

SND-0306-31247911147

GoS-KHI-42E4E4A8728130ED

### Non-Judicial

Rs 20,580/-

Description : Contract - 15(a)

Principal : Institute of Business Administration [27024407]

 Contractor
 : Glaxy Enterprises [42101-1540586-9]

 Applicant
 : Irfan Ahmed Khan [42101-1540586-9]

 Stamp Duty Paid by
 : Glaxy Enterprises [42101-1540586-9]

Issue Date : 18-Sep-2024, 01:14:53 PM Paid Through Challan : 20245D768715535C

Amount in Words : Twenty Thousand Five Hundred and Eighty Rupees Only

Please Write Below This Line

# AGREEMENT Construction of Main Gate No. 1 at IBA Main Campus

THIS AGREMENT is executed at KARACHI, on this day of September 02, 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 Glaxy Enterprises, having its office at A-293, Block-H, North Nazimabad, Karachi, hereinafter referred to as "THE CONTRACTOR" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Irfan Ahmed Khan, holding CNIC No. 42101-1540586-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain works vide tender # CW/01/24-25 "Construction Main Gate No. 1 at IBA Main Campus" up to the entire satisfaction to the "IBA" what accepted the offer in a finished form complete in all respect.

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





### WITNESSETH

"IBA" hereby offer to appoint "THE CONTRACTOR" as their official work executor for the specific purpose of "Works" in respect of the same with "IBA" as per the determination of scope of works/jobs on suitable scale with any/all other relevant details for Construction of Main Gate No. 1 at IBA Main Campus. "THE CONTRACTOR" hereby agree to the offer the "IBA" in acceptance of the terms & conditions here in below forth. However, the terms and conditions of the tender document vide # CW/01/24-25 would be integral part of this agreement.

## Article I DUTIES & SCOPE OF WORK & AGREEMENT

- 1.1 This Agreement includes, the "supply & 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 supply & works 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, equipments, goods material, gadget and manpower according to the Work Order.
- 1.5 It will be responsibility of THE CONTRACTOR to remove debris /sludge /garbage / waste material/left over material, machineries, equipment, and manpower from the site at their own cost after completion of works/jobs/project. However, Clearance Note / Certificate will be required from Sr. Manager 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 Construction of Main Gate No. 1 at IBA Main Campus, as assigned in accordance to the tender vide # CW/01/24-25 .
- 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/01/24-25.
- 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 will be December 10, 2024.

## Article III REMUNERATION

3.1 The cost offered by THE CONTRACTOR is Rs. 5,879,840/- (inclusive of all taxes) vide tender # CW/01/24-25 . The cost is inclusive of labor / transportation / supplies / etc. The breakup is appended below

S. #	Items	Qty	Unit	Rate	Amount
1	DISMENTALING OF DUMMY COLUMNS & BLOCK MASONRY				
	Dismantling cement concrete reinforced separating reinforced cement from concrete cleaning and straightening the same.	CFT	2513.33	229.72	577,362.17
2	EXCAVATION FOR FOUNDATION				
a WTERF	Excavation in foundation of Building Bridges and other structures including dagbelling dressing, refilling around Research	CFT	1968.41	11.88	23,384.71

