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31 JUL 2023

S.NO.....DATE .....

ISSUED TO WITH ADDRESS.....

THROUGH WITH ADDRESS .....

PURPOSE.....

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

STAMP VENDOR SIGNATURE.....

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

## Article I

### **DUTIES & SCOPE OF WORK & AGREEMENT**

- 1.1 This Agreement includes, the "services & works", discussions with "IBA" as per determination of scope of services, schedule of work & timeline to suitable scale with any/all other relevant details to "IBA".
- 1.2 "THE CONTRACTOR" agrees to provide any/all kind of services related to execution of work/job to "IBA" whenever and wherever is required as per the terms & conditions of this Agreement.
- 1.3 "THE CONTRACTOR" will coordinate for required assigned works/jobs/project with Maintenance Dept. and Head of Procurement, of the "IBA" who will advise "THE CONTRACTOR" in supervision of proposed works/jobs related.
- 1.4 "THE CONTRACTOR" is bound to provide items including machineries, equipment, goods material, gadget and manpower according to the Work Order.
- 1.5 It will be responsibility of THE CONTRACTOR to remove debris /sludge /garbage / waste material/left over material, machineries, equipment and manpower from the site at







their own cost after completion of works/jobs/project. However, Clearance Note / Certificate will be required from Manager Transport & General Maintenance.

- 1.6 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.
- 1.7 Renovation Works at Adamjee Canteen, as assigned in accordance to the tender vide # CW/24/22-23.
- 1.8 Entry & Endorsement in Measurement Book for all jobs done is mandatory. The Measurement Book is to be countersigned by Maintenance Supervisor on each occurrence / daily basis.
- 1.9 THE CONTRACTOR will require to obtain Entry Pass of their employee / labour / manpower etc from IBA, Security Office.
- 1.10 Any alteration/deletion/addition will only be consider if provided in writing by Maintenance Dept. No verbal instruction(s) / order(s) will consider valid.
- 1.11 THE CONTRACTOR must adopt Environmental Friendly procedure and avoid the use of Toxic material used in printing works.
- 1.12 THE CONTRACTOR is responsible for the safety of all its activities including protection of the life & environment on and off the site. IBA is no smoking zone. IBA will not be responsible for any mishap.
- 1.13 Life Insurance / Security of worker will be the responsibility of contractor.

Proprietor





## Article II

S.NO.....DATE .....  
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 PURPOSE....2.1...."THE CONTRACT  
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- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the IBA officials as & when required.
- 2.3 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.4 Maintenance Dept's subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access. Physical inspection will be carried out by Maintenance Department and Head of Procurement. Ordered material is subjected to final inspection at the time of delivery at Store validated by delivery challan by concern authorized dealer.
- 2.5 THE CONTRACTOR shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense.
- 2.6 Date of Completion of work / job / project on or before August 21, 2023.

Renovation Works at Adamjee Canteen vide Tender # CW/24/22-23





S.NO. 1626 DATE 16/03/2023  
 ISSUED TO WITH ADDRESS. The Breakup is appended below  
 THROUGH WITH ADDRESS .....  
 PURPOSE .....  
 VALUE RS. ATTACHED S# DESCRIPTION  
 STAMP VENDOR SIGNATURE

21.11.2023

The total cost offered by THE CONTRACTOR is Rs. 1,603,238.00 (inclusive of all taxes) vide tender # CW/24/22-23. The cost is inclusive of labor / transportation / supplies / etc.

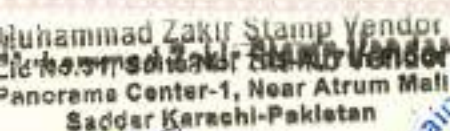
8. NO. 1626 DATE 1/28/83  
ISSUED TO WITH ADDRESS THE BREAKUP IS APPENDED BELOW  
THROUGH WITH ADDRESS

M.G. Construction  
Proprietor









3. NO. 1625 DATE \_\_\_\_\_  
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**S.S. Railing With S.S. Top Rail**  
Supply fabricate and fix Stainless Steel Handrail (China) or equivalent, using the top rail with 75mm dia stainless steel pipe with vertical support of 40mm dia. stainless steel pipe post, welded to each tread' side with 150 x 65 x 10 mm M.S base plate, fixed by 12 mm dia expansion bolts/anchors embedded in concrete with cap, complete in all respect as per drawing, specification and as directed by the Engineer.

- 3.2 This Agreement includes, the "Renovation Works at Adamjee Canteen", as per "IBA" requirement mentioned in Tender BoQ.
- 3.3 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Complete Measurement with Clearance Note / Certificate endorsed from Maintenance Department is required before process of bill/invoice.
- 3.4 Performance Security @ 5% of total amount of Work Order must be deposited to the IBA, Karachi. Security Deposit will be released after completion of satisfactory work and submission of certificate thereof.









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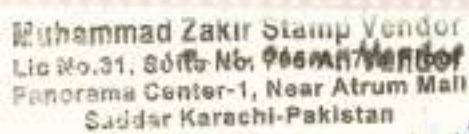




**Article X**  
**MISCELLANEOUS**

- M.G. Construction**





31 JUL 2023

2. NO. .... DATE .....  
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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.

### GENERAL CONDITIONS OF 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.

The contractor shall not, without the IPA, 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 IPA, Karachi in connection herewith except for purposes of performing the development of diesel engine to engine room 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.

Renovation Works at Adamjee Canteen under this agreement shall conform the specs provided in the bidding document.

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.

M.G. Construction  
Proprietor













Muhammad Zakir Stamp Vendor  
C/o No. 37, Siddique Road, Saddar Vendor  
Panorama Center-1, Near Atrium Mall  
Saddar Karachi-Pakistan

31 JUL 2023

S. NO. 1521 DATE .....  
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### 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 the result of an event of force majeure. If a force majeure situation arises, the contractor shall, by written notice served on the IBA, Karachi indicating such condition and the cause thereof. Unless otherwise directed by the IBA, Karachi in writing, the contractor shall continue to perform under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 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

M.G. Construction  
Renovation Works of Adm. Jee. Canteen vide Tender # CW/24/22-23









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3 JUL 2023

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**M.G. Construction**

*Amel* Proprietor

"IBA"

NAME: Dr. Muhammad Asad Ilyas

CNIC # 42301-4497722-9

**Address:**

Registrar, Institute of Business

Administration Main Campus

University Road, Karachi

M/s MG Construction

NAME: FARIA NAZEER

CNIC# 82803-8361093-4

Address: Office #1648 Bazzataline  
New Ashira Baweng  
Masjio Konehi

**WITNESS:**

1. Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Head of Procurement

**Institute of Business**

Administration Main Campus

University Road, Karachi

2. M/s MG Construction

NAME:

CNIC #

Address:

Focal Person IBA

Kazi Muhammad Mazharuddin







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RUPEES TWO HUNDRED ONLY



Proprietor



1993年12月15日









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