



**ASGHAR ALI SAQI STAMP VENDOR**

Licence # 98, Shop # 86,  
City Court, Karachi

S.No. .... DATE: 26 DEC 2022  
ISSUED WITH ADDRESS .....  
THROUGH WITH ADDRESS .....  
PURPOSE .....  
VALUE RS. .... (ATTACHED)  
STAMP VENDOR'S SIGNATURE ..... *[Signature]*

26 DEC 2022

### AGREEMENT

#### **Repair & Maintenance Works at Staff Town Residences B-6**

THIS AGREEMENT is executed at KARACHI, on this day of December.....<sup>30</sup>....., 2022.

#### **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**

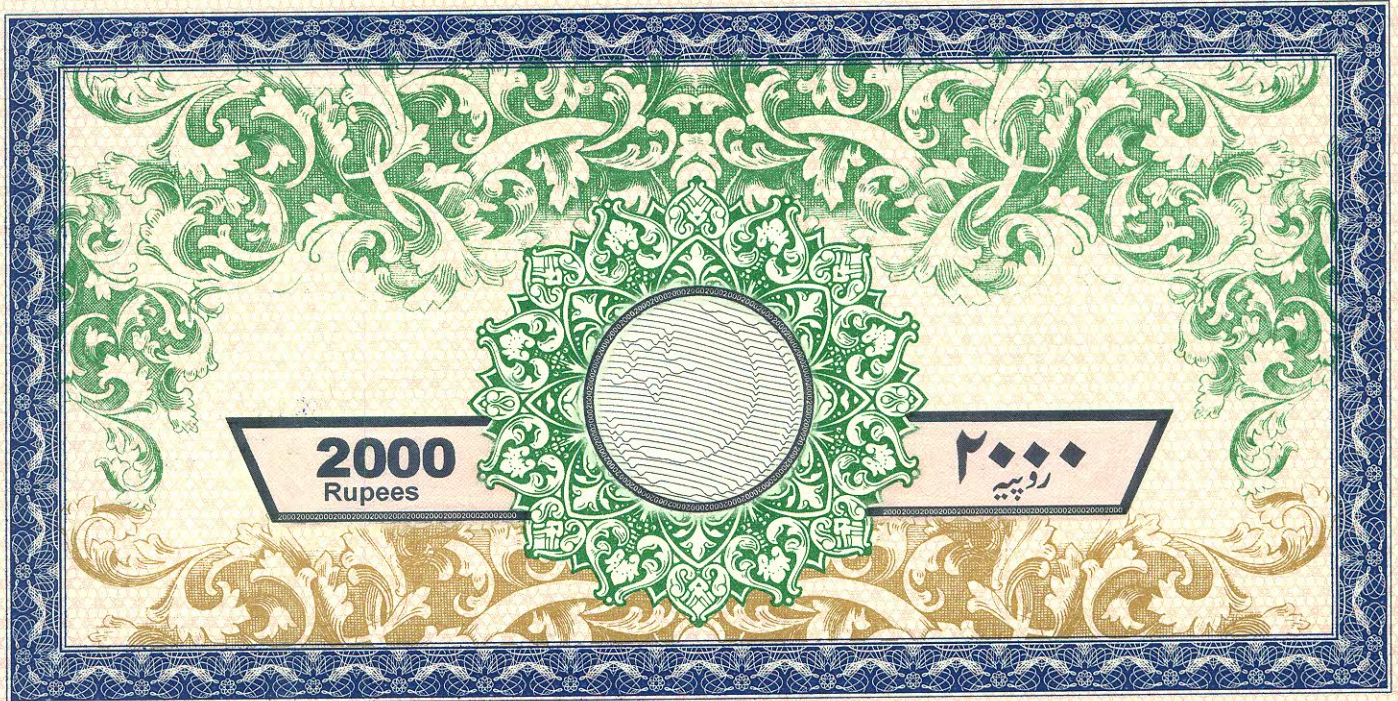
**M/s Glaxy Enterprises**, having its office at **A-293, Block-H, North Nazimabad, Karachi**, hereinafter referred to as "THE CONTRACTOR" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor **Mr. Irfan Ahmed Khan**, holding CNIC No. 42101-1540586-9 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain works vide tender # CW/06/22-23 "Repair & Maintenance Works at Staff Town Residence B-6" 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:**

*[Signature]*  
**GLAXY ENTERPRISES**





**SYED RIAZ MUSTAFA RIZVI**  
Stamp Vendor License No. 59

S.C. ST. Dm. Nazimabad, Karachi

S. No. 8941 Dated: .....

18 OCT 2022

Issued To With Address ..... Muhammad Hanif Ahmed  
Through with Address ..... Advocate High Court  
Purpose .....  
Value Rs .....  
Stamp Vendor's Signature .....

