

SND-0313-39773423416

GoS-KHI-7885DB9FF7F18AFC

Non-Judicial**Rs 3,312/-**

Description : Contract - 15(a)
 Principal : Institute of Business Administration [42000-0000000-0]
 Contractor : American Commercial Building Management Services (Pvt) Ltd [00000000]
 Applicant : Babar Hussain [37201-1633959-3]
 Stamp Duty Paid by : American Commercial Building Management Services (Pvt) Ltd [00000000]
 Issue Date : 10-Jan-2025, 02:43:12 PM
 Paid Through Challan : 2025B1A1350E2AAA
 Amount in Words : Three Thousand Three Hundred and Twelve Rupees Only

Please Write Below This Line

AGREEMENT**Interior Civil Work in Accounting Lab at IBA Main Campus**

THIS AGREEMENT is executed at KARACHI, on this day of January 07, 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 American Commercial Building Management Services (Pvt) Ltd, having its office at **B-14, EOBI House Awami Markaz 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. Humayoun**, holding CNIC No. 42201-0649814-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain works vide tender # CW/14/24-25 "Interior Civil Work in Accounting Lab at IBA Main Campus" 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:


AMERICAN COMMERCIAL BUILDING MANAGEMENT SERVICES (PVT) LIMITED.



WITNESSETH

"IBA" hereby offer to appoint "THE CONTRACTOR" as their official for the specific purpose of "Interior Civil Work in Accounting Lab at IBA Main Campus" discussions in respect of the same with "IBA" before the determination of Scope of Interior Civil Work in Accounting Lab at IBA Main Campus. "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/14/24-25 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 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.
- 1.5 It will be responsibility of THE CONTRACTOR to remove debris /sludge /garbage / waste material/left over material, machineries, equipment and manpower from the site at their own cost after completion of works/jobs/project. However, Clearance Note / Certificate will be required from Sr. Manager Projects.
- 1.6 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.
- 1.7 Interior Civil Work in Accounting Lab at IBA Main Campus, as assigned in accordance to the tender vide # CW/14/24-25.
- 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/14/24-25.
- 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 February 21, 2025.

**Article III
REMUNERATION**

3.1 The cost offered by THE CONTRACTOR is Rs. 946,134.00 (inclusive of all taxes) vide tender # CW/14/24-25. The cost is inclusive of labor / transportation / supplies / etc. The breakup is appended below:

S. #	Items	Unit	Qty	Rate	Amount
1	Paint Work:				
1.1	Matt Enamel Paint - Internal Surfaces. Provide and apply Matt Enamel paint (Jotun, ICI or Berger) minimum three coats of approved shade over a coat of primer to internal surfaces prepared smooth with carborandum stone, filling the depression with putty including scaffolding, etc. complete in all respect as per specifications and drawings.				
i)	Jotun	SFT	600.00	100.00	60,000.00
ii)	ICI	SFT	Rate Only	85.00	
2	Flooring & Skirting:				
2.1	Carpet Tile Flooring. Provide & lay in line and level imported carpet tiles in different areas with approved adhesive and minimum joint, including cutting, lifting, wastage, etc., complete in all respect as per drawing and instruction of the Architect. For payment net installed Carpeted floor area will be measured. Basic Price of Installed Carpet Tiles but on supply quantity shall be Rs. 650.00 Per SFT. Wastage factor should be added by contractor in his unit rate.	SFT	250.00	475.00	118,750.00

2.2	Wooden Skirting Polish Finish. Provide and install in position Wooden Skirting, consisting of 3" x ½" thick Solid Oak wood for skirting with approved Polish Finish, including all hardware, wastage, glues, lifting, etc., complete as per drawing & instruction of the Architect. For payment net running length of skirting will be measured.	RFT	40.00	425.00	17,000.00
2.3	PVC Skirting. Provide and install in position 65mm high approved quality & sample heavy duty PVC skirting (Germany or approved equivalent) fixed with approved adhesive, cutting, wastage, etc., complete in all respect. Basic Price shall be Rs. 290.00/ RFT. For payment net running length of skirting will be measured.	RFT	Rate Only	290.00	
3	Claddings:				
3.1	Wooden Cladding MDF Laminated Board Finish (Behind Manager Table - Elevation 01). Provide and install in position Wooden Cladding, consisting of solignum treated partial wood internal framing of approved sections tie with walls, 20mm thick Laminated MDF board (Code as approved by the Architect) fixed on wooden frame with PVC / solid Oak wood polish finish lipping, including all hardwares, wastage, lifting, cutting, fixing etc., complete as per drawing & instruction of the Architect.	SFT	110.00	725.00	79,750.00



3.2	<p>Fluted Panel Cladding Paint Finish (Office Workstation Wall - Elevation 02). Provide and install in position Fluted Panel Cladding, consisting of solignum treated partial wood internal framing of approved sections tie with walls, Fluted Panels fixed on wooden frame with approved Paint Finish, including all hardwares, making of wooden pelmet polish finish, wastage, lifting, cutting, fixing etc., complete as per drawing & instruction of the Architect.</p>	SFT	80.00	820.00	65,600.00
3.3	<p>Fabric Finish Cladding on Walls (Podcast Studio - Elevation 03). Provide and install in position Fabric Cladding, consisting of solignum treated partial wood internal framing of approved sections tie with walls, Fabric (Fabric Project or approved equivalent) wrapped on 10mm thick Acoustic Panels of approved sample fixed on 6mm thick commercial ply with solid Oak wood Polish Finish lipping on edges fixed on wooden frame with Head Less Nail, 2" thick Termolan - Rockwool Blankets Stitched to Glass Veil T/W 65kg/cm density of (Pakistan Insulations or approved equivalent) insulation in fill of approved quality, including all hardwares, wastage, lifting, cutting, making of openable panels etc., complete as per drawing &. instruction of the Architect. For Payment net exposed Fabric area will be measured.</p>	SFT	150.00	750.00	112,500.00



