



M. IMRAN KHAN STAM- VENDOR
License No. 121, Shop No. 28, S.I.T.E. Market Karac

19 MAR 2019

S No: 64845 Date:
Issued to With Address:
Through With Address:
Purpose:
Value Rs: Attached:
Stamp Vendor's Signature:
NOT FOR BANK GUARANTY/WILL/DIVORCE
Vendor Not Responsible And take Documental

MUHAMMAD ASLAM RAJPAR
ADVOCATE, KARACHI
9871 HC Kar



AGREEMENT

Provide & Supply of Semi-Automatic Shotgun

THIS AGREEMENT is executed at KARACHI, on this day June 21, 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

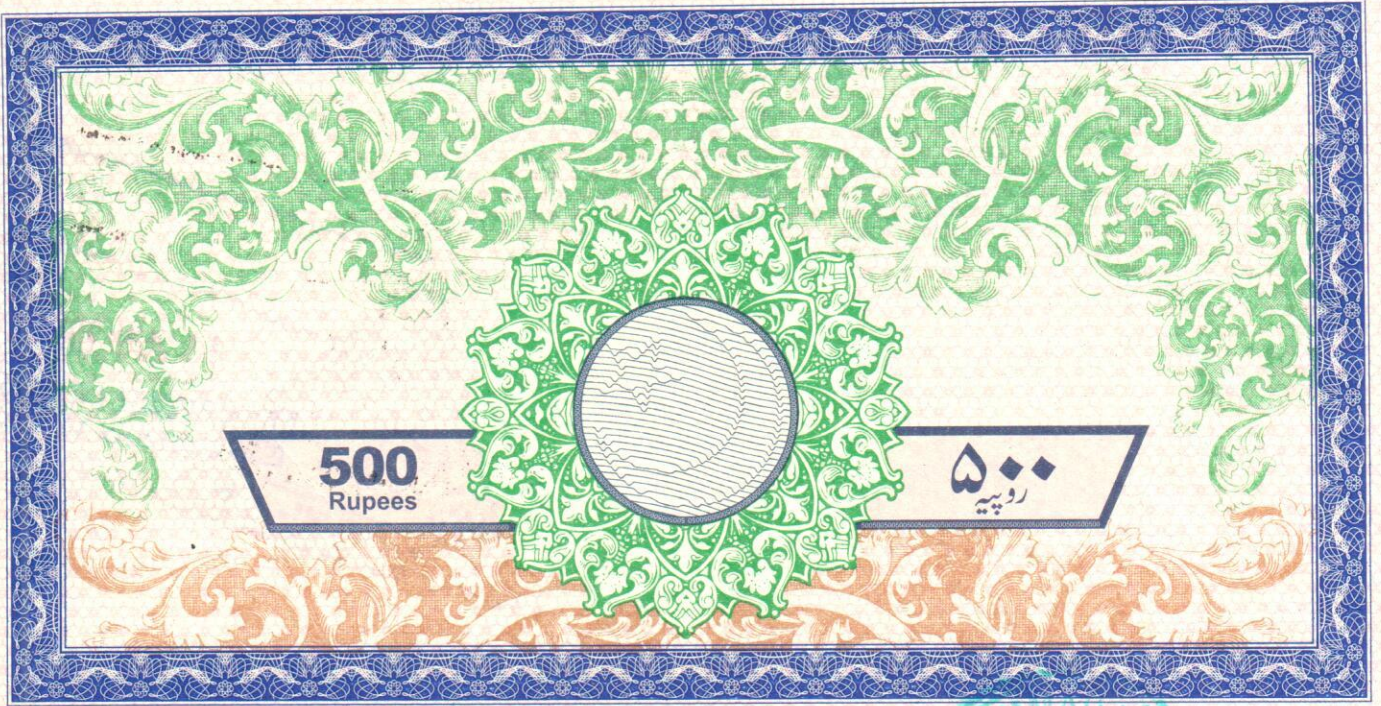
M/s Zulfiqar Security Company, having its office at # **D-124, 2nd Floor, Main Tariq Road, Block-2, PECHS, Karachi**, hereinafter referred to as "**SUPPLIER**" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor **Mr.SYED QAMAR ALI JAFFRI son of Mr.SYED AMEER ALI, holding CNIC No.42501-1534800-9**, on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply of Semi-Automatic Shotgun vide tender # ME/17/18-19 for the Provide & Supply of Semi-Automatic Shotgun (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provide & Supply of Semi-Automatic Shotgun" and "THE SUPPLIER" have offered to render all kind of Provide & Supply of Semi-Automatic Shotgun (including but not limited to the "Provide & Supply of Semi-Automatic Shotgun" 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.