#### WITNESSETH

"IBA" hereby offer to appoint "THE CONTRACTOR" as their official work executor for the specific purpose of "Works" in respect of the same with "IBA" as per the determination of scope of works/jobs on suitable scale with any/all other relevant details for Repair & Maintenance Works at Staff Town Residences B-6. "THE CONTRACTOR" hereby agree to the offer the "IBA" in acceptance of the terms & conditions here in below forth. However, the terms and conditions of the tender document vide # CW/06/22-23 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 & time line 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, equipments, 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

**GLAXY ENTERPRISES**





SYED RIAZ MUSTAFA RIZVI  
Stamp Vendor License No. 59  
S.C. ST. Urdu Mohal Nazimabad, Karachi  
S No. .... Dated: .....

23 DEC 2022

039010

Issued To With Address: ..... Muhammad Hanif Ahmed  
Through with Address: ..... Advocate High Court  
Purpose: .....  
Value Rs: .....  
Stamp Vendor's Signature: .....

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 Repair & Maintenance Works at Staff Town Residences B-6, as assigned in accordance to the tender vide # CW/06/22-23.
- 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.

GLAXY ENTERPRISES





23 DEC 2022

**NASREEN AKHTAR STAMP VENDOR**S.V. Lic. No. 173 Office No.1Block-4, Gulshan-e-Iqbal,  
Abul Hassan Isphani Road Karachi. East

S. No. .... DATE .....

ISSUED TO WITH ADDRESS .....

THROUGH WITH ADDRESS .....

PURPOSE .....

VALUE RS. .... ATTACHED .....

STAMP VENDOR'S SIGNATURE .....

Don't use for Nikah and divorce purposes Stamp Vendor

is not responsible for stamp forgery

041252

**Article II****SCOPE OF PROFESSIONAL SERVICES & WORKS**SARTAJ KHAN  
Advocate  
CN No. 2767/K B A

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/06/22-23.

- 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 will be January 25, 2023.

GLAXY ENTERTAINMENT



**Article III**  
**REMUNERATION**

3.1 The cost offered by THE CONTRACTOR is Rs. 1,173,460.00 (inclusive of all taxes) vide tender # CW/06/22-23. The cost is inclusive of labor / transportation / supplies / etc. The breakup is appended below

Item No.	Description of Item	Quantity	Unit	Rate Rs.	Amount Rs.
1	<b><u>Dismantling of Existing Bathroom Finishes</u></b> Dismantling / cutting / removal of existing finishes on walls & floor including wall chipping & removal of debris outside premises etc. to Engineer Incharge, complete in all respect as per site requirements.	660	Sft.	Rs. 20.00	Rs. 13,200.00
2	<b><u>Dismantling of Block Masonry</u></b> Dismantling of existing block masonry walls, partitions, parapets etc, at any level manually or mechanical using breaker and disposed off rubbish material from site complete in all respect as per direction of the Engineer Incharge.	150	Cft	Rs. 80.00	Rs. 12,000.00
3	<b><u>Dismantling of Situ Wall</u></b> Dismantling of existing situ wall, partitions, parapets etc, at any level manually or mechanical using breaker and disposed off rubbish material from site complete in all respect as per direction of the Engineer Incharge.	100	Cft	Rs. 80.00	Rs. 8,000.00
4	<b><u>PCC Situ Wall ( 1:3:6)</u></b> <b><u>Ceramic Tiles.</u></b> Providing and laying in situ 1:3:6 (1 cement 3 sand and 6 coarse aggregate) cement concrete using screened graded bajri 3/4 inch (19 mm) and down gauge in foundation, basement and plinth including form work, compacting, curing and removal of form work, etc. complete in all respect as directed by Engineer Incharge.	200	Cft	Rs. 400.00	Rs. 80,000.00
5	<b><u>Lean Concrete ( 1:4:8)</u></b> Providing and laying in situ 1:4:8 (1 cement 4 sand and 8 coarse aggregate) cement concrete using screened graded bajri 3/4 inch (19 mm) and down gauge in foundation, basement and plinth including form work, compacting, curing and removal of form work, etc. complete in all respect as directed by Engineer Incharge.				
a	6" thick	65	Cft	Rs. 300.00	Rs. 19,500.00
6	<b><u>Concrete Block Masonry</u></b>				