3.4	<p>Wooden Cladding with Wooden Strips Polish Finish (Podcast Studio - Elevation 04).</p> <p>Provide and install in position Wooden Cladding with Wooden Strips, consisting of Solignum treated partial wood internal framing of approved section, 12mm thick Commercial Ply (Patex or approved equivalent) fixed on wooden frame, ¾" x 1" Solid Oak wood for strips, 1¼" thick gap between 2 strips with approved Polish Finish, including all hardware, wastage, lifting, cutting, fixing etc. Complete in all respect as per drawings, details and Instructions of the Architect.</p>	SFT	86.00	950.00	81,700.00
4	<p>Suspended Ceiling Work:</p>				
4.1	<p>Gypsum Board Ceiling Paint Finish.</p> <p>Provide and install in position Gypsum Board Ceiling, consisting of G.I. frame work of approved sections with G.I. Hangers and 16-18 swg. aluminum edgings as shown, 12mm thick Gypsum Board Sheet fixed on frame, 12mm thick MDF Board on vertical edges with approved Paint Finish, solignum treated partial wood reinforcement of approved sections, G.I. Angle, cutting of opening for light fixtures / diffusers with making of light pelmet, fiber tape on joints, metal tape on edges, including primer coat filling if required and all other hardwares, wastage, scaffolding, making access panel (where required), etc., complete in all respect.</p> <p>For payment exposed sheet surface area will be measured.</p>	SFT	250.00	280.00	70,000.00



5	Miscellaneous Work:				
5.1	Window Roller Blinds. Provide and install in position Roll-up Window Blinds of approved colour and specifications of Faber (Denmark) chain operated Roller blind (Thermec or approved equivalent) with approved Fabric screw with existing structure / pelmet, including all hardware, wastage, lifting, cutting, fixing, scaffolding etc., complete as per drawing & instruction of the Architect. For payment net installed Blind (including top & bottom channel) area will be measured.	SFT	60.00	500.00	30,000.00
6	Customized Furniture Works:				
6.1	Wooden Legde Polish Finish (Podcast Studio). Providing and install in position 8'-6" x 1'-0" x 2" thick Wooden Ledge, consisting of solignum treated partal wood internal framim of approved sections, 6mm thick Oak Veneer pasted with approved adhesive on 12mm thick MDF board fixed on wooden frame, 2" x ½" thick Solid Oak wood lipping on edhes with approved Polish Finish, including all hardware, wastage, lifting, cutting, fixing, etc., complete in all respect as per drawing and instruction of the Architect.	NOS	1.00	25,000.00	25,000.00
7	Electrical Works:				
7.1	Procurement & Installation of Switches & Sockets etc., complete in all respect as per drawing and instruction of the Architect.	JOB	1.00	47,010.00	47,010.00
7.2	Shifting of Existing Points as per Proposed Plan etc., complete in all respect as per drawing and instruction of the Architect.	JOB	1.00	40,000.00	40,000.00

7.3	Ceiling Suspended 35w led linear (4') along with housing with color temp 4000k/5000k or as per architect, including necessary wiring etc., complete in all respect as per drawing and instruction of the Architect.	JOB	1.00	13,500.00	13,500.00
7.4	4' long Track Lights including necessary wiring etc., complete in all respect as per drawing and instruction of the Architect.	JOB	1.00	11,665.00	11,665.00
7.5	Ceiling Mounted 25w led down light diffused glass with color temp 4000k/5000k or as per architect including necessary wiring etc., complete in all respect as per drawing and instruction of the Architect.	JOB	5.00	1,950.00	9,750.00
7.6	Customized Paper crete chandelier including necessary wiring etc., complete in all respect as per drawing and instruction of the Architect.	JOB	1.00	20,000.00	20,000.00
7.7	Strip lighting around ceiling and manager table wall including necessary wiring etc., complete in all respect as per drawing and instruction of the Architect	JOB	1.00	20,500.00	20,500.00
TOTAL AMOUNT				822,725.00	
ADD SST 15%				123,408.75	
GRAND TOTAL AMOUNT INCLUDING TAX				946,133.75	

ARCHITECTURAL DRAWINGS
FOR
**IBA ACCOUNTING LAB /
POD CAST STUDIO**
WORKING DRAWINGS

09 - AUGUST - 2024

General Notes:

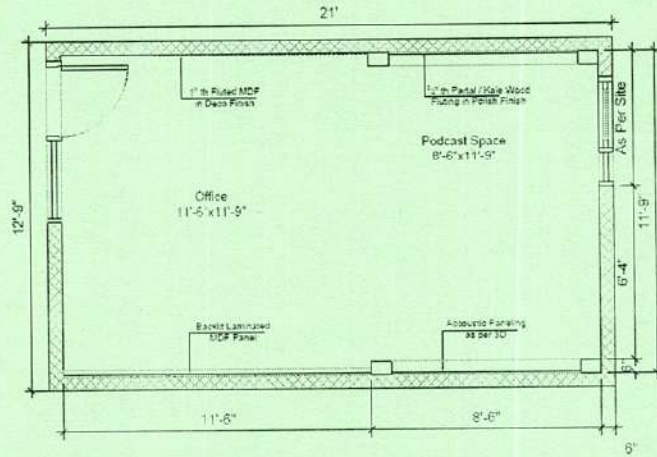
- All dimensions are in feet and inches, unless mentioned otherwise please do not scale the drawings, and use the specified dimensions.
- Dimensions are for guidance purpose only and may have slight variations.
- Contractors are requested to verify measurements on site at actual
- These drawings are the sole property of Lakeer Design Studio and may not be replicated or used elsewhere without the architects written permission.
- Any material or items depicted in 3d renders are subject to market availability.

