

734850



MOHAMMAD UMER STAMP VENDOR
Lic # 14, Shop # 114, New Ruby Centre,
Talpur Road, Beulton S.No.....
Market Karachi Date....21691

07 MAR 2019

RUPEES ONE THOUSAND ONLY

Issue to with Address.....
Through with Address.....
Purpose.....
Value Rs.....
Stamp Vendor's Signature.....
(NOT USE FOR FARE WILL & DIVORCE PURPOSE)
Vendor Not Responsible for Fake Documents

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day March...12..., 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 BSM Traders, having its office at # A-27, Ahmed Market SF-13, Block - E, North Nazimabad, 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. Ghulam Abbas, holding CNIC No. 42101-8647148-7 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply of Ceiling Fans vide tender # ME/14/18-19 for the Provide & Supply of 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 Ceiling Fans" and "THE SUPPLIER" have offered to render all kind of Provide & Supply of Ceiling Fans (including but not limited to the "Provide & Supply of 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:

P646097



MOHAMMAD UMER STAMP VENDOR
Lic # 14, Shop # 114, New Ruby Centre,
Talpur Road, Boulton
Market Karachi

07 MAR 2019

(RUPEES ONE HUNDRED ONLY)

S.No.....
Date....21693

Issue to with Address.....

Through with Address.....

Purpose.....

Value Rs.....

Stamp Vendor's Signature.....

(NOT FOR FGB FREE WILL & DIVORCE PURPOSE)

Vendor Not Responsible for Fake Documents

GHULAM HABIB (Lic 86315)
KBA No: 63

WITNESSETH

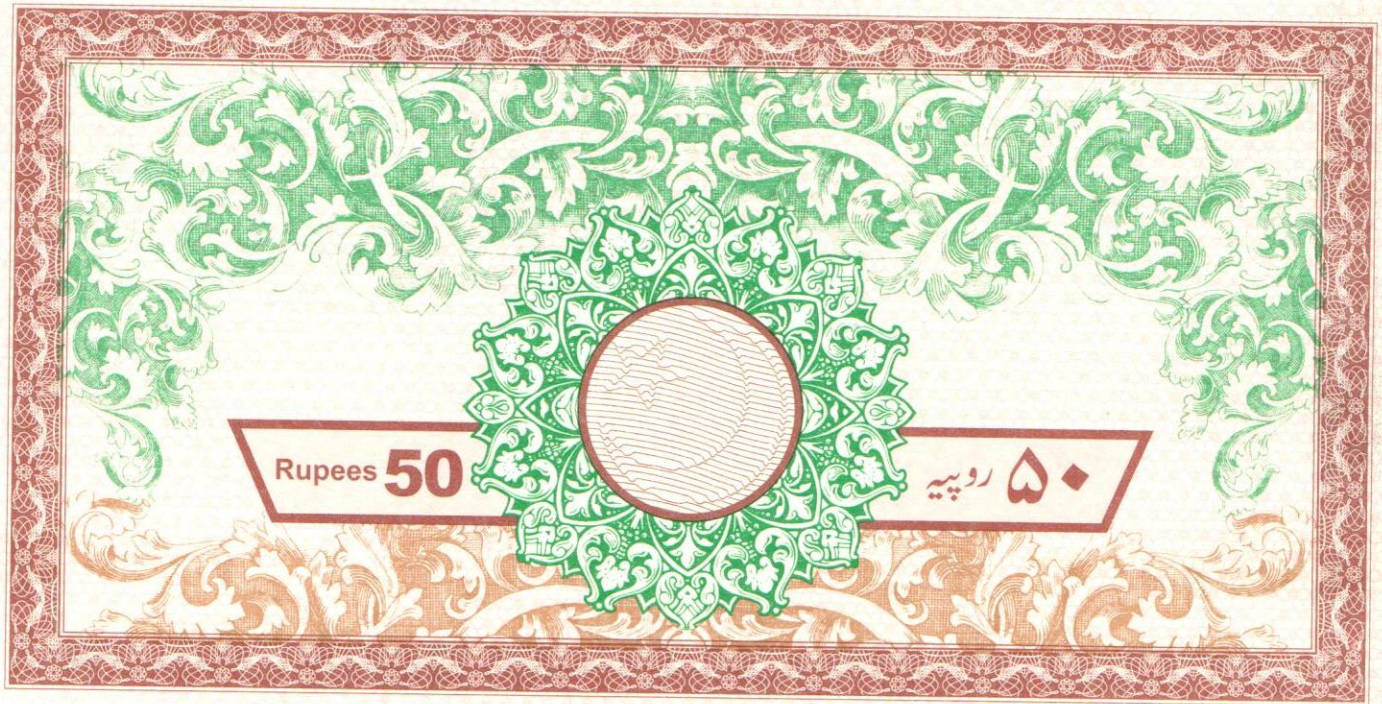
"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Provide & Supply of Ceiling Fans" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Ceiling Fans with any/all other relevant details to "IBA" for Provide & Supply of Ceiling Fans. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article 1:

