

NBP-0048-2407100004962710

GoS-KHI-DAC909D09EDBBFFC

Non-Judicial

Description : Contract - 15(a)

Principal : Institute of business administration karachi [27024407]

Contractor : Creative Contractors [42178746] Applicant : Fahad ibad [42201-0337321-3] Stamp Duty Paid by : Creative Contractors [42178746] Issue Date : 10-Jul-2024, 03:26:22 PM

Paid Through Challan : 2024CA9666C1473C

Amount in Words : Thirty Thousand Nine Hundred and Eight Rupees Only

Please Write Below This Line

AGREEMENT Renovation of Ground Floor NBP Building at Main Campus

Rs 30,908/-

THIS AGREMENT is executed at KARACHI, on this day of July 03, 2024.

BETWEEN

ute of Business Administration, Karachi through its Registrar, located at Main mpus, University Enclave, Karachi, hereinafter called and referred to as "IBA" (which o include its legal erever the context so permits, be executors, successors and assigns).

M/s Creative Contractors, having its officeral ST-59, RESC Employees Society Scheme

wherever the context so permits be

Renovation of Ground Floor NBP Exhibiting at Main Computs vide Tender #20W156233214



AGREEMENT Renovation of Ground Floor NBP Building at Main Campus

THIS AGREMENT is executed at KARACHI, on this day of July 03, 2024.

BETWEEN

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

AND

M/s Creative Contractors, having its office at ST-59, KESC Employees Society, Scheme 33, Near Rim Jhim Tower, 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. Fahad Ibad,, holding CNIC No. 42201-0337321-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain works vide tender # CW/16/23-24 "Renovation of Ground Floor NBP Building at 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:

WITNESSETH

"IBA" hereby offer to appoint "THE CONTRACTOR" as their official for the specific purpose of "Renovation of Ground Floor NBP Building at Main Campus" discussions in respect of the same with "IBA" before the determination of Scope of Construction of Renovation of Ground Floor NBP Building at 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/16/23-24 would be integral part of this agreement.

Article I DUTIES & SCOPE OF WORK & AGREEMENT

- 1.1 This Agreement includes, the "services & works", discussions with "IBA" as per determination of scope of services, schedule of work & timeline to suitable scale with any/all other relevant details to "IBA".
- 1.2 "THE CONTRACTOR" agrees to provide any/all kind of services related to execution of work/job to "IBA" whenever and wherever is required as per the terms & conditions of this Agreement.

- 1.3 "THE CONTRACTOR" will coordinate for required assigned works/jobs/project with Project Dept. and Head of Procurement, of the "IBA" who will advise "THE CONTRACTOR" in supervision of proposed works/jobs related.
- 1.4 "THE CONTRACTOR" is bound to provide items including machineries, equipment, goods material, gadget and manpower according to the Work Order.
- 1.5 It will be responsibility of THE CONTRACTOR to remove debris /sludge /garbage / waste material/left over material, machineries, equipment and manpower from the site at their own cost after completion of works/jobs/project. However, Clearance Note / Certificate will be required from Sr. Manager Contracts (Project).
- 1.6 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.
- 1.7 Renovation of Ground Floor NBP Building at Main Campus, as assigned in accordance to the tender vide # CW/16/23-24.
- 1.8 Entry & Endorsement in Measurement Book for all jobs done is mandatory. The Measurement Book is to be countersigned by Maintenance Supervisor on each occurrence / daily basis.
- 1.9 THE CONTRACTOR will require to obtain Entry Pass of their employee / labour / manpower etc from IBA, Security Office.
- 1.10 Any alteration/deletion/addition will only be consider if provided in writing by Maintenance Dept. No verbal instruction(s) / order(s) will consider valid.
- 1.11 THE CONTRACTOR must adopt Environmental Friendly procedure and avoid the use of Toxic material used in printing works.
- 1.12 THE CONTRACTOR is responsible for the safety of all its activities including protection of the life & environment on and off the site. IBA is no smoking zone. IBA will not be responsible for any mishap.
- 1.13 Life Insurance / Security of worker will be the responsibility of contractor.

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/16/23-24.
- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the IBA officials as & when required.
- 2.3 All staff must have CNIC and clearly mentioned to discourage work through child labor.

- 2.4 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 October 2, 2024.

Article III REMUNERATION

3.1 The cost offered by THE CONTRACTOR is Rs. 8,830,700.00 (inclusive of all taxes) vide tender # CW/16/23-24. The cost is inclusive of labor / transportation / supplies / etc. The breakup is appended below:

S. #	Items	Unit	Qty	Rate	Amount
	IL WORK LE RATE ITEMS BASED ON CSR (SINDH) 2012				
1	Hollow Block Masonry			AND A DOCUMENT OF STORM OF STO	AND OF STREET STREET,
	Precast cement concrete hollow blocks (1:2:4) including cost of templates and constructing walls there of. (Refer Item No. 10 Page No. 17 Chapter No. 4)	P.Cft	337.61	126.81	42,812.32
2	<u>Plaster</u>				
A	Internal Plaster				
	Cement plaster 1:6 upto 12' upto 20 ft height. 'Refer Item No. 13 Page No. 47	%Sft	675.22	2,206.60	14,899.40
3	b) 1/2" Thick Floor Tile				
THE SHAPE	Laying floor of approved with glazed tiles 1/4"				
	thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete, Refer Item No. 24 Page No. 43 Chapter No. 8	%Sft	3,328.00	27,678.86	921,152.46
4	Dado Skirting				
	Laying glazed tiles 1/4" thick dado of approved color & size jointing in white cement and laid over 1:2 cement sand mortor 3/4" thick including grouting with matching color and finishing. Refer Item No. 38 Page No. 45 Chapter No. 8	%Sft	255.56	28,299.30	72,321.69
6	Doors Shutters				
221003010	Wooden Door				

