



KAMRAN NUNAI STAMP VENDOR
Lahore No 1, G-1, Noman Arcade
Sector 11-I, North Karachi

OFFICE SUPER
Stamp Office
RUPEES TWO HUNDRED ONLY
24 JAN 2018

S.No. 30189 DATE 08 FEB 2018
Issued To With Address
Through With Address
Purpose
Value Rs. SADAQAT ALI SHAIKH
Stamp Vendor's Signature L.A. No. 13353 A/1/1/1
For Use Free Will & Desire
Not Responsible Any Party

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day February...13....., 2018.

BETWEEN

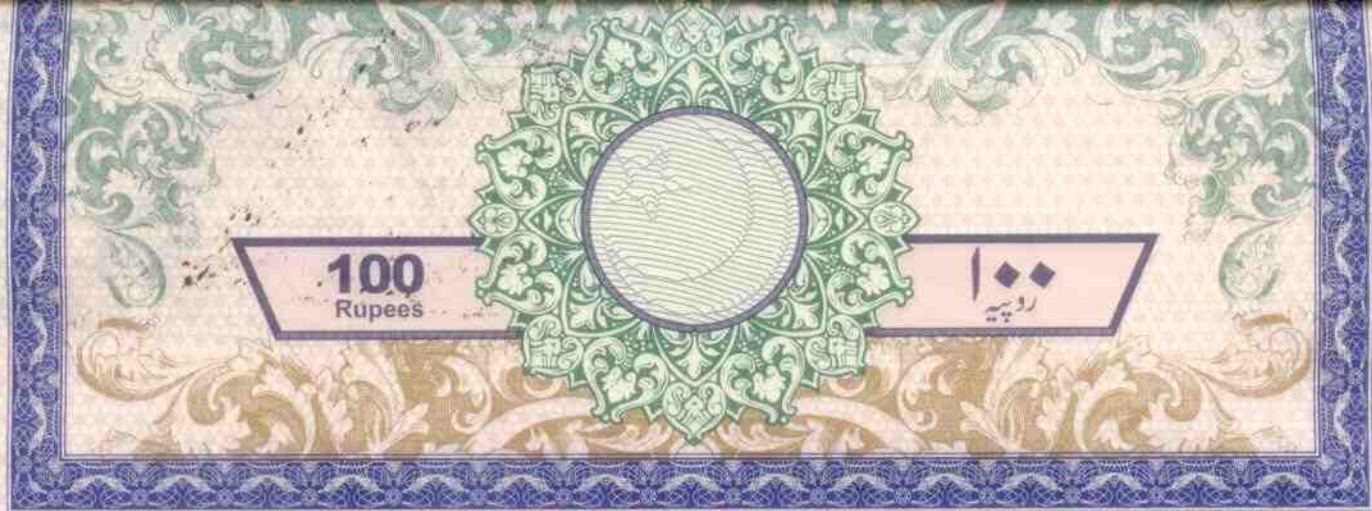
M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Road, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s 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 General & Maintenance Items vide tender # MISC/03/17-18 for the Provide & Supply of General & Maintenance Items (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "General & Maintenance Items" and "THE SUPPLIER" have offered to render all kind of General & Maintenance Items (including but not limited to the "General & Maintenance Items" 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.

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE



MUHAMMAD JUNAID Stamp Vendor
Licence No. 77, Shop No. 147, Mashriq Centre,
Block 14, Gulshan-e-Iqbal Karachi.

08 FEB 2018

RUPEES ONE HUNDRED ONLY

S. No. 19906 Date
Issued Address
Through Address
Purpose
Value Rs. Attested
Stamp Vendor's Signature
Not Used for Will / Divorce Vendor & Advocate will not
be responsible for any Fake Documentation

Sadaqat Ali Siddiqui
Advocate
Ledger No. 13353 Khi.

