

M. SAQIB HUMAYUN STAMP VENDOR

Shop No.12, Karim Plaza, Near Civic Centre Karachi

Lic. No. 61

S.NO.

005696

DATE

..... 30 AUG 2018

ISSUED TO WITH ADDRESS .....  
THROUGH WITH ADDRESS .....  
PURPOSE Not For Use Divorce Deed  
VALUE RS..... (Attested  
STAMP VENDOR'S SIGNATURE.....

Muhammad Waris Khan Ajmeri  
Advocate Legd. 15113/HC

RUPEES ONLY

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day September....., 2018.

### BETWEEN

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

### AND

M/s Qureshi Enterprises, having its office at Head Off-R1080 Block # 20-Federal B Area Karachi, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Qureshi Enterprises, holding CNIC No. 441030303300-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain furniture items vide tender # FUR/01/18-19 for the Provide & Supply of Furniture for Canteen of City Campus (IBA requirement) discussions in respect of the same before the determination of scope of work with "IBA" as "Provide & Supply of Furniture" and "THE SUPPLIER" have offered to render all kind of fabrication and fixing of furniture items (including but not limited to the "Provide & Supply of Furniture" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in 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 SUPPLIER" as their official fabricator for the specific purpose of "Provide & Supply of Furniture" discussions in respect of the same with "IBA" before the determination of Scope of Work making Furniture Items to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for furniture. "THE SUPPLIER" hereby agree to the offer of the





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S.NO. 008697

DATE 30 AUG 2018

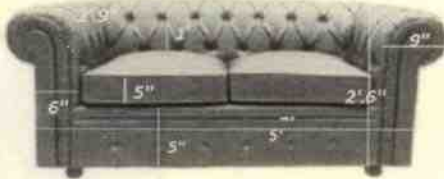
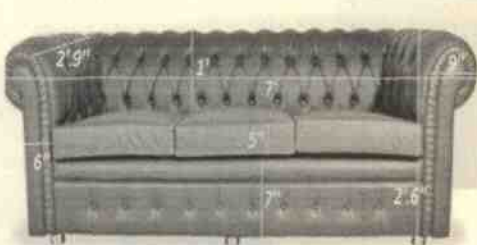
ISSUED TO WITH ADDRESS .....  
THROUGH WITH ADDRESS .....  
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STAMP VENDOR'S SIGNATURE .....

Muhammad Waris Khan  
Attested Logo: 10/11/18

**Article I:**

**DUTIES & SCOPE OF WORK & AGREEMENT**

1.1 This Agreement includes, the "furniture work", discussions with "IBA" before the determination of scope of work to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

| S. # | Description   | Qty       | Rate (Rs.) | Amount (Rs.) |
|------|---|-----------|------------|--------------|
| 1    | <p><b>Couch (2Seater)</b></p> <p>SIZE 7'WX2'.6"HX2'.9"D</p> <p>Structure for Accacia wood</p> <p>Foam Use for Dura Flex / Molty foam or equivalent with leatherite</p>   | 14<br>Nos | 21,000.00  | 294,000.00   |
| 2    | <p><b>Couch (3Seater)</b></p> <p>SIZE 7'WX2'.6"HX2'.9"D</p> <p>Structure for Accacia wood</p> <p>Foam Use for Dura Flex / Molty foam or equivalent with leathterite</p>  | 7<br>Nos  | 31,000.00  | 217,000.00   |



## M.Israr Anjum Stamp Vender

Licence #.01, Shop No.B-155-2, Gulistan-e-Johar  
Block-11, Karachi

S.NO.

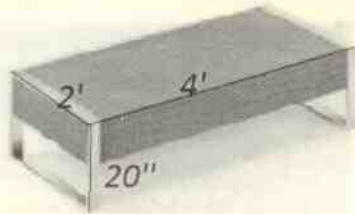
Date 09 MAY 2018

Issued To With Address: M. ISRAR  
Through With Address: Advocate  
Purpose: Attested  
Value: Rs. 50000  
Stamp Vender's Signature: [Signature]  
Not For Use: Free Will & Disposal Card  
Vender Not Responsible: Any Fake Documentation

### Centre Table

3

Ebony Veneer/Beech Wood Veneer with  
Frame made of SS frame, Top made of 1" thick MDF  
board, texture Formica pasted, PVC lipping on edges.