	Providing and fixing in position doors,				
	windows and ventilators of first class deodar				
	wood frames, and 1-1/2" thick Teak wood ply	co	05.00	4 245 25	
	shutters of first class deodar wood skeleton	Sft	96.00	1,245.96	119,612.16
	(Solid) styles and rails core of partal wood and				
	Teak ply wood (3 ply) on both 54 sides				
	including hold fasts, hinges, iron tower bolts,				
	handles and cleats with cord etc, complete				
	Refer Item No. 51 Page No. 51 Chapter No. 10				
7	Aluminum Windows	i i	110000		
	Supplying & fixing in position				
	Aluminum channels framing for sliding				
	windows & ventilators of made with 5				
		000			
	mm thick tinted glass glazing (Belgium)	Sft	116.70	1,647.98	192,319.27
	etc. Complete.				
	b) Deluxe model (Bronze)				
8	Refer Item No. 84 Page No. 108 Chapter No. 18 Paint	3			
	Internal Wall				
	Preparing the surface and painting with matt				
	finish I/c rubbing the surface with Bathy (silicor	1			
	carbide rubbing brick) filling the voids with	%Sft	2,695.25	3,444.38	92,834.65
	zink /chalk / plaster of paris mixture,				
55.15	applying first coat premix, making the				
	surface smooth and then painting 3 coats				
	with matt finish of approved make etc:				
	complete . Refer Item No. 36-A Page no. 55				
9	Paint on Wooden Surface				
	preparing surface and painting of doors and				The state of
	windows any type (including edges).				
i)	Priming coat	% Sft	192.00	862.95	1,656.86
ii)	Each subsequent coat of paint	% Sft	192.00	626.73	1,203.32
	TOTAL AMOUNT OF SCHEDULE BASED IT	EMS (A)			1,458,812.14
- S- III	Contractor's Premium				408,467.40
Edition Section	Total Amount with Premium in Rs.				1,867,279.54
<u>B</u>	ADDENDUM & CORRIGENDUM NO. 2 (SCH.				
	OF RATES (MATERIALS), VOL-III, PART-III,				
1	6TH EDITION-2011 PUBLICATION No. 48				
	Cement Condings Booth of				
	Cement Ordinary Portland	Bag	75	325.00	24,375.00
2	Wood (Dood of 1 to 5)				
TOTAL A	Wood (Deodar) 1st Class MOUNT OF ADDENDUM & CORRIGENDUM (CIVIL	P. Cft	12	5,500.00	66,000.00
IUIAL A	WORKS) (B)				90,375.00
C)NON-	SHEDULE RATE ITEMS (BASED ON	E REST			
	LING MARKET RATE)				
1	Dismantling				
Α	Wall				
	Dismantling / cutting / removal of existing				
	block masonry, plaster on walls including	Sft	2,002.12	22.00	44,046.64
	wall chipping & removal of debris outside				
	premises and handing over re-usable				
R. P. P.	material like Camode, flush tank, Wash Basin				
	etc. to Engineer Incharge, complete in all				
The state of the s	respect as per site requirements.				
	Floor				
	Dismantling / cutting / removal of existing tiles				
	on floor & floor chipping & removal of debris	Sft	2746.46	18.00	40 436 30
	outside premises and handing over re-	Sit	2740.40	10.00	49,436.28
	usable material like Camode, flush tank,				
	A CONTRACTOR OF THE PARTY OF TH		and the second s	AND DESCRIPTION OF THE PERSON NAMED IN COLUMN 1	AND ADDRESS OF THE OWNER, THE PARTY OF THE P

