



AAMIR ALI STAMP VENDOR

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

Lic. No. 38 155029

S. No.

DATE: 22 APR 2015

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE

VALUE RS.

STAMP VENDOR SIGNATURE

MALIK SHER AFSAR
HC-7014 ADV.

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day April 20, 2015.

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 Faisal Trading Corporation, having its office at **Office: 355-15 A/3 Buffer Zone North 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. Nazir Khan**, holding CNIC No. 42101-5254376-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain general items vide tender # MISC/09/14-15 to Provide & Supply of General Items (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "General Items" and "THE SUPPLIER" have offered to provide & supply of general items as per IBA standards & 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 supplier for the specific purpose of "General Items" discussions in respect of the same with "IBA" before



AAMIR ALI STAMP VENDOR

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

Lic. No. 38

S. No.

119564

DATE: 04 MAR 2015

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Article I:

DUTIES & SCOPE OF SUPPLIES & AGREEMENT

1.1 This Agreement includes, the "general items", discussions with "IBA" before the supply of general items to "IBA". The description/BoQ is appended below:

S. #	Description	Qty
1	Commode Brush Scotch brite	200 units
2	Heavy Duty Mop with strong iron rod (Complete) As per sample	50 units
3	Mortien Spray NatureGard 450ml Mortien	100 units
4	Scotch Brite Regular 3M Scotch brite	216 units
5	Wiper for Glass Cleaning Royal	12 units
6	Brasso Polish 200 ml Kivi	12 units
7	Plastic rope (sutli) As per sample	50 units
8	Towel As per sample	36 units
9	Cell for Wall clock (AA) Energizer	600 units



AAMIR ALI STAMP VENDOR

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

Lic. No. 760886

S. No.

DATE: 02 MAY 2015

ISSUED TO WITH ADDRESS
PURCHASE WITH ADDRESS
PURPOSE
VALUE RS
STAMP VENDOR SIGNATURE

TALAT TABASSUM
ADV. KBA-121

OFFICE SUPERINTENDING
Stamp Office, City Court
Karachi

29 APR 2015

1.2 "THE SUPPLIER" agrees to provide all above mentioned general items as per the terms & conditions of this Agreement.

1.3 "THE SUPPLIER" will coordinate their supplies with Manager Purchase & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed general items.

1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supplies 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 supply and to check the delivery of general items in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Manager Purchase & Stores "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Minimum 10 (Ten) days after Approval of Sample(s) will be required to deliver the General Items at the SUPPLIER'S expense.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "THE SUPPLIER", will provide all required / necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the delivery of general items at the cost/charges amount offered in the tender vide # MISC/09/14-15.

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 246,487.50 (inclusive of all taxes) Provide & Supply of General Items but limited to in tender vide # MISC/09/14-15 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.
- 3.2 A Penalty @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Penalty 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 Purchase Order. Supplies will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of General 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 Purchase Order will be provided by the party.
- 3.5 Stamp Duty @ 0.3% of the cost of transaction / purchase 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 of the company / firm / agency 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 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 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.
- 8.3 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

8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Faial 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 Faial 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 IX:
MISCELLANEOUS**

- 9.1 Any addition & alteration(s) made in the contents as required by the contractor on proof sample or in course of the supplies 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(S) 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 # MISC/09/14-15 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: Capt. (Retd.) Ahmed Zaheer PN

CNIC # _____

Address:

Registrar, Institute of Business
Administration Main Campus

University Road, Karachi

WITNESS:

1.

M. SOHAIL KHAN

Manager Purchase & Stores

M/S FAISAL TRADING CORPORATION

NAME: NAZIR KHAN

CNIC # 42101-5254376-1

Address:

Address: 355-15 A/3 Buffer Zone,
North Karachi.

2. Mouhammed Wasim