6  
Nos

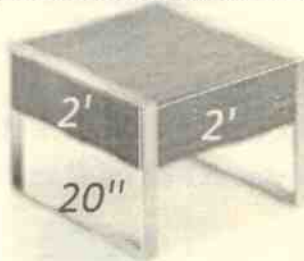
10,320.00

61,920.00

### Side Table

4

Size 2'x2'  
Ebony veneer/beech wood veneer with SS base



4  
Nos

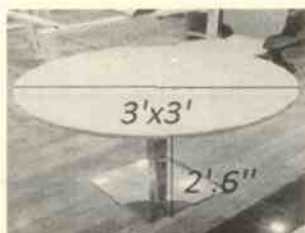
10,080.00

40,320.00

### Cafeteria Table Round

5

Size 3'x3'  
Material lamination mdf 1 inch thickness of top along  
with MFC sheet imported with SS base

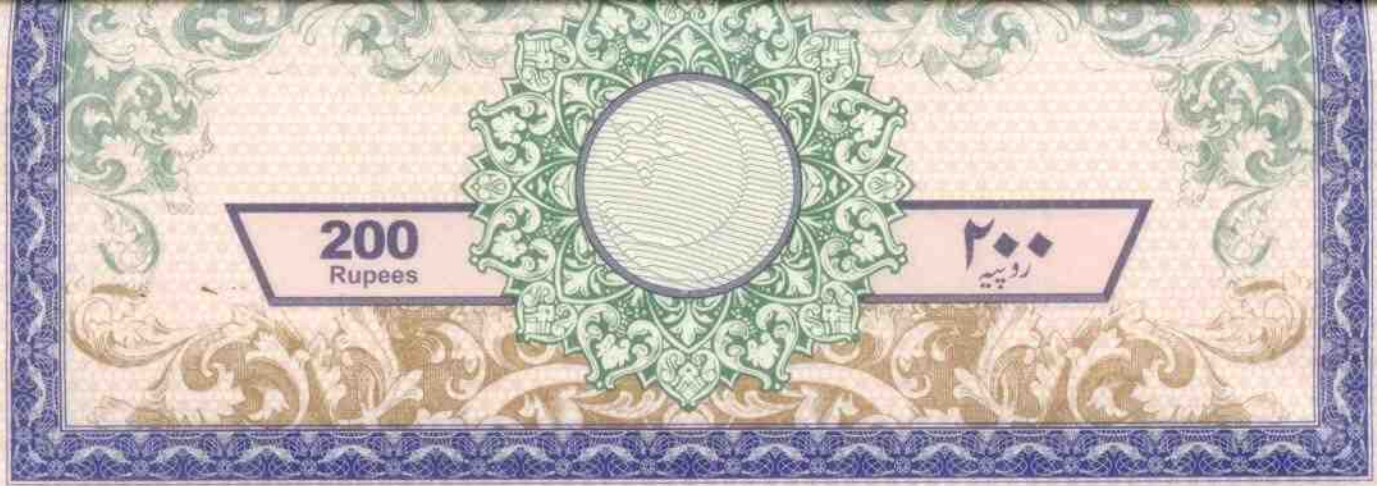


4  
Nos

14,100.00

56,400.00





**RUPEES TWO HUNDRED ONLY**

**SYED MUHAMMAD ASLAM STAMP VENDOR**  
 L. No. 75, Shop No. 1, Plot No. R-5, F.B. Area Karachi-18

14 JAN 2018

S. No. 18400

Issued To Within Add

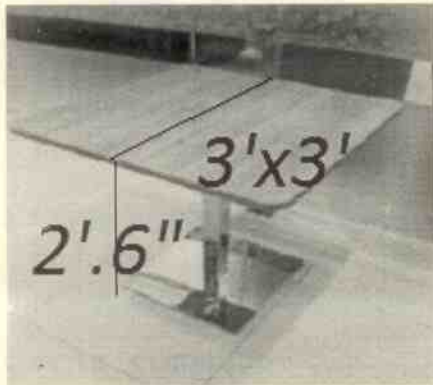
Purpose: Cafeteria Table Square

Value: 200

Stamp Vendor Signature

NOT VALID DIVORCE

Size 3'x3'  
 Material lamination MDF 1 inch thickness of top  
 along with MFC sheet imported with SS base