Wash Basin etc. to Engineer Incharge, complete in all respect as per site requirements 2 Cement Board partition Providing & fixing 100 mm thk Cement board partition of Envircete Brand - constructed using Aluminium metal stud as framework @ 610mm c/c and fixed with two layers of 12.5mm tapered edge Cement board Sheet on each side of the aluminium Framework, using dry wall screws, jointed and finished with requisite filler, paper tape, finisher and primer suitable for Cement boards. Partition to have glass wool insulation of density 48 kg/cum wrapped neatly in bags as per approval. The outer skin shall be finished with 2/3 coats of arryice emulsion paint with approved primer, all as per approval. All components to be of Envircete Brand. 3 External Plaster (Color-Crete) Colour-creting 1/4" (6.4 mm) thick 1:1:2 (1 white cement mixed with gigment, 1 marble powder and 2 marble chips zero No.) in required shade including dragging the surface with wire brushes complete with curing etc. over a base of 3/4" (19 mm) thick cement plaster 1:3 in plinth, mezzanine and ground floor Including the cost of base course as directed complete but excluding the cost of growes or joints if provided. 4 Full Glazed Partition Supply, fabrication and erect in final position of internal glass partition wall, frames made by D-48, Champagne anodized aluminium section manufactured by Lucky, Prime, Chawla, Krudson and Pakistan Cables, with 12mm ultra clear single tempered glass, frosted paper including U-channels and all relevant imported hardware and all necessary arrangement to furnishing and installation complete in all respect as per drawing and as directed by the Engineer. 5 Glass Door Providing, fabricating, and fixing in position glass door openable Single paneled with 12mm thick tempered glass with safety film gasket, forsted paper, locks, handle, sealant, and all accessories including floor mounted hinge of new star or equivalent, complete in all respect as per inchange and partition of the Engineer. 6 Gypsum Rales Celling						
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using dry wall screws, jointed and finished with requisite filler, paper tape, finisher and primer suitable for Cement boards. Partition to have glass wool insulation of density 48 kg/cum wrapped neatly in bags as per approval. The outer skin shall be finished with 2/3 coats of acrylic emulsion paint with approved primer, all as per approval. All components to be of Envicrete Brand. 3 External Plaster (Color-Crete) Colour-creting 1/4" (6.4 mm) thick 1:1:2 (1 white cement mixed with pigment, 1 marble powder and 2 marble chips zero No.) in required shade including dragging the surface with wire brushes complete with curing etc. over a base of 3/4" (19 mm) thick cement plaster 1:3 in plinth, mezzanine and ground floor Including the cost of base course as directed complete but excluding the cost of grooves or joints if provided. 4 Full Glazed Partition Supply, fabrication and erect in final position of internal glass partition wall, frames made by D-48, Champagne anodized aluminium section manufactured by Lucky, Prime, Chawla, Krudson and Pakistan Cables, with 12mm ultra clear single tempered glass, frosted paper including U-channels and all relevant imported hardware and all necessary arrangement to furnishing and installation complete in all respect as per drawing and as directed by the fingineer. 5 Glass Door Providing, fabricating, and fixing in position glass door openable Single paneled with 12mm thick tempered glass with safety flim gasket, frosted paper, locks, handle, sealant, and all accessories including floor mounted hinge of new star or eqivalent, complete in all respect as per instruction of the Engineer.						
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Krudson and Pakistan Cables, with 12mm ultra clear single tempered glass, frosted paper including U-channels and all relevant imported hardware and all necessary arrangement to furnishing and installation complete in all respect as per drawing and as directed by the Engineer. 5 Glass Door Providing, fabricating, and fixing in position glass door openable Single paneled with 12mm thick tempered glass with safety film gasket, frosted paper, locks, handle, sealant, and all accessories including floor mounted hinge of new star or eqivalent, complete in all respect as per instruction of the Engineer.						
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thick tempered glass with safety film gasket, frosted paper, locks, handle, sealant, and all accessories including floor mounted hinge of new star or eqivalent, complete in all respect as per instruction of the Engineer.						
frosted paper, locks, handle, sealant, and all accessories including floor mounted hinge of new star or eqivalent, complete in all respect as per instruction of the Engineer.			Sft	91	1,600.00	145,600.00
accessories including floor mounted hinge of new star or eqivalent, complete in all respect as per instruction of the Engineer.						
new star or eqivalent, complete in all respect as per instruction of the Engineer.						
per instruction of the Engineer.						
the Engineer.						
6 Gypsum False Ceiling		the Engineer.				
	6	Gypsum False Ceiling				

drawing and specifications. TOTAL AMOUNT OF NON-SCHEDULE	BASED IT	EMS C		1,770,774.42
upply and lay pvc laminated Gypsum ceiling tiles of DFB of square edge, size 600 x 600 x 9mm thick in approved surface designs and textures, laid into a exposed 170 Sft T-Bar metal system frame work suspended from the structural ceiling, complete in all respect as per	Sft	3,300.00	130.00	429,000.00

