

NBP-0266-2408020005076547

GoS-KHI-A1FF196E4110C2FC

Non-Judicial

Rs 7,858/-

Description : Contract - 15(a)  
 Principal : IBA Karachi [27024407]  
 Contractor : AI Engineers Pakistan (Pvt) Ltd. [63071706]  
 Applicant : Muhammad Farhaan Jamil [42101-1927173-7]  
 Stamp Duty Paid by : AI Engineers Pakistan (Pvt) Ltd. [63071706]  
 Issue Date : 02-Aug-2024, 09:17:22 AM  
 Paid Through Challan : 20241C393FE24FF5  
 Amount in Words : Seven Thousand Eight Hundred and Fifty Eight Rupees Only

Please Write Below This Line

## AGREEMENT

### Hiring Consultant for Rehabilitation of Existing Metalled Road

THIS AGREEMENT is executed at KARACHI, on this day of May 7, 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) of the FIRST IBART.

**AND**

**M/s. AI Engineers Pakistan (Pvt.) Limited**, having its office on the **1st Floor, IEP Building, 177/2 Liaquat Barracks, Main Shahrah-e-Faisal, Karachi**, hereinafter referred to as "THE CONSULTANT" (which expression shall wherever the context, so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor Ghulam Mujtaba Shaikh, holding CNIC No. 41304-2954891-7 on the SECOND IBART.

**WHEREAS** "IBA" intends to obtain the Consultancy Services for Rehabilitation of Existing Metalled Road vide tender # CS/03/23-24 for Hiring Consultant for Rehabilitation of Existing Metalled Road up to the entire satisfaction, having accepted the offer in a finished form complete in all respect.

*[Signature]*







**E-STAMP**

CONTINUATION SHEET

Government of Sindh

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

**WITNESSETH**

The IBA hereby offers to appoint 'THE CONSULTANT' as their official Consultant for Rehabilitation of Existing Metalled Road. 'THE CONSULTANT' hereby agrees to the offer of the 'IBA ' in acceptance of the terms and conditions herein below forth. The terms & conditions, rates/charges and other details of the Tender Documents will be integral to this agreement.

**Article I**

**DUTIES & SCOPE OF SERVICE AND AGREEMENT**

- 1.1 Under this Assignment, the Consultant shall be required to undertake the activities in dependent and sequential phases, which include:
  - 1.1.1 Preliminary Study and Proposal for Approval of Road & Gates
  - 1.1.2 Detail Design & Drawings
  - 1.1.3 Bid Management
- 1.2 The initial phase shall require the Consultant to carry out a survey of the existing road facilities and suggest proposals for improvement in such a manner that the proposed road may accommodate the existing and projected traffic load and provide a good and healthy environment. The consultant shall prepare and present for approval of at least three alternative proposals to the competent authority for approval. The consultant shall also prepare a preliminary cost estimate and feasibility report of the proposals.
- 1.3 Subsequently, upon satisfactory completion of the first phase, the consultant will be required to develop a detailed engineering design, and detailed cost estimate based on quantity take-off and Preparation of BOQ, specification of material and Bidding Documents as further detailed in the TOR's Assignment Scope.
- 1.4 **Phase I - Preparation:** The specific objective of this phase is to conduct technical baseline surveys, review the existing and relevant studies, prepare conceptual plans and conduct feasibility assessment, develop & evaluate/ prioritize various options to achieve the Projects objectives, and provide a clear cut way forward to the, concerning planning, institutional arrangement, transaction structure, financial viability, and socio-economic & environmental viability, for the proposed Project development.
- 1.5 Consultants shall collect relevant data and other relevant/ pertinent information which may become useable in later stages of the works or the Project development. Based on the acquired data, the Consultant shall prepare the Project proposal with the preferred option for undertaking the Project.
- 1.6 The feasibility shall include but not be limited to the following components:
  - 1.6.1 **Inception Report:** The Consultant under this stage would be required to provide work breakdown structure, schedules with timelines along with key milestones & methodology, team details, logistics plans, requirements from the IBA, and anticipated issues about the initiation of work for the Project.
  - 1.6.2 **Technical Feasibility Study:** This shall require the Consultant to conduct:
    - 1.6.2.1 **Outline the Design Parameters for the Projects**
      - Detailed area reconnaissance study and study of different options different suitable and economical options along with the features.
      - Review the existing alignment & submit the inception report considering and proposing the most appropriate option.
      - Perform drainage studies also taking into consideration natural flow patterns during rain for the design of cross drainage.

