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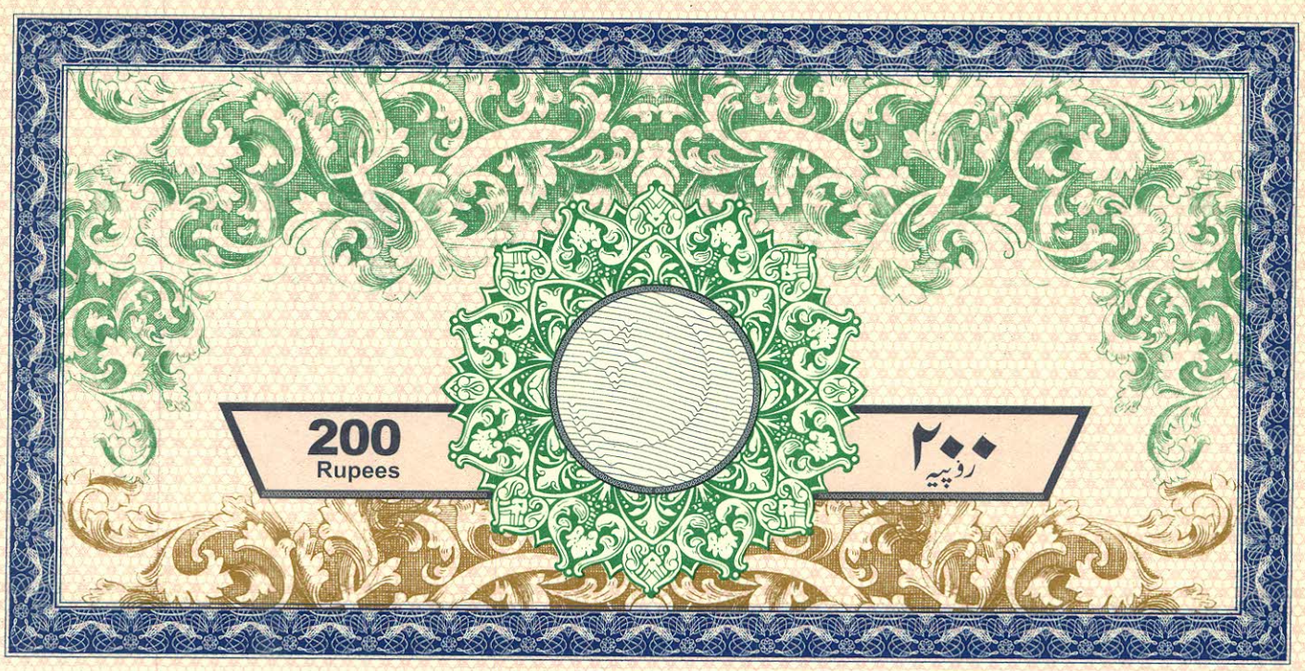

MOHAMMAD UMER STAMP VENDOR
Licence # 14 Shop # 114, New Ruby Centre,
Talpur Road, Boulton Market, Karachi
SR.NO..... DATE.....
ISSUED TO WITH ADDRESS MR. GHULAM HABIB (Advocate)
THROUGH WITH ADDRESS MR. KBA No: 63
PURPOSE.....
VALUE RS. ATTACHED
STAMP VENDOR SIGNATURE
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)
Vendor Not Responsible For Fake Documents

AGREEMENT

MAY 2022 (RUPEES TWO HUNDRED ONLY)

143/22

Plumbing & Repairing Works at NBP Building Washroom
M/s Arszar Engineering & Syndicate
NTN # 5819942-2

THIS AGREEMENT is executed at KARACHI, on this day November 11, 2022.

BETWEEN

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

AND

M/s Arszar Engineering Syndicate, having its **C-2004 Saima Pride Main Rashid Minhas Road Block 10-A, Gulshan-e-Iqbal, Karachi,** hereinafter referred to as "**CONTRACTOR**" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor **Mr. Arshad Wadood**, holding CNIC No. **42201-8856145-1** on the SECOND PART.

WHEREAS "IBA" intends to obtain works vide tender # CW/04/22-23 *"Plumbing & Repairing Works at NBP Building Washroom"* up to the entire satisfaction to the "IBA" who has accepted the offer in a finished form complete in all respect.