NON-SHEDULE RATE ITEMS (BASED ON PREVAILING MARKET RATE) 1	(D) PLI	JMBING WORKS	THE PERSON NAMED IN	STREET, STREET, ST	KIND OF THE	gan en arbital de
Supply and lay UPVC pipes of Pak Arab/ Steelex (SDR-41), Nikasi for soil, waste and vent system including specials such as P- Trap, 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) 3" Dia Rft 25.00 230.00 5,750.00 b) 4" Dia Rft 25.00 295.00 7,375.00 2 Water Distribution PPRC Pipes Supply and lay PPRC pipes of PipePlus, Minhas, III. for hot and cold water distribution at any height system including specials such as tees, bends, elbows, unions, plugs, reducer etc. with heat fusion jointing menthod including cutting holes in masonry or concrete in wall, floor, and slab chiseling wall and floor and mking good the same, complete in all respect as per drawing, specification and as of directed by Engineer-in-Charge. Nominal internal diameter shall be as follows: a) Supply and fix one piece toilet Commode of Porta, in white or coloured with "P or S" trap of virteous china, size shall be 741 x 438 x 637 mm with symphonic flushing mechanism 1.0 No. and seat cover with hydraulic including all internal fittings with connection pipes, Tee stop cock etc. of master (Code: 076-CP) complete in all respect as per drawing and specifications. 4 Supply and fix wash basin of Parta, in white or approved colour with over Counter Wash basin. Supply and fix wash basin of Parta, in white or approved colour with over Counter Wash basin. Supply and fix wash basin of Parta, in white or approved colour with over Counter Wash basin. Supply and fix oper Counter Wash basin.	NON-S	HEDULE RATE ITEMS (BASED ON PREVAILING MA	RKET RATE			
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Supply and fix one piece toilet Commode of Porta, 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 1.0 No. and seat cover with hydraulic including all internal fittings with connection pipes, Tee stop cock etc. of master (Code: 076-CP) complete in all respect as per drawing and specifications. Supply and fix Over Counter Wash basin. Supply and fix wash basin of Parta, in white or approved colour with over Counter Vanity shall be 610mmx500mm including all internal fitting with connection pipes concealed Tee cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineerin-charge, complete in all respect.						
Porta, 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 1.0 No. and seat cover with hydraulic including all internal fittings with connection pipes, Tee stop cock etc. of master (Code: 076-CP) complete in all respect as per drawing and specifications. Supply and fix Over Counter Wash basin. Supply and fix wash basin of Parta, in white or approved colour with over Counter Vanity shall be 610mmx500mm including all internal fitting with connection pipes concealed Tee cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineer-in-charge, complete in all respect. Each 2 47,000.00 94,000.00 94,000.00 54,000.00				and the second		
vitreous china, size shall be 741 x 438 x 637 mm with symphonic flushing mechanism 1.0 No. and seat cover with hydraulic including all internal fittings with connection pipes, Tee stop cock etc. of master (Code: 076-CP) complete in all respect as per drawing and specifications. 4 Supply and fix Over Counter Wash basin. Supply and fix wash basin of Parta, in white or approved colour with over Counter Vanity shall be 610mmx500mm including all internal fitting with connection pipes concealed Tee cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineer- in-charge, complete in all respect.						
with symphonic flushing mechanism 1.0 No. and seat cover with hydraulic including all internal fittings with connection pipes, Tee stop cock etc. of master (Code: 076-CP) complete in all respect as per drawing and specifications. 4 Supply and fix Over Counter Wash basin. Supply and fix wash basin of Parta, in white or approved colour with over Counter Vanity shall be 610mmx500mm including all internal fitting with connection pipes concealed Tee cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineerin-charge, complete in all respect.			Fools	2	47,000,00	
seat cover with hydraulic including all internal fittings with connection pipes, Tee stop cock etc. of master (Code: 076-CP) complete in all respect as per drawing and specifications. 4 Supply and fix Over Counter Wash basin. Supply and fix wash basin of Parta, in white or approved colour with over Counter Vanity shall be 610mmx500mm including all internal fitting with connection pipes concealed Tee cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineerin-charge, complete in all respect.			Each	2	47,000.00	94,000.00
fittings with connection pipes, Tee stop cock etc. of master (Code: 076-CP) complete in all respect as per drawing and specifications. 4 Supply and fix Over Counter Wash basin. Supply and fix wash basin of Parta, in white or approved colour with over Counter Vanity shall be 610mmx500mm including all internal fitting with connection pipes concealed Tee cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineer- in-charge, complete in all respect.		with symphonic flushing mechanism 1.0 No. and		明 与语义是最		
etc. of master (Code: 076-CP) complete in all respect as per drawing and specifications. Supply and fix Over Counter Wash basin. Supply and fix wash basin of Parta, in white or approved colour with over Counter Vanity shall be 610mmx500mm including all internal fitting with connection pipes concealed Tee cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineerin-charge, complete in all respect.		seat cover with hydraulic including all internal				
respect as per drawing and specifications. 4 Supply and fix Over Counter Wash basin. Supply and fix wash basin of Parta, in white or approved colour with over Counter Vanity shall be 610mmx500mm including all internal fitting with connection pipes concealed Tee cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineerin-charge, complete in all respect.		fittings with connection pipes, Tee stop cock		过速是全世		
respect as per drawing and specifications. 4 Supply and fix Over Counter Wash basin. Supply and fix wash basin of Parta, in white or approved colour with over Counter Vanity shall be 610mmx500mm including all internal fitting with connection pipes concealed Tee cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineerin-charge, complete in all respect.		etc. of master (Code: 076-CP) complete in all				
Supply and fix wash basin of Parta, in white or approved colour with over Counter Vanity shall be 610mmx500mm including all internal fitting with connection pipes concealed Tee cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineerin-charge, complete in all respect.						
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approved colour with over Counter Vanity shall be 610mmx500mm including all internal fitting with connection pipes concealed Tee cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineer- in-charge, complete in all respect. Each 2 27,000.00 54,000.00						
shall be 610mmx500mm including all internal fitting with connection pipes concealed Tee cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineerin-charge, complete in all respect.						
fitting with connection pipes concealed Tee cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineer- in-charge, complete in all respect.			Each	2	27,000,00	54 000 00
cocks, Pure Brass Bottle Trap, CP basin mixer, waste pipe etc., of Master brand by Engineer- in-charge, complete in all respect.					27,000.00	34,000.00
waste pipe etc., of Master brand by Engineer- in-charge, complete in all respect.						
in-charge, complete in all respect.						
5 Supply, fix muslim shower complete with PVC		in-charge, complete in all respect.				
	5	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), 1.0 No. complete in all respect as per drawing and as directed by the Engineer.	Each	2.00	9,500.00	19,000.00
6	Providing and fixing Stainless Steel Floor Trap				
	Supply and fix in position Stainless Steel Floor Trap with top tile & strainer of local approved - Nikasi , floor trap shall be connected to a waste stack with bend, complete in all respect as per specification.	Each	4.00	1,000.00	4,000.00

7	Bathroom Accessories.				
	Supply and fix following bathroom accessories in		E POUT TO SE		
	chrome plated of Master, complete in all				
	respect as per specification.				
a)	Toilet Paper Holder	Each	2	5,000.00	10,000.00
8 .	Mirror at Wash Basin Area				
	Provide and install in position mirror in toilet				
	consisting of 6mm thick Belgium mirror, double				
	polished front and rear of approved quality with	Sft	20.00	900.00	18,000.00
	12mm thick commercial ply backing foxed with				
	30x6mm thick Imported (European) SS Clip, fix				
	on wall including wastage, fixing and				
	accessories etc. complete in all respect as per				
	drawing, specifications and as instructed by the				
	engineer				
	TOTAL AMOUNT OF PLUMBING ITEMS (D) (PKR)			216,500.00
SECTIO					
SUPPLY	, INSTALLATION, TESTING & COMMISSIONING WIR	ING ASCCESS	ORIES ETC.		
Make -	Ref. List of approved Manufacturers	100 A 2 A 2 A 2 A 2 A 2 A 2 A 2 A 2 A 2 A			
	Wiring of light circuit from DB to switch, between	TOPA SPUTA SERVICE NAME OF	STEELS AND	NEW MERCHANISMS IN THE	DESCRIPTION FROM SAC
1	switches or first light point / directly controlled	Nos	4	6,200.00	24,800.00
	from DB with single core PVC insulated 2 x 1C - 2.5	1105		0,200.00	24,800.00
	sq.mm + 1 x 2.5 sq.mm wires in 25 mm dia PVC				
	conduit complete in all respect.				
2	Wiring from switch to first light point with 2 x 1C -	N	12.00	1.500.00	20,000,00
-	1.5 sq.mm + 1 x 1.5 sq.mm wires in 25 mm dia	Nos	13.00	1,600.00	20,800.00
	PVC conduit complete in all respect.				
3	Same as above but from point to point.	Nos	63.00	1,600.00	100,800.00
4	Wiring of power circuit from DB to first power	Nos	7.00	9,000.00	63,000.00
	socket with 2 x 1C-4 sq.mm + 1x 4 Sq.mm PVC		7.00	3,000.00	03,000.00
	wires in 25 mm dia PVC conduit complete in all respect. Normal & UPS				
	Wiring of power circuit from outlet to outlet				
5	power socket with 2 x 1C-2.5 sq.mm + 1x 2.5	Nos	170.00	1,900.00	323,000.00
	Sq.mm	NI SAME IN			
	PVC wires in 25 mm dia PVC conduit complete in				
	all respect. Normal & UPS				
6	Wiring of power circuit from DB to AC - Isolator	Nos	4.00	9 500 00	24 000 00
	point and outdoor with 2 x 1C-4 sq.mm + 1x 4	Nos	4.00	8,500.00	34,000.00
	Sq.mm PVC wires in 25 mm dia PVC conduit				
Action 18 (18)	complete in all respect.	200			

