

356061



15 MAR 2022

M. MUSTAQEEM STAMP VENDOR

Shop # 18, Karim Plaza Near Civic Center, Karachi

Lic. No. 169

S. No.

DATE:

82-88

Aishad Hussain Toor
Advocate-16705 S.B.C

ISSUED TO WITH ADDRESS
 THROUGH WITH ADDRESS
 PURPOSE
 VALUE RS (ATTESTED)
 STAMP VENDOR SIGNATURE

AGREEMENT

Repairing / Re-upholstery & Parts Replacement Furniture (Framework Contract)

THIS AGREEMENT is executed at KARACHI, on this day May 24th 2022.

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).

AND

M/sDecent Furnishers, having its Office Plot # 24, 03, Area – 36-C, Landhi, 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. M. Ashraf, holding CNIC No. 644
=42201-1767558-5
on the SECOND PART.

Now it is hereby agreed and declared by and between the parties as follows:

WITNESSETH

WHEREAS "IBA" intends to obtain supplies & services vide tender # Maint/02/21-22 "Repairing / Re-upholstery & Parts Replacement Furniture (Framework Contract)" up to the entire satisfaction of the supplies to the "IBA" who has accepted the offer in a finished form complete in all respect. However, the terms and conditions of the tender SBD vide # Maint/02/21-22 would be integral part of this agreement.

Article I
DUTIES & SCOPE OF WORK AND AGREEMENT

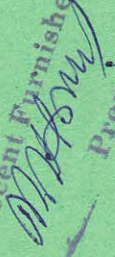
- 1.1 This Agreement includes, the "Repairing / Re-upholstery & Parts Replacement Furniture (Framework Contract) discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of "Repairing / Re-upholstery & Parts Replacement Furniture (Framework Contract)" to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.4 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.6 All logistic charges (if any) shall be borne by "THE SUPPLIER".
- 1.7 All item(s) must be provided on which the delivery execution, quantity, quality & specs are specified.
- 1.8 The Supplier will have to supply items within 03 days (three) after the issue of order/email at their own expenses or as and when required basis by IBA".
- 1.9 In case of delay completion penalty shall be imposed and recovered from the M/s Decent Furnisher's bill without any notice.
- 1.10 Agreed rate as per agreement will not revise during the agreement period.
- 1.11 IBA has a right to increase & decrease in quantity, supplier is bound to provide without any change in unit prices.
- 1.12 IBA reserve the right to cancel any or all the items if job is not in accordance with the specification or if the completion of services is delayed.

Article II
REMUNERATION

- 2.1 The cost offered by Supplier is on framework contract vide tender SBD # Maint/02/21-22, and following rates are fixed till the validity of this contract.

S/No	Particulars	Made By	Each	Rate Inclusive of All Taxes
1	Replacement of Hydraulic Systems	Taiwan	Each	1,900
2	Tilting Machine Economical (master Chair)	China	Each	2800
3	Tilting Machine Master Executive Type	China	Each	7500
4	Replacement of Arms set of (Aura & Genesis)	China	Each	750
5	Replacement of Base of Five Legs	Taiwan	Each	2850

6	Replacement of Revolving Chair Wooden Ply Set Seat & Back	China	Each	4500
7	Replacement of Back of Low-Back Chair (Master Aura & Genesis) (Fabric & Foam)	China	Each	3750
8	Replacement of Back of Hi-Back Chair (Master Aura & Genies) (Fabric & Foam)	China	Each	4200
9	Re-Upholstery of Low-Back Chair Complete (Aura & Genesis) Fabric Project	China	Each	3100
10	Re-Upholstery of Hi-Back Chairs Complete (Aura & Genesis) Fabric Project	China	Each	4350
11	Replacement of caster Wheels Size: 5 inch Low Back Chairs/ High Back Chairs	Taiwan	Each	975
12	Cushioning Work of Visitor Chairs (Foam) Low-Back & High Back Chairs Thickness of Foam: 2inch	Master Molty	Each	2100
13	Cushioning of Visitor Chair (Back Foam) Low-Back & HighBack Thickness of Foam 1/1/2"	Master Molty	Each	1800
14	Cushioning of Visitor Chair (Back Foam) Low-Back & Hgh Back Thickness of Foam: 1inch	Master Molty	Each	1500
15	Re-upholstery(Fabric) of Visitor Chair Seat & Back Low Back Chair	Project Fabric	Each	3050
16	Re-upholstery(Fabric) of Visitor Chair Seat & Back High Back Chair	Project Fabric	Each	4500
17	Upholstery of Wooden Chairs Fabric Seat & Back Foam & Fabric	Local	Each	2400
18	Repairing of MS Chairs Adding & Welding of MS Pipe at Back for Support	Local	Local	1000
19	Minor Fittings and repairing of Low Back & High Back Chair	Local	Each	450
20	New Arm of wooden Tablet Chair	Local	Each	1500
21	Replacement formica of arm Wooden Tablet Chair	Local	Each	1000
22	Iron Net replacement of Wooden Tablet Chair	Local	Each	1400
23	Minor repair and welding work wooden Tablet Chair	Local	Each	1200
24	Repair of Chair wooden tablet chair	Local	Each	600
25	Power Coating of Chair wooden Tablet Chair	Local	Each	1200
26	Cushioning Work of Tablet Chairs (Foam) Thickness of Foam: 2inch	Master Molty	Each	1500
27	Cushioning of Visitor Chair (Back Foam) Low-Back & HighBack Thickness of Foam 1/1/2"	Master Molty	Each	1200
28	Re-Upholstery of Single Seat Sofa (Fabric)	Local	Each	8900
29	Re-Upholstery of Two Seat Sofa (Fabric)	Local	Each	12900
30	Re-Upholstery of Three Seat Sofa (Fabric)	Local	Each	17800
31	Re-Upholstery of Single Seat Sofa (Leather)	Local	Each	8000
32	Re-Upholstery of Two Seat Sofa (Leather)	Local	Each	12500