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	Watering and ramming lead upto 5 ft.				
	, lead upto one chain (30 metre) and				
	lift upto 5 ft. (1.5 metre)				
	BACK FILLING (USING				
4	EXCAVATED/SURPLUS EARTH				
	PRESENT AT SITE)				
	Filling, watering and ramming earth in	CFT	948.00	6.50	6,162.00
	under floors with surplus earth from				
	foundation etc. lead upto one chain				
	and lift upto 5 feet.				
5	Door with Door Frame				
A	Providing and fixing in position, doors,				
	windows and ventilators of				
	2"x2"x1/4" angle iron frames and 1-				
	3/4" thick commercial ply wood (3				
	ply) on both sides, including hold				
	fasts, cleats, iron tower bolts, handles,				
	hinges and one mortice lock.				
i	Door Frame 7"x2"	SFT	14.00	2,995.87	41,942.18
6	MS SECURITY GRILLS	311	14.00	2,333.07	41,342.10
-		CF	04.00		
	Supplying & fixing in position iron/steel grill of 3/4" x 1/4" size flat	Sft	84.00	1,124.10	94,424.40
	iron of approved design including				
	painting 3 coats etc. complete (				
	weight not to be less than 3.7 lbs /sft				
7	of finished grill ) item # 26 , pg 76  ALUMINUM WINDOWS				
7					
1	/VENTILATORS	CG	04.00	2 225 72	202 102 00
	Supplying & fixing in position	Sft	84.00	2,386.73	200,485.32
	Aluminum channels framing for				
	sliding windows & ventilators of made				
	with 5 mm thick tinted glass glazing				
	(Belgium) & Aluminum fly screen I/c				
	handles stoppers & locking				
	arrangement etc. complete Deluxe				
	Model ( white ) Ref. Item No 84 Page				
	No 83				
8	PAINT				
i	CEILING DESTEMPER				
	Distempering three coats page no 52	SFT	375.13	17.23	6,463.40
	item no 24 c				
iii	INTERNAL WALL PAINTING				
	Preparing the surface and painting	SFT	953.70	49.27	46,988.80
	with matt finish I/c rubbing the				
	surface with Bathy (silicon carbide				
	rubbing brick) filling the voids with				
	zink /chalk / plaster of paris mixture,				
	applying first coat premix, making the				
	surface smooth and then painting 3				
	coats with matt finish of approved				
	make etc: complete .(new surface)				
	Item No. 36A pg 54				
iii	EXTERNAL WALL PAINTING				
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	Preparing the surface and painting with weather coat I/c rubbing the surface with rubbing brick / sand Paper, filling the voids with chalk/ plaster of Paris and then painting with weather coat of approved make. Page No 54 Item no 38A		953.70	39.38	37,556.71
iv	PAINT OVER IRON SURFACE				
	Preparing surface and painting guard bars gates, iron bars grating, railings (including standard braces etc) and similar open work. Each Subsequent Coat Item No 5(d-ii) Page No 63	SFT	1728.60	7.12	12,307.63
V	PAINT OVER WOODEN SURFACE				
	Preparing surface and painting doors and windows any type.(including edges) each subsequent coat of paints Ref.: Item no 5-c i, ii Page 63.	SFT	42.00	18.41	773.22
9	LEAN CONCRETE				
	Cement concrete plain including placing compacting, finishing and curing complete (including screining and washing at stone aggregate without shuttering . 1:4:8 Concrete)  Item # 5-I, pg 25				
a	Under Footing	CFT	380.50	348.83	132,729.82
10	REINFORCED CEMENT CONCRETE		300.50	340.03	132,723.82
	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle)				
	NOTE: ALL STRUCTURAL CONCRETE UPTO PLINTH LEVEL SHALL BE WITH SULPHATE RESISTING CEMENT.				
A)	R.C. work in roof slab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects.				
a)	Ratio 1:2: 4 Conc. 90 lbs OPC cement,2 cft Sand 4 Cft stone aggregate				
(1)	Foundation	cft	520.00	717.59	373,146.80
(11)	Column up to P. Level.	cft	80.00	717.59	57,407.20
(111)	Plinth beams with projected nibs etc	cft	220.00	717.59	157,869.80
(iv)	Columns in super structure	Cft	200.00	717.59	143,518.00
(v)	Beams, lintel beams / with projected nibs etc	cft	200.00	717.59	143,518.00
(vi)	Slabs / projection etc	cft	235.00	717.59	168,633.65
			AVIDADAS EMA		

1	1 STEEL REINFORCEMENT				
	Fabrication of deformed steel	Cwt	50.00	10.024.02	
	reinforcement for cement concrete	CWI	30.00	18,934.02	946,701.00
	including cutting, bending, laying in				
	position, making joints and fastening	5			
	including cost of binding wire (also				
	includes removal of rust from bars.)				
	Grade-60, Item # 8-I, pg 26				
1					
a	SOLID SOLID				
i	6 " OR BELOW THICKNESS				
	Providing and laying 1:3:6 Cement	CFT	638.98	493.79	315,521.93
	concrete solid Block masorany wall		000.50	433.73	313,321.93
	above 6" in thickness set in 1:6				
	cement mortar in G.F ground floor				
	superstructure including raking out				
	joints & curing etc, complete (Page				
	No. 27, Item No. 23)				
13					
i)	Internal Plaster				
a)	Cement Plaster 1:4 upto 12' height				
	1/2" thick Plaster (for ceiling and wall)	SFT	953.70	39.83	37,985.87
b)	Cement Plaster 1:6 upto 12' height				
	(Internal)				
	1/2" thick Plaster (for ceiling and wall)	SFT	400.00	37.01	14,804.00
ii)	External Plaster				
a)	Cement Plaster 1:4 upto 12' height				
i)	3/4" thick Plaster (for ceiling and wall)	SFT	953.70	53.82	F1 220 12
14	FLOORING	0.1	333.70	33.82	51,328.13
i)	FLOORING BASE CONC. 1:3:6				
a)	Cement Concrete plain including	CET	100		
-,	placing, compacting, finishing and	CFT	123.79	388.67	48,113.46
	curing complete including screening				
	and washing at stone aggregate with				
	out shuttering. ( Ref. Item No 5 h,				
	Page No16				
	1:3:6 Conc. Plain				
ii)	Glazed Tiles				
C)	Laying floors of approved coloured	SFT	471.13	325.40	153,305.70
	glazed tiles 1/4" thick floor of			320.10	155,505.70
	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.				
15	Item # 25, pg 46 DADO & SKIRTING				
i)	Glazed Tiles				
ii)	Glazed tiles dado 1/4" thick laid in	SFT	106.00	389.36	41,272.16
	pigment over csm 3/4" thick including				
	finishing Item # 24, pg 45				
16	Steel Spiral Stair Case				