	Wiring of power circuit from DB to AC - Isolator				
7	point and outdoor with 4C-6 sq.mm + 6 Sq.mm	Nos	5.00	13,000.00	65,000.00
	PVC wires in 25 mm dia PVC conduit complete in				
	all respect.				
	TOTAL AMOUNT OF NON - SCHEDULED BASED	ITEM (E) (PK	R)	E E E VIVALE I	631,400.00
SECTI	ON-F				
1	LY, INSTALLATION, TESTING & COMMISSIONING SW	IITCHES SOC	KETS OUTLET	•	
	SORIES Make - Ref. List of approved Manufacturers		KEIS, GOILEI		
TIME TO	ARCALLEGISMOSTALISMOSTALISMOSTALISMOSTALISMOSTALISMOSTALISMOSTALISMOSTALISMOSTALISMOSTALISMOSTALISMOSTALISMOST				
1(a)					
Α	2 - Gang . (1-way)	Nos	4.00	900.00	3,600.00
В	4 - Gang . (1-way)	Nos	13.00	1,300.00	16,900.00
1(b)					
Α	13A International Switch socket outlet	Nos	19.00	600.00	11,400.00
В	13A Simplex type - Flat Pin	Nos	170.00	1,000.00	170,000.00
С	13A Duplex type - Flat Pin	Nos	12.00	1,000.00	12,000.00
D	13A Isolator switch for A.C	Nos	6.00	5,000.00	30,000.00
E	3 Phase 32A Isolator switch for Stand Floor A.C	Nos	5.00	8,000.00	40,000.00
1(c)					
	sockets				
Α	3x3 M.S Back Box	Nos	43.00	1,000.00	43,000.00
2	Pull box as per drawing/requirement with M.S				
Α.	powder coated paint (With Cover)				
A B	Technology Box 4"x4"	Nos	36.00	9,000.00	324,000.00
В		Nos	2.00	3,000.00	6,000.00
3450H 121	TOTAL AMOUNT OF NON - SCHEDULED BASED	ITEM (F) (PKF	₹)		656,900.00
	roved Manufacturers				
1	Following LED light fixtures complete in all				
A	repsect. LED 600mmx600mm Panel light - 6500K - min.	Nos	40.00	9,000.00	360,000.00
	36watt	1105	40.00	3,000.00	300,000.00
В	LED Down Light Round Ceiling Type - 6500K - min.12watt	Nos	12.00	1,800.00	21,600.00
С	LED Exit Lights -Battery maintained with 2 hours	Nos	2.00	0.000.00	
	battery	1103	2.00		19 000 00
	backup.			9,000.00	18,000.00
				9,000.00	18,000.00
				9,000.00	18,000.00
2	Following Fans with complete accessories and			9,000.00	18,000.00
2	Following Fans with complete accessories and hanging arrangements etc. complete in all			9,000.00	18,000.00
2 A	Following Fans with complete accessories and hanging arrangements etc. complete in all respect.	Nos	40.00		
	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan	Nos TEM (G) (PKR	40.00	12,500.00	500,000.00
A	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED I		40.00		
A SECTIO	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED I	TEM (G) (PKR		12,500.00	500,000.00
A SECTION SUPPL	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN - H Y, INSTALLATION, TESTING & COMMISSIONING WIR	TEM (G) (PKR		12,500.00	500,000.00
A SECTION SUPPL	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED I	TEM (G) (PKR		12,500.00	500,000.00
A SECTION SUPPL	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN - H Y, INSTALLATION, TESTING & COMMISSIONING WIRESTEIN Make - Ref. List of approved Manufacturers	TEM (G) (PKR		12,500.00	500,000.00
A SECTIC SUPPL ViFi sy	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN - H Y, INSTALLATION, TESTING & COMMISSIONING WIR Stem Make - Ref. List of approved Manufacturers Supply, installation, Testing and Commissioning of	TEM (G) (PKR		12,500.00	500,000.00
A SECTION SUPPL	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN — H Y, INSTALLATION, TESTING & COMMISSIONING WIR stem Make - Ref. List of approved Manufacturers Supply, installation, Testing and Commissioning of following	TEM (G) (PKR		12,500.00	500,000.00
A SECTIC SUPPL ViFi sy	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN — H Y, INSTALLATION, TESTING & COMMISSIONING WIR stem Make - Ref. List of approved Manufacturers Supply, installation, Testing and Commissioning of following including flexible conduits from points to device	TEM (G) (PKR		12,500.00	500,000.00
A SECTION SUPPL WiFi sy	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN A H TOTAL AMOUNT OF NON - SCHEDULED BASED	TEM (G) (PKR		12,500.00	500,000.00
A SECTIC SUPPL ViFi sy	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN A H TOTAL AMOUNT OF NON - SCHEDULED BASED	TEM (G) (PKR		12,500.00	500,000.00
A SECTION SUPPL WiFi sy	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN A H TOTAL AMOUNT OF NON - SCHEDULED BASED	TEM (G) (PKR	SSORIES FOR DA	12,500.00 ATA &	500,000.00
A SECTION SUPPL WiFi sy 1	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN TOTAL AMOUNT OF NON - SCHEDULED BASED	TEM (G) (PKR	SORIES FOR DA	12,500.00 ATA &	500,000.00 899,600.00
A SECTION SUPPL WiFi sy	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN A H Y, INSTALLATION, TESTING & COMMISSIONING WIR Stem Make - Ref. List of approved Manufacturers Supply, installation, Testing and Commissioning of following including flexible conduits from points to device complete in all respects as per drawings / specs. RJ-45 including I/O with face plate (Simplex) accessories complete in all respect. RJ-45 including I/O with face plate (Duplex)	TEM (G) (PKR	SSORIES FOR DA	12,500.00 ATA &	500,000.00
A SECTION SUPPL VIFI SY 1	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN TOTAL AMOUNT OF NON - SCHEDULED BASED	TEM (G) (PKR	SORIES FOR DA	12,500.00 ATA &	500,000.00 899,600.00
A SECTION SUPPL VIFI SY 1 A B	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN A H Y, INSTALLATION, TESTING & COMMISSIONING WIR Stem Make - Ref. List of approved Manufacturers Supply, installation, Testing and Commissioning of following including flexible conduits from points to device complete in all respects as per drawings / specs. RJ-45 including I/O with face plate (Simplex) accessories complete in all respect. RJ-45 including I/O with face plate (Duplex) accessories complete in all respect.	TEM (G) (PKR	117.00 5.00	12,500.00 ATA & 1,000.00 2,000.00	500,000.00 899,600.00 117,000.00
A SECTION SUPPL VIFI SY 1	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN - H Y, INSTALLATION, TESTING & COMMISSIONING WIR Stem Make - Ref. List of approved Manufacturers Supply, installation, Testing and Commissioning of following including flexible conduits from points to device complete in all respects as per drawings / specs. RJ-45 including I/O with face plate (Simplex) accessories complete in all respect. RJ-45 including I/O with face plate (Duplex) accessories complete in all respect. Cat-6 UTP cable in 25mm dia pvc conduit from	TEM (G) (PKR	SORIES FOR DA	12,500.00 ATA &	500,000.00 899,600.00
A SECTION SUPPL WiFi sy 1 A B	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN - H Y, INSTALLATION, TESTING & COMMISSIONING WIR Stem Make - Ref. List of approved Manufacturers Supply, installation, Testing and Commissioning of following including flexible conduits from points to device complete in all respects as per drawings / specs. RJ-45 including I/O with face plate (Simplex) accessories complete in all respect. RJ-45 including I/O with face plate (Duplex) accessories complete in all respect. Cat-6 UTP cable in 25mm dia pvc conduit from each outlet to	TEM (G) (PKR	117.00 5.00	12,500.00 ATA & 1,000.00 2,000.00	500,000.00 899,600.00 117,000.00
A SECTION SUPPL WiFi sy 1 A B	Following Fans with complete accessories and hanging arrangements etc. complete in all respect. 600mmx600mm Ceiling Fan TOTAL AMOUNT OF NON - SCHEDULED BASED IN - H Y, INSTALLATION, TESTING & COMMISSIONING WIR Stem Make - Ref. List of approved Manufacturers Supply, installation, Testing and Commissioning of following including flexible conduits from points to device complete in all respects as per drawings / specs. RJ-45 including I/O with face plate (Simplex) accessories complete in all respect. RJ-45 including I/O with face plate (Duplex) accessories complete in all respect. Cat-6 UTP cable in 25mm dia pvc conduit from	TEM (G) (PKR	117.00 5.00	12,500.00 ATA & 1,000.00 2,000.00	500,000.00 899,600.00 117,000.00

