=4 AC Breaker MCB 16A, 1P, Qty=4 AC Breaker MCB 20A, 1P, Qty=2 AC Breaker MCB 63A, 4P, Qty=1 MCB make: Himel/CNC/Chint or Equivalent	Nos	1.00	30,000.00	30,000.00
(G) TOTAL AMOUNT OF NON - SCHEDULED BASED ITEM				30,000.00	
SECTION - H: SUPPLY, INSTALLATION, TESTING & COMMISSIONING MAIN. SUB-MAIN CABLES & CONDUITS Make - Ref. List of approved Manufacturers					

1	Following size multicore Cu/PVC/PVC, including lugs, glands, termination kits, etc. complete in all respect as shown on drawing.				
a	4C-10 Sqm Cu/PVC/PVC + 1x1C-6Sq.mm Cu./PVC as ECC from Storage room DB to GF-02 DB in 38mm dia uPVC conduit	Rm	35.00	4,000.00	140,000.00
2	Following sizes of PVC conduits complete in all respect				
a	32 mm dia	Rm	5.00	250.00	1,250.00
b	25 mm dia	Rm	45.00	200.00	9,000.00
c	20 mm dia	Rm	30.00	180.00	5,400.00
3	Following sizes of Core Cutting complete in all respect.				
a	Core Cutting 4" Dia	Nos	2.00	4,000.00	8,000.00
(H) TOTAL AMOUNT OF NON - SCHEDULED BASED ITEM					163,650.00
SECTION - I: SUPPLY, INSTALLATION, TESTING & COMMISSIONING WIRING & ACCESSORIES FOR FIRE ALARM SYSTEM Make - Ref. List of approved Manufacturers					
1	Supply, installation, Testing and Commissioning of following including flexible conduits from points to device complete in all respects as per drawings / specs				
a	Conventional Fire alarm control panel	Nos	1.00	40,000.00	40,000.00
b	Smoke Detector	Nos	4.00	2,000.00	8,000.00
c	Manual call point (Break glass).	Nos	1.00	2,500.00	2,500.00
d	Fire alarm sounder.	Nos	1.00	3,000.00	3,000.00
e	Wiring of complete Fire Alarm System with 2C-1.5 Sq.mm PVC/XLPE (Fire Resistance Cable- 2 hours fire rating) in 25 mm dia PVC Conduit.	Rm	50.00	500.00	25,000.00
(I) TOTAL AMOUNT OF NON - SCHEDULED BASED ITEM					78,500.00
GROSS TOTAL AMOUNT OF A+B+C+D+E+F+G+H+I					1,074,071.27
ADD 15 % SRB ON GROSS TOTAL AMOUNT					161,110.69
GRAND TOTAL AMOUNT INCLUDING SRB					1,235,181.96

DRAWINGS



- 3.2 This Agreement includes, the "Extension of Store at Ground Floor O&S Building" as per "IBA" requirement mentioned in Tender BoQ.
- 3.3 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Complete Measurement with Clearance Note / Certificate endorsed from Project Department is required before process of bill/invoice.
- 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 satisfactory work and submission of certificate thereof.
- 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% of the cost of transaction / work order will be paid the SUPPLIER by affixing treasury stamps of equivalent value.
- 3.7 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 3.8 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by M/s Uni Enterprises as per SRO/Notification.

- 3.9 A liquidity damages @ 2% per week, of the total agreed payment, of the total cost will be imposed in case of delayed work.
- 3.10 THE CONTRACTOR will provide minimum one supervisor with 4-5 workers at one site. Work will be performed phase wise due to hindrances in on-going gate operations as identified by Project dept. However, salary /wages /payment /remuneration etc to the manpower/labour/ workforce will be paid borned by THE CONTRACTOR.
- 3.11 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 any time after issuing a notice.

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 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.

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 **MISCELLANEOUS**

- 10.1 Competent Authority 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 on mutually agreed upon under the clause of Direct Contracting of SPPRA.
- 10.2 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
- 10.3 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.
- 10.4 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.
- 10.5 All surfaces where work was carried out required to be cleaned from stains through related equipment / tools / materials etc.
- 10.6 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.

- 10.7 The validity of the contract will be effective from the date of issue of Work Order.
- 10.8 All terms and conditions of Work Order and bidding document will be the integral part of this agreement and can't be revoked.
- 10.9 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.

Article XI

GENERAL CONDITIONS OF CONTRACT

11.1 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.

11.2 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 purposes of such performance.

11.3 Standards

Extension of Store at Ground Floor O&S Building under this agreement shall conform the specs provided in the bidding document.

11.4 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.

11.5 Price

The contractor is bound to Extension of Store at Ground Floor O&S Building on the basis of approved rates vide tender # CW/21/24-25

11.6 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.

11.7 Assignment/ Sub Contract

The contractor shall not assign or sub-contract its obligations under this Agreement, in whole or impart, except with the IBA, Karachi prior written

consent. 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

11.8 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.

11.9 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. 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.

11.10 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 allowed to participate in future tenders as well.

11.11 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 the such notice.

11.12 Termination of Insolvency

If the contractor becomes bankrupt or otherwise insolvent, the IBA, Karachi, at anytime, 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.

11.13 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.

11.14 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.

11.15 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.

11.16 Agreement Cost

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.

11.17 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.

11.18 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.

11.19 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.

11.14 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.

11.15 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.

11.16 Agreement Cost

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.

11.17 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.

11.18 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.

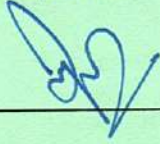
11.19 Governing law and Jurisdiction

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.

Dr Muhammad Asad Ilyas

Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan



"IBA"

NAME: Dr. Muhammad Asad Ilyas

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UNI ENTERPRISES

Proprietor



M/s Uni Enterprises

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UNI ENTERPRISES

Proprietor

WITNESS:

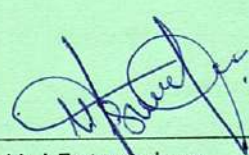
1. 

Syed Fahad Jawed

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2. 

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Focal Person IBA

