

NBP-1067-2403140004273466

GoS-KHI-CD375AD8CA4D5A1D

Non-Judicial

Rs 14,000/-

Description	: Contract - 15(a)
Principal	: Institute of Business Administration Karachi [00000000]
Contractor	: MG Construction [00000000]
Applicant	: Sheraz [42101-3041634-5]
Stamp Duty Paid by	: MG Construction [00000000]
Issue Date	: 14-Mar-2024, 11:54:00 AM
Paid Through Challan	: 202444ED48DFB233
Amount in Words	: Fourteen Thousand Rupees Only

Please Write Below This Line

AGREEMENT**Construction of Lavatory Block Besides Pump Room**

THIS AGREEMENT is executed at KARACHI, on this day of February 27, 2024.

BETWEEN

M/s Institute of Business Administration, Karachi through its Registrar, located at **Main Campus, University Enclave, Karachi**, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns).

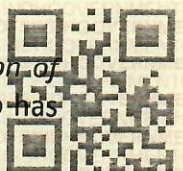
AND

M/s MG Construction, having its office at **Office No 1648 Bizrata Line Near Ashia Bawany Collage Shara-e-Faysil 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. Tariq Nazeer**, holding CNIC No. 82203-8361093-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain works vide tender # CW/10/23-24 "Construction of Lavatory Block Besides Pump Room" up to the entire satisfaction to the "IBA" who has accepted the offer in a finished form complete in all respect.

M.G. Const.

Construction of Lavatory Block Besides Pump Room vide Tender # CW/10/23-24





Rs 500/-

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

"IBA" hereby offer to appoint "THE CONTRACTOR" as their official for the specific purpose of "Construction of Lavatory Block Besides Pump Room" discussions in respect of the same with "IBA" before the determination of Scope of Construction of Lavatory Block Besides Pump Room. "THE CONTRACTOR" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

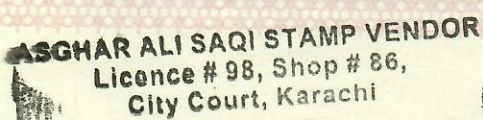
However, the terms and conditions of the tender document vide # CW/10/23-24 would be integral part of this agreement.

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 Maintenance 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.





07 MAR 2024

S No DATE
ISSUED WITH ADDRESS
THROUGH WITH ADDRESS
PURPOSE **M. JAHANGIR**
VALUES (ATTACHED) **Advocate**
STAMP VENDOR'S SIGNATURE **Leg # 1516 H/C**

- 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 Manager Transport & General Maintenance.
- 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 Lavatory Block Besides Pump Room, as assigned in accordance to the tender vide # CW/10/23-24.
- 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 Maintenance 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.

Construction of Lavatory Block



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/10/23-24.
- 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 Maintenance 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 Maintenance 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 25, 2024.

Article III
REMUNERATION

- 3.1 The cost offered by THE CONTRACTOR is Rs. 4,236,000.00 (inclusive of all taxes) vide tender # CW/10/23-24. The cost is inclusive of labor / transportation / supplies / etc. The breakup is appended below:

B.O.Q Item	Description	Unit	Quantity	Rate	Amount
	<u>SCHEDULE RATE ITEMS BASED ON CSR (SINDH) 2012</u>				
1	Excavation and Backfill				
	Excavation in foundation of building, bridges and other structures including dagbelling, dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft b) In ordinary soil Refer Item No. 18 Page no. 4 Chapter No. 1	%0 Cft	1,680.00	3,176.25	5,336
2	Lean Concrete				



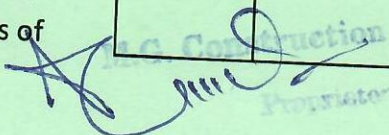
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CONTINUATION SHEET
Government of Sindh