	to existing Data rack.				
E	Cat-6 UTP cable in 25mm dia pvc conduit from each Multimedia Point to existing Data rack.	Nos	5.00	1,550.00	7,750.00
	TOTAL AMOUNT OF NON - SCHEDULED BASED	ITEM (H) (PKF	8)		339,350.00
SECTIO	N – (I)				
SUPPLY	, INSTALLATION, TESTING & COMMISSIONING AIR	CONDITIONIN	NG SYSTEM		
Vlake -	Ref. List of approved Manufacturers				
	Supply, Installation, Testing and				
	Commissioning of Floor Standing Air				
1	Conditioning units, including unloading, lifting,				
	placing and Supply , Installation, Testing &				
	Comissioning of the supporting arrangements				
	for outdoor units in the external area with				
	proper coating of paitns to prevent rusting due				
	enviroment conditions fixing as per site				
	including Gas charging (if required) complete				
	in all respect.				
Α	4.0 TR- Stand Floor Unit	Nos	3.00	430,000.00	1,290,000.00
2	Supply and Installation of Split AC Refrigerant	1100	3.00	430,000.00	1,230,000.00
	Copper Piping & Fittings.				
A	Dia 3/8" & 5/8" (50Feet=1 Coil)	Nos	3.00	12,000.00	36,000.00
3	Following sizes of Core Cutting complete in all respect.				
Α	Core Cutting 4" Dia	Nos	1.00	4,500.00	4,500.00
4	Supply, installation, Testing and commissioning				
	of uPVC including all accessories as per				
^	site condition.				
A B	25mm dia uPVC conduit. 20mm dia uPVC Conduit	Rm	30.00	220.00	6,600.00
	TOTAL AMOUNT OF NON - SCHEDULED BASED I	Rm	25.00	220.00	5,500.00
O AU	TOTAL AMOUNT OF HON - SCHEDOLED BASED	TEIVI (I) (PKK)			1,342,600.00
	Gross Amount of A+B+C+D+E+F+G+H+I withou	it SST (PKR)			7,814,778.96
	Add 13% SRB On Gross Amount (PKF)			
		Manager III			1,015,921.27
	Grand Total (A+B+C+D+E+F+G+H+I) with SS	ST (PKR)			8,830,700.23

