



**AAMIR ALI STAMP VENDOR**

Flat No. A-6, Lawrance Plaza, Garden West, Karachi

Lic. No. 48

S. No. 6728/

DATE: 28 NOV 2014

STAMPED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE

VALUES

STAMP VENDOR SIGNATURE

**AGREEMENT**

THIS AGREEMENT is executed at KARACHI, on this day October 25, 2014.

**BETWEEN**

M/s Institute of Business Administration, Karachi 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 Faisal Trading Corporation, having its office at R-68, Hina Bungalows, Block No.19 Gulistan-e-Jouhar, Karachi hereinafter referred to as "THE SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Muhammad Nazir Khan, holding CNIC No.42101-5254376-1, on the SECOND PART.

**WHEREAS** "IBA" intends to obtain to Provide, Supply & Fixing of Razor Wire & Chain Link Fencing at Main Campus Water Reservoirs vide Tender # CW/02/14-15.

**NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**WITNESSETH**

"IBA" hereby offer to appoint M/s Faisal Trading Corporation as their official Services Provider for the specific purpose of "Provide, Supply & Fixing of Razor Wire & Chain Link Fencing at Main Campus Water Reservoirs" in respect of the same with "IBA" before the determination of scope of services on suitable scale with any/all other relevant details for presentation to "IBA" "THE SERVICE PROVIDER" hereby agrees to the offer of the





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Flat No. A-6, Lawrance Road, Garden West, Karachi  
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S. No.

DATE: 29 AUG 2014

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STAMP VENDOR SIGNATURE .....

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**Article I:**

**DUTIES & SCOPE OF WORK & AGREEMENT**

- 1.1 "THE SERVICE PROVIDER" agrees to provide any/all kind of services & maintenance to "IBA" whenever and wherever required as per the terms & conditions of this Agreement.
- 1.2 "THE SERVICE PROVIDER" will coordinate their work with Manager General Maintenance, of the "IBA" who will advise "THE SERVICE PROVIDER" in supervision of proposed service(s)/work(s).
- 1.3 "THE SERVICE PROVIDER" is bound to provide items according to the terms & conditions vide Tender # CW/02/14-15.

**Article II**

**SCOPE OF PROFESSIONAL SERVICES:**

- 1.4 THE SERVICE PROVIDER" hereby agrees and acknowledge to execution of services in accordance with the Description & Specification vide Tender # CW/02/14-15.
- 1.5 "THE SERVICE PROVIDER" hereby agrees and acknowledge the acceptance of attending the meetings with the Manager General Maintenance "IBA" as & when required.

**Article IV**

**REMUNERATION**

- 4.1 The charges will be based to Provide, Supply & Fixing of Razor Wire & Chain Link Fencing at Main Campus Water Reservoirs of Rs. 1,286,840.00 (Inclusive of all taxes) as per Work Order # IBA-MC/PD/P&S/208/0030/2014-15.





**AAMIR ALI STAMP VENDOR**  
Flat No. A-6, Lawrance Plaza, D.I. Khan, Karachi  
Lic. No. 48

**63724**

S. No.

DATE: **25 NOV 2014** **SIRAJ AHMED**  
Advocate

ISSUED TO WITH ADDRESS  
THE SIGNER WITH ADDRESS  
PL. FILL IN  
VALUE FOR  
STAMP VENDOR SIGNATURE

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- 4.2 Penalty 2% of the total amount will be imposed per month delay completion of work.
- 4.3 Payment will be made after submission of invoice. Advance Payment subject to Bank Guarantee.
- 4.4 Performance Security 5% of total amount should be submitted in shape Pay Order before signing of Contract Agreement.
- 4.5 All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination.
- 4.6 Stamp duty 0.3% for Services against total annual value of Work will be levied accordingly.
- 4.7 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 4.8 IBA reserve the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

#### **Article V:** **ARBITRATION**

- 5.1 In case of any dispute, difference or question which may at time arise between the parties hereto or any person claiming under them, touching or arising out in respect of this agreement or this subject matter thereof shall be referred to the arbitration and an Arbitrator will be appointed by mutual consent, whose decision and findings will be final and binding on both 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.





STAMP OFFICE CITY COURT, KARACHI

Issued to D. Hafeez Khan  
NIC/Company Card No. 188  
Vide D.S.R. No. 6 dated 17-10-14  
On behalf of challan No. 66 Dt. 17-10-14  
for the purpose of C.D.  
E. No. 6 Dated 17-10-14

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**Article VI:  
TERMINATION**

- 6.1 "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 VII:  
INDEMNITY**

- 7.1 "THE SERVICE PROVIDER" 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 SERVICE PROVIDER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SERVICE PROVIDER" 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**

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

**Article IX:  
INTEGRITY PACT**

- 9.1 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

9.2 Without limiting the generality of the foregoing the M/s Faisal Trading Corporation 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.

9.3 M/s Faisal Trading Corporation 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.

9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Faisal Trading Corporation 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 Faisal Trading Corporation as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

#### Article X:

#### **MISCELLANEOUS**

10.1 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

10.2 Copyright of each item shall be reserved with the "IBA".

10.3 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.

10.4 This agreement is effective from the date issue of Purchase Order # IBA-MC/PD/P&S/208/0030/2014-15 dated: October 25, 2014.



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: Capt. (Retd.) Ahmed Zaheer PN.  
Adnan Hamood


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

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

Registrar (officiating), Institute of Business

Administration Main Campus

University Road, Karachi

  
M/s Faisal Trading Corporation

NAME: Muhammad Nazir

CNIC # 42101-5254376-1

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

H. No. R-68, Hina Bungalows,

Block-19, Gulistan-e-Jouhar, Karachi.

WITNESS:

1. 

M SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration

CNIC # Karachi-Pakistan

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

2. 

Muhammad Wasim

CNIC # 42501-6226606-8

Address: 26A AL-Mujeeb garden  
Model Colony Karachi