	Cement concrete plain including placing, compacting, finishing and curing, complete including screening and washing of stone aggregate without shuttering. Refer Item No. 5(i) Page no. 16, Chapter 4				
a	Ratio 1:4:8	%Cft	100	11,288.75	11,289
	Add Shuttering				
	Erection and removal of centering for RCC and Plain cement concrete works of Partal wood				
b	For Partal wood				
ii	Vertical	%Sft	100	1,270.50	1,271
3	Termite Control Treatment				
	Providing Anti -termite treatment by spraying /sprinkling /spreading Neptachlar 0.5% Emulsion as an overall pre -construction treatment in slab type construction under the slab and along attached perches or entrances etc, complete as per directions of Engineer Incharge Item # 92, Page No. 109	P.Sft	1,372.00	9.74	13,363
4	Structural Concrete				
	Roof slab and beams, Columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects Refer Chapter 4 Page no. 16 Item No. 6(a)-(1) Ratio (1:2:4) 90 Lbs. cement 2 Cft sand 4 Cft Shingle 1/8" to 1/4" guage				
a	Footings/Foundations	Cft	200	337	67,400
b	Columns upto Plinth level	Cft	24	337	8,088
c	Plinth beams	Cft	190.48	337	64,192
d	Super structure Columns	Cft	81	337	27,297
e	Beams & Lintels	Cft	46.88	337	15,797
f	Slab and Projections	Cft	252	337	84,924
g	SITU wall upto Plinth	Cft	120.6	337	40,642
2	Steel Reinforcement				
	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastenings including cost of binding wire b) Using Tor bars	Per Ton	2.5	89,316	223,290

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	Refer Item No. 8 (b) Page No. 17, Chapter 4 (1 Cwt = 0.056 ton)				
5	Sub-Flooring Base (1:3:6)				
-	Cement concrete plain including placing, compacting, finishing and curing, complete including screening and washing of stone aggregate without shuttering. Refer Item No. 5(h) Page no. 16, Chapter 4	%Cft	372	12,595.00	46,853
-	-				
6	Block Masonry				
-	Providing and laying 1 : 3 : 6 cement concrete solid block masonry wall 6" and below in thickness set in 1 : 6 cement sand mortar in ground floor superstructure including raking out joints and curing etc. complete.				
a	6" thick	%Cft	251.62	15,771.01	39,683
a	4" thick	%Cft	103.44	15,771.01	16,314
-	-				
7	Plaster				
-	Refer Chapter No. 8 Page No. 52 Item No. 13				
a	Cement plaster 1:6 upto 12' upto 20 ft height. Refer Item No. 13 Page No. 47 b) 1/2" Thick	%Sft	557.5	2,206.60	12,302
b	Cement plaster 1:4 upto 12' height. Refer Item No. 11 Page No. 47 d) 3/4" Thick (Only for block masonry work)	%Sft	1,179.00	3,191.76	37,631
-	-				
8	Ceiling Distemper Paint				
-	Distempering three coats on ceiling Refer Item No. 24 (c) Page no. 54	%Sft	340	1,079.65	3,671
9	Internal Paint				
-	Preparing the surface and painting with matt finish I/c 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 . Refer Item No. 36-A Page no. 55	%Sft	560.25	3,444.38	19,297

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10	External Paint				
-	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. Refer Item No. 38-A & B Page No. 55	%Sft	1,179.00	2,567.95	30,276
-					
11	Porcelain Tiles Wall Dado				
-	Laying 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 finishing. Refer Item No. 38 Page No. 45 Chapter No. 8	%Sft	980.31	28,299.30	277,421
-					
12	Porcelain Floor Tiles				
-	Laying floor of approved with glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete Refer Item No. 24 Page No. 43 Chapter No. 8	%Sft	392.25	27,678.86	108,570
-					
13	Doors with Frame				
-	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 54 sides including hold fasts, hinges, iron tower bolts, handles and cleats with cord etc, complete Refer Item No. 51 Page No. 51 Chapter No. 10				
a	D-1 (Size: 3'-0" x 7'-0")	Sft	21	1,245.96	26,165
b	D-2 (Size: 2'-6" x 7'-0")	Sft	87.5	1,245.96	109,022
c	D-3 (Size: 2'-0" x 7'-0")	Sft	14	1,245.96	17,443
-					
14	Aluminum Ventilators				
-	Supplying & fixing in position Aluminum channels framing for sliding windows & ventilators of				