*Smij*





- Detailed topographic survey within the Right of Way of the existing road and along any re-alignment (for geometric improvement) identified during the field reconnaissance.
- Perform condition survey of existing structure and pavement structure,
- Inception of the Project design in terms of typical cross-section, typical and schematic designs of projects, including allied facilities. Design of drainage, bus stops, parking areas, walkways, streetlights & utilities,
- Frame the TOR for the detailed design of the Projects based on the x-section
- Prepare complete Preliminary drawings for the Project.
- Prepare cost estimates for road works and structures based on typical design, reconnaissance survey, and topographic survey.
- The general design parameters for the roads.

#### 1.6.2.2 Geometric Design Criteria:

##### Design Life:

- Pavement Structures 20 years

##### Design Speed:

- Flat terrain town 60 Km/h
- Maximum super elevation 4.0%
- Transverse slop (Camber)
- Pavement 2.0% - Shoulders 4.0%

##### Gradient:

- Maximum 3%
- Minimum 0.2%
- Carriageway Width \* varies
- Shoulders width on either side 3.00m
- Outer shoulder treatment Wearing Course
- Embankment Height Varies

1.7 Phase II – Bid Management: Consultant shall be required to perform functions including, but not limited to the following:

#### 1.7.1 Bidding Document: The Consultant shall be required to:

- 1.7.1.1 Prepare bidding documents and detailed cost estimates required for the Projects in compliance with the procurement laws, regulations, policy best practices.
- 1.7.1.2 Develop and finalize evaluation criteria and the terms of the bid documents.

#### 1.7.2 Bidding Process: The Consultant shall be required to assist the IBA to:

- 1.7.2.1 Prepare responses to the prospective bidder's queries.
- 1.7.2.2 Attend and respond to the prospective bidders' queries at pre-bid meetings as and when scheduled by the IBA.
- 1.7.2.3 Amend the bidding documents to reflect material issues raised by bidders and accepted by the IBA and other stakeholders before the deadline for bid submission, under applicable laws, rules and regulations.
- 1.7.2.4 Assist the IBA during the bid evaluation and preparing the evaluation reports.
- 1.7.2.5 Prepare and deliver presentations on bid evaluation, for necessary approvals.
- 1.7.2.6 Assist the IBA in the issuance of a Letter of award/acceptance to the Preferred Bidder.
- 1.7.2.7 Advice on bid-related correspondence with bidders during the entire bidding process relating to the Project.



- 1.8 The Consultant shall achieve the Assignment's milestones and deliverables in two phases within a cumulative duration of sixteen (16) weeks, effective from the contract agreement signing. **The Assignment's proposed implementation schedule with indicative deliverables under all the phases is tabulated below:**

Sr. #	Deliverable	Timelines	Payment
<b>4.1</b>	<b>Phase I – Transaction Preparation</b>		
4.1.1	Inception Report	T1 + 1 week	20%
4.1.2	Technical survey and road alignment	T1 + 2 weeks	
4.1.3	Detail design and Cost Estimate	T1 + 3 Weeks	30%
<b>4.2</b>	<b>Phase II – Bid Management</b>		
4.2.1	Submission of Bidding Documents	T1 + 4 Weeks	40%
4.2.2	Approval of Bidding Documents	T2	
4.2.3	Submission of Bid Evaluation Reports	T2 + 3 Weeks	10%
4.2.4	Issuance of Letters for Award of Contracts	T2 + 4 Weeks	
<b>Total Contract Duration</b>			<b>100%</b>

T1 = Effective from the Contract Signing Date

T2 = Effective from Project's Preparation & Approval

## Article II

### REMUNERATION:

- 2.1 The cost offered by THE CONSULTANT is Rs. 2,245,000/- (inclusive of all taxes) to Hiring Consultant for Rehabilitation of Existing Metalled Road vide tender # CS/03/23-24 variation may occur. The cost is inclusive of all taxes & other expenses:

