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4050/- 22.46

**NASREEN STAMP VENDOR**S.V. Lic. No. 173 Office No. 1 Block-4, Gulshan-e-Iqbal,
Abul Hassan Isphani Road Karachi, East

S. No. 3313.3 DATE.....

ISSUED TO WITH ADDRESS.....

THROUGH WITH ADDRESS.....

PURPOSE..... **SARTAJ KHAN**VALUE RS..... ATTACHED..... **Advocate**

STAMP VENDOR'S SIGN. : URL NO. 2767/K B A)

Don't use for Nikah and divorce purposes Stamp Vendor
is not responsible for illegal purpose

08 MAY 2021

Office Superintendent
Stamp Office, City Court
Karachi

07 JUN 2021

AGREEMENT**Provision of Computer LEDs**THIS AGREEMENT is executed at KARACHI, on this day June 16, 2021.**BETWEEN**

M/s Institute of Business Administration, 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 M. M. Corporation, having its office at # A-13, Al-Hilal Society, Opp. Askari Park K.D.A. Scheme No. 7, 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. Muhammad Muqem**, holding CNIC No. 42201-5306065-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision of Computer LEDs vide tender # IT/18/20-21 for (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision of Computer LEDs" and "THE SUPPLIER" have offered to render all kind of Provision of Computer LEDs (including but not limited to the "Provision of Computer LEDs" 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 "Provision of Computer LEDs" discussions in respect of the same with "IBA" before the determination of Scope of Provision of Computer LEDs. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I

DUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Provision of Computer LEDs", 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 Provision of Computer LEDs 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 IT of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision of Computer LEDs.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provision of Computer LEDs in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery on or before June 21, 2021.
- 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 # IT/18/20-21

Article III

REMUNERATION

- 3.1 The cost offered by the Supplier is Rs.1,155,398.00 (inclusive of all taxes) Provision of Computer LEDs vide tender # IT/18/20-21 variation may occurred. The cost is

- 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
WARRANTY

- 7.1 M/s M.M. Corporation should provide OEM warranty.

Article VIII
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 corrupt practice(s).

- 9.2 Without limiting the generality of the foregoing the M/s M.M. 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 M.M. 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 M.M. 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 M.M. 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
SEVERABILITY

- 10.1 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 XI
MISCELLANEOUS

- 11.1 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.
- 11.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 11.3 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.
- 11.4 All terms and conditions of tender vide # IT/18/20-21 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.

"IBA"

NAME: Dr. Muhammad Asad Ilyas

CNIC # _____

Address: _____

Registrar, Institute of Business

Administration Main Campus

University Road, Karachi

M/s M.M. Corporation

NAME: Mohammad Muqeem

CNIC # 42201-5306065-5

Address: _____

A-13, Al-Hilal Society, Opp. Askari Park

K.D.A. Scheme No. 7,

Karachi

WITNESS:

1. S.F. 17/6
Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Head of Procurement

Institute of Business

Administration Main Campus

University Road, Karachi

2. [Signature]

M/s M.M. Corporation

NAME: Jameel Ahmed Siddiqui

CNIC # 42201-6967796-7

Address:

Manager Sales

A-13, Al-Hilal Society, Opp. Askari Park

K.D.A. Scheme No.7,

Karachi

Focal Person IBA

Mr. Wajid Zaidi