Provide & Supply of Semi-Automatic Shotgun vide tender # ME/17/18-19

Page 1/7



**AAMIR ALI STAMP VENDOR**

Flat No. A-5, Lawrence Plaza, Garden West, Karachi

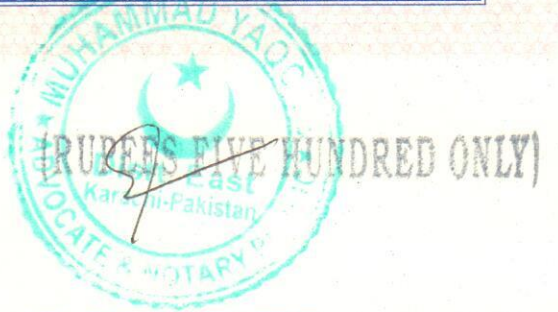
Lic. No. 38

S. No.

DATE: 11 JUN 2019

ISSUED TO WITH ADDRESS
 THROUGH WITH ADDRESS
 PURPOSE **NOT FOR USE DIVORCE DEED**
 VALUE RS (ATTESTED)
 STAMP VENDOR SIGNATURE

147427

SIRAJ AHMED
Advocate

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

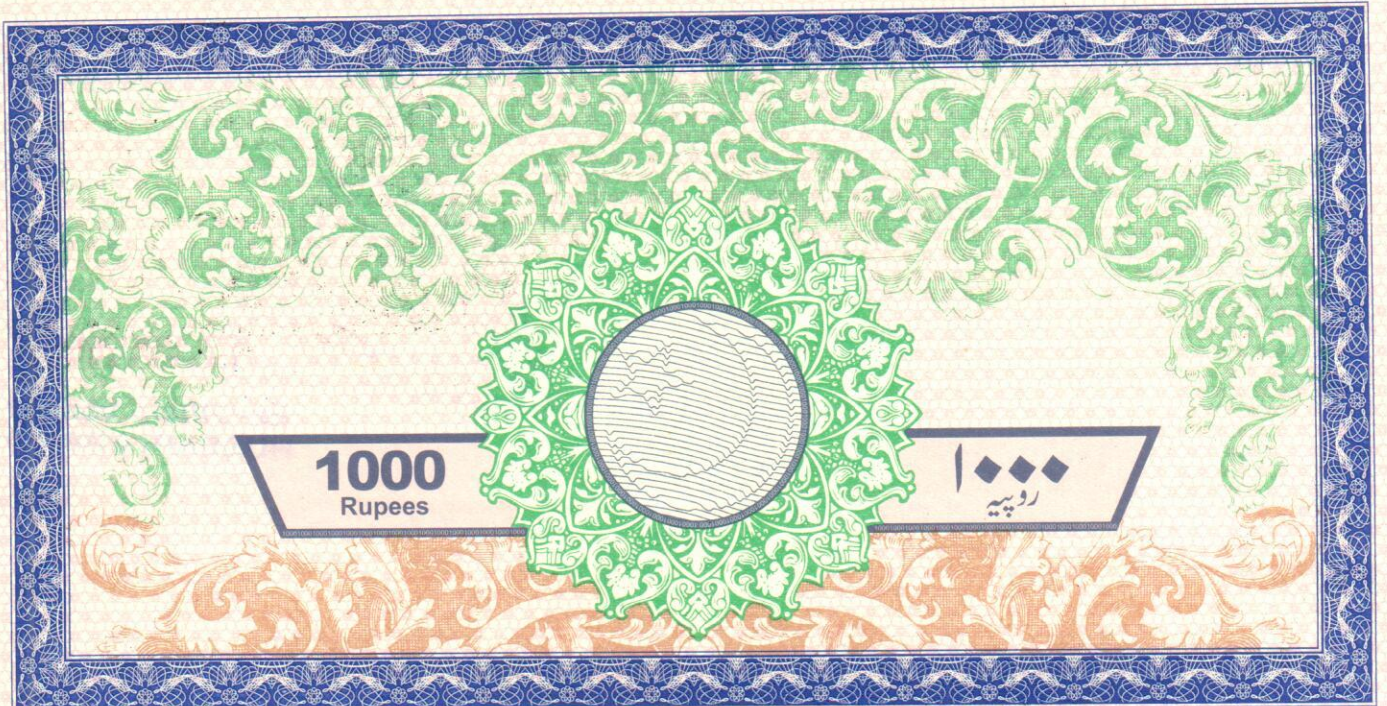
WITNESSETH

“IBA” hereby offer to appoint “THE SUPPLIER” as their official for the specific purpose of “Provide & Supply of Semi-Automatic Shotgun” discussions in respect of the same with “IBA” before the determination of Scope of Provide & Supply of Semi-Automatic Shotgun. “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 “Provide & Supply of Semi-Automatic Shotgun”, 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 of Semi-Automatic Shotgun 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 of Semi-Automatic Shotgun.
- 1.4 “THE SUPPLIER” will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.





