

NBP-0071-2504100007140365

GoS-KHI-764C36CAAE73201E

Non-Judicial**Rs 31,354/-**

Description	: Contract - 15(a)
Principal	: INSTITUTE OF BUSINESS ADMINISTRATION [24024407]
Contractor	: ELECTROLINE ENGINEERS [40208362]
Applicant	: SYED NASIR ABBAS [42101-1618642-7]
Stamp Duty Paid by	: ELECTROLINE ENGINEERS [40208362]
Issue Date	: 10-Apr-2025, 01:05:40 PM
Paid Through Challan	: 2025E8DEE77A6021
Amount in Words	: Thirty One Thousand Three Hundred and Fifty Four Rupees Only

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AGREEMENT**Construction of Staff Town Main Gate**

THIS AGREEMENT is executed at KARACHI, on this day of April 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 Electroline Engineers, having its office at Shop # 5, Akber Arcade, Block 13/B, Gulshan-e-Iqbal, 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 Project Manager Mr. Syed Nasir Abbas, holding CNIC No. 42101-1618642-7 on the SECOND PART.

WHEREAS "IBA" intends to obtain works vide tender # CW/20/24-25 "Construction of Staff Town Main Gate" 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 "Construction of Staff Town Main Gate" discussions in respect of the same with "IBA" before the determination of Scope of Construction of Staff Town Main Gate. "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/20/24-25 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 Contracts (Project).
- 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 Construction of Staff Town Main Gate, as assigned in accordance to the tender vide # CW/20/24-25.
- 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/20/24-25.
- 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 May 19, 2025.

Article III REMUNERATION

- 3.1 The cost offered by THE CONTRACTOR is Rs. 8,958,064.00 (inclusive of all taxes) vide tender # CW/20/24-25. The cost is inclusive of labor / transportation / supplies / etc. The breakup is appended below:

S. #	Items	Unit	Qty	Rate	Amount
Section : A					
BASED ON COMPOSITE SCHEDULED RATES 2024					
1	DISMENTALING OF DUMMY COLUMNS & BLOCK MASONRY				
a)	Dismantling cement concrete reinforced separating reinforcement from concrete cleaning and straightening the same Item No 20 Page 10	cft	125.00	229.72	28,715.00

b	CONCRETE. (b) Dismantling cement concrete plain 1: 3: 6.Item No 19 (b) Page 10 CH2	cft	550.00	87.14	47,927.00
2	EXCAVATION FOR FOUNDATION				
a)	Excavation in shingle or gravel formation and rock in dry not requiring blasting undressed lead upto 100ft. (Page No1 item No 4)	cft	4966.00	26.94	133,784.04
3	DISPOSAL OF EARTH				
	Cartage of 100Cft/ 5 Tons of all material like stones, aggregate, spawl,Coal,lime, surkhi etc by Truck----- lead 1 mile	cft	3007.00	7.54	22,672.78
4	BACK FILLING (USING EXCAVATED/SURPLUS EARTH PRESENT AT SITE)				
i)	Filling, watering and ramming earth in floors with surplus earth from foundation lead upto one chain and lift upto 5'-0" (Item No 21 Page No 4)	cft	1959.00	6.50	12,733.50
5	NON STRUCTURAL LEAN CONCRETE				
	Cement Concrete plain including placing ,compacting finishing, curing complete,including screening and washing at stone aggregate with out form work .				
a)	1:04:08	cft	412.00	348.43	143,553.16
b)	1:03:06	cft	300.00	388.87	116,661.00
6	FORM WORK (FOR NON STRUCTURAL CONC)				
	Erection and Removal of Centering for RCC or Plain Cement Concrete of Class ii Partal Wood Vertical	SFT	550.00	106.52	58,586.00
7	STRUCTURAL CONCRETE				
	Reinforced cement concrete work including all labour and material except 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 shuttering and curing (including screening and washing of shingle.)R.C.C work in roof slab, beams, column,rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects.Ratio 1 : 1-1/2 : 3 90 Lbs of cement, 1-1/2 Cft sand and 4 Cft shingle 1/8" to 3/4" gauge.	cft	3250.00	787.71	2,560,057.50