Construction of Main Gate No. 1 at IRA Main Campus vide Tonday # Cluves /a a an

	Providing & Erection of 3'-0" dia spiral steel stair case with 4" dia M.s Pipe, 14 guage step plate, Angle iron 1-1/2" x 1", landing on each floor (03 nos). Including painting with 01 coat of Redoxide and 02 coat of enamel paint complete etc.	RFT	15.00	17,887.50	268,312.50
17	Marble on Compound Wall				
	Laying Verona marble flooring Size 24"x12"x1"/12"x12"x1" fine dressed on the surface without winding set in lime mortar 1:2 including rubbing and polishing of the joints. Item # 28-iii B, pg 46	SFT	475.00	381.88	181,393.00
18	FALSE CEILING				
	Providing & fixing false ceiling of thermopile in panels of required design and size including frame work of Aluminum T-section hanged with nail wire to ceiling etc: completed. Item # 43, pg 43	Sft	850.13	216.75	184,265.68
19	MS RAFTER				
	Providing and installing MS Rafter size 10'-0" x 3' comprising of 2"x1/2" 16SWG MS box 4Nos each welded and supported by 2x1/2" MS 16SWG box 4 Nos at eqidistant painting with approved make and shade enamel paint three coats with anticorrosive primer complete as per direction.	Sft	563.30	714.00	402,196.20
20	WINDOW BLIND				
	Supplying & fixing window blinds (Horizontal / vertical ) with plain design and of approved colour i/c fixing in windows with necessary accessories. Item # 70, pg 61	Sft	119.00	461.14	54,875.66
21	SEMI SOLID FLUSH DOOR SHUTTER				
	Providing and fixing in position doors, windows and ventilators of first class deodar wood frames, and 1-3/4" thick commercial ply veneer shutters of first class deodar skeleton (Solid Door) and commercial ply wood (3 ply) on both sides including hold fasts, hinges, iron tower bolts, handles and cleats with cord and one Mortice lock and hooks. Item # 9, pg 57				
a)	3'-0"x7'-0"	SFT	21.00	2,998.14	62,960.94
22	Main Gate				
				L	



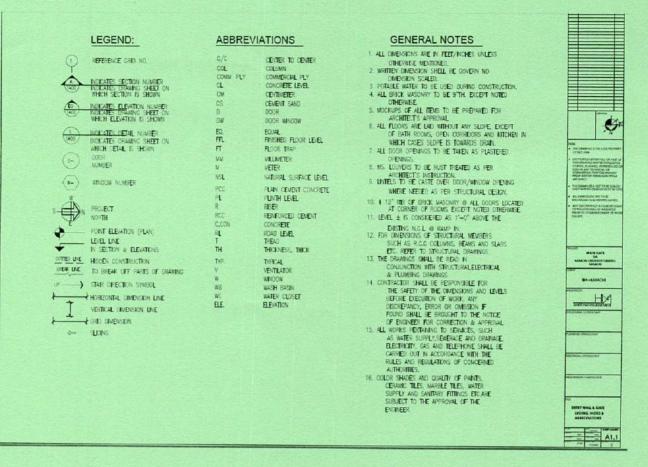
Supplying and fixing special heavy type steel doors for look - ups withn angle iron frame of 2- 1/2" to 2- 1/2" x 3/8" size and shutter of 2" x 2" x 3/8" with 1" diameter M.S bars placed @ 4" center to center with separate locking box having size of 12" x 12" of M. steel sheet embeded in masonry with proper locking arrangement as per approved design including cost of erection of steel gate and fixing in masonry wall in cement concrete 1: 2: 4 etc. complete, Item # 27, pg 76	sft	276.00	4,300.68	1,186,987.68
Total Amount for Schedule i				6,174,697.72
Contractor's Premium/rebate on So				864,457.68
Total Amount with Premium / rel	bate in	Rs. (Section	n – A)	5,310,240.04
				14% Rebate

