



M. Israr Anjum Stamp Vendor
Licence #.01, Shop No.B-158-2, Gulistan-e-Johar
Block-II, Karachi

S.NO. 021603
Date 16 NOV 2018

Issued To With Address
Through With Address
Purpose
Vendor's Signature
Stamp Vendor's Signature
Not for Use Free Will & Divorce Deed
Vendor Not Responsible Any False Documentation

M. ISRAR
Anjum
Stamp Vendor



AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day March 26, 2019.

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 PEL Marketing (Pvt) Ltd, having its Bungalow # 203-L, Block-2, PECHS Society Karachi, hereinafter referred to as "SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Saqib Jameel, holding CNIC No. 4200177364633 on the SECOND PART.



MUHAMMAD FAISAL KHAN STAMP VENDOR

Licence No. 124, Shop No. S-7, Maymar Tower

Gulshan-e-Maymar Karachi. 19 MAR 2019

S. No.: 64897 Date:

Issued to With Address: ZAHID MEHMOOD

Through With Address:

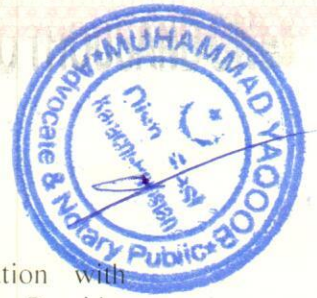
Purpose: Advocate

Value Rs. Attached:

Stamps Vendor's Signature:

