

KAMRAN NEHAL STAMP VENDOR

Licence No 152 Shop No 1, Glamour Arcade  
Sector 11-I, North Karachi

48729

S.NO ..... DATE ..... 01 APR 2019

Issued for With Address .....

Through With Address ..... M. ABBAS BHUTTA

Purpose ..... Advocate 12525 H/C

Value Rs ..... Attested

Stamp Vendor's Signature .....

For Use Free Will &amp; Divorce Deed

Vendor not Responsible Any Fake Documentation

RUPEES ONE THOUSAND ONLY

**AGREEMENT****Provide & Supply of False Ceiling Fans**

THIS AGREEMENT is executed at KARACHI, on this day April...02..., 2019.

**BETWEEN**

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Imran Batada (Director ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

**AND**

M/s S. M. Saeed & Brothers, having its office at # S. 10, Noman Arcade Block-14, Gulshan-e-Iqbal, 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. S. M. Saeed**, holding CNIC No. 42000-0514292-3 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Provide & Supply of False Ceiling Fans vide tender # ME/21/18-19 for the Provide & Supply of False Ceiling Fans (IBA requirement) discussions in respect of the same before the determination of scope of supply will be held with "IBA" as "Provide & Supply of False Ceiling Fans" and "THE SUPPLIER" have offered to render all kind of Provide & Supply of False Ceiling Fans (including but not limited to the "Provide & Supply of False Ceiling Fans" of the proposed supply 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:**





**KAMRAN NEHAL STAMP VENDOR**

Licence No. 152 Shop No. 1, Glamour Arcade

Sector 11-I, North Karachi

**47669**

S.No. .... DATE .....

Issued To With Address ..... **2-2-MAR 2019**

Through With Address .....

By With Address ..... **MUHAMMAD YAQOUB**

Stamp Vendor's Signature: ..... **1 No 129**

Not For use: Free Will & Divorce Deed  
Vendor Not Responsible Any Fake Documentation

**(RUPEES FOUR HUNDRED ONLY)**

### WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "False Ceiling Fans" discussions in respect of the same with "IBA" before the determination of Provide & Supply of False Ceiling Fans with any/all other relevant details to "IBA" for False Ceiling Fans. "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 SUPPLIES AND AGREEMENT

1.1 This Agreement includes, "False Ceiling Fans", discussions with "IBA" before the determination of scope of supply with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

S.#	Specification
1	<b>Supply of False Ceiling Fans</b>  Size: 2ft x 2ft Blade Size: 18" Power: 220V / 50Hz Cooper: 99.9% Brand: Voldam With 01 Year Standard Warranty

1.2 "THE SUPPLIER" agrees to provide any/all kind of Supply of False Ceiling Fans to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 "THE SUPPLIER" will coordinate with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Supply of False Ceiling Fans.



- 1.4 “THE SUPPLIER” hereby agrees to accept variation, if occurred, in scope of 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 SUPPLIES**

- 2.1 “THE SUPPLIER” hereby agree and acknowledge for the periodic supervision of Supply of False Ceiling Fans 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 “THE SUPPLIER” hereby agrees to accept variation, if occurred, in scope of supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery on or before April 30, 2019.
- 2.5 The “Supplier” is committed to provide One year standard warranty with parts and free services from the date of delivery.
- 2.6 “THE SUPPLIER”, will provide all required/necessary transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # ME/21/18-19.

## **Article III** **REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. 389,650.00 (inclusive of all taxes) False Ceiling Fans vide tender # ME/21/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

S.#	Specification	Qty	Rate	Amount
1	<b>Supply of False Ceiling Fans</b>  Size: 2ft x 2ft Blade Size: 18” Power: 220V / 50Hz Cooper: 99.9% Brand: Voldam With 01 Year Standard Warranty	50	Rs.7,793.00	Rs.389,650.00
<b>Total</b>			Rs.389,650.00	
<b>17% GST</b>			----	
<b>Total Amount</b>			Rs.389,650.00	

- 3.2 Liquidated damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery up to 10% of the total contract value.
- 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 / 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), Custom Duty/Excise Duty etc 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 S. M. Saeed & Brothers, 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 S. M. Saeed & Brothers, 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 S. M. Saeed & Brothers, 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 S. M. Saeed & Brothers, 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 for item(s) as required by IBA on the basis of sample or in course of the supply 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.

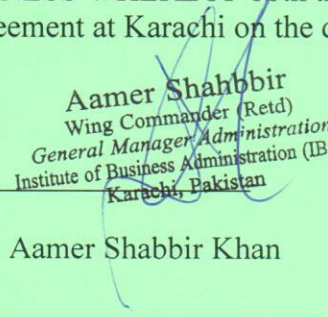
9.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

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 # ME/21/18-19 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 Shabbir**  
Wing Commander (Retd)  
General Manager Administration  
Institute of Business Administration (IBA),  
Karachi, Pakistan

"IBA"

NAME: Aamer Shabbir Khan

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

Address:

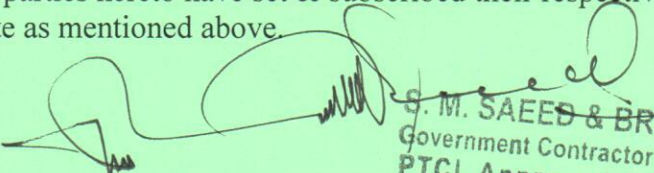
G. M. Admin Institute of Business  
Administration Main Campus  
University Road, Karachi

1. 

**M. SOHAIL KHAN**  
Manager Purchase & Stores  
Institute of Business Administration  
Karachi-Pakistan

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

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

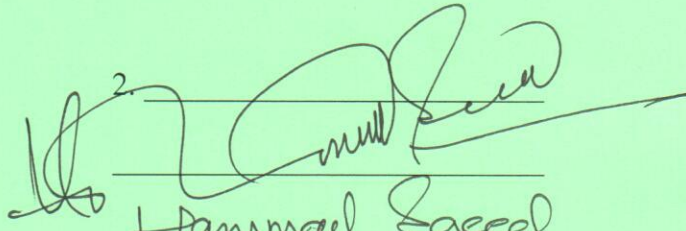
  
**S. M. SAEED & BROTHERS**  
Government Contractor & Supplier  
PTCL Approved Contractor  
Office S-10, Noman Arcade,  
Karachi

M/S S. M. Saeed & Brothers  
NAME: S. M. Saeed

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

Address:

S-10, Noman Arcade,  
Block-14, Gulshan-e-Iqbal, Karachi

2.   
**Hamza Saeed**

CNIC# 42101-5663940-1

Address: S-10 Noman Arcade,  
Block-14, Gulshan-e-Iqbal  
Karachi.