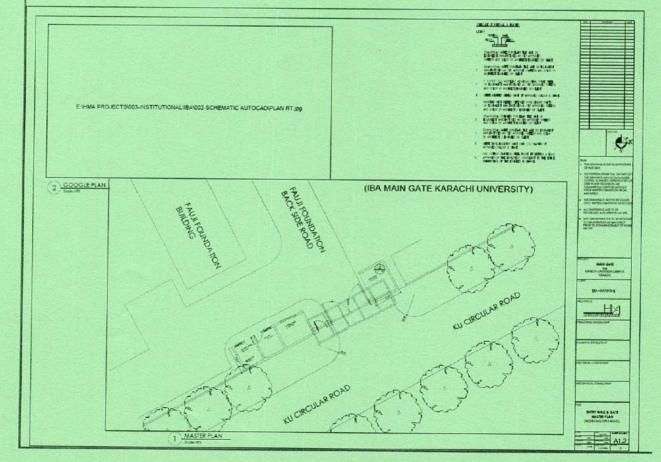
	SECTION - B:				
	Electrical Wiring and Fixtures	Unit	Qty	Rate	Amount
1	Wiring of light circuit from DB to switch, between switches or first light point / directly controlled from DB with single core PVC insulated 2 x 1C - 4 sq.mm + 1 x 4 sq.mm wires in 25 mm dia PVC conduit complete in all respect.	Nos.	10.00	6,900.00	69,000.00
	Wiring from switch to first light point with 2 x 1C - 2.5 sq.mm +1 x 2.5 sq.mm wires in 25 mm dia PVC conduit complete in all respect Wiring from switch to first light point with 2 x 1C - 2.5 sq.mm + 1 x 2.5 sq.mm wires in 25 mm dia PVC conduit complete in all respect	Nos.	17.00	4,800.00	81,600.00
2	Providing, installation, testing & commissioning of LED Down Light Round Ceiling Type - 6500K - min.12watt	Nos.	20.00	2,800.00	56,000.00
3	Providing, installation, testing & commissioning of LED Floor bollard light 12 W - 3000K	Nos.	3.00	5,000.00	15,000.00
4	Providing, installation, testing & commissioning of Inverter Ceiling Fan 56" - max. 50 Watt	Nos.	5.00	12,000.00	60,000.00
5	Providing, installation, testing & commissioning of 1 Ton Split Inverter AC - 12000 BTU	Nos.	2.00	125,000.00	250,000.00
6	Providing, installation, testing & commissioning of Smoke Detectors	Nos.	3.00	4,000.00	12,000.00
7	Providing, installation, testing & commissioning of Manual Call Point	Nos.	1.00	7,000.00	7,000.00
8	Providing, installation, testing & commissioning of Fire Alarm bell / Sounder	Nos.	1.00	8,000.00	8,000.00

9	Wiring of complete Fire Alarm System with 2C-1.5 Sq.mm PVC/XLPE (Fire Resistance Cable- 2 hours fire rating) in 25 mm dia PVC Conduit.	Rm	20.00	250.00	5,000.00
10	RJ-45 including I/O with face plate, back box & accessories complete in all respect.	Nos.	5.00	1,200.00	6,000.00
	<b>Total Amount for Non - Schedule items</b>	(Section	n – B)		569,600.00
	GROSS TOTAL AMOUNT OF (A-	+B)			5,879,840.04
	Add SRB On Gross Total Amount				Including SST
	Grand Total (A+B) With SST				5,879,840.04

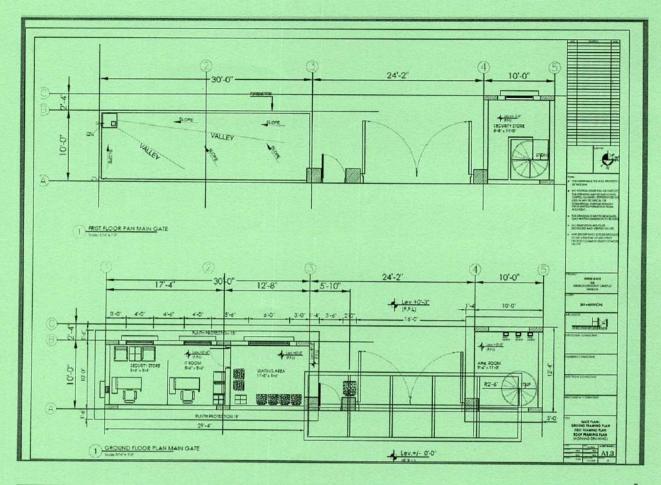
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THE ST	ARCHITECTURAL DRAWINGS	
1	TITLE PAGE	
2	LIST OF DRAWINGS	
3	LEGEND, NOTES & ABBREVIATIONS	A1-1
4	MASTER PLAN	A1-2
5	GATE PLAN-ELEVATION- FRAMING PLAN	A1-3
6	ROOF PLAN & SECTION-3	A1-4
7	FRONT ELEVATION & BACK SID ELEVATION	A1-5
8	GATE PAN & ELEVATION SECTION	A1-6
9	DOOR & WINDOWS ELEVATION SECTION- DETAILS	A1-7
	STRUCTURAL DRAWINGS	
10	STRUCTURAL GENERAL NOTE	S1-1
11	REINFORCEMENT ELEVATION SECTION- DETAILS	S1-2
12	FOOTING & PLINTH BEAMS PLAN	S1-3
13	FIRST FLOOR & ROOF PLAN- REINFORCEMENT DETAILS -SECTION	S1-4
14	ELECTRICAL WORKING LEGEND	E1-1
15	GROUND FLOOR CALLING LIGHTING LAYOUT, AC LAYOUT & POWER LA	YOUT E1-2
16	FIRST FLOOR CALLING LIGHTING LAYOUT POWER LAYOUT	E1-3
17	FRONT ELEVATION FLOOR LIGHTING LAYOUT	E1-4
18	CC TV CAMERA LAYOUT	E1-5
19	FIR ALARM LAYOUT	E1-6

