

AZAM ALAM STAMP VENDER

2 4 SEP 2021

Licence #.59, G-7, Spanis Homes, Phase-1, D.H.A. Karachi

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**AGREEMENT** 

Provision of Tables

THIS AGREMENT is executed at KARACHI, on this day September 28, 2021.

#### **BETWEEN**

M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Enclave, 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 Honesty Furnishers, having its office at C-6/3, Manzoor Colony, Punjab Road, Karachi, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Muhammad Hussain Khatri, holding CNIC No. 42301-0909022-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision of Tables vide tender # FUR/02/21-22 for (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision of Tables" and "THE SUPPLIER" have offered to render all kind of Provision of Tables including but not limited to the "Provision of Tables" 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 PARTIES AS FOLLOWS:

#### WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Provision of Tables" discussions in respect of the same with "IBA" before the determination of Scope of Provision of Tables. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.



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S.NO. .... DATE

Through With Address

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Purpose Muhammad Warls Khan Almen

Stamp Vendor's Signature ..... Afterted TANVOCATE Leger. 15113

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Article I

#### **DUTIES & SCOPE OF SUPPLY AND AGREEMENT**

- 1.1 This Agreement includes, the "Provision of Tables", 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 Provision of Tables 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 Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision of Tables.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".

#### Article II

#### **SCOPE OF PROFESSIONAL SUPPLIES**

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provision of Tables in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER hereby agrees and acknowledge the acceptance of attending meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery on or before November 10, 2021.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.

TI ID (02 (24 22



SHAHABUDDIN STAMP VENDOR
Lie # 146, Office # 36, 4th Floor, Court Chambers Building,
Sr. No. 2650 Sr. No..... Karachi.

DATE.....

ISSUED TO WITH ADDRESS: MUHAMMAD YAQOOB THROUGH WITH ADDRESS: Advocate L.No.1459

STAMP VEN 2018 SIGNATURE SUPPLIER", Will provide all required/necessary labor(s) / transportation(s) / (NOT FOR FRCartage(s) what so eyer signatured to complete the procurement at the cost/charges Vendor Not Ramound offered of the tender vide # FUR/02/21-22

## Article III

0 6 SEP 2021

## REMUNERATION

3.1 The cost offered by the Supplier is Rs.438,984.00 (inclusive of all taxes) Provision of Tables vide tender # FUR/02/21-22 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended belo

Description	Size	Quan tity	Rate	Amount
Providing, fabricating and fixing of Table of various sizes consisting of 1-1/2"x1-1/2" powder coated MS tube 16 gauge MS work should be finished in 3-4 microns chrome finish i/c 1-1/2" thick laminated MDF top with oak wood lipping of approved sample and color, complete in all aspects including the supply and fixing of 30 no. technology boxes consisting 1 no. flat pin power with wiring as approved.  MDF 25mm thick of approved sample available at Library.	1'-9" x 9'	4	Rs. 48,800.00	Rs. 195,200.00
Technology box, switch, sockets, face plate – Clipsal or equivalent Wiring – 2.5 mm cable - Pakistan cable or equivalent	1'-9" x 8'	1	Rs. 44,800.00	Rs. 44,800.00
	1'-9" x 5'-6"	4	Rs. 33,800.00	Rs. 135,200.00
Total			Rs. 375,200.00	
GST 17%			Rs. 63,784.00	
Total Amount			Rs. 438,984.00	

PURPOSE.



VALUERS 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Purchase STAMP VENDOR'S SIGNARD FIGURE TOTAL COST WIll be imposed in case of delayed delivery. Liquidity (NOT FOR FREE WILL & DIVORCE PURPOSE) Vandor Not Responsible For 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 Provision of Tables.

- 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.



ISSUED TO WITH ADDRESS: MUHAMMAD YAQOOB
THROUGH WITH ADDRESS: Advocate L.No.1459
PURPOSE

ATTACHED ..

VALUE RS ....

STAMP VENDOR'S SIGNATURE ...

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OFFICE SUPERINTENDENTS
Stamp Office City Court
RUPEES FIFTY ONLY

### Article VI INDEMNITY

(NOT FOR FREE, WILL & COUPER PURPOSE 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 Honesty Furnishers, 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.



SHAHABUDDIN STAMP VENDOR Lic # 146, Office # 30, 4th Floor, Court Chambers Building,

Opposite City Courts,

PURPOSE.

Sr. No.....

Karachi.

DATE..... ISSUED TO WITH ADDRESS: MUHAMMAD YAQOOB THROUGH WITH ADDRESS: Advocate L.No.1459

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0 6 SEP 2021



VALUERS 8:3 / M/s Homesty Furnishers, accepts full responsibility and strict liability for making any STAMP VENDOR'S SIG (NOT FOR FREE talse declaration/statement, not making full disclosure, misrepresenting facts or Vendor Not Respecting 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, contact, 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 Honesty Furnishers, 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 Honesty Furnishers, 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 At least 01 year warranty must be provided by the M/s Honesty Furnishers.

## 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**

11.1Any 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.



SHAHABUDDIN Lic # 146, Office # 30, 4th Flo	STAMP VENDOR or, Court Chambers Building,
Opposite City Courts,	Sr. No
Karachi.	DATE
ISSUED TO WITH ADDRESS:	
THROUGH WITH ADDRESS:	Advocate L.No.1459
PURPOSE	
VALUE RS	
STAMP VENDOR'S SIGNATURE	
(NOT FOR FREE WILL!	

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0 6 SEP 2021



Vendor No 1/102 pv attend (s Faxil Decharded over by the "IBA" or vet the cost with authentic stamp and signature.

- 11.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be corrected and abide by the same.
- 11.4The validity of the contract will be effective from the date of issue of Purchase Order.
- 11.5 All terms and conditions of tender vide # FUR/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 IIyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan
M/s H

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NAME: Dr. Muhammad Asad Ilyas

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

Address:

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

M/s Honesty Furnishers NAME: Muhammad Hussain

CNIC # 42301-0909022-3

Address:

C-6/3, Manzoor Colony, Punjab Road, Karachi.



IZANT ALASTAME VENDER
Licence # 1987 Spanis Hanes Phase 1, D.H.A. Karachi

0 8 SEP 2021

(RUPEES FIFTY ONLY)

S.NO. DATE

Issued To With Address Munammed Waris Khan Ajmeri
Through With Address Advocate Leger. 15113

Syed Fahad Jawed

CNIC# 42201-91251363

Address:

Head of Procurement

Institute of Business

Administration Main Campus University Enclave, Karachi

Focal Person IBA

Muhammad Anwar / Chief Librarian

M/s Honesty Furnishers

NAME: Muhammad Mubeen CNIC # 42301-5338887-5

Address:

C-6/3, Manzoor Colony, Punjab Road

Karachi