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8	PRECAST CONCRETE (For Lintols & shelves)				
	Precast reinforced cement in colum, beams lintels stairs cases, shelves etc. Ratio 1:2:4 90 Lbs of cement, 2 Cft sand and 4 Cft shingle 1/8" to 3/4" gauge including Erecting and fixing in position precast cement concrete or stone charges. slab in roofs or lintels, etc, lift upto 20 feet including all charges.	cft	150.00	815.51	122,326.50
9	ERECTION OF PRECAST				
	Erecting and fixing in position precast cement concrete or stone charges. slab in roofs or lintels, etc, lift upto 20 feet including all charges.	cft	150.00	126.23	18,934.50
10	EXTRA FOR SR CEMENT & PUDLO(WATER PROOFING AGENT)				
a)	Add extra for SR Cement upto Plinth (only Upto plinth)	Bag	350.00	50.00	17,500.00
b	Add extra for Pudlo	Kg	40.00	350.00	14,000.00
11	REINFORCEMENT				
	Fabrication of deformed steel reinforcement for cement concrete including cutting,bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal of rust from bars.) Grade-60	CWT	95.00	18,934.02	1,798,731.90
12	BLOCK MASONARY				
	Providing and laying 1 : 3 : 6 Cement concrete solid Block masorany wall above 6" in thickness set in 1 : 6 cement mortar , incl. raking out joints & curing etc, complete.				
a	In Foundation (More than 6 inch thick)	cft	50.00	481.95	24,097.50
b	In Ground floor (Equal or less than 6" thick)	cft	1250.00	514.82	643,525.00
13	DAMP PROOF COURSE				
a	Damp proof course with (cement sand and shingle concrete 1:2 :4) including 2 coats of asphaltic mixture. 2" thick	Sft	150.00	126.97	19,045.50
b	Verticle DPC of 3/4" thick CSM plaster 1:2 with Bitumen at 20 LBs per %Sft (On external peripheral plinth only)	Sft	650.00	102.46	66,599.00
14	RENDERING (PLASTER)				
a	Ceiling plaster : 1/2" thick 1:4 CSM upto 12'-0"	Sft	850.00	39.83	33,855.50
b	Wall plaster : 3/4" thick 1:6 CSM upto 12'-0"	Sft	1500.00	49.12	73,680.00
C	Ext. Wall Plaster 3/4" thick 1:4CSM upto 12'-0"	Sft	3500.00	53.83	188,405.00
15	FLOORING				
a	FLOORING BASE CONC. 1:3 :6 (2" thick)	Cft	118.00	388.67	45,863.06

b	Providing & Laying Full Body Porcelain Tile in Flooring or Facing of Approved Design Set in Grey Cement Motor 1:2 or of 3/4" Thickinss I/C Washing & Joints With White Cement Slurry Using Colour Pigment for matching complete as per Spacification 18"x18"x5/16"or 16"x16"x5/8" as approved.	Cft	850.00	373.89	317,806.50
c	Laying floors of approved coloured glazed tiles 1/4" thick floor of approved color & size jointing in white cement and laid over 1:2 cement sand mortor 3/4" thick including grouting with matching color and finishing.	Sft	75.00	325.40	24,405.00
d	Providing and laying 1" thick topping of cement concrete (1:2:4) including Surface finishing and dividiing into panels.	Sft	250.00	108.75	27,187.50
e	Providing & fixing cement paving blocks flooring having size of 197 x 97 x 60 (mm) of city /quddra / cobble shape with natural colours , having strength b/w 5000 PSI to 8500 PSI i/c filling the joints with hill sand over a bed of 2" thick hill sand or stone dust and laying and compacting in specified manner/ pattern and design etc complete.	Sft	500.00	197.48	98,740.00
f	Providing & fixing cement paving blocks flooring having size of 197 x 97 x 60 (mm) of city /quddra / cobble shape with pigmented, having strength b/w 5000 psi to 8500 psi i/c filling the joints with hill sand over a bed of 2" thick hill sand or stone dust and laying and compacting in specified manner/ pattern and design etc complete.(Pigmented) (PSI 5000 to 8500e / Tameer Works or Equivalent manufacturer)	Sft	250.00	211.54	52,885.00
16	DADO & SKIRTING				
a	Providing & Laying Full Body Porcelain Tile in Flooring or Facing of Approved Design Set in Grey Cement Motor 1:2 or of 3/4" Thickinss I/C Washing & Joints With White Cement Slurry Using Colour Pigment for matching complete as per Spacification 18"x18"x5/16"or 16"x16"x5/8" as approved.	SFT	50.00	373.89	18,694.50
b	Laying approved glazed tiles 1/4" thick dado of approved color & size jointing in white cement and laid over 1:2 cement sand mortor 3/4" thick including grouting with matching color and finishin	SFT	100.00	398.55	39,855.00