GLAXY ENTERPRISES



	Supply and lay, in (1:3:6) machine made solid block masonry straighter curve, as specified, set in 1:6 cement - sand mortar with raking out joints on both sides, including curing complete in all respect as per drawings and as specified by Engineer Incharge. <b>In plinth or Foundation , set in (1:6) mortar.</b>				
a	'110 mm thick (5" thick)	146	Cft	Rs. 410.00	Rs. 59,860.00
b	'80 mm thick (3" thick)	20	Cft	Rs. 410.00	Rs. 8,200.00
7	<b><u>Cement Plastering</u></b> Supply, make, apply and cure, cement sand plaster as specified including jambs, junctions, corners, edges and round surfaces etc, complete in all respect as per drawing and specifications. <b>'20 mm thick in (1:4) mortar.</b> To interior surfaces. With grooves for skirting where required)	800	Sft	Rs. 60.00	Rs. 48,000.00
8	<b><u>Stucco Plaster</u></b> 2" (50 mm) Stucco cement plaster 1:2: 4 (Cement sand and Shingle.) (Item 08 , Page 47)	200	Sft	Rs. 90.00	Rs. 18,000.00
9	<b><u>Providing &amp; Fixing of Ceramic Tiles in Kitchen &amp; Washroom Ceramic Tiles</u></b> Supply and lay ceramic tiles of Master (Prime Quality) or equivalent as per approved sample, sizes or as desired and colors, set with cement slurry including filling and grouting the joints with matching pigments upto 7 ft. height, complete in all respect as per drawing and as directed by the Engineer.				
a	On Floor:- With 25mm (1 inch) thick setting bed in (1:2) mortar.	145	Sft	Rs. 360.00	Rs. 52,200.00
b	On Dado ( 7ft. High ) :- with 13mm thick rough plaster in (1:3).	540	Sft	Rs. 360.00	Rs. 194,400.00
10	<b><u>Stainless Steel Kitchen Sink Kitchen</u></b> Providing and fixing steel sinks stainless local bt make complete with cast iron or wrought iron LINA ALVH brackets 6 inches built into wall, 1- 1/2" rubber plug and chrome plated brass chain 1- 1/2" C.P. brass waste wvith 1-1/2" P.V.C. waste pipe & making requisite number of holes in walls, plinth & floor for pipe connection & making good in cement concrete 1:2:4. (FOR INTERNAL & EXTERNAL WATER SUPPLY & SANITARY WORKS) (Item 09 , Page 4)	1	No	Rs. 1,000.00	Rs. 1,000.00

GLAXY ENGINEERING



a	Steel Sink stainless size 36"x18" local make (standard pattern)				
11	<b><u>Kitchen Sink Mixture Cock</u></b> Supplying & fixing Sink mixture cock of superior quality with C.P. head etc. complete (FOR INTERNAL & EXTERNAL WATER SUPPLY & SANITARY WORKS) C.P BRASS BIB COCK AND STOP COCK (Item 17 , Page 15)	1	No	Rs. 7,000.00	Rs. 7,000.00
12	<b><u>Gate Valves</u></b> Providing and Fixing ball valves with Plastic Ball & Road (FOR INTERNAL & EXTERNAL WATER SUPPLY & SANITARY WORKS) C.P BRASS BIB COCK AND STOP COCK '25mm (1") internal diameter.	4	Nos	Rs. 2,000.00	Rs. 8,000.00
13	<b><u>Facility Sanitary Sewerage Nikasi Pipes</u></b> Supply and lay UPVC pipes of Pak Arab/ Steelelex (SDR-41) or equivalent, 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. (FOR INTERNAL & EXTERNAL WATER SUPPLY & SANITARY WORKS) Water Services ( Internal ) (Item 2 , Page 09) <b>Note: This item includes removal of existing pipe lines</b>	60	Rft	Rs. 500.00	Rs. 30,000.00
14	<b><u>Providing and fixing Wash Basin</u></b> Providing and fixing 22"x16" lavatory basin in white glazed earthen ware complete with & including the cost of W.I. or C.I. cantilever bracket 6 inches built into wall, painted white in two coats after a primary coat of red lead paint, a pair of 1/2" din chrome plated pillar taps, 1-1/2" rubber plug & chrome brass waste of approved pattern, 1-1/4" dia malleable iron or C.P. brass traps malleable iron or brass unions and making requisite number of holes in walls, plinth & floor for pipe connection & making good in cement concrete 1:2:4 (Standard Pattern). (FOR INTERNAL & EXTERNAL WATER SUPPLY & SANITARY WORKS)	3	Nos	Rs. 10,000.00	Rs. 30,000.00