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

WITNESSETH

"IBA" hereby offer to appoint "THE CONTRACTOR" as their official for the specific purpose of "Plumbing & Repairing Works at NBP Building Washroom" discussions in respect of the same with "IBA" before the determination of Scope of Plumbing & Repairing Works at NBP Building Washroom. "THE CONTRACTOR" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I
DUTIES & SCOPE OF SUPPLY AND AGREEMENT

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200 Rupees

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MOHAMMAD UMER STAMP VENDOR
Licence # 14 Shop # 114, New Bolty Road
Talpur Road, Boulton Market, Karachi
SR. NO. ..... DATE 143721
ISSUED TO WITH ADDRESS MR. ..... (Advocate)
THROUGH WITH ADDRESS MR. KBA No: 63
PURPOSE .....
VALUE RS. 200/-
STAMP VENDOR SIGNATURE
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)
Vendor Not Responsible For Fake Documents

23 MAY 2022 (RUPEES TWO HUNDRED ONLY)

1.1 This Agreement includes, the "Plumbing & Repairing Works at NBP Building Washroom", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".

1.2 "THE CONTRACTOR" agrees to provide any/all kind of Plumbing & Repairing Works at NBP Building Washroom to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 "THE CONTRACTOR" will coordinate their supply with Head of Procurement, of the "IBA" who will assist "THE CONTRACTOR" in supervision of proposed Plumbing & Repairing Works at NBP Building Washroom.

1.4 "THE CONTRACTOR" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.

1.5 "THE CONTRACTOR" is responsible for the safety of all its activities including protection of the environment on and off the site in accordance to the best international practices.

1.6 All logistic charges will be borne by "THE CONTRACTOR".

Article II
SCOPE OF PROFESSIONAL WORKS

2.1 "THE CONTRACTOR" hereby agree and acknowledge to Plumbing & Repairing Works at NBP Building Washroom in accordance with the Description & Specification.

2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.

2.3 Delivery on or before December 31, 2022.

2.4 All staff must have CNIC and clearly mentioned to discourage supply through child labor.

2.5 "THE CONTRACTOR", will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # CW/04/22-23.

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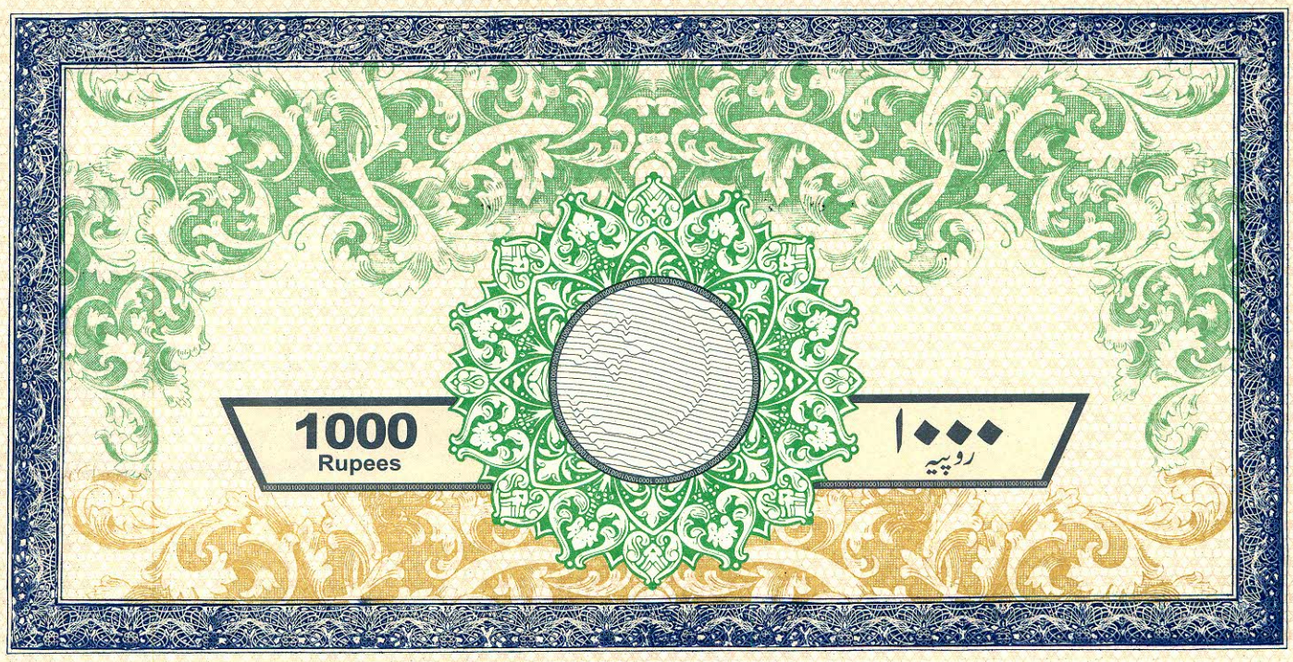