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17	WOOD WORKS				
	Providing and fixing with sunk iron screws Wooden Architrave approved design/shape having width not less than 2-1/2 inches as directed by Engineer Incharge.	RFT	75.00	136.40	10,230.00
18	DOOR LOCK				
a	Providing and fixing approved quality mortice lock	Each	4.00	2,041.46	8,165.84
19	METAL WORK				
a	Providing and fixing GI Frames /Choukhats of size 7"x2" or 4-1/2"x3" for door using 20 SWG GI sheet i/c welded hinges and fixing at site with necessary hold fasts. filling with cement sand slurry of ratio 1:6 and repaing the jambs. The cost includes all carriage, tools and plants used for making and fixing. Item No29 Page No93				
i)	Door Frame 7"x2"	Rft	100.00	690.67	69,067.00
b	MS SECURITY GRILLS				
	supplying and fixing in position iron /steel grill of 3/4"x1/4" size flat iron of approved design including painting 3 coats etc. (weight not to be less than 3.7 lbs /sft of finished grill)	Sft	120.00	833.27	99,992.40
20	ALUMINUM WINDOWS , DOORS & VENTILATORS				
	Note : If 5mm thickness local glass is used then difference of glass rate shall be deducted .				
a	Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of made with 5 mm thick tinted glass glazing (Belgium) & Aluminum fly screen I/c handles stoppers & locking arrangement etc. complete Deluxe model (Bronze) ITEM No 84(B) page 83 ch 18	Sft	120.00	2,386.73	286,407.60
b	Supplying & fixing in position Aluminum channels framing for hinged doors or made with 5 mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks I/c handles, stoppers etc. Deluxe model (Bronze). ITEM NO 83 (b) PAGE 83 CH 18	Sft	56.00	1,656.14	92,743.84
21	WATER PROOFING				
	Damp proof course with (cement sand and shingle concrete 1:2 :4) including 2 coats of asphaltic mixture 3" Average thickness	Sft	500.00	148.71	74,355.00
22	RAIN WATER SPOUT				
	Reinforced Cement Concrete Spout including fixing in position 2-1/2"x 6"x2.5"	Sft	3.00	2,446.25	7,338.75