GLAXY ENTERPRISES



15	<b><u>Providing and fixing Wash Basin Pedestal</u></b> Add extra for providing & fixing of earth ware pedestal white or colored Glazed ( Standard pattern). (FOR INTERNAL & EXTERNAL WATER SUPPLY & SANITARY WORKS)	3	Nos	Rs. 1,000.00	Rs. 3,000.00
16	<b><u>Providing and fixing Basin Mixer</u></b> Supplying & fixing wash basin mixture of superior quality with C.P. head 1/2" dia 1/2" dia a (FOR INTERNAL & EXTERNAL WATER SUPPLY & SANITARY WORKS) C.P BRASS BIB COCK AND STOP COCK	3	Nos	Rs. 7,000.00	Rs. 21,000.00
17	<b><u>Providing and fixing Wall Shower</u></b> Providing & Fixing C.P Shower brass shower rose with or 3/3" inlet (with detachable lid) 4" dia (Superior quality ) (FOR INTERNAL & EXTERNAL WATER SUPPLY & SANITARY WORKS) C.P BRASS BIB COCK AND STOP COCK	3	Nos	Rs. 3,000.00	Rs. 9,000.00
18	<b><u>Supply and fix two piece commode of approved quality</u></b> Providing and fixing European type white glazed earthen ware wash down W.C. pan complete with & including the cost of white / black plastic seat ( Best quality ) and lid with C.P. brass hinges best quality and buffers 3 gallons white glazed earthen ware low level flushing cistem with siphon fitting 1½ " dia white porcelain enameled flush bend dia and making requisite number of holes in walls , plinth & floor for pipe connection & making good in cement concrete 1:2:4 ( Foreign quality ) . ( ICL or equivalent ) (FOR INTERNAL & EXTERNAL WATER SUPPLY & SANITARY WORKS)	3	Nos	Rs. 20,000.00	Rs. 60,000.00
19	<b><u>Supply, fix muslim shower complete with flexible pipe &amp; Double Bib Cock</u></b> Supplying & fixing C.P muslim shower with double bib cock and ring pipe etc. complete (FOR INTERNAL & EXTERNAL WATER SUPPLY & SANITARY WORKS) C.P BRASS BIB COCK AND STOP COCK	3	Nos	Rs. 5,000.00	Rs. 15,000.00
20	<b><u>Bathroom Accessories</u></b> Supplying & fixing bath room accessories set (7 pieces) i/c towel rod ,Brush holder ,soap tray ,shelf of approved design including cost of screw ,nuts etc. complete ( Master Brand )	3	Each	Rs. 14,000.00	Rs. 42,000.00