1000 Rupees

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STAMP OFFICE CIVIL COURT, KARACHI
Issued to Daniel Mclin Bury
CNIC 42501-0126142-7
Vide 26 10/6/22
Onbeh 330 10/6/22
for the purpose Hear
Entry No. 26 10/6/22

10 JUN 2022

Article III
REMUNERATION

3.1 The cost offered by THE CONTRACTOR is Rs.674,852.95 (inclusive of all taxes) Plumbing & Repairing Works at NBP Building Washroom vide tender # CW/04/22-23 variation may occurred. The cost is inclusive of labor / transportation / supplies / etc. Details of items are appended below;

S. No.	Description	Unit	Quantity	Rate	Amount
1	**Dismantling Work** Dismantling / cutting / removal of existing block masonry, tiles on floor & walls, plaster on walls & floor including wall chipping & removal of debris outside premises and handing over re-usable material like Camode, flush tank, Wash Basin etc. to Engineer Incharge, complete in all respect as per site requirements.	650	Sft	Rs. 70.00	Rs. 45,500.00
2	**Concrete Block Masonry** Supply and lay, in (1:3:6) machine made solid block masonry straight or curve, as specified, set in cement - sand mortar with raking out joints on both sides, at any level and where masonry abuts columns, it shall be bonded by 10mm diameter wall ties projecting at least '300mm out of the face of the columns, complete in all respect as per drawings and specification. Above plinth, set in (1:6) mortar.				
	a. '125 mm thick (5" thick)	125	Sft	Rs. 191.00	Rs. 23,875.00
	b. '100 mm thick (4" thick)	110	Sft	Rs. 191.00	Rs. 21,010.00
3	**Cement Plastering**				

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1000 Rupees

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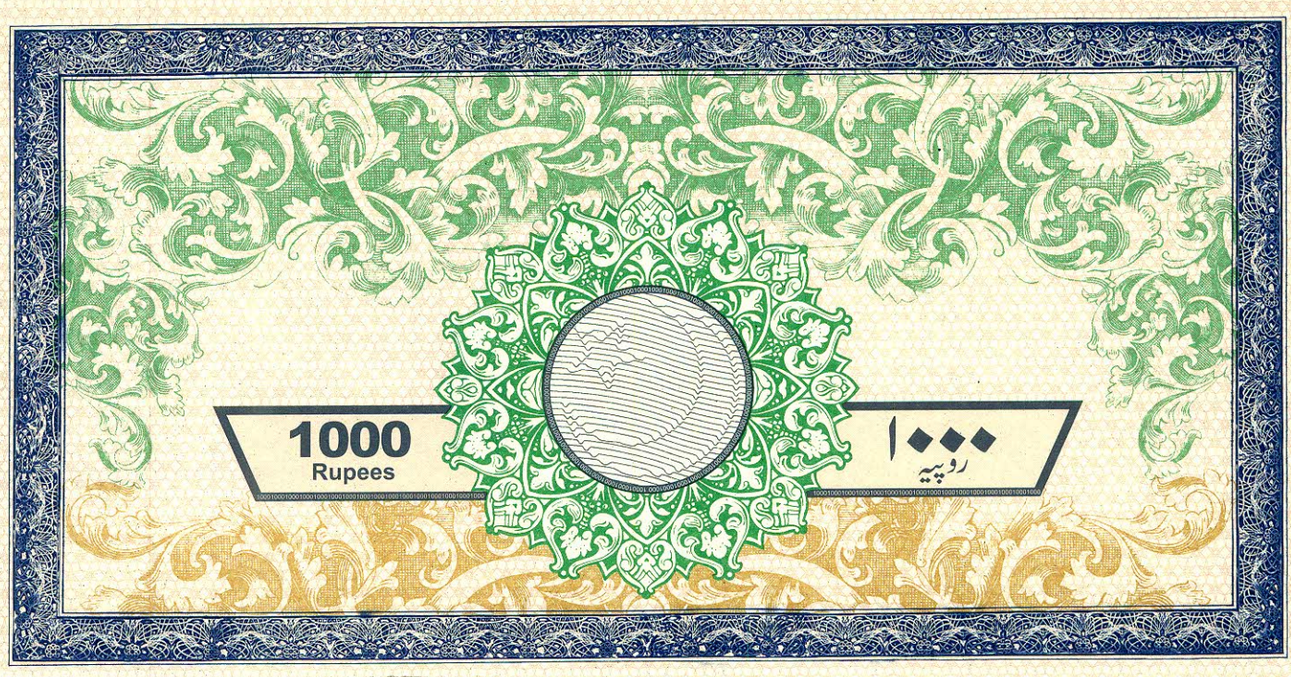