Item No.	Description of Services	Costs (in PKR)
1.	<b>Phase I: Preparation &amp; Preliminary Design</b> <ul style="list-style-type: none"> <li>• Alignment Survey Report &amp; Proposal for Gates &amp; Accessories including preliminary proposals</li> <li>• Technical Feasibility Report</li> <li>• Area Contour &amp; Level Sheet</li> <li>• Environment and Social Impact Assessment</li> <li>• Submission of Preliminary Designs for Approval</li> </ul>	1,235,000.00
2.	<b>Phase II: Detailed Design &amp; Bidding Documentation Preparation of the Detailed Technical</b> <ul style="list-style-type: none"> <li>• Preparation of detailed Engineering Drawings &amp; Design</li> <li>• Preparation of detailed Cost Estimates &amp; Bidding Documents</li> <li>• Submission of Detailed Design of Road and gates</li> <li>• Submission of Bidding Documentation and cost Estimates</li> </ul>	545,000.00
3.	<b>Phase III: Bidding Process</b> <ul style="list-style-type: none"> <li>• Technical and financial Evaluation of the Bids received</li> <li>• Submission of Technical &amp; Financial Evaluation report</li> <li>• Issuance of LOA to the successful bidder</li> </ul>	465,000.00
<b>Total Cost of Financial Proposal (inclusive of all the taxes)</b>		<b>2,245,000.00</b>

- 2.2 The payment schedule is mentioned in Clause 1.8 as a percentage (%) of the total Contract Price
- 2.3 IBA will not offer any mobilization advance to the Consultant.
- 2.4 IBA will ensure the release of payments within thirty (30) calendar days following the payment schedule mentioned above subject to the satisfactory completion of the respective milestones for the Projects as verified and recommended by the IBA's authorised representative(s).



- 2.5 This above cost covers all the costs associated with performing the Assignment as detailed under the TOR.
- 2.6 Liquidity damages at the rate of 2% of the total contract amount will be imposed per month for which THE CONSULTANT failed to complete work within the execution period. Liquidity damages shall not exceed 10% of the total contract amount under any circumstances..
- 2.7 Performance Security 5% of the total amount of the Contract will be provided by THE CONSULTANT.
- 2.8 Stamp Duty @ 0.35% of the cost of the Contract will be deposited in the Government treasury by the CONSULTANT. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 2.9 Tax(es)/Challan(s) etc., if any or additional will be paid/borne by THE CONSULTANT as per SRO/Notification.

### Article III

#### **COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT AND ARBITRATION**

- 3.1 **Effectiveness of Contract:** This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 3.2 **Commencement of Services:** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 3.3 **Expiration of Contract:** Unless terminated earlier under Clause GC 2.6 hereof, this Contract shall expire at the end of such time after the Effective Date as specified in the SC.
- 3.4 **Modifications or Variations:** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 3.5 **Force Majeure:**
- 3.5.1 The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 3.5.2 **No Breach of Contract:** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 3.5.3 **Extension of Time:** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 3.5.4 **Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.



## TERMINATION

- 3.6 **By IBA:** IBA may terminate this Contract in case of the occurrence of any of the events specified below. In such an occurrence IBA shall give not less than thirty (30) days' written notice of termination to THE CONSULTANT, and sixty (60) days in the case of the event referred to in 3.1.5.
- 3.6.1 If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the IBA may have subsequently approved in writing;
- 3.6.2 If the Consultant becomes insolvent or bankrupt;
- 3.6.3 If THE CONSULTANT, in the judgment of IBA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.6.4 If, as the result of Force Majeure, THE CONSULTANT is unable to perform a material portion of the Services for not less than sixty (60) days.
- 3.6.5 If IBA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 3.6.6 If THE CONSULTANT fails to comply with any final decision reached as a result of arbitration proceedings according to Clause GC 8 hereof.
- 3.7 **By THE CONSULTANT:** THE CONSULTANTS may terminate this Contract, by not less than thirty (30) days' written notice to IBA, such notice to be given after the occurrence of any of the events specified in paragraphs below:
- 3.7.1 If IBA fails to pay any money due to the Consultant pursuant to this Contract without THE CONSULTANT's fault;
- 3.7.2 Within forty-five (45) days after receiving written notice from THE CONSULTANT that such payment is overdue;
- 3.7.3 If, as the result of Force Majeure, THE CONSULTANT is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 3.7.4 If the IBA fails to comply with any final decision reached as a result of arbitration under Article 8.
- 3.8 **Payment Upon Termination:** Upon termination of this Contract under Clauses 3.1 or 3.2, IBA shall make the following payments to the Consultant:
- 3.8.1 payment for Services satisfactorily performed prior to the effective date of termination.
- 3.8.2 except in the case of termination pursuant to paragraphs 3.1.1 through 3.1.3, and 3.1.6, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.
- 3.9 Arbitration: The parties expressly consent that all disputes shall be amicably settled between the parties, failing which such disputes shall be settled in accordance with the Arbitration Act, 1940 and the rules made thereunder. The arbitration shall, unless otherwise agreed by the parties, be conducted in Karachi. The Arbitrator shall be mutually appointed from IBA's registered Dispute Resolution Forum IBA-DRF. (Registrar IBA will be the Arbitrator) Each party hereby agrees that any final arbitration decision shall be binding upon the parties.
- 3.10