	(FOR INTERNAL & EXTERNAL WATER SUPPLY & SANITARY WORKS) C.P BRASS BIB COCK AND STOP COCK				
21	<b>Tee-Stop Cock</b> S/fixing concealed Tee-stop cock of superior quality with C.P. head 1/2" dia 1/2" dia  (FOR INTERNAL & EXTERNAL WATER SUPPLY & SANITARY WORKS) C.P BRASS BIB COCK AND STOP COCK	3	Each	Rs. 2,000.00	Rs. 6,000.00
22	<b>Flow Line Pipes</b> Supply and lay uPVC pipes of Dadex or equivalent- Flow Line for underground drainage and sewer system including specials such as tees, bends, plugs, reducers etc with rubber ring Push fit jointing method including cost of excavation and backfill with suitable material in layer not more than '150 mm thick with 95% compaction, complete in all respect as per drawing, specification and as directed by the Engineer.  a '150 mm ( 6 ") diameter FOR PUBLIC HEALTH ENGINEERING WORKS - FINISHED ITEMS, Providing Laying & Jointing (PVC Pipes) (Item 4 d , Page 24 )	80	Rft	Rs. 700.00	Rs. 56,000.00
23	<b>Repair and maintenance of all existing doors / windows/ Ventilators</b> Repair and maintenance of all existing doors / windows/ Ventilators and including Mosquito Net , providing and fixing of hinges , tower bolts, Cabinet/Door lock & Handles/ Door Locks of Khas Brand etc. as per site requirement or as directed by Engineer Incharge.  a Doors b Windows	13 7	Nos Nos	Rs. 6,000.00 Rs. 6,000.00	Rs. 78,000.00 Rs. 42,000.00
24	<b>Kitchen Counter Top</b> Supply and lay 20mm thick, chemical polished marble slab as specified of approved sample over a setting bed of 40mm thick cement - sand mortar setting bed in (1:4). This includes the cost of filling and grouting the joints with white cement and matching pigment complete in all respect as per drawing, specifications and as directed by the Engineer.  a Tippy For kitchen / Vanity Top with bull nosing of half round, including making of openings for sink / wash basin with	45	Sft	Rs. 290.00	Rs. 13,050.00



	molding around the openings.				
25	<b><u>Providing and Fixing 4.8 mm thick Glass of Ghani</u></b> Providing and fixing 4 mm thick glass in existing windows, ventilator etc. of (Ghani or approved equivalent) as per size and pattern, complete in all respect as instructed by Engineer Incharge.	30	Sft	Rs. 350.00	Rs. 10,500.00
26	<b><u>Wood, Plastics and Composites – 06 Kitchen Cabinets.</u></b> Supply and fixing cabinets according to the size and dimensions as per site condition , made with 20mm Lassani board shutter, deodar wood lipping with Formica of approved colors or equivalent including fixing cabinets to wall with expansion bolts of 10 mm diameter at 600 c/c and all relevant hardware i.e. piano hinges, locking arrangement, handles, painting and polishing etc complete in all respect as shown on drawing specification and as directed by the Engineer. '(Note: Sample to be approved by Client prior to start of work.) Wall Hung Cabinet.	100	Sft	Rs. 1,400.00	Rs. 140,000.00
27	<b><u>Plumbing Piping.</u></b> <b><u>Facility Water Distribution PPR Pipes.</u></b> Supply and lay PPR pipes of PipePlus, Minhas, IIL or approved equivalent 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. <b><u>Nominal internal diameter shall be as follows:-</u></b> a '20mm ( 3/4") Dia b '25mm (1") Dia Note: This item includes removal of existing pipe lines	100 200	Rft. Rft	Rs. 200.00 Rs. 300.00	Rs. 20,000.00 Rs. 60,000.00
28	<b><u>Providing and fixing Stainless Steel Floor Trap</u></b> Supply and fix in position Stainless Steel Floor Trap with top tile & strainer of Master, Dadex - Nikasi or equivalent, floor trap shall be connected to a waste stack with bend, complete in all respect	4	Nos	Rs. 1,000.00	Rs. 4,000.00



	as per specification.				
26	<b>Stone Soling</b> Supply, place and compact hard-core in maximum size of 65mm laid to a required thickness, hard-core shall be laid on subgrade finished to requisite lines / levels and compacted to relative density of 95% including sufficient quantity of sand shall be added so that the interstices between the stones are filled, complete as per specification and as directed by the Engineer. '150 mm thick (6" thick)	65	Cft	Rs. 70.00	Rs. 4,550.00
<b>Total Amount</b>					<b>Rs. 1,173,460.00</b>
<b>SST</b>					<b>Inclusive</b>
<b>Grand Total Amount with All Taxes</b>					<b>Rs. 1,173,460.00</b>

- 3.2 This Agreement includes, the "Repair & Maintenance Works at Staff Town Residences B-6, 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% for Services against total value of Work Order will be levied accordingly.
- 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 Glaxy Enterprises as per SRO/Notification.
- 3.9 A liquidity damages @ 2% per week, of the total agreed payment, of the total cost will be imposed in case of delayed work. Penalty will be imposed after 30 days subject to services by IBA before the starting date mentioned on the Work Order.
- 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 anytime after issuing a 15 day's notice.
- 5.2 IBA reserve the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

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

- 6.1 "THE CONTRACTOR" 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.