 Proprietor

	made with 5 mm thick tinted glass glazing (Belgium) etc.Complete.				
	b) Deluxe model (Bronze)				
	Refer Item No. 84 Page No. 108 Chapter No. 18				
a	V-1 (Size: 1'-6" x 1'-0")	Sft	9	1,647.69	14,829
b	V-2 (Size: 3'-0" x 1'-6")	Sft	9	1,647.69	14,829
15	Pre-cast rain water spouts				
-	Reinforced cement concrete spout including fixing in position with top and bottom khuras. Refer Item No. 27 Page No. 19 Chapter No. 4	Each	4	524.98	2,100
16	CC Pavers (Grey)				
	Providing & fixing cement paving blocks flooring having size of 197 x 97 x 60 (mm) of city /quaddra / cobble shape with natural colours , having strength b/w 5000 PSI to 8500 PSI i/c filling the joints with hill sand and laying in specified manner/ pattern and design etc complete. Refer Item No. 71 Page No. 49 Chapter No. 8	Sft	2,613.00	199.77	521,999
17	CC Pavers (Red)				
	Providing & fixing cement paving blocks flooring having size of 197 x 97 x 60 (mm) of city /quaddra / cobble shape with pigmented, having strength b/w 5000 PSI to 8500 PSI i/c filling the joints with hill sand and laying in specified manner/ pattern and design etc complete. Refer Item No. 72 Page No. 49 Chapter No. 8	Sft	426	223.97	95,411
TOTAL ESTIMATED AMOUNT OF SCHEDULED BASED ITEMS (CIVIL WORKS)				PKR	1,956,705.34
ADD PREMIUM					880,517.25
A - TOTAL AMOUNT WITH PREMIUM OF SCHEDULED BASED ITEMS (CIVIL WORKS)					2,837,222.59
	NON-SCHEDULE ITEMS	Unit	Quantity	Rate	Amount
1	Stone Soling				

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	6" inch thick compacted stone soling under floor and plinth protection.	Sft	1,372.00	55	75460
2	Basin Vanity Slab				
	Providing, making and fixing 3/4" thick marble slab vanity top including of the following 2" thick precast RCC slab with 1/2" thick plaster both sides, wash basin hole/ cutting, painting/ polishing complete in all respects as per drawings, specifications and/or as directed by the Engineer.	Sft	16.25	1150	18687.5
3	Mirror at Wash Basin area				
	Provide and install in position mirror in toilet consisting of 6mm thick Belgium mirror, double polished front and rear of approved quality with 12mm thick commercial ply backing foxed with 30x6mm thick imported (European) SS Clip, fix on wall including wastage, fixing and accessories etc. complete in all respect as per drawing, specifications and as instructed by the engineer	Sft	17.5	980	17150
4	Roof Screeding				
	Providing and laying 3" thick (avg) cement concrete screed of 1:2:4 ratio, using 3000 psi concrete, laid in panels at any floor or height, including form work, vibrating, curing etc. Complete in all respects and conforming to the requirements of drawings, specifications and to the entire satisfaction of the Engineer.	Sft	396	200	79200
5	Roof Treatment				
	Providing & Laying elastomeric cementitious waterproofing and protective coating of Expancote Rubber-flex two component acrylic polymer modified cementitious coating manufactured by M/s FOSPAK confirming to ASTM D412 & ASTM D4541:1989 in two coats to achieve a total dry film thickness of 1.25 - 2.00 mm as per manufacturer's recommendation with experiences applicator.	Sft	480	85	40800
6	Exhaust Fans				