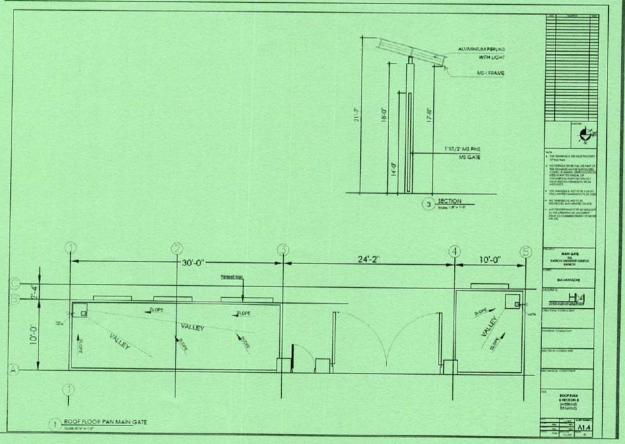




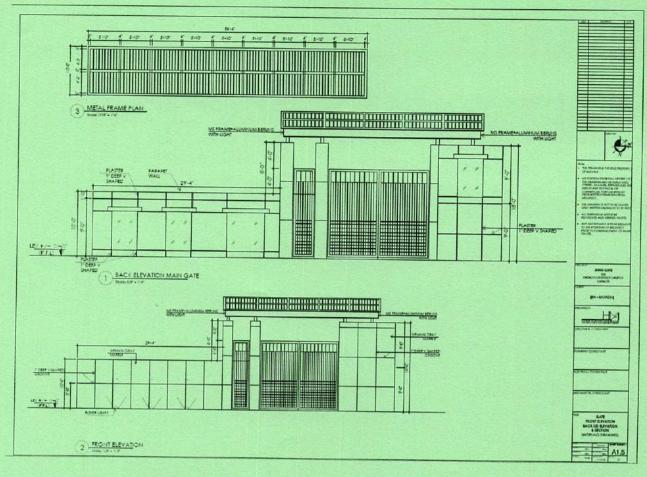


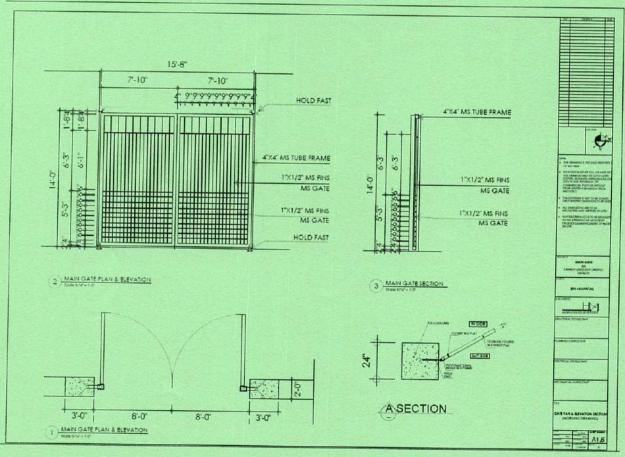




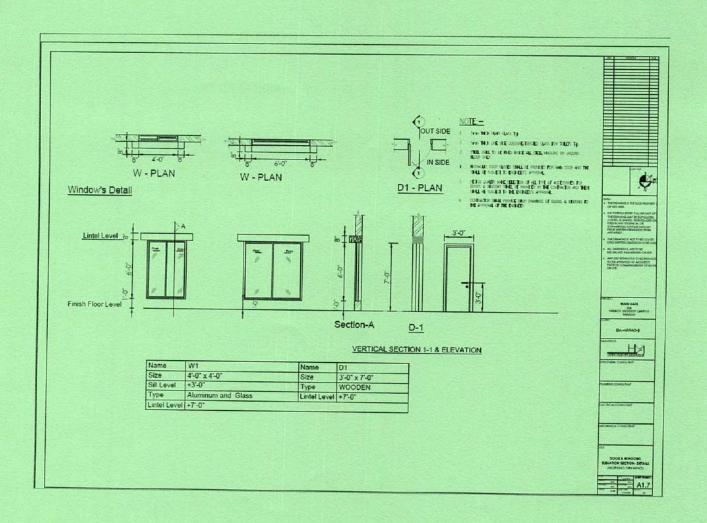












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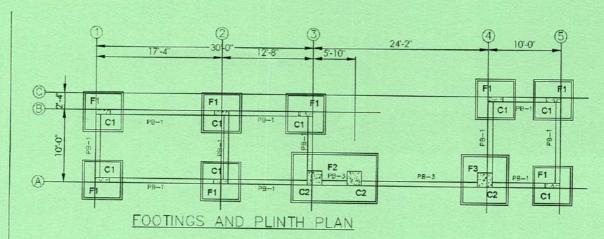
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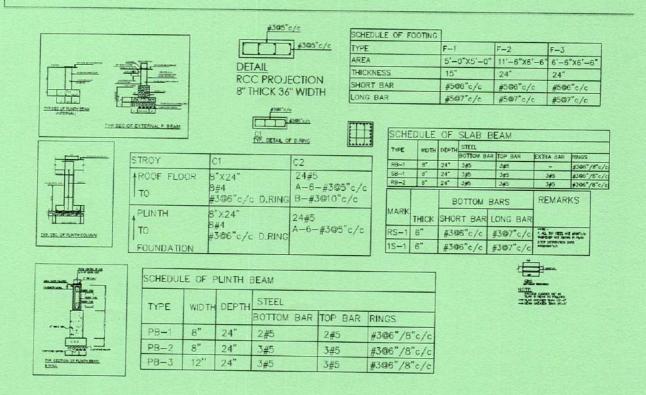
### NOTE:

1—ALL FOOTING TO BE CENTERED ON COLUMNS CENTERS UNLESS SHOWN OTHERWISE ON PLAN.
2—STEEL MESH SIZE FOR ALL FOOTING TO BE 6" LESS THAN ACTUAL FOOTING SIZE
3—MARK # INDICATES TOR STEEL & MARK Ø INDICATES PLAIN MILD STEEL.
4—USE #3@6" C/C RINGS IN ALL COLUMNS, IF NOT SHOWN.