23	EXTRA LABOUR FOR MAKING PATTA				
	Extra labour rate for making CEMENT PLASTER PATTA /BAND around straight or carved opening and around the edges of roof slabs, the width not less than 6" with fine finishing as directed by the Engineer Incharge.	Rft	250.00	57.43	14,357.50
24	EXTRA LABOUR FOR MAKING GROOVE				
	Extra labour rate for making groove of 1"x1/4" or 3/4"x1/2" plastered surface with true edge both vertically and horizontally with uniform depth and with groove base smoothly finished etc. complete as per instruction of Engineer Incharge.	Rft	125.00	31.19	3,898.75
25	PAINT				
(i)	CEILING DESTEMPER				
	Distemping three coats page no 54 item no 24 c	sft	358.00	17.23	6,168.34
ii)	INTERNAL WALL PAINTING				
	Preparing the surface and painting with matt finish Enamel including rubbing the surface with bathy (silicon carbide rubbing brick) filling the voids with zink / 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). Page No. 55, Item No. 36A+36-b. (3 Coats)	sft	1791.00	49.27	88,242.57
iii)	EXTERNAL WALL PAINTING				
	Preparing the Surface and painting with Weather Coat i/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 (3 Coats) Page No 56 Item no 38-a & B	sft	2351.00	25.68	60,373.68
iv)	PAINT OVER IRON SURFACE				
	Preparing surfaces & Painting Guard bars Gates, iron bars, gratins, railings including standard	sft	2984.00	12.71	37,926.64
	braces three coats Item No 5(d) Page No 70				
v)	PAINT OVER WOODEN SURFACE				
	Preparing surface and painting of doors and Windows any types (including edges) Priming coat & three coats of paints Ref. : Item no 5 © Page 79.	sft	105.00	27.43	2,880.15
Total Amount Based on Schedule of rates 2024					7,632,975.00
PREMIUM / REBATE (%)					1,580,025.83
TOTAL AMOUNT OF SCHEDULED BASED ITEMS of Rates2024 (INCLUDING PREMIUM/REBATE)					6,052,949.18

SECTION - B: BASED ON NON-SCHEDULE RATES					
1	FALSE CEILING				
	Providing and installing 2'-0"x2'-0" Gypsum Board Moisture Resistant Ceiling Tiles including GI suspension system, attachment devices, hanger edge moulding, trim clip and trimming, including making provision for light fixture, A/C diffusers, smoke detectors etc. Complete in the respect and confirming to the requirements of drawings, specification.	Sft	415.00	198.00	82,170.00
2	MS RAFTER				
	Providing and installing MS Rafter size 10'-0" x 3' comprising of 2"x1/2" 16SWG MS box 4Nos each welded and supported by 2x1/2" MS 16SWG box 4 Nos at eqidistant painting with approved make and shade enamel paint three coats with anticorrosive primer complete as per direction.	Sft	440.00	630.00	277,200.00
3	WINDOW BLIND				
	Provide and install window blinds of approved sample (thermec or approved equivalent) including lifting and fixing etc, complete as per drawings, specification instructions of the Engineer.	Sft	168.00	414.00	69,552.00
4	SEMI SOLID FLUSH DOOR SHUTTER				
	Providing, fabricating & fixing in position in given sizes, semi solid block board door shutter 1-1/2" thick including 1/8" thick commercial ply on both sides, including 1/2' thick deodar wood lipping all around, hardware of approved quality/make such as , hinges, bolts,latches, Al-drops, handle etc . All door hardware are as per schedule including cost of termite proofing, rubbing, making surface smooth as per drawing & specification and as directed by the Engineer Incharge. (Door Frame and Paint is to be paid as seprate BOQ item)				
a)	3'-0"x7'-0"	SFT	105.00	630.00	66,150.00