ARCHITECTURAL LIST OF DRAWING

S.NO	TITLE	SHEET NO
1	Cover Sheet	
2	General Notes	
3	Title Sheet	
4	Working Plan	AR-101
5	Furniture Layout Plan	AR-102
6	Furniture Working Plan	AR-103
7	Flooring Plan	AR-104
8	Reflected Ceiling Plan	AR-105
9	Switch Layout Plan	AR-106
10	View Finding Plan	AR-107
11	3d View - 01	AR-108
12	3d View - 02	AR-109
13	3d View - 03	AR-110
14	3d View - 04	AR-111
15	Furniture Detail - 01	AR-201
16	Furniture Detail - 02	AR-202
17	Furniture Detail - 03	AR-203
18	Isolated Furniture	AR-301
19	Isolated Furniture	AR-302
20	Isolated Furniture	AR-303
21	Isolated Furniture	AR-304
22	Isolated Furniture	AR-305
23	Isolated Furniture	AR-306



AR-101

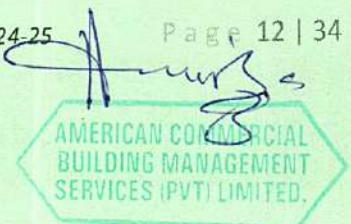


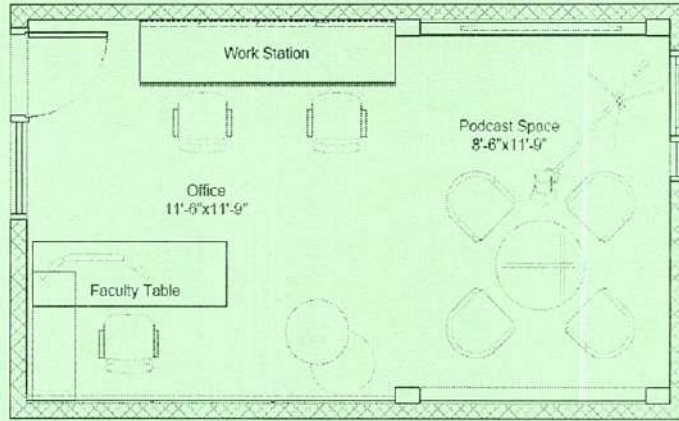
IBA INSTITUTE OF BUSINESS ADMINISTRATION
1001 RIVER ROAD, SUITE 1010
DUBLIN, OH 43017
Tel: 614.885.1000
Fax: 614.885.1001
www.iba.edu

Drawing Title:
ACCOUNTING LAB
WORKING PLAN

Created By: SH
Date: 04/23/2024
Project No: 0224-1001
Sheet Size: A3
Drawing No: AR-101

1 WORKING PLAN
www.iba.edu

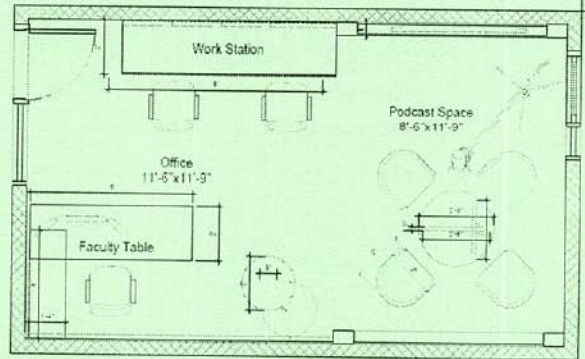





BALL STATE UNIVERSITY
COLLEGE OF BUSINESS ADMINISTRATION
COLLEGE FOR CONSTRUCTION
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Date: 2024-122
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Drawing No:

1 FURNITURE LAYOUT PLAN
DATE: 02/14/25

AR-103



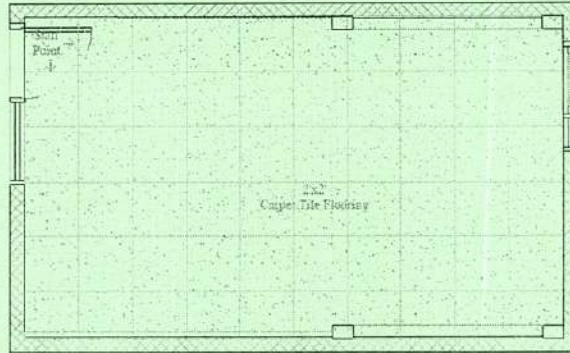
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BUSINESS ADMINISTRATION
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AR-103