5—ALL COLUMNS DIMENSIONS ARE IN INCHES.
6—fc (CYLINDERICAL) FOR FOUNDATION & COLUMN AT 28 DAYS 3500PSI
7—FOUNDATION DESIGN IS BASED ON SAFE SOIL BEARING CAPACITY OF 1.5 TSF AT 5'—6" DEPTH FROM N.G.L.
8—DO NOT SCALE DRAWINGS. FOLLOW WRITTEN DIMENSIONS.
9—THIS SCHEDULE TO BE READ IN CONJECTION WITH THE FOUNDATION DWG.

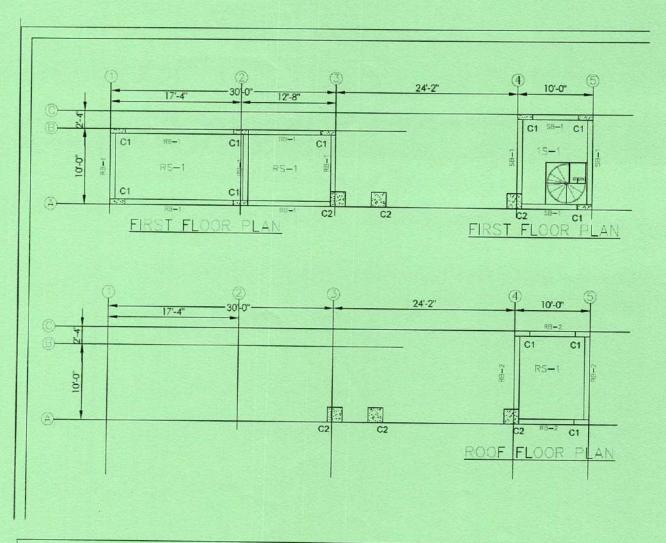
9-THIS SCHEDULE TO BE READ IN CONJECTION WITH THE FOUNDATION DWG.

10-f'c (CYLINDERICAL) FOR FOUNDATION & COLUMN AT 28 DAYS 3500PSI f'c (CYLINDERICAL) FOR BEAMS AT 28 DAYS 3000PSI 11-ALL COLUMNS DIMENSIONS ARE IN INCHES.

12-MARK # INDICATES FOR STEEL & MARK Ø INDICATES PLAIN MILD STEEL.