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	Providing and fixing exhaust fan of approved make (PAK Fan/Royal) with inner frame size: 12" x 12", complete with all necessary hardware and accessories and as directed by Engineer	Nos.	7	4500	31500
7	Refixing of Existing Pavers				
	Refixing in position of existing pavers present at site including removal, shifting, laying, levelling, compaction of stone dust laid in approved pattern and as directed by Engineer.	Sft	1,000.00	75	75000
8	Manholes				
	Constructing Manhole or inspection chamber internal size 2'-0" x 2'-0" x 3'-6" depth with walls of block masonry with cement sand mortar and 1:3 CSM plaster, 1/2" TH. Inside and 1" thick outside over benching and channel including fixing C.I. Man hole cover 1-1/2" x 1-1/2" of 1.75 CWT (88.9 KG) embedded in plain CC complete as per standard specifications and as directed by engineer	Nos.	2	11000	22000
	B - TOTAL AMOUNT OF NON- SCHEDULE ITEMS (CIVIL WORKS)			PKR	359,797.50
	ADDENDUM & CORRIGENDUM NO. 2 (SCH. OF RATES (MATERIALS), VOL-III, PART-III, 6TH EDITION-2011 PUBLICATION No. 48				
1	Cement				
	Cement Ordinary Portland	Bag	308	325	100100
2	Steel				
	Steel MS Bar Ordinary Steel MS Bar Tor	P.M.Ton	2.5	112000	280000
3	Wood				
	Wood (Deodar) 1st Class	Per Cft	14.7	5500	80850
	C - TOTAL AMOUNT OF ADDENDUM & CORRIGENDUM (CIVIL WORKS)			PKR	460,950.00
B.O.Q Item	Description	Unit	Quantity	Rate	Amount
	PLUMBING WORKS (BASED ON PREVAILING MARKET RATES)				
1	Plumbing Piping Facility Water Distribution				

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PPRC Pipes					
	Supply and lay PPR pipes of PipePlus, Minhas, IIL or approved for hot and cold water distribution at any height system including specials such as tees, bends, elbows, unions, plugs, reducers etc. with heat fusion jointing method including cutting holes in masonry or concrete in wall, floor and slab and chiseling wall and floor and making good the same, complete in all respect as per drawing, specification and as directed by the Engineer.				
	Nominal internal diameter shall be as follows:				
a	20mm (3/4") Dia	Rft	106	300	31800
b	25mm (1") Dia	Rft	58	400	23200
2	Handle Valve				
	Supply and install in place handle valve of Minhas, Pipe Plus or IIL for water system as specified, approved by the Engineer, complete in all respect as per specifications.				
a	25mm (1") internal diameter.	No.	2	1500	3000
3	Facility Sanitary Sewarage Drainage Pipe				
	Supply and lay UPVC pipes of Pak Arab/ Steelex (SDR-41), Nikasi for soil, waste and vent system including specials such as tees, bends, plugs, reducers, etc. with solvent cement jointing / rubber ring push fit jointing method including cutting holes in masonry or concrete in walls, floor and in slab, making good the same, complete in all respect as per drawing, specification and as directed by the Engineer.				
a	110 mm (4" Dia) diameter.	Rft	306	580	177480
4	Supply and fix one piece commode of approved quality.				

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-	Supply and fix one piece toilet Commode of Porta quality, in white or coloured with "P or S" trap of vitreous china, size shall be 741 x 438 x 637 mm with symphonic flushing mechanism and seat cover with hydraulic including all internal fittings with connection pipes, Tee stop cock etc. of master complete in all respect as per drawing and specifications.	No.	2	65000	130000
5	Supply and fix Indian type Squatting Pan of approved quality.				
-	Supply and fix Indian type Squatting Pan of Porta or approved quality in white or coloured of vitreous china, size shall be 585 x 435 x 300mm with P-Trap 4" dia (Pak Arab) , hung type flushing cistern of local aproved quality including all necessary fitting for connection with inlet and outlet pipes, Tee cock etc., of Master (Code: 076-CP) complete in all respect as per specifications and as directed by Engineer.	No.	2	21000	42000
-	-				
6	Providing and fixing Over counter Wash basin				
-	Supply and fix wash basin of Porta , in white or coloured with Over Counter Vanity shall be 610mm x 500 mm including all internal fitting with connection pipes concealed Tee cocks,Pure Brass Bottle Trap, CP basin mixer , waste pipe etc., of Master brand by the Engineer, complete in all respect as per drawing and specifications.	No.	2	32000	64000
-	-	-	-		
7	Supply, fix muslim shower and double bib cock complete with PVC flexible pipe				
-	Supply and fix muslim shower complete with PVC flexible pipe , and double Bib Cock of matching knobs, of Master, complete in all respect as per drawing and as directed by the Engineer.	No.	4	7800	31200
-	-				
8	Providing and fixing Stainless Steel Floor Trap				