1 FURNITURE WORKING



AR-104




AMERICAN COMMERCIAL
BUILDING MANAGEMENT
SERVICES (PVT) LIMITED

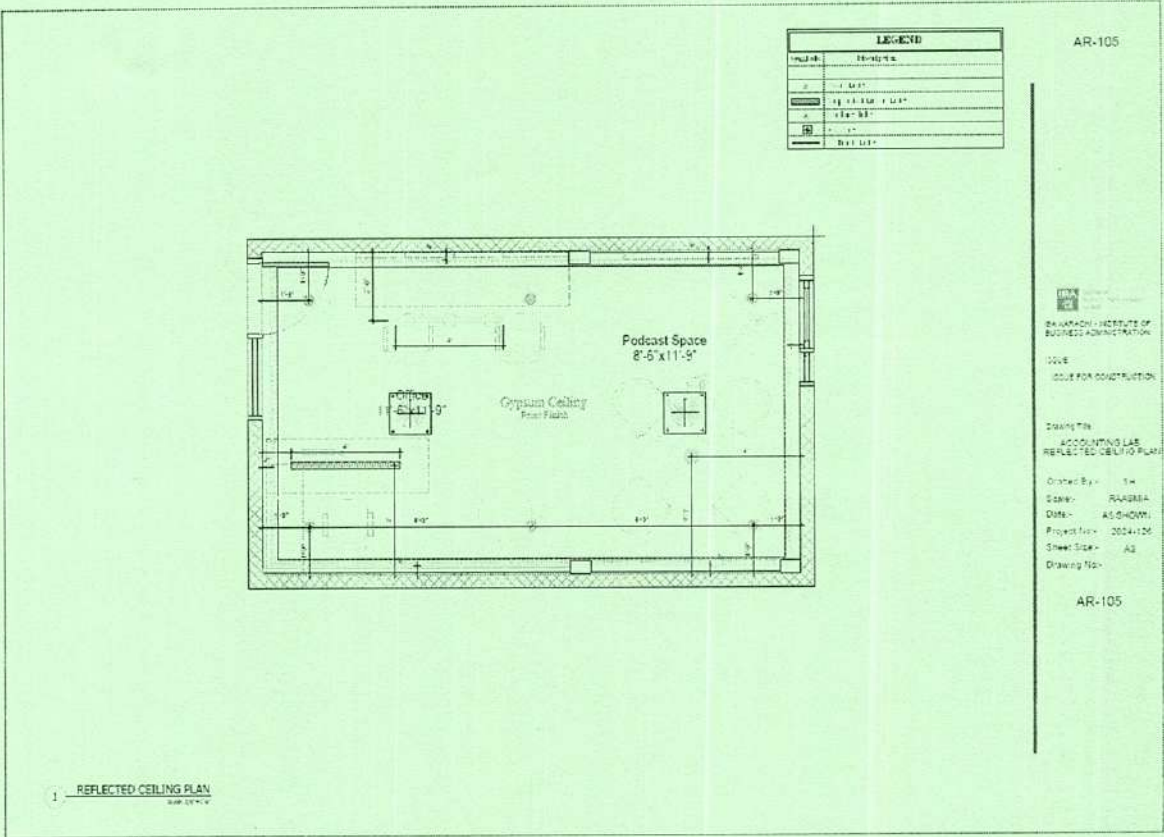
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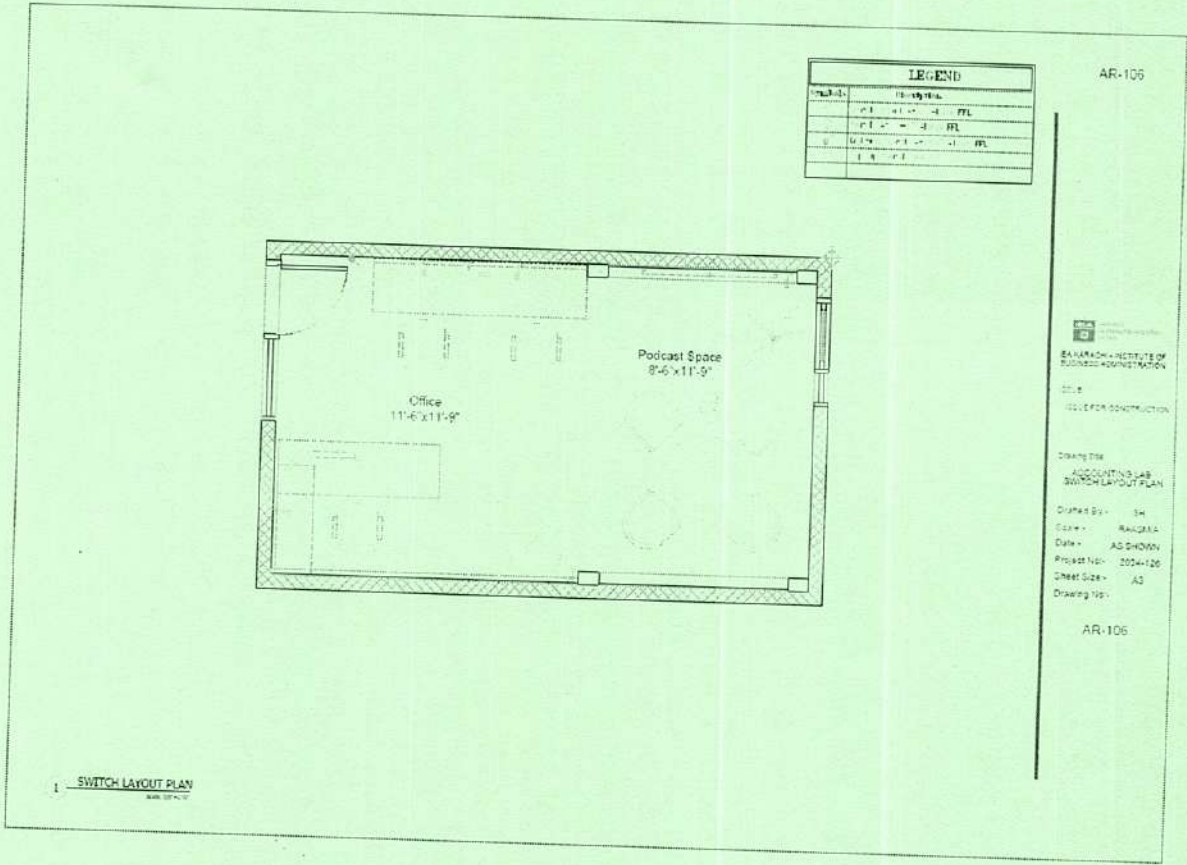
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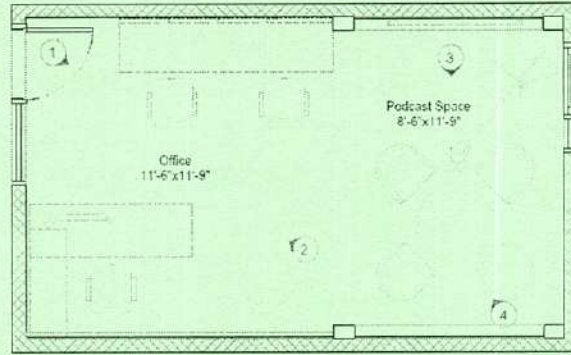
1 FLOORING PLAN
www.abc.com