GLAXY ENTERPRISES



- 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, contact, 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**  
**FORCE MAJURE**

- 11.1 THE SUPPLIER shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of THE SUPPLIER and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

**Article XII**  
**GENERAL CONDITIONS OF CONTRACT**

**12.1 Contract**

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

**12.2 Contract documents and information**

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

**12.3 Standards**

The Repair & Maintenance Works at Staff Town Residences B-6 under this agreement shall conform the specs provided in the bidding document.

**12.4 Patent Right**

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

**12.5 Price**

The contractor is bound to Repair & Maintenance Works at Staff Town Residences B-6 on the basis of approved rates vide tender # CW/06/22-23

**12.6 Contract Amendment**

The IBA, Karachi may, at any time, by written notice served on the contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all/ any with the percentage as prescribed in Work Order. The contractor shall not execute the change until and unless the IBA, Karachi has allowed the said change, by written order served on the contractor. The change, mutually agreed upon, shall constitute part of the obligations under this Agreement, and the provisions of the Agreement shall

CHAYEN PAPER



apply to the said Change. No variation in or modification in the Agreement shall be made, except by written amendment signed by both the IBA, Karachi and the contractor.

#### **12.7 Assignment/ Sub Contract**

The contractor shall not assign or sub-contract its obligations under this Agreement, in whole or in part, 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

#### **12.8 Liquidated Damages**

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

#### **12.9 Blacklisting**

If the contractor fails/ delays in performance of any of the obligations, under the contract/ violates any of the provisions of the contract / commits breach of any of the terms and conditions of the contract the IBA, Karachi may, at any time, without prejudice to any other right of action it may have, black list the contractor, either indefinitely or for a stated period, for further tenders in public sector. If the contractor is found to have engaged in corrupt or fraudulent practices in competing for the without prejudice to any other right of action it may have, black list the contractor, either indefinitely or for a stated period, for further tenders in public sector.

#### **12.10 Forfeiture of Performance Security**

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

#### **12.11 Termination for Default**

If the contractor fails/ delays in performance of any of the obligations, under the Agreement/ violates any of the provisions of the Agreement / commits breach of any of the terms and conditions of the Agreement the IBA, Karachi may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Agreement indicate the nature of the default(s) and terminate the Agreement, in whole or in part, without any compensation to the contractor. Provided that the termination of the contract shall be resorted to only if the contractor does not cure its failure/ delay, within fifteen (15) working days (or such longer period as the IBA, Karachi may allow in writing), after receipt of the such notice.

#### **12.12 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

CLASIFIED



insolvency and terminate the Agreement, in whole or in part, without any compensation to the contractor.

#### **12.13 Termination for Convenience**

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

#### **12.14 Force Majeure**

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

#### **12.15 Taxes And Duties**

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

#### **12.16 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.

#### **12.17 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.

#### **12.18 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.

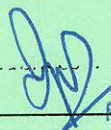
#### **12.19 Governing law and Jurisdiction**

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.

CLAYTON



IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

  
**Dr. Muhammad Asad Ilyas**  
Registrar  
Former Chairperson Accounting & Law Department  
Institute of Business Administration (IBA),  
Karachi, Pakistan

"IBA"

NAME: Dr. Muhammad Asad Ilyas

CNIC # 42301-4497722-9


Address:

Registrar, Institute of Business

Administration Main Campus

University Road, Karachi

**WITNESS:**

1.   
Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Head of Procurement


Institute of Business

Administration Main Campus

University Road, Karachi

Focal Person IBA


Kazi Muhammad Mazharuddin

  
M/s Glaxy Enterprises

NAME:  Jofan Ahmad Khan  
GLAXY ENTERPRISES

CNIC # 42101-1540586-9

Address: A-293 Block-H North Nazimabad Karachi

2.   
M/s Glaxy Enterprises

NAME: Sikandar GLAXY ENTERPRISES

CNIC # 42301-8314712-7

Address: Agra Taj Colony Lixari

4th floor 407 Shehbaz Apartment