Not For used Bank Guarantees

not responsible Any

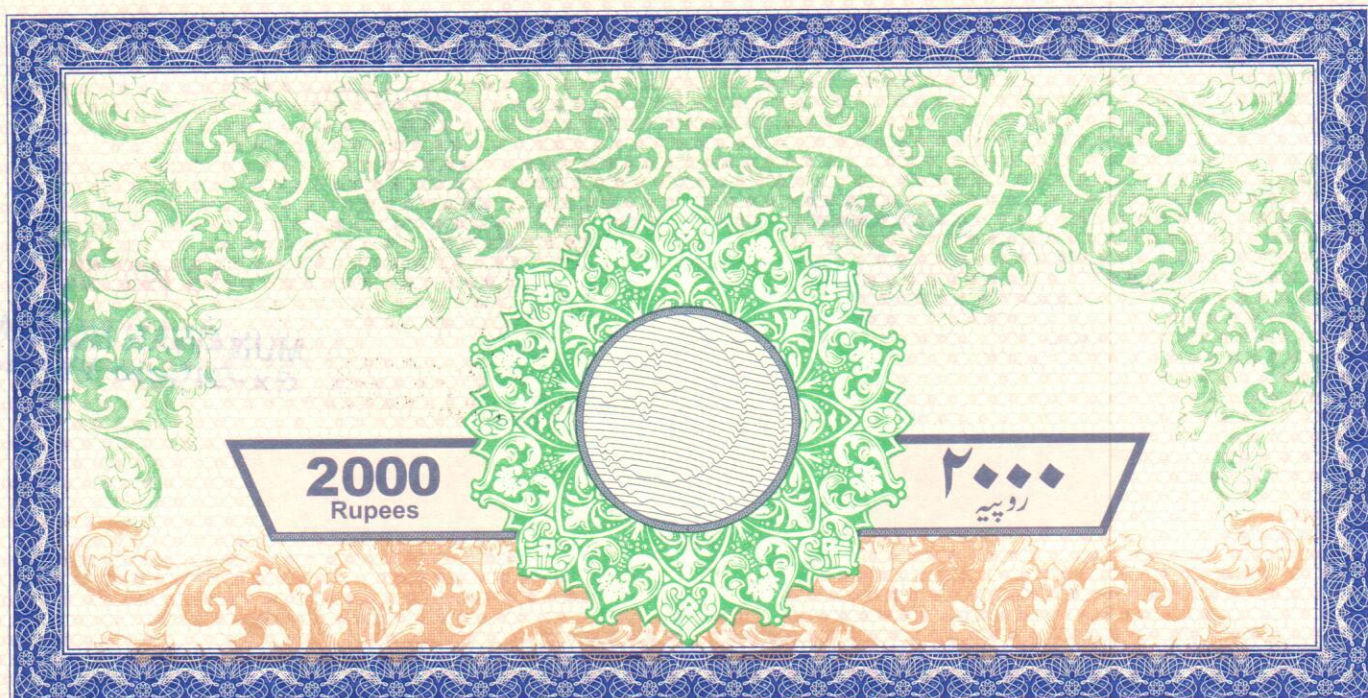


WHEREAS "IBA" intends to obtain Provide, Supply & Installation with Commissioning of Floor Standing ACs vide tender # ME/13/18-19 for the Provide, Supply & Installation with Commissioning of Floor Standing ACs (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provide, Supply & Installation with Commissioning of Floor Standing ACs" and "THE SUPPLIER" have offered to render all kind of Provide, Supply & Installation with Commissioning of Floor Standing ACs (including but not limited to the "Provide, Supply & Installation with Commissioning of Floor Standing ACs" 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 for the specific purpose of "Provide, Supply & Installation with Commissioning of Floor Standing ACs" discussions in respect of the same with "IBA" before the determination of Scope of Provide, Supply & Installation with Commissioning of Floor Standing ACs. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.



MUHAMMAD FAISAL KHAN STAMP VENDOR
Licence No. 124, Shop No. S-7, Maymar Tower
Gulshan-e-Maymar Karachi.

19 MAR 2019

Article I:

DUTIES & SCOPE OF SUPPLY AND AGREEMENT

S. No. **64898** Date

Issued to With Address

Through With Address

Purpose

Value Rs.

Stamps Vendor's Signature

Not For used Bank Guarantee

not responsible Any

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Vendor

1.1 This Agreement includes the "Provide, Supply & Installation with Commissioning of Floor Standing ACs", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".

1.2 "THE SUPPLIER" agrees to provide any/all kind of Provide, Supply & Installation with Commissioning of Floor Standing ACs 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 Provide, Supply & Installation with Commissioning of Floor Standing ACs.

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

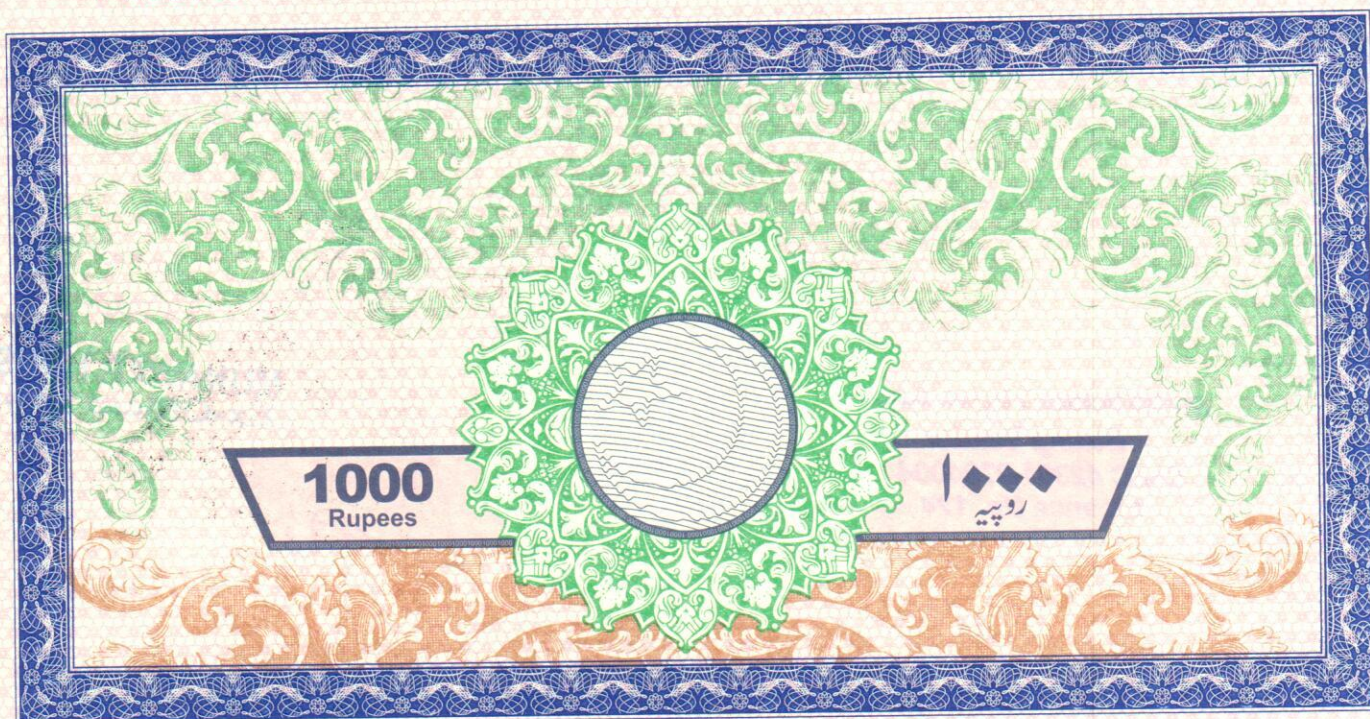
1.5 All logistic charges will be borne by "THE SUPPLIER".