AR-107



IBA KARACHI INSTITUTE OF
BUSINESS ADMINISTRATION

SCALE
SCALE FOR CONSTRUCTION

Drawing Title
ACCOUNTING LAB
VIEW FINDING PLAN

Drawn By:- T4
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Project No:- 2024-125
Sheet Size:- A3
Drawing No:-

AR-107

1 VIEW FINDING PLAN

AR-108



IBA
BAVARIAN INSTITUTE OF
BUSINESS ADMINISTRATION
ISSUE
ISSUE FOR CONSTRUCTION
DRAWING
ACCOUNTING LAB
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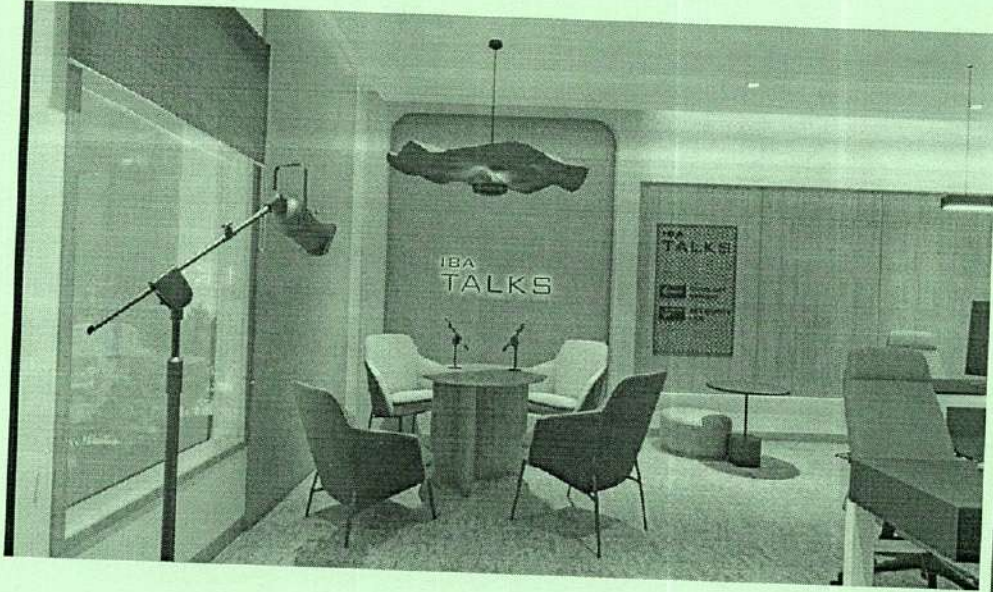
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1 3D VIEW - 01



IBA
INSTITUTE OF BUSINESS ADMINISTRATION
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LAB FOR CONSTRUCTION
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Scale - RAAGASA
Date - AS SHOWN
Project No - 2024-126
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Drawing No -
AR-109

1 3D VIEW - 02



BAWA ARCHITECTURE OF
BUSINESS ADMINISTRATION

ISSUE
- ISSUE FOR CONSTRUCTION

Drawing Title
ACCOUNTING LAB
3D VIEW - 03

Drafted By - SH
Scale - RAASMA
Date - AS SHOWN
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Drawing No -

AR-110

1 - 3D VIEW - 03



AR-111



BA LA PAACH - INSTITUTE OF
BUSINESS ADMINISTRATION

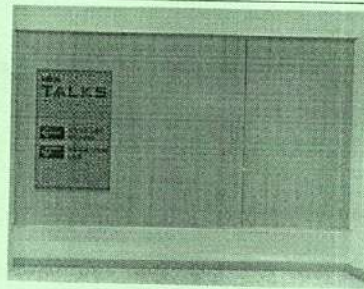
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ISSUE FOR CONSTRUCTION

Drawing Title:
ACCOUNTING LAB
3D VIEW - 04

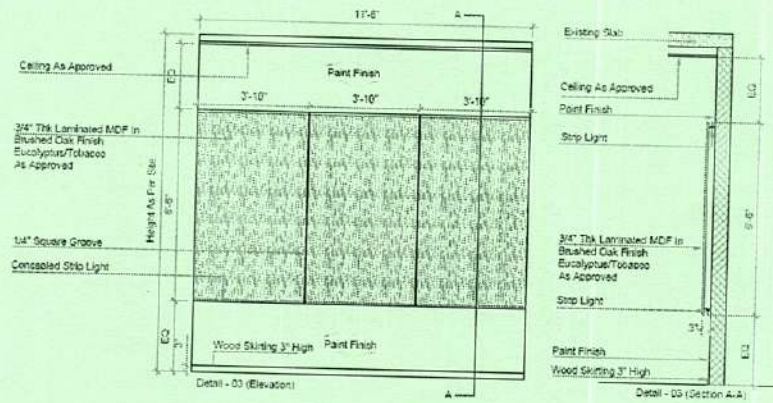
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
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1 3D VIEW - 04