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		-			
-	Supply and fix in position UPVC Floor Trap with SS Jali top tile & strainer of Master,Dadex - Nikasi, floor trap shall be connected to a waste stack with bend, complete in all respect as per specification.	No.	6	800	4800
9	Providing and fixing Chrome Plated Bib Cocks	-			
-	Supply and fix following chrome plated Bib Cocks / Stop, Cocks 12 mm dia. of Master with matching knobs, complete in all respect, as per drawing and specification.				
a	Bib Cock. (90 Degree)	No.	5	2500	12500
10	Electric Geyser	-			
	Providing and installation of Instant Electric Geyser of NASGAS brand (Model: DG-9L). Mounted at required height including all fixing accessories complete in all respect and as directed by Engineer	No.	1	38000	38000
11	Bathroom Accessories.	-			
-	Supply and fix following bathroom accessories in chrome plated of Master, complete in all respect as per specification.	-			
a	Towel Rod with Brackets.	Each	1	1000	1000
b	Soap Dish.	Each	2	300	600
c	Double Hook & Towel Ring.	Each	1	450	450
12	Providing and fixing Chrome Plated Bath Mixer				
	Supply and fix chrome plated wall type bath mixer with over head shower and matching knobs of Master/Faisal Brand, complete in all respect as per drawing and specification.	No.	1	18000	18000
	D - TOTAL AMOUNT (PLUMBING WORKS)			PKR	578,030.00
Grand Total Amount A + B + C + D					4,236,000.09
SST					Inclusive
Grand Total Amount A + B + C + D					4,236,000.09


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- 3.2 This Agreement includes, the "Construction of Lavatory Block Besides Pump Room" 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 Maintenance 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 MG Construction 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 start from external area first and complete after completion of external area complete internal area as identified by Maintenance 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

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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**

Construction of Lavatory Block Besides Pump Room under this agreement shall conform the specs provided in the bidding document.

M.G. Construction

Proposed

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 Lavatory Block Besides Pump Room on the basis of approved rates vide tender # CW/10/23-24

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

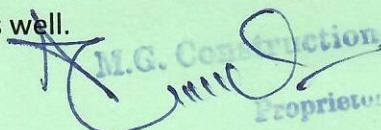
If the contractor fails/ delays in performance of any of the obligations, under the Agreement/ violates any of the provisions of the Agreement/ commits breach of any of the terms and conditions of the Agreement the IBA, Karachi may, without prejudice to any other right of action/ remedy it may have,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


M.G. Construction
Proprietor

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.

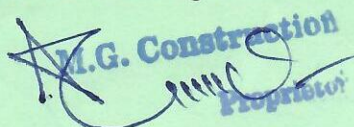
11.16 Agreement Cost

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

M.G. Construction
Proprietor

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

M.G. Construction
Karachi

"IBA"

NAME: Dr. Muhammad Asad Ilyas

CNIC # 42301-4497722-9

Address:

Registrar, Institute of Business

Administration Main Campus

University Road, Karachi

M/s MG Construction


NAME: Tariq Nazir

CNIC # 82203-8361093-9

Address: H-1648, Bazar-e-Chino

New Ashia Burying College
Sher-e-Fayzil.

WITNESS:

1. 
Syed Fahad Jawed

CNIC # 42201-9125136-3

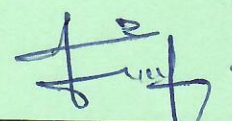
Address:

Associate Registrar Resource Optimization

Institute of Business

Administration Main Campus

University Road, Karachi

2. 
Tariq Nazir

M/s MG Construction

NAME:

CNIC #

Address:

Focal Person IBA

M. Nasimul Haque Malik