DUTIES & SCOPE OF SUPPLIES AND AGREEMENT

- 1.1 "THE SUPPLIER" agrees to provide any/all kind of Provide & Supply of Ceiling Fans and Installation to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SUPPLIER" will coordinate their supply with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provide & Supply of Ceiling Fans.
- 1.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supply with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.

R303716



MOHAMMAD UMER STAMP VENDOR

Lic # 14, Shop # 114, New Ruby Centre,

Talpur Road, Boulton S.No.....

Market Karachi Date 21.6.14

Issue to with Address.....

Through with Address.....

Purpose.....

Value Rs..... Attached.....

Stamp Vendor's Signature.....

(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

Vendor Not Responsible for Fake Documents

07 MAR 2013

(RUPEES FIFTY ONLY)

1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.

1.5 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 the supply and to check the execution of Provide & Supply of Ceiling Fans in accordance with the Description & Specification.

2.2

2.3 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.

2.4 "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.

2.5 Delivery on or before March 28, 2019.

2.6 "THE SUPPLIER", will provide all required/necessary carpenter(s) / labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # ME/14/18-19.

2.7 THE SUPPLIER will provide Standard OEM

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 327,750.00 (inclusive of all taxes) Provide & Supply of Ceiling Fans vide tender # ME/14/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

| S.# | Specification | Qty | Rate | Amount |
|-------------------------|--|-------------|----------------|------------|
| 1 | Provide & Supply of Ceiling Fans Ceiling Type Fan Size: 56 INCHES Cooper: 99.9% Brand: Pak Deluxe Plus With 01 Year Standard Warranty | 75 units | 4,370.00 | 327,750.00 |
| Total | | | Rs. 327,750.00 | |
| 17% GST (if applicable) | | | As per rule | |
| Total Amount | | | Rs. 327,750.00 | |

- 3.2 Liquidity 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), 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 supplies 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 / supply 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 BSM Traders, 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 BSM Traders, 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 BSM Traders, 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 BSM Traders, as aforesaid for the purpose of obtaining or inducing procurement 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/14/18-19 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.

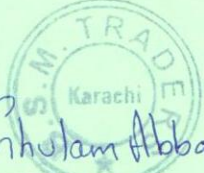
"IBA"
NAME: Aamer Shabbir Khan

Aamer Shahbbir
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan
CNIC # _____

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

1. _____
M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
CNIC # Karachi-Pakistan

Address: _____


Ghulam Abbas
M/s BSM Traders
NAME: Ghulam Abbas.

CNIC # 42101-8647148-7

Address:
A-27, Ahmed Market SF-13, Block - E,
North Nazimabad,
Karachi

2. Tahir Moiz

CNIC# 42101-8312627-7

Address: D-114 Nagina Sq Block-E
North Nazimabad