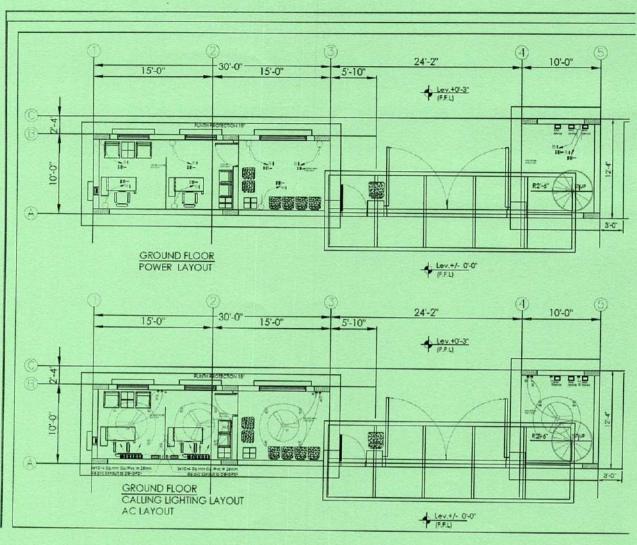


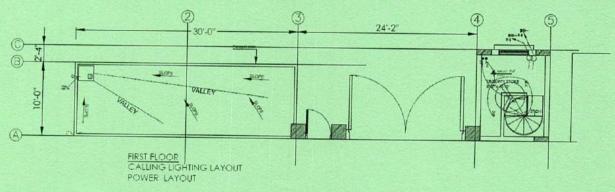


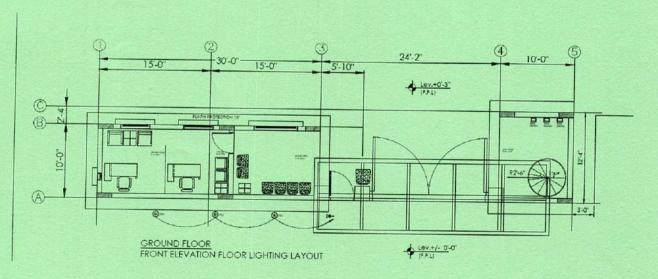


	LEGEND				
SYMBOL	DESCRIPTION	HEIGHT			
0-0	13A INTERNAL SWITCH SOCKET OUTLET COUNTER HEIGHT WATER PROOF	36"Heigth			
-0	-O 13A INTERNAL SWITCH SOCKET OUTLET				
8	CALLING FAN				
0	12/15W LED CEILING LIGHT				
	FLOOR LIGHT				
ACTTON	SPLIT AIR CONDITIONER				
0	20A 3PIN Power Switch Socket Outlet	7'-6" Height			
) Emel	CC TV CAMERA	16' Height			
	GATE LIGHT	10' Height			
	FIRE ALARM	9' Height			