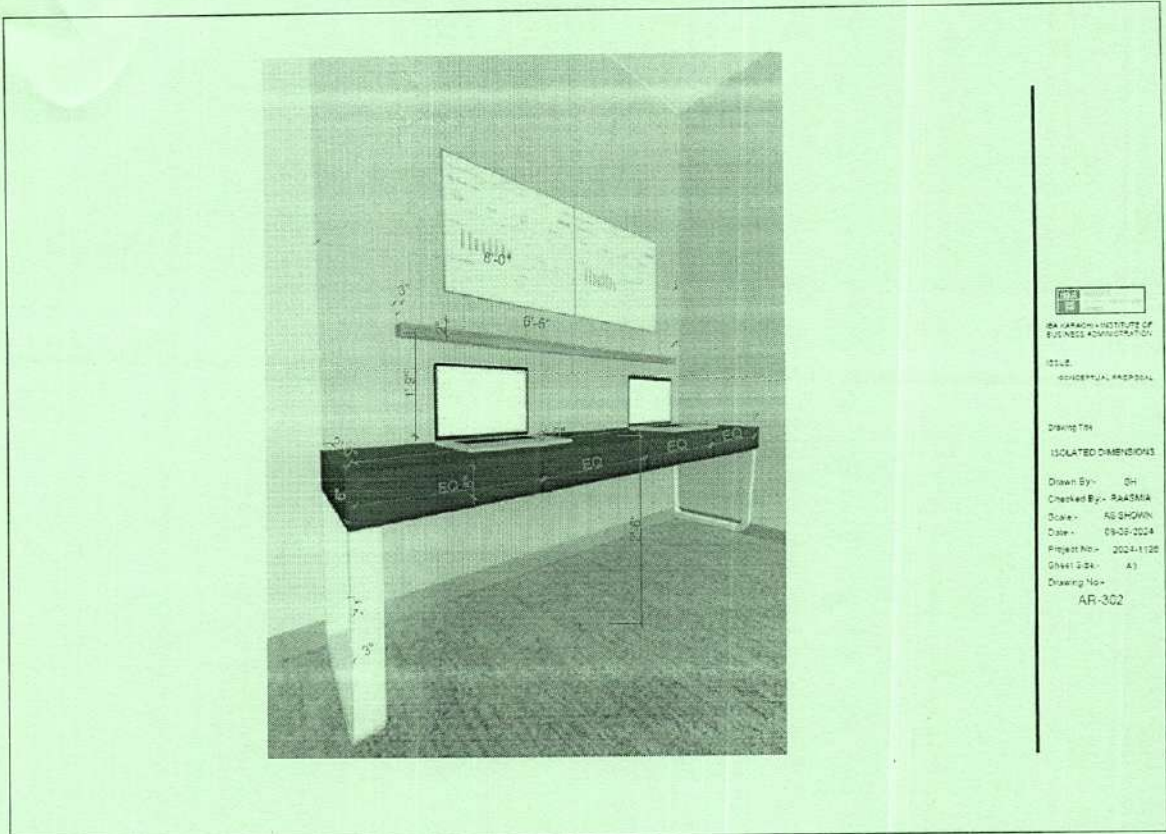


3D VIEW



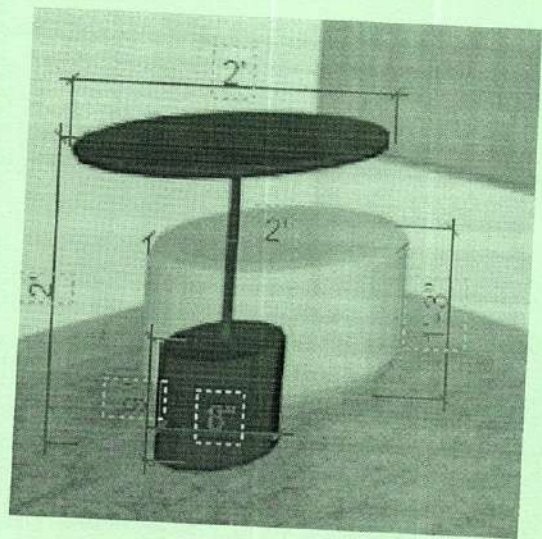
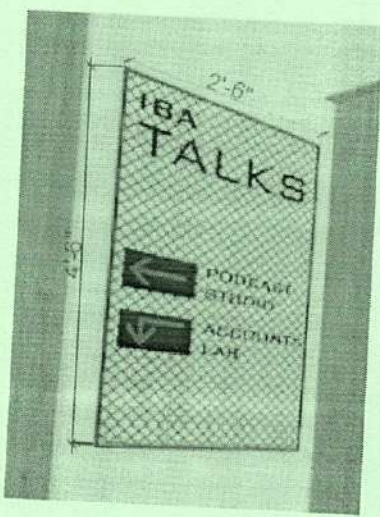