STAMP OFFICE CITY COURT, KARACHI
Issued to Jamil Uddin Buy
CNIC/LEG No. 42501-0126142-7
Vide D.S.R No. 26
On behalf of Chairman 330
For the purpose AGR
Entry No. 26
10/6/22
10/6/22
10/6/22
10 JUN 2022

	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. a. '20 mm thick in (1:4) mortar. To interior surfaces. With grooves for skirting where required)	70	Sft	Rs. 106.00	Rs. 7,420.00
4	**Providing & Fixing of Ceramic Tiles in Washroom Ceramic Tiles** Supply and lay ceramic tiles of Shabbir Brand (Prime Quality) as per sample, sizes (10" x 20") or as desired and colors, set with cement slurry including filling and grouting the joints with matching pigments & bond upto 7 ft. height, complete in all respect as per drawing and as directed by the Engineer. a. On Floor:- With 40mm (2 inch.) thick setting bed in (1:6) mortar. b. On Dado (7ft. High) :- with 20mm thick rough plaster in (1:6)	150 700	Sft Sft	Rs. 268.00 Rs. 268.00	Rs. 40,200.00 Rs. 187,600.00
5	**Plumbing Piping** **Facility Water Distribution PPR Pipes** Supply and lay PPR pipes of Dadex - Ethernet 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 b. '25mm (1") Dia Note: This item includes removal of existing pipe lines	 70 40	 Rft Rft	 Rs. 209.00 Rs. 255.00	 Rs. 14,630.00 Rs. 10,200.00
6	**Facility Sanitary Sewerage Nikasi Pipes** 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. Note: This item includes removal of existing pipe lines	60	Rft	Rs. 417.00	Rs. 25,020.00
7	**Supply and fix Indian type Squatting Pan of local approved quality** Supply and fix Indian type Squatting Pan of Porta in white or coloured of vitreous chine, size shall be 585 x 435 x 300mm with P-Trap 4" dia (Pak Arab) , hung type flushing cistern of local approved quality including all necessary fitting for connection with inlet and outlet pipes, concealed stop cock etc., of Master (Code: 076-CP) complete in all respect as per specifications and as directed by Engineer. Note: This item includes removal of existing Squatting Pan	2	Nos	Rs. 21,120.00	Rs. 42,240.00
8	**Providing and fixing Wash Basin with Pedestal**				

	Supply and fix wash basin of Porta (HDLP-203), in white or coloured with pedestal of vitreous china size of basin shall be 505mm x 515 mm including all internal fitting with connection pipes concealed stop cocks, CP long neck mixer, waste pipe etc., of Master approved by the Engineer, complete in all respect as per drawing and specifications.	3	Nos	Rs. 21,120.00	Rs. 63,360.00
9	**Supply and fix one piece commode of approved quality** Supply and fix one piece toilet Commode of Porta (Code - HD102N) , 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, concealed stop cock etc. of master (Code: 076-CP) complete in all respect as per drawing and specifications.	2	Nos	Rs. 21,120.00	Rs. 42,240.00
10	**Supply, fix Muslim shower complete with PVC flexible pipe, Double Bib Cock** Supply and fix Muslim shower complete with PVC flexible pipe (size:12mm dia), and double Bib Cock of matching knobs, of Master (Code:2015,078-CP), complete in all respect as per drawing and as directed by the Engineer.	1	No	Rs. 6,600.00	Rs. 6,600.00
11	**Providing and fixing Stainless Steel Floor Trap** Supply and fix in position Stainless Steel Floor Trap with 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.	7	Nos	Rs. 1,320.00	Rs. 9,240.00
12	**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, item	2	Nos	Rs. 6,600.00	Rs. 13,200.00