Article II

SCOPE OF PROFESSIONAL SUPPLIES

2.1 "THE SUPPLIER" hereby agree and acknowledge to Provide, Supply & Installation with Commissioning of Floor Standing ACs in accordance with the Description & Specification.





MUHAMMAD FAISAL KHAN STAMP VENDOR
Licence No. 124, Shop No. S-7, Maymar Tower
Gulshan-e-Maymar Karachi.

S. No.: **64768** Date: **18 MAR 2019**
Issued to With Address: **Syed Aftab Ali Shah**
Through With Address: **Advocate**
Purpose: **Attached**
Value Rs.: **1000**
Stamps Vendor's Signature: *[Signature]*
Not For used Bank Guarantee/will/divorce vendor
not responsible Any Fake Documentations



- 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 Delivery on or before APRIL 12th, 2019.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # ME/13/18-19

Article III **REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs.1,963,000.00 (inclusive of all taxes) Provide, Supply & Installation with Commissioning of Floor Standing ACs vide tender # ME/13/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below:

- 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 papers challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by 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 for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article V:
TERMINATION

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 30 day's notice.

Article VI:
INDEMNITY

- 6.1 "THE 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 SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article VII:
NOTICE

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

Article VIII:
INTEGRITY PACT

- 8.1 The intention not to obtain the procurement / 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 PEL Marketing (Pvt) Ltd , 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 PEL Marketing (Pvt) Ltd, 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 PEL Marketing (Pvt) Ltd, 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 PEL Marketing (Pvt) Ltd, 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 supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 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.



9.4 The validity of the contract will be effective from the date of issue of Purchase Order.

9.5 All terms and conditions of tender vide # ME/13/18-19 will be the integral part of this agreement and can't be revoked.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

Aamer Shahbbir
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan
NAME: Aamer Shabbir Khan

CNIC # _____

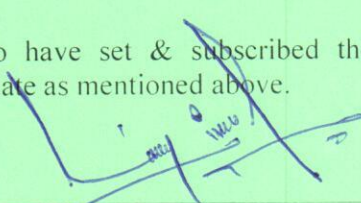
Address: _____

G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi

1. 

M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan
CNIC # _____

Address: _____


M/S M/s PEL Marketing (Pvt) Ltd
NAME: Saqib Jameel

CNIC # 4220177364633

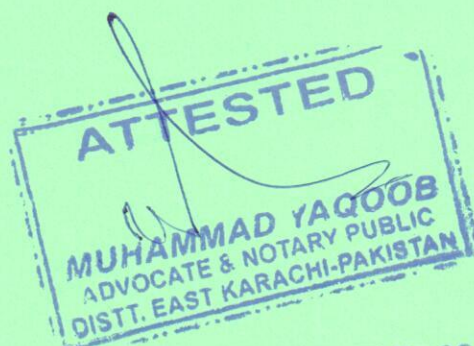
Address: _____

Bungalow # 203-L, Block-2, PECHS
Society Karachi

2. ARSHAD MAHMOOD

CNIC# 42101-6151058-9

Address: 203-L Block 2 PECHS
Society Karachi



22 MAR 2019