6

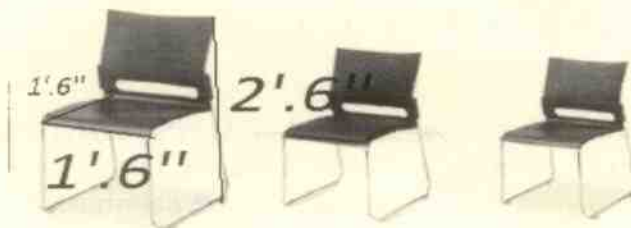
7  
 Nos

13,860.00

97,020.00

**Cafeteria Chair**

Size: H 2'6"xW 1'6"xD 1'6"  
 PU Frame With SS Chrome Base And Leathrite Seat



7

40  
 Nos

4,100.00

164,000.00

**Total**

**Rs. 930,660.00**

**17% GST**

**Rs. 158,212.00**

**Total Amount**

**Rs. 1,088,872.00**





ILYAS UDDIN STAMP VENDOR

License No. 175 Shop No. 105

Yasir view, Guispar-e-Iqbal Karachi Pakistan

S.No. 3859

ISSUED WITH

THROUGH WITH

PURPOSE

VALUE RS. ATTACHED

STAMP VENDOR'S SIGNATURE

03 AUG 2018

(RUPEES ONE HUNDRED ONLY)

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of furniture works to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their work with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed furniture work.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by "THE SUPPLIER".

#### Article II

#### SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of Furniture Work in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery of items on or before October 15, 2018.

labor.

- 2.6 "THE SUPPLIER", will provide all required/necessary carpenter(s) / labor(s) / transportation(s) / cartage(s) what so ever required to complete the project at the cost/charges amount offered in the tender vide # FUR/01/18-19.
- 3 Supplier must adopt and provide Environmental Friendly procedures / products.

### **Article III** **REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. 1,088,872.00 (inclusive of all taxes) Provide & Supply Furniture Items for Canteen at City Campus vide tender # FUR/01/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc.
- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 25 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Work Order. Work will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Furniture Items to IBA.
- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.4 Performance Security 5% of total amount of Work Order will be provided by THE SUPPLIER.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by SUPPLIER as per SRO/Notification.

### **Article IV:** **ARBITRATION**

- 4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA and CEO THE SUPPLIER 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.

### **Article VI:** **INDEMNITY**

- 6.1 "THE SUPPLIER" 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 SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE



**Article VII:**  
**NOTICE**

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

**Article VIII:**  
**INTEGRITY PACT**

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

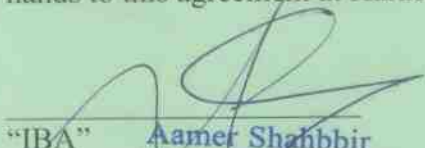
**Article IX:**  
**MISCELLANEOUS**

- 9.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the fabrication, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 9.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 9.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.

9.6 THE SUPPLIER must ensure that specified article/items should be presented for approval before start of work. Supply unavailability of article/items at the time of Purchase Order or material shortage due to any reason whatsoever would lead to forfeiture of Bid Security.

9.7 Sample must be provided to Purchase Office for approval before start of work.


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" Aamer Shahbbir  
NAME Wing Commander (Retd)  
Aamer Shahbbir Khan  
General Manager Administration  
Institute of Business Administration (IBA),  
CNIC # Karachi, Pakistan

Address:

G.M. Admin Institute of Business  
Administration Main Campus

University Road, Karachi


1.   
\_\_\_\_\_

CNIC # \_\_\_\_\_

Address: \_\_\_\_\_

CNIC # \_\_\_\_\_

Address: \_\_\_\_\_

  
M/s Qureshi Enterprises  
NAME: Zia-ul-Hassan  
CNIC # 441030303300-9

Address:

Address: Head Off-R1080 Block # 20  
Federal B. Area Karachi

2. Muhammad Faraz  
  
\_\_\_\_\_

CNIC# 44103-330030-9

Address: \_\_\_\_\_

CNIC # \_\_\_\_\_

Address: \_\_\_\_\_