 RAJARAM INSTITUTE OF BUSINESS ADMINISTRATION
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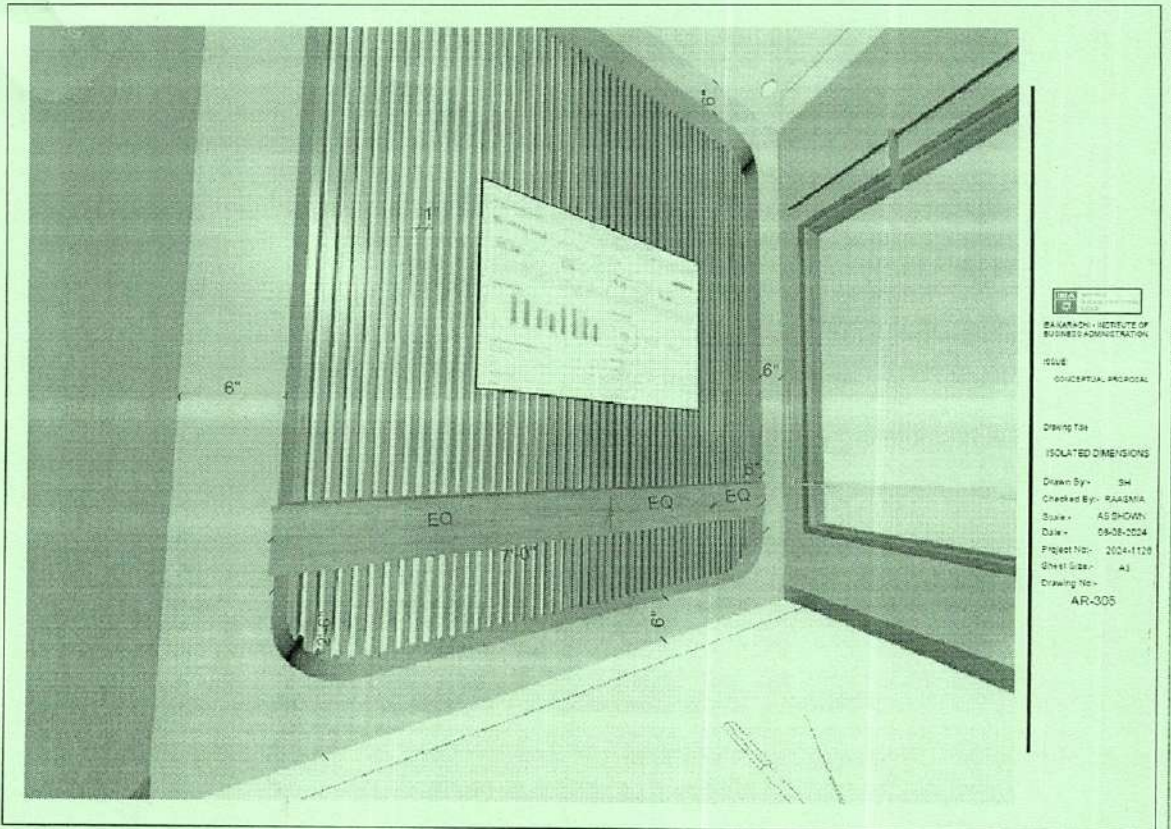




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 AR-302



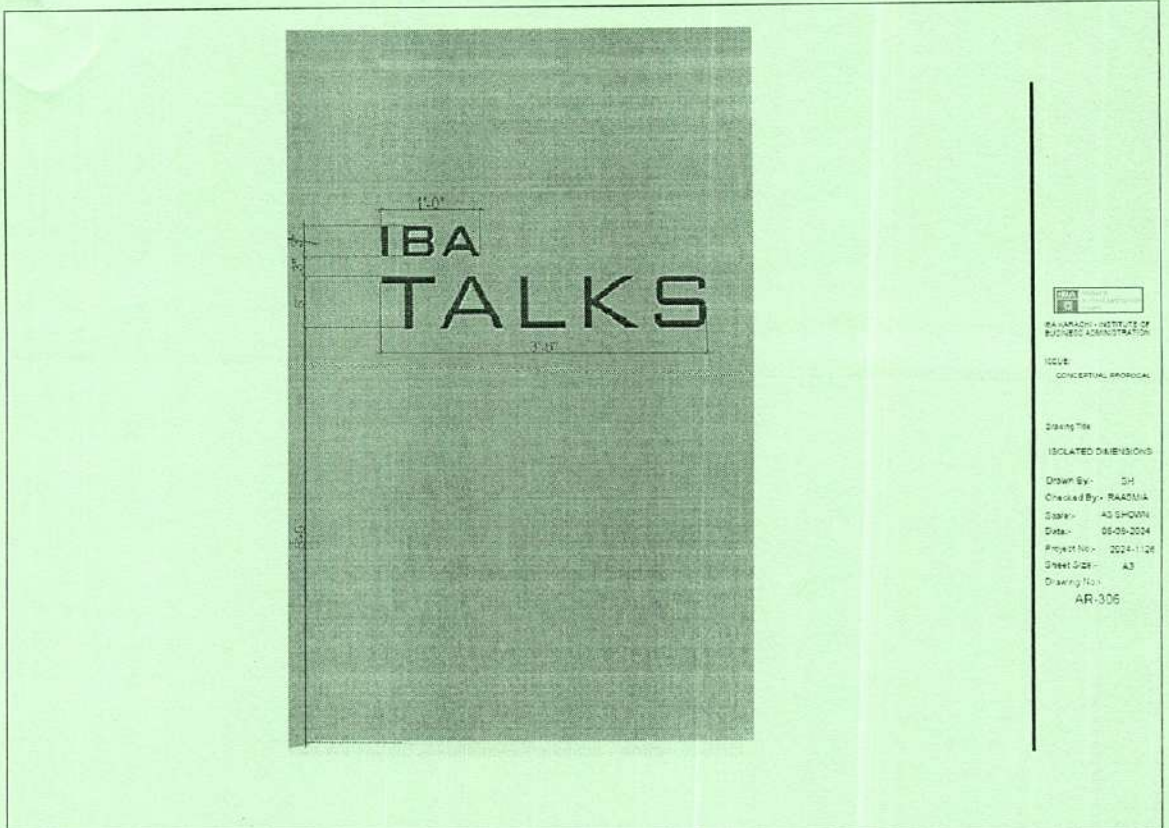


IBA
 INSTITUTE OF
 BUSINESS ADMINISTRATION
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 BALKRISHNA INSTITUTE OF BUSINESS ADMINISTRATION
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 Date:- 09-08-2024
 Project No:- 2024-1128
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 Drawing No:- AR-305