### Article IV

#### OBLIGATIONS OF THE CONSULTANT

- 4.1 **Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the IBA, and shall at all times support and safeguard the IBA's legitimate interests in any dealings with Sub-Consultants or third Parties.





#### 4.2 Conflict of interests:

- 4.2.1 The Consultant shall hold the IBA's interests paramount without any consideration for future work and strictly avoid conflict with other Assignments or their own corporate interests.
- 4.2.2 **Consultants not to Benefit from Commissions, Discounts, etc.:** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 4.2.3 **Consultant and Affiliates not to be Otherwise Interested in Project:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 4.2.4 **Prohibition of Conflicting Activities:** The Consultant shall not engage and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with activities assigned to them under Contract.

4.3 **Confidentiality:** Except with the prior written consent of the IBA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

4.4 **Insurance to be taken out by the Consultant:** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the IBA, insurance against the risks, and for the coverage and (b) at the IBA's request, shall provide evidence to the IBA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

4.5 **Consultant's Actions Requiring IBA's Prior Approval:** The Consultant shall obtain the IBA's prior approval in writing before taking any of the following actions:

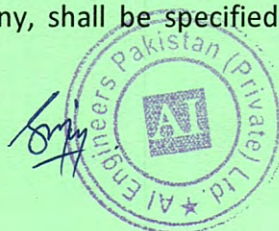
- 4.5.1 entering into a subcontract for the performance of any part of the Services;
- 4.5.2 appointing such members of the Personnel not listed by name in Appendix C; and
- 4.5.3 any other action that may be specified in the SC of Bidding Documents.

#### 4.6 Reporting Obligations:

- 4.6.1 The Consultant shall submit to the IBA the reports and documents specified in (IBA may insert appendix) hereto, in the form, in the numbers and within the periods outlined in the said Appendix.
- 4.6.2 Final reports shall be delivered in USB/Flash Drives in addition to the hard copies specified in said Appendix.

#### 4.7 Documents Prepared by the Consultant to be the Property of the IBA

- 4.7.1 All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the IBA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the IBA, together with a detailed inventory thereof.
- 4.7.2 The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC. of Bidding Documents





#### 4.8 Accounting, Inspection and Auditing:

- 4.8.1 The Consultant shall keep, and shall cause its sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, following internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 4.8.2 The Consultant shall permit, and shall cause its sub-consultants to permit, the IBA and/or persons appointed by the IBA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the IBA if requested by the IBA. The Consultant's attention is drawn to, inter alia, that acts intended to materially impede the exercise of the IBA's inspection and audit rights provided for under Clause 4.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the IBA's prevailing sanctions procedures).

#### Article V

##### OBLIGATIONS OF THE CONSULTANT

- 5.1 **Description of Personnel:** The Consultant shall employ and provide such qualified and experienced Personnel and sub-consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.
- 5.2 **Removal and/or Replacement of Personnel:**
- 5.2.1 Except as the Procuring Agency may otherwise agree, no changes shall be made to the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, or medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- 5.2.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.
- 5.2.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### Article VI

##### OBLIGATIONS OF THE PROCURING AGENCY

- 6.1 **Assistance and Exemptions:** The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant with such assistance and exemptions as specified in the SC of the Bidding Documents.
- 6.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Law concerning taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 7.2.1 or 7.2.2, as the case may be.
- 6.3 **Services and Facilities:** The Procuring Agency shall make available free of charge to the Consultant the Services and Facilities listed under the Bidding Document.