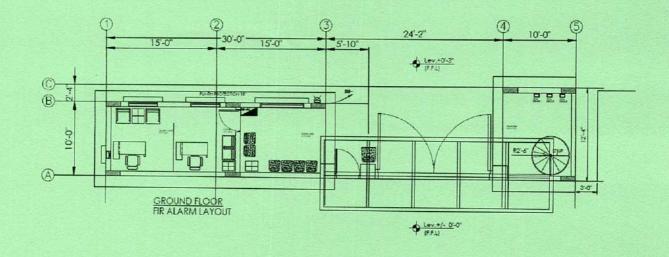


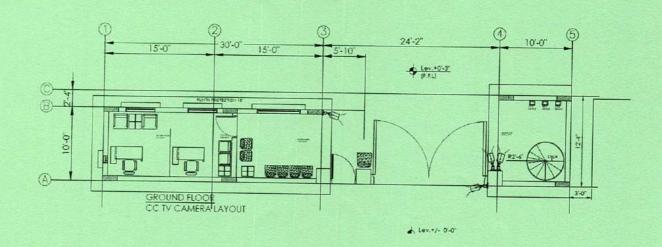












	INSTITUTE OF BUSINESS ADMINISTRATION (IBA ) KARACHI							
	LIST OF APPROVED MANUFACTURERS							
S.NO	DESCRIPTION	APPROVED MANUFACTURERS						
a	ELECTRICAL							
1	PVC CONDUIT	DADEX, GALCO, BETA, PRINCE, JEDDAH OR EQUIVALENT						
2	DUR DUCT PVC	ADAMJEE, DURA, HUSSAIN & CO. OR EQUIVALENT						
3	STEEL CONDUIT	IIL, STEELEX, JAMAL OR EQUIVALENT						
4	MS BOXES	POWER TECH, ELECTRECK OR EQUIVALENT						
5	LT CABLES & WIRES	PAKISTAN CABLES, FAST, PIONEER, NEWAGE, OR EQUI.						
6	SWITCHES, PLUG, DIMMER ETC	CLIPSLE, SCHENIDER, ABB, LEGRAND, BOSCH OR EQUIV.						
7	LIGHT FIXTURES	PHLLIPS, SUNLIGHT, OSRAM, BRITILITE OR EQUIVALENT						
8	CEILING, EXHAUST FANS	MILLAT, PAK FAN, ROYAL, GFC 55-60 WATTS COPPER						
9	MAIN, DISTRIBUTION, BOARD	AREVA, SIEMENS, BABER, LIBRA OR EQUIVALENT						
10	MCCBs / MCBs	SCHENIDER, ABB. TERASAKI, LG, GE, MG OR EQUIVALENT						
11	CURRENT TRANSFORMER	SIEMENS, COMPLEE, FICO, OR EQUIVALENT						
12	SELECTOR SWITCHES	BRETTER,K&N OR EQUIVALENT						
13	ENERGY ANALYZER	DUCATI, SOCOMEC OR EQUIVALENT						
14	HRC FUSES	SIEMENS, AEG, GE, ABB, HAGER						

- 3.2 This Agreement includes, the "Construction of Main Gate No. 1 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.

- Stamp duty 0.35% for Services against total value of Work Order will be levied 3.6 accordingly.
- All rules, regulations and policies will be governed in accordance to the SPPRA & 3.7 IBA PP&P.
- Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by M/s Glaxy 3.8 Enterprises as per SRO/Notification.
- A liquidity damages @ 2% per week, of the total agreed payment, of the total cost 3.9 will be imposed in case of delayed work. Penalty will be imposed after 30 days subject to services by IBA before the starting date mentioned on the Work Order.
- 3.10 THE CONTRACTOR will provide minimum one supervisor with 4-5 workers at one site. Work start from external area first and complete after completion of external area complete internal area as identified by Maintenance dept. However, salary /wages /payment /remuneration etc to the manpower/labour/ workforce will be paid borned by THE CONTRACTOR.
- 3.11 IBA will not pay any charges(s) regarding cartage / carriage / transportation / food / wages / accidental etc.

### Article IV ARBITRATION

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

## Article V **TERMINATION**

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.
- IBA reserve the right to accept or reject any or all agreement(s) or terminate 5.2 proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

### Article VI INDEMNITY

"THE CONTRACTOR" in its individual capacity shall indemnify and keep IBA and 6.1 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.



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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 CLAXY ENTERPRISFrom the time to time

- 10.3 All equipment, ladders / scaffoldings / platforms for any heights, plungers, brushes, application Rollers, buckets etc. will be brought by THE CONTRACTOR as per standard safety regulations.
- 10.4 THE CONTRACTOR will responsible for taking all safety measures during working of his staff at any height / surfaces. Proper safety kept / harness will be applied by the CONTRACTOR.
- 10.5 All surfaces where work was carried out required to be cleaned from stains through related equipment / tools / materials etc.
- 10.6 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 10.7 The validity of the contract will be effective from the date of issue of Work Order.
- 10.8 All terms and conditions of Work Order and bidding document will be the integral part of this agreement and can't be revoked.
- 10.9 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.

### Article XI **FORCE MAJURE**

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

## Article XII GENERAL CONDITIONS OF CONTRACT

### 12.1 Contract

The IBA, Karachi will, after receipt of the performance security from the 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. **GLAXY ENTERPRISES** 



12.3 Standards

Construction of Main Gate No. 1 at IBA Main Campus 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 Construction of Main Gate No. 1 at IBA Main Campus on the basis of approved rates vide tender # CW/01/24-25

### 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 GLAXY ENTERPRISED CONTRACTOR CONTRAC

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 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.

### 12.14 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.

### 12.15 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.

### 12.16 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.



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12.17 Statutes And Regulations

The Agreement shall be governed by and interpreted in accordance with the laws of Pakistan. The contractor shall, in all matters arising in the performance of the Agreement, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the IBA, Karachi indemnified against all penalties and Liability(ies) of any kind for breach of any of the same.

### 12.18 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.

"IBA"

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

Administration Main Communication (IBA).

University Road, Karachi

WITNESS:

Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Associate Registrar Resource Optimization

Institute of Business

Administration Main Campus

University Road, Karachi

Focal Person IBA

**GLAXY ENTERPRISES** 

M/s Glaxy Enterprises

NAME: Irfon Almed Know

CNIC# 42101-1540586-9

Address: A-293 Black-HNorth Negenback

GLAXY ENTERPRISES

M/s Glaxy Enterprises NAME: Sikanday

CNIC# 42301-8314712-7

Address: Shakez Apprelennt Room 407 4 for from Bahar Colony Knice