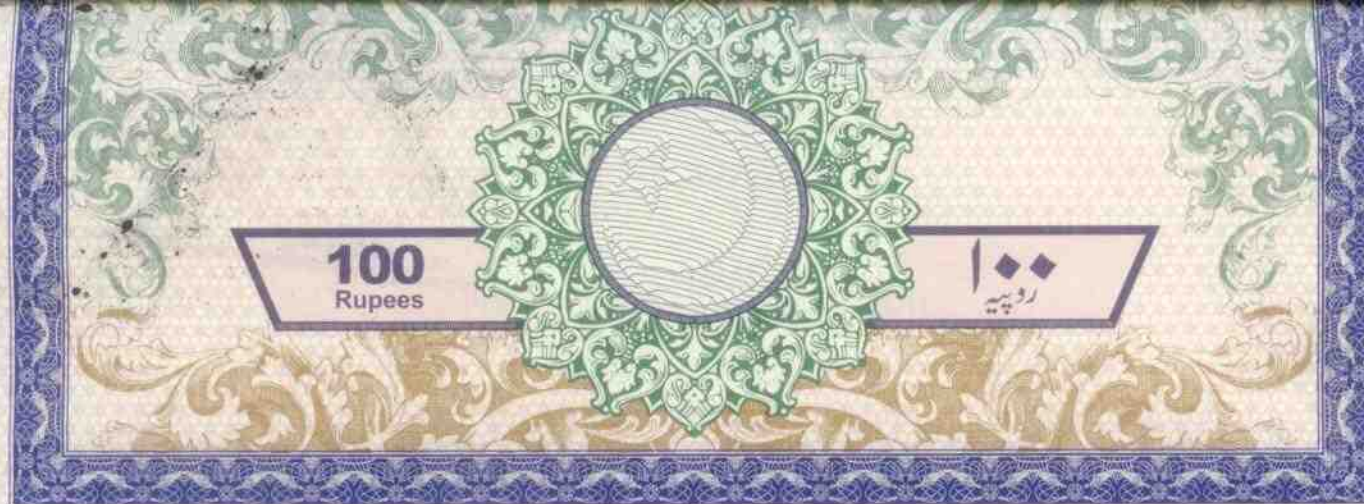
WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "General & Maintenance Items" discussions in respect of the same with "IBA" before the determination of Scope of Work General & Maintenance Items to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for General & Maintenance Items. "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 WORK AND AGREEMENT

1.1 This Agreement includes, the "General & Maintenance Items", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

S.#	Specification	Qty	Quoted Brand & Model	Rate	Amount
General Items					
1	Soft Broom (Phool Jharoo) As per sample	126	As per sample	75.90	9,563.40
2	Brush for Carpet	2	As per sample	55.00	110.00
3	Mortien Spray Mosquito & Fly Killer 400ml Mortein Naturgard	142	Naturgard	302.40	42,940.80
4	Soap (Toilet) 100 g, Brand: Tibet	12	Tibet	36.80	441.60



MUHAMMAD JUNAID Stamp Vendor
Licence No. 77, Shop No. 147, Mashriq Centre,
Block 14, Gulshan-e-Iqbal Karachi.

08 FEB 2018

RUPEES ONE HUNDRED ONLY

S. No. 19907 Date
Issued In Address
Through Address
Purpose
Value Rs.
Stamp Vendor's Signature
Not Used for Will, Divorce, Vendor & Advocate will not be responsible for any loss or damage.

Sadaqat Ali Siddiqui

Advocate

Ledger No. 13353 Khi.

Stamp Vendor's Signature	Brand	Glint			
Dishwashing Powder					
6	Packing: 450 g bag Brand: Vim / Max	168	Max/Vim	59.36	9,972.48

Maintenance Items

1	Brasso Polish Brasso Metal Polish Original (200ml) Brasso	3	Brasso	169.00	507.00
2	Sutli / Plastic rope 500g pack 1 kg roll, As per sample	10		145.00	1,450.00
3	Water Filter Carbon Carbon, Brand: So~Safe	60	So-safe	616.00	36,960.00
4	Battery Cell for Mic 9V Size: 9V, Brand: Energizer	36	Energizer	246.40	8,870.40
5	Battery Cell Type: AA Brand: Energizer	636	Energizer	38.80	24,676.80
6	Battery Cell for AC Remote (AAA) Type: AAA, Brand: Energizer	108	Energizer	38.80	4,190.40
Total					151,382.88
17% GST					25,735.09
Total Amount					177,117.97

1.2 "THE SUPPLIER" agrees to provide any/all kind of General & Maintenance Items 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 General & Maintenance Items.

services and works 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 work and to check the execution of General & Maintenance Items 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 professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery 10 days after approval of samples.
- 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 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 # MISC/03/17-18.

Article III

REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 177,117.97 (inclusive of all taxes) Provide & Supply of General & Maintenance Items vide tender # MISC/03/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc.
- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages 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. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of General & Maintenance 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 @ 0.35% of the cost of transaction / work 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.

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

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 work 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.

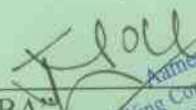
9.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.


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 # MISC/03/17-18 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.


NAME: Aamer Shabbir Khan
CNIC # _____
Address:
G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi

1. 

CNIC # _____
Address: _____


NAME: S. M. Saeed
CNIC # _____
Address:
S-10, Noman Arcade,
Block-14, Gulshan-e-Iqbal, Karachi

2. 
Hammat Saeed.

CNIC# 42101-5663940-1
Address:
S-10, Noman Arcade,
Block-14, Gulshan-e-Iqbal, Karachi