## Article VII

### PAYMENTS TO THE CONSULTANT

- 7.1 **Performance Security:** The Consultant has to submit the performance security equivalent to 5% of the Contract Price in the shape of a Bank Guarantee or Pay Order issued by a scheduled bank in Pakistan in favour of 'The Institute of Business Administration (IBA) Karachi'.
- 7.2 **Lump-Sum Contract:**
- 7.2.1 The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described. Except as provided in Clause 6.2, the Contract Price may only be increased above the amounts stated.
- 7.2.2 if the Parties have agreed to additional payments following Clause 3.4.
- 7.3 **Currency:** The price payable in Pak Rupees
- 7.4 **Payment for Additional Services:** To determine remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided.
- 7.5 **Terms and Conditions of Payment:** Payments will be made to the account of the Consultant according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount and shall be valid for the period stated in the SC. Such guarantee shall be in the form outlined in Appendix G hereto, or in such other form, as the Procuring Agency shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Procuring Agency specifying the amount due.

## Article VIII

### INDEMNITY

- 8.1 THE CONSULTANT in its individual capacity shall indemnify and keep the IBA and any person claiming through the IBA fully indemnified and harmless from and against all/any damage(s), cost(s) and expenses caused to or incurred by THE CONSULTANT as a result of any damage in the title of 'IBA' or any fault, neglect, misbehaviour or/and quality of the item(s) and payment(s) by THE CONSULTANT which disturbs or damage the reputation, quality or the standard of the services provided by THE CONSULTANT and any person claiming through the IBA.

## Article IX

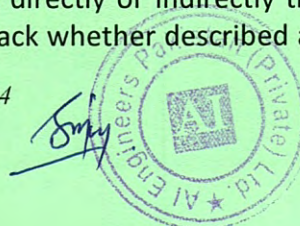
### FORCE MAJEURE

- 9.1 THE 'CONSULTANT' shall not be asked for the return of consideration amount, in part or full nor can be used in a court of law, when failure to provide services outlined in this Agreement is due to an event beyond the control of 'CONSULTANT' 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 the public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

## Article X

### INTEGRITY IBACT

- 10.1 Its intention is not to obtain the provide & supply 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).
- 10.2 Without limiting the generality of the forgoing the M/s AI Engineers Pakistan (Pvt.) Limited 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 Provide & Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

10.3 THE 'CONSULTANT' 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 the 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 instruments, stand void at the discretion of the IBA.

10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder 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 company/firm/CONSULTANT/agency/bidder as aforesaid to obtain or induce Provide & Supply/work/service or other obligation or benefit in whatsoever from the IBA.

#### ARTICLE XI SETTLEMENT OF DISPUTES

11.1 **Amicable Settlement:** The Parties agree that the avoidance or early resolution of disputes is crucial for the smooth execution of the Contract and the success of the Assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

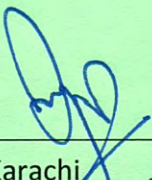
11.2 **Dispute Resolution:** Any dispute between the Parties as to matters arising under this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement following provisions specified in SC.

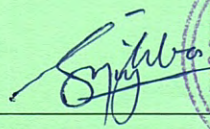

#### Article XII NOTICE

12.1 **Mode:** Any notice given under this agreement shall be sufficient if it is in writing and if sent by courier or registered mail. The Notice Period would be Fifteen Days.

12.2 **Terms & Conditions:** The terms and conditions of the Agreement have been read over to the parties which they admit being correct and abide by the same.

This agreement is effective from May 7, 2024 up to Dec 31, 2024.

  
IBA, Karachi  
Name: Dr Asad Ilyas  
Registrar  
CNIC # \_\_\_\_\_  
**Mohammad Asad Ilyas**  
Registrar  
Former Chairperson Accounting & Law Department  
Institute of Business Administration (IBA),  
Karachi, Pakistan

  
M/s. AI Engineers Pakistan (Pvt.) Limited  
Name: Ghulam Mujtaba Shaikh  
Designation: Regional Director  
CNIC # 41304-2954891-7  


Address:  
Institute of Business Administration  
Main Campus, University Road, Karachi

Address:  
1st Floor, IEP Building, 177/2 Liaquat Barracks,  
Main Shahrah-e-Faisal, Karachi



**WITNESS:**

1.

IBA, Karachi

Name: Syed Fahad Jawed

Head of Procurement

CNIC # \_\_\_\_\_

Address:

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Focal Person IBA \_\_\_\_\_

2.

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