M/s. Decent Furnishers

 Proprietor

33	Re-Upholstery of Three Seat Sofa (Leather)	Local	Each	17000
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2.2 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

2.3 Stamp duty of 0.35% for supplies against total estimated value of contract be paid the SUPPLIER by affixing treasury stamps of equivalent value.

2.4 All rules, regulations and policies will be governed in accordance with the SPPRA applicable guidelines.

Article III ARBITRATION

3.1 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 "THE SUPPLIER" 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 IV TERMINATION

4.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing 15 days' notice.

Article V INDEMNITY

5.1 "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 "Supplier", because of any defect in the title of IBA or any fault, neglect or omission by the "Supplier" which disturbs or damage the reputation, quality or the standard of Supplier provided to "IBA" and any person claiming through the IBA.

Article VI NOTICE

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

Article VII INTEGRITY PACT

7.1 Its intention not to obtain the 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).

M/S. P. and Furnishers
Proprietor

7.2 Without limiting the generality of the forgoing Supplier/ manufacturer / supplier
-/ distributor 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.

7.3 Supplier/ manufacturer/supplier/distributor 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

7.4 Notwithstanding any right and remedies exercised by the IBA in this regard,
manufacturer/supplier/distributor 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 Supplier as aforesaid
for the purpose of obtaining or inducing procurement/work/service or other
obligation or benefit in whatsoever from the IBA.

Article VIII
RENEWAL

8.1 This Agreement shall be renewed on mutually agreed terms & conditions after
completion of one year of satisfactory performance.

Article IX
WARRANTY

9.1 No downward deviation from the required specifications of furniture(s) shall
be accepted.

Article X
PAYMENT

10.1 Payment will be made on monthly basis against the Purchase Orders issued during a
month.

10.2 Submission of GST invoice alongside the GD/BoE of the delivered items with
satisfactory note shall be submitted.

10.3 No ADVANCE payment will be made.

M/s. Decent Furnishers
Proprietor

10.4 The billing period shall be 1st to 30th of every month while bills shall be submitted by 5th of every next month along with the documents mentioned in clause 10.2

Article XI
SEVERABILITY

11.1 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 XII
FORCE MAJURE

12.1 THE SUPPLIER shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of SUPPLIER and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

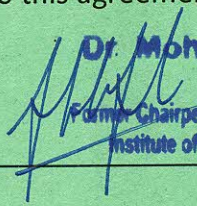
Article XIII
MISCELLANEOUS

13.1 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.

13.2 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.

13.3 All terms and conditions of tender SBD vide # Maint/02/21-22 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.


Dr. Mohammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

"IBA"

NAME: Dr. M. Asad Ilyas


CNIC # 42301-4497722-9

Address:

Registrar, Institute of Business
Administration Main Campus
University Road, Karachi

WITNESS:

1.


Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:


M/s. Decent Furnishers
Proprietor

M/S Decent Furnishers

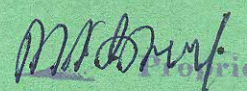
NAME: M. Ashraf

CNIC # 42201-1767550-5

Address: Plot # 24, 03, Area - 36-C,
Landhi, Karachi

M/s. Decent Furnishers

2.


M/s Decent Furnishers

CNIC # 42201-1767550-5

Address:

*Institute of Business
Administration Main Campus
University Enclave, Karachi*

Focal Person IBA
Mr. Muhammad Athar Rana

M/s. Deenat Furnishings
M. Deenat
Proprietor