STAMP OFFICE CITY COURT KARACHI

Issued to: Khawar Adv.
 CNIC/LEG No. 251114
 Vide D.S.R. No. 7 Dt. 12-6-19
 On behalf of Challan No. 08 Dt. 12-6-19
 for the purpose of Sm
 Entry No. 7 Dt. 12-6-19

Ex Officio Vendor

RUPEES ONE THOUSAND ONLY



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

1.6 IBA, Karachi will provide the vacant book to M/s Zulfiqar Security Company for endorsing, entering & issuance of magazine operated semi-automatic shotgun (12 bore) license formalities as per rule at successful bidder's cost.

Article II

SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provide & Supply of Semi-Automatic Shotgun 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 Delivery on or before June 28, 2019.

Article III

REMUNERATION

- 3.1 The cost offered by the Supplier is Rs.450,216.00 (inclusive of all taxes) Provide & Supply of Semi-Automatic Shotgun vide tender # ME/17/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

Provide & Supply of Semi-Automatic Shotgun vide tender # ME/17/18-19

Page 3 | 7



S.#	Specification	Qty	Quoted Brand	Quoted Model	Rate	Amount
1	SEMI-AUTOMATIC SHOTGUN Description: Semi-automatic shot gun Action : Gas operated semi-automatic Upper receiver : Aluminum with Milled-in Picatinny Sight rail Lower receiver: Polymer, fixed pistol grip and shoulder stock Finish: Military green or Desert yellow Sight :AR -15 style , height adjustable Front sight : Aluminum • Barrel Length : 20 “ or 22” Overall length : 40.5 “ (1030mm) • Height L 7.5” (190 mm) Weight : 130 oz (3690 gr) – In unloaded state Sight radius : 23.6” (600mm) • Range : 165 ft (50 meter)	2 units	MKA1919		169,900.00	339,800.00
	Magazine : Removable Bore: 12 bore shot gun Magazine required : 10 rounds metal type Chokes : Removable, full, modified and cylinder Bore Brand. MKA1919 (imported) Type: Semi-automatic shot gun					
2	LASER POINTER FOR RIFLE /SHOT GUN Description. Laser pointer/sight for weapon Brand: Pinty Rang: 300 feet or more Color: Red or green laser dot	2 units			22,500.00	45,000.00
Total			Rs. 384,800.00			
17% GST			Rs. 65,416.00			
Total Amount			Rs. 450,216.00			



Provide & Supply of Semi-Automatic Shotgun vide tender # ME/17/18-19

Page 4 | 7



- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 30 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provide & Supply of Semi-Automatic Shotgun.
- 3.3 Payment will be made after delivery and submission of invoice.
- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by the party.
- 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 Zulfiqar Security Company, 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 Zulfiqar Security Company, 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 Zulfiqar Security Company, 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 Zulfiqar Security Company, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article IX:
WARRANTY

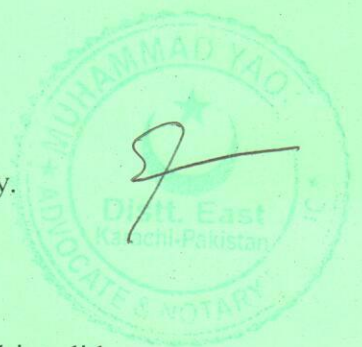
- 9.1 OEM warranty must be provided by the M/s Zulfiqar Security Company.

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

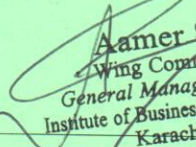


11.2 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.

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

11.4 All terms and conditions of tender vide # ME/17/18-19 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

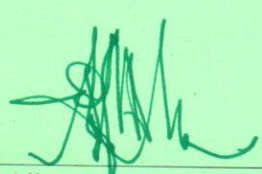
"IBA"
NAME: Aamer Shahbbir Khan
CNIC # _____

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

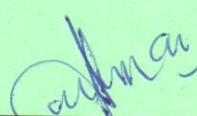



M/s Zulfiqar Security Company
SYED QAMAR ALI JAFFRI
CNIC # 42501-1534800-9

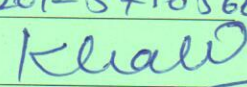
Address:
D-124, 2nd Floor, Main Tariq Road,
Block-2, PECHS, Karachi,

3. 
"IBA" **M. SOHAIL KHAN**
NAME: M. Sohail Khan
Institute of Business Administration
CNIC # Karachi-Pakistan


Address:
Sr. Manager Purchase & Stores
Institute of Business
Administration Main Campus
University Road, Karachi

4. 
M/s Zulfiqar Security Company
NAME: **GHULAM ABBAS**

CNIC # 45204-1610069-5
Address: _____

5. 
"IBA" **Khaliq Saeed Rishi**
CNIC # 42201-5710566-1

Address: Khaliq
IBA

6. 
M/s Zulfiqar Security Company
CNIC# 42401-3084279-1

Address: Ejaz Ahmed