LIST OF APPROVED MANUFACTURERS

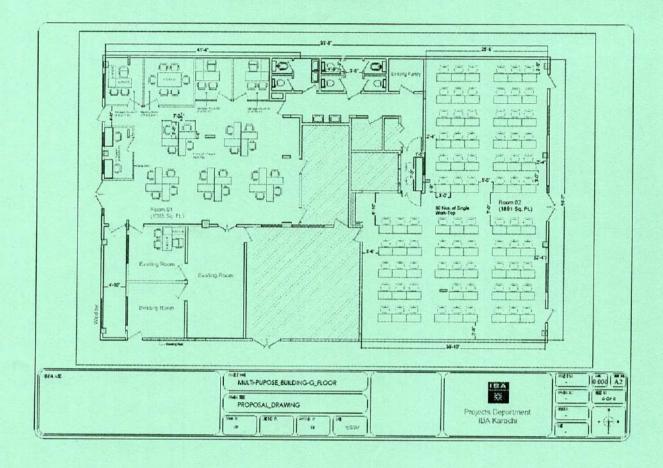
A		ARCHITECTURAL WORKS
S.NO	DESCRIPTUION	APPROVED MANUFACTURERS
1	CEMENT (OPC)	FALCON, LUCKY
	TANKAH PANKE LUST	
2	CEMENT (SR)	FALCON, LUCKY
3	MS BAR DEFORMED G-60	AMRELLI, RAZAQUE, SARHAD, AGHA, MOGHAL
4	FAIR FACED HOLLOW BLOCK	ENVICRETE, BANUMUKHTAR, IZHAR
5	FAIR FACED SOLID BLOCK	ENVICRETE, BANUMUKHTAR, IZHAR
6	ORDINARY LOCAL BLOCK	MACHINE MADE Min.800PSI COMPRESSIVE STRENGTH
7	INTERLOCKING PAVER & KERB	ENVICRETE, BANUMUKHTAR, IZHAR
	医直接对别 医氯磺胺甲甲基磺胺	The second secon

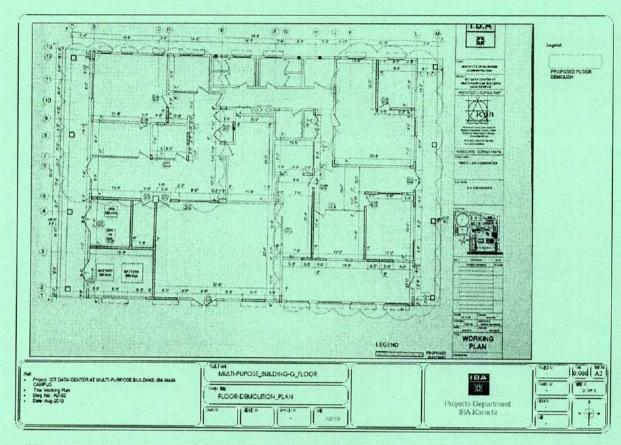
8	MS STRU	CTURAL PIPE	& TUBE			IIL, STEELEX	JAMAL	
9	ALUMINUN	M WINDOWS	SECTION	A CONTRACTOR SALES	PAKISTAN	CABLES, LUC	CKY, KHAS,ALC	OP
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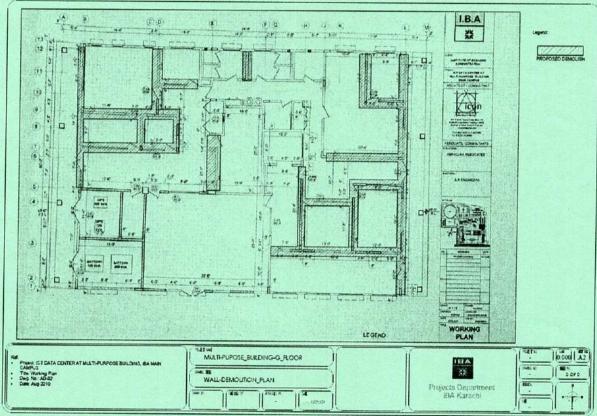
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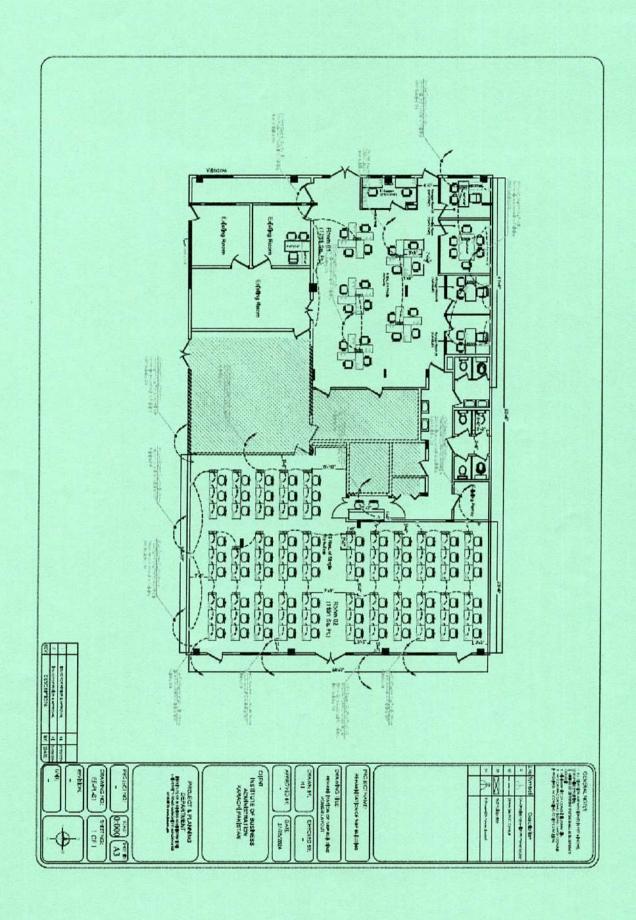
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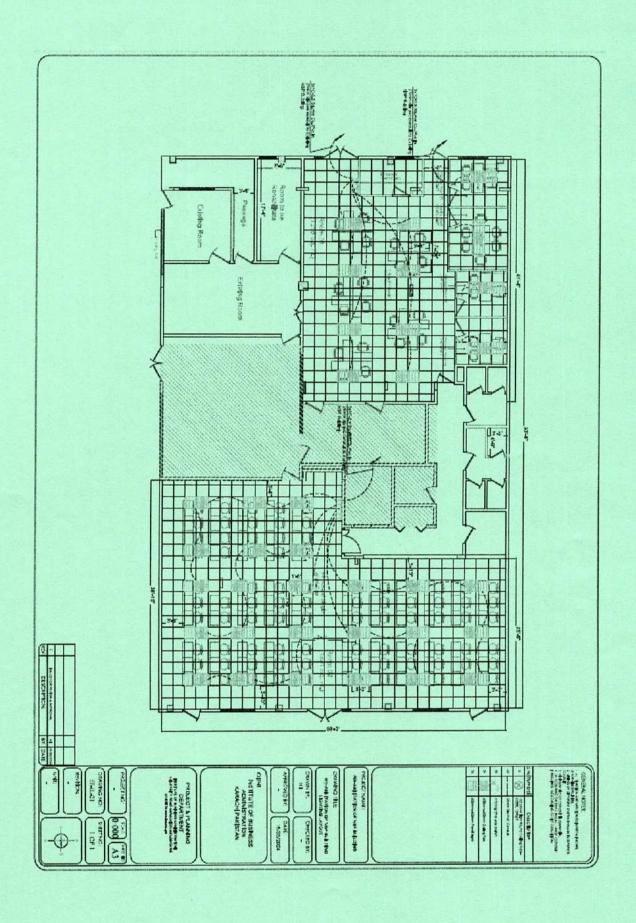
DRAWINGS