 AMERICAN COMMERCIAL
 BUILDING MANAGEMENT
 SERVICES (PVT) LIMITED.



- 3.2 This Agreement includes, the "Interior Civil Work in Accounting Lab at IBA Main Campus" as per "IBA" requirement mentioned in Tender BoQ.
- 3.3 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Complete Measurement with Clearance Note / Certificate endorsed from Project Department is required before process of bill/invoice.
- 3.4 Performance Security @ 5% of total amount of Work Order must be deposited to the IBA, Karachi. Security Deposit will be released after completion of satisfactory work and submission of certificate thereof.
- 3.5 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- 3.6 Stamp Duty @ 0.35% of the cost of transaction / work order will be paid the SUPPLIER by affixing treasury stamps of equivalent value.

- 3.7 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 3.8 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE CONTRACTOR 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 the site. However, salary /wages /payment /remuneration etc to the manpower/labour/ workforce will be paid borned by THE CONTRACTOR.
- 3.11 IBA will not pay any charges(s) regarding cartage / carriage / transportation / food / wages / accidental etc.

Article IV
ARBITRATION

- 4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA and CEO of the "THE CONTRACTOR" for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article V
TERMINATION

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a notice.

Article VI
INDEMNITY

- 6.1 "THE CONTRACTOR" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE CONTRACTOR", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE CONTRACTOR" which disturbs or damage the



reputation, quality or the standard of services & works provided by "IBA" and any person claiming through the IBA.

Article VII
NOTICE

- 7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article VIII
INTEGRITY PACT

- 8.1 Its intention not to obtain the work of any contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing THE CONTRACTOR represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 8.3 THE CONTRACTOR accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- 8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, contractor agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by THE CONTRACTOR as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article IX
SEVERABILITY

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

Article X
MISCELLANEOUS

- 10.1 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason. Over and above the Work Order if any alteration(s), arise charges will be paid on mutually agreed upon under the clause of Direct Contracting of SPPRA.
- 10.2 That upon termination of this agreement THE CONTRACTOR shall be permitted to remove all its devices and equipment which may have been placed at premises from the time to time
- 10.3 All equipment, ladders / scaffoldings / platforms for any heights, plungers, brushes, application Rollers, buckets etc. will be brought by THE CONTRACTOR as per standard safety regulations.
- 10.4 THE CONTRACTOR will be 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

Interior Civil Work in Accounting Lab at IBA Main Campus 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 Interior Civil Work in Accounting Lab at IBA Main Campus on the basis of approved rates vide tender # CW/14/24-25

11.6 Contract Amendment

The IBA, Karachi may, at any time, by written notice served on the contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all/ any with the percentage as prescribed in Work Order. The contractor shall not execute the change until and unless the IBA, Karachi has allowed the said change, by written order served on the contractor. The change, mutually agreed upon, shall constitute part of the obligations under this Agreement, and the provisions of the Agreement shall apply to the said Change. No variation in or modification in the Agreement shall be made, except by written amendment signed by both the IBA, Karachi and the contractor.

11.7 Assignment/ Sub Contract

The contractor shall not assign or sub-contract its obligations under this Agreement, in whole or impart, except with the IBA, Karachi prior written consent. The contractor shall guarantee that any and all assignees or sub contractor of the Agreement shall, for performance of any

part under the Agreement, comply fully with the terms and conditions of the Agreement applicable to such part of the Agreement

11.8 Liquidated Damages

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

11.9 Blacklisting

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



E-STAMP

CONTINUATION SHEET

Government of Sindh

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

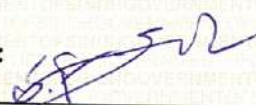
This Agreement shall be governed, construed and interpreted in accordance with the laws of Islamic Republic of Pakistan. The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Agreement.

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

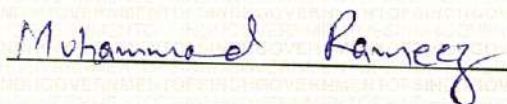
“IBA”

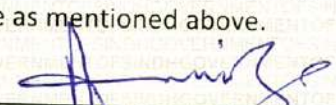
NAME: Dr. Muhammad Asad Ilyas
CNIC # 42301-4497722-9
Address:
Registrar, Institute of Business
Administration Main Campus
University Road, Karachi

WITNESS:

1. 
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Address:
Associate Registrar Resource Optimization
Institute of Business
Administration Main Campus
University Road, Karachi

Focal Person IBA




M/s American Commercial Building
Management Services (Pvt) Ltd
NAME: A.A.Mirza
CNIC # 42201-0359334-9
Address:
B-14 EOBI House Ex Awami
Markaz Shahrah E Faisal
Karachi

2. 
M/s American Commercial
Management Services (Pvt) Ltd
NAME: Babar Hussain
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Markaz Shahrah E Faisal
Karachi