	code - 004)				
13	**Bathroom Accessories** Supply and fix following bathroom accessories in chrome plated of Master approved, complete in all respect as per specification. a. Toilet Paper Holder. b. Soap Dish. c. Looking Mirror	 3 3 3	 Nos Nos Nos	 Rs. 1,320.00 Rs. 1,320.00 Rs. 2,640.00	 Rs. 3,960.00 Rs. 3,960.00 Rs. 7,920.00
14	**Wooden Panel Door** Providing, fabricating & fixing in position in given sizes, semi solid block board door shutter 1-1/2" thick including 1/8" thick commercial ply on both sides, including 1/2" thick deodar wood lipping all around, shutter to be fixed with 16 gauge pressed steel frame & hardware of approved quality/make such as hinges, bolts, latches, Al-drops, handle etc including stainless steel kick & push plates on both sides. Complete in all respect as per specification and as directed by the Engineer Incharge. Note: This item includes the cost of removal of existing doors & cost of filling with cement and slurry ratio of 1:6 and repairing the jambs.	18	Sft	Rs. 1,320.00	Rs. 23,760.00
15	**Removal & Refixing of Existing Wooden Door with G.I Frame** Removing, stacking & refixing of existing doors in position in given sizes, including refixing of G.I frame with necessary hold fasts, filling with cement : sand slurry of ratio 1:6 and repairing the jambs. The cost includes all carriage, tools and plants used for removal and refixing. Complete in all respect as per specification and as directed by the Engineer Incharge.	2	Nos	Rs. 2,640.00	Rs. 5,280.00
Total Amount					Rs. 597,215.00
SST					Rs. 77,637.95
Total Amount with All Taxes					Rs. 674,852.95

List of Approved Items

Description of Items	Unit
OPC Cement (Falcon, Lucky, DG)	Bag
SRC Cement (Falcon, Lucky, DG)	Bag
Sand (Hub, Malir)	Cft.
Crush	Cft.
White Cement	Bag
Amreli Steel with Binding Wire	Kg
Block (6" x 8" x 12")	No.
Block (5" x 8" x 12")	No.
Block (4" x 8" x 12")	No.
Ceramic Tile (Master or Shabbir Grade-1) (10" x 20")	Sqm.
Porcelein Tile (Master or Shabbir Grade-1) (2' x 2')	Sqm.
Tile Grout Shabbir	Kg
Tile Bond Shabbir	Kg
Kitchen Counter top 20 mm tippy, boticina, verona	Sft
Boticina Marble for counter top.	Sq.m
Chine Verona Marble for counter top including bullnosing half round.	Sq.m
Mosaic Tiles.(White Cement) 300 x 300	No.
25 mm Pipe PPR (Dadex Ethernet)	Length
32 mm Pipe PPR (Dadex Ethernet)	Length
25mm Tees, bends, Brass elbows,Simple elbow ,unions, plugs, Reducers , Bridge Bend etc	No.
32 mm Tees, bends, Brass elbows,Simple elbow ,unions, plugs, Reducers , Bridge Bend etc	No.
Gate Valve	No.
6" UPVC pipes of Pak Arab/ Steelex (SDR-41)	Length
P-Trap 6"	No.
6" Elbow 90	No.
6" Elbow 45	No.
6" Simple Tee	No.
6" Plug Tee	No.
Yee 6"	No.
6" Socket	No.
6" Vent Cowl	No.
4" UPVC pipes of Pak Arab/ Steelex (SDR-41)	Length
P-Trap 4"	No.
4" Elbow 90	No.
4" Elbow 45	No.
4" Simple Tee	No.