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5	Main Gate				
	Supply, Fabrication, & Erection in position at site of Main Emergency Gate average size 22'-3" x 12'-0" Complete as per existing Main Gate and as per specification. The Gate comprises of 3"x3" Rectangular Pipe 16 SWG 2"x1" rectangular tube door panel frame 16 SWG thickness with intermediate pipe support of same size and with locking arrangements including grinding , painting with Enamel Paint in approved shade and colour and transportation, loading, unloading fixing in position complete as per direction complete and fixing in existing RCC column but cutting holes for fixing hold fasts as per direction complete in all respects.	sft	552.00	850.00	469,200.00
6	Wooden Bench				
	Providing, making & fixing in position seasoned wood, termite treated golden teak wooden benches including all necessary hardware to complete as per drawing	Rft	6.00	7,200.00	43,200.00
Total Amount for Non - Schedule items (Section – B)				1,007,472.00	
SECTION - C: Electrical Wiring and Fixtures					
1	Wiring of light circuit from DB to switch, between switches or first light point / directly controlled from DB with single core PVC insulated 3 x 1C - 4 sq.mm wire in 25 mm dia PVC conduit complete in all respect.	Nos.	22.00	7,200.00	158,400.00
2	LED Downlight - 12 W	Nos.	20.00	1,800.00	36,000.00
3	Floor light	Nos.	10.00	900.00	9,000.00
4	Ceiling Fan 56" - max. 60 Watt	Nos.	4.00	14,400.00	57,600.00
5	1 Ton Split AC	Nos.	3.00	125,000.00	375,000.00
6	Smoke Detector.	Nos.	3.00	5,400.00	16,200.00
7	Manual call point (Break glass).	Nos.	1.00	10,000.00	10,000.00
8	Fire alarm sounder & Flasher.	Nos.	2.00	12,000.00	24,000.00
9	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	360.00	18,000.00
1	RJ-45 including I/O with face plate, back box & accessories complete in all respect.	Nos.	10.00	2,500.00	25,000.00
TOTAL AMOUNT OF NON - SCHEDULED BASED ITEM (Section-C)				729,200.00	
GROSS TOTAL AMOUNT OF A+B+C				7,789,621.18	
ADD 15 % SRB ON GROSS TOTAL AMOUNT				1,168,443.18	
TOTAL AMOUNT INCLUDING SRB				8,958,064.35	

- 3.2 This Agreement includes, the "Construction of Staff Town Main Gate" as per "IBA" requirement mentioned in Tender BoQ.
- 3.3 Payment will be made as per running bill on the basis of work done verified by Project department as per rate agreed upon. 5 % retention shall be deducted from each running bill. 50 % of the retention amount shall be released along with final bill and issuance of substantial completion certificate and the balance 50 % shall be released upon successful completion of the defects liability period. 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. Performance Security Deposit will be released after completion of satisfactory work and submission of certificate thereof and completion of Liquidated damages 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% 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 Electroline Engineers as per SRO/Notification.
- 3.9 A liquidity damages @ 2% per week, of the total agreed payment, or 10 % of the remaining work shall be imposed in case of delay in completion of the work.
- 3.10 THE CONTRACTOR will provide minimum one supervisor with 4-5 workers at one site. The work area shall be cordon off before execution and project shall be done phase wise as instructed by Project dept. However, salary /wages /payment /remuneration etc to the manpower/labour/ workforce will be paid borne 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

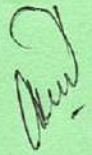
9.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

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 of 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

Construction of Staff Town Main Gate 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 Construction of Staff Town Main Gate on the basis of approved rates vide tender # CW/20/24-25

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 assignor 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.

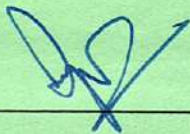
11.18 Statutes And Regulations

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.

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"

NAME: Dr. Muhammad Asad Ilyas

DNIC # 42301-4497522-9

Address: Registrar

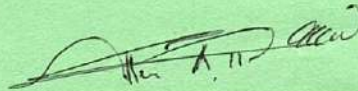
Former Chairperson Accounting & Law Department

Registrar, Institute of Business

Institute of Business Administration (I.B.A.),

Administration Main Campus

University Road, Karachi



M/s Electroline Engineers

NAME: SYED NASIR ABBAS

CNIC # 42101-1618642-7

Address: A-203, Al-Prime Market,
Karimabad, F.B. Area, Karachi.

WITNESS:

1.



Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Associate Registrar Resource Optimization

Institute of Business

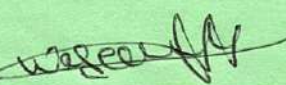
Administration Main Campus

University Road, Karachi

Focal Person IBA

M/s. Nabimul haque

2.



M/s Electroline Engineers

NAME: WASEEM HAIDER

CNIC #: 42101-0436849-7

Address: R-83, Block-20, F.B. Area,
Karachi.