- 3.2 This Agreement includes, the "Renovation of Ground Floor NBP Building at 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 M/s Creative Contractors as per SRO/Notification.
- 3.9 A liquidity damages @ 2% per week, of the total agreed payment, of the total cost will be imposed in case of delayed work.
- 3.10 THE CONTRACTOR will provide minimum one supervisor with 4-5 workers at one site. Work start from external area first and complete after completion of external area complete internal area as identified by Maintenance dept. However, salary /wages /payment /remuneration etc to the manpower/labour/workforce will be paid borned by THE CONTRACTOR.
- 3.11 IBA will not pay any charges(s) regarding cartage / carriage / transportation / food / wages / accidental etc.

Article IV ARBITRATION

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

Article V TERMINATION

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

Article VI 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, 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

- 10.1Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason. Over and above the Work Order if any alteration(s), arise charges will be paid on mutually agreed upon under the clause of Direct Contracting of SPPRA.
- 10.2 That upon termination of this agreement THE CONTRACTOR shall be permitted to remove all its devices and equipment which may have been placed at premises from the time to time
- 10.3 All equipment, ladders / scaffoldings / platforms for any heights, plungers, brushes, application Rollers, buckets etc. will be brought by THE CONTRACTOR as per standard safety regulations.
- 10.4 THE CONTRACTOR will responsible for taking all safety measures during working of his staff at any height / surfaces. Proper safety kept / harness will be applied by the CONTRACTOR.
- 10.5 All surfaces where work was carried out required to be cleaned from stains through related equipment / tools / materials etc.
- 10.6 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 10.7 The validity of the contract will be effective from the date of issue of Work Order.
- 10.8 All terms and conditions of Work Order and bidding document will be the integral part of this agreement and can't be revoked.
- 10.9 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.

Article XI GENERAL CONDITIONS OF CONTRACT

11.1 Contract

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

11.2 Contract documents and information

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

11.3 Standards

Renovation of Ground Floor NBP Building at 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 Renovation of Ground Floor NBP Building at Main Campus on the basis of approved rates vide tender # CW/16/23-24

11.6 Contract Amendment

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

11.7 Assignment/ Sub Contract

The contractor shall not assignor sub-contract its obligations under this Agreement, in whole or impart, except with the IBA, Karachi prior written consent. The contractor shall guarantee that any and all assignees or sub contractor of the Agreement shall, for performance of any part under the Agreement, comply fully with the terms and conditions of the Agreement applicable to such part of the Agreement

11.8 Liquidated Damages

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

11.9 Blacklisting

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

11.10 Forfeiture of Performance Security

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

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.

NAME: Dr. MunaManad Asad Ilyas CNIC # 42301-4497723 CNIC # 42301-4497722-9 Accounting & Law Department Address: Former Chairperson Accounting (IBA). Registrar, Institute of Business Administration (IBA).

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KEATIVE CONTRACTOR

WITNESS:

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