4" Plug Tee	No.	
Yee 4"	No.	
4" Socket	No.	
4" Vent Cowl	No.	
3" UPVC pipes of Pak Arab/ Steelex (SDR-41)	Length	
P-Trap 3"	No.	
3" Elbow 90	No.	
3" Elbow 45	No.	
3" Simple Tee	No.	
3" Plug Tee	No.	
Yee 3"	No.	
3" Socket	No.	
3" Vent Cowl	No.	
Solution EZ Weld Clear	Kg	

Stainless steel sink single bowl with drain board (China Quality)	No.	
Wall sink mixer (Cast Neck - 020-CP) of Master	No.	
Brass waste sink with C.P. brass chain	No.	
Rubber plug waste pipe, brackets for support	No.	
Indian type WC of Porta 585 x 435 x 300mm (Medium)	No.	
Hung type flushing tank Porta with inlet & outlet pipe	No.	
Concealed Stop Cock 12mm dia (Master)	No.	
Wash basin with Pedestal of Porta (505mm x 515 mm) (HDLP-203)	No.	
CP long neck mixer (Master)	No.	
Connection Pipes, Waste Pipe	No.	
One piece Commode of Porta (Code - HD102N) 741 x 438 x 637 mm	No.	
Connection pipes for commode	No.	
Muslim shower complete with PVC flexible pipe (size:12mm dia) (Master)	No.	
Double Bib Cock of matching knobs, of Master (Code:2015, 078-CP)	No.	
4" Stainless Steel Floor Trap with top tile & strainer of Master,Dadex	No.	
3" Stainless Steel Floor Trap with top tile & strainer of Master,Dadex	No.	
Master Chrome plated Bib Cocks / Stop, Cocks 12 mm dia	No.	
Bathroom accessories in chrome Plated (Toilet Paper, Soap Dish, Looking Mirror) (Master)	No.	

Solid flush door 1½" thick with commercial ply 5mm thick including all accessories of Khas Brand	Sft	
G.I Frame 16 guage	Rft	
Kitchen Cabinets 20 mm MDF Lasani Floor Mounted	Sft	
Kitchen Cabinets 20 mm MDF Lasani Wall Mounted	Sft	
4mm thick window Glass with fixing	Sft	
Garden Tiles (12" x 12")	Sft	
M.S Hinged Door single /double leaf.	Kg	
Door Stopper. (Khas)	No.	
S.S. Handle. (Khas)	No.	
S.S. Tower Bolt 8" long.	No.	
Double action hinges. (Khas)	No.	
Normal Hinges. (S.S) (Khas)	No.	
Normal Lock. (Khas)	No.	
Door Closer. (Khas)	No.	
Dead Lock (Kale 157F)	No.	

3.1 Liquidity damages 2% of the total amount will be imposed per month if THE CONTRACTOR failed to complete the work as per standard or in accordance to the supply. Work will be deemed complete in finished form as per specification with satisfactory note.

3.2 Before submission of invoice, CONTRACTOR must arrange the final inspection of complete Building Rehabilitation Faculty Office Partition Work at NBP Building.

3.3 Payment will be made after completion of work and submission of invoice.

3.4 Performance Security 5% of total amount of Work Order will be provided by the party.

3.5 Stamp Duty @ 0.35% of the cost of transaction / purchase order will be deposited in Government treasury by THE CONTRACTOR. This paid Stamp papers challan would be submitted along with the Bill / Invoice.

3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by CONTRACTOR as per SRO/Notification.

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 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 30 day's 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 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 The intention not to obtain the procurement 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 M/s Arszar Engineering Syndicate, 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 M/s Arszar Engineering Syndicate, 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, M/s Arszar Engineering Syndicate, 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 M/s Arszar Engineering Syndicate, as aforesaid for the purpose of obtaining or inducing procurement 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 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the supply in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.

10.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

10.3 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.

10.4 The validity of the contract will be effective from the date of issue of Work Order.

10.5 All terms and conditions of tender vide # CW/04/22-23 will be the integral part of this agreement and can't be revoked.

Article XI
FORCE MAJURE

11.1 THE CONTRACTOR 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 CONTRACTOR 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 of disclose the same to any person other than a person employed by the Agreement or in the performance of the Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

12.3 **Standards**

Plumbing & Repairing Works at NBP Building Washroom 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 Plumbing & Repairing Works at NBP Building Washroom on the basis of approved rates vide tender # CW/04/22-23.

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 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 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

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 all owed 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 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.

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 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 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.

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 **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.

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
Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

"IBA"
NAME: Dr. M. Asad Ilyas
CNIC # _____

Address:
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M/s Arszar Engineering Syndicate
NAME: Arshad Wadood
CNIC # 42201-8856145-1

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WITNESS:

1._____
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CNIC # 42201-9125136-3

Address:
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2._____
M/s Arszar Engineering Syndicate
NAME: Muhammad Ahmar Wadood

CNIC # 42201-6853333-5

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Focal Person IBA

Kazi Muhammad Mazharuddin