



ZAFAR ULLAHA KHAN Stamp Vendor

Licence No. 99 Shop No. 412

4th Floor, Tahir Plaza, Near City Court Karachi

SNO. 12804 DATE 29 DEC 2016

ISSUED TO WITH ADDRESS: Honesty Furnishers.

THROUGH WITH ADDRESS:

PURPOSE:

VALUE RS. 1000

STAMP VENDOR SIGNATURE: [Signature]

NOT USE FOR FREE WILL &amp; DIVERSE PURPOSE

(RUPEES ONE THOUSAND ONLY)

**AGREEMENT**

THIS AGREEMENT is executed at KARACHI, on this day December... 30..., 2016.

**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 Honesty Furnishers**, having its office at **Plot No. 3, Street 6, Sector 'C' Punjab Road, Manzoor Colony, Karachi-75460**, 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**, holding CNIC No. 42301-0909022-3 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain furniture items vide tender # FUR/01/16-17 for the Fabrication, Supply & Fixing of Furniture Items (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Furniture Works" and "THE SUPPLIER" have offered to render all kind of fabrication, fixing of furniture items (including but not limited to the "Furniture Works" 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.





ZAFAR BILAL Stamp Vendor

Licence No. 99 Shop No. 412

4th Floor, Taha Plaza, Near City Court Karachi

BNO. 12803 DATE 29 DEC 2016

ISSUED TO WITH ADDRESS: Honesty Furnishers

THROUGH WITH ADDRESS:

PURPOSE:

VALUE RS. 200

STAMP VENDOR SIGNATURE: [Signature]

NOT USE FOR FREE WILL & DIVORCE PURPOSE

RUPEES TWO HUNDRED ON

### WITNESSETH

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

1.1 This Agreement includes, the "furniture work", discussions with "IBA" before the determination of scope of work to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

S. No.	Item Name	Specification	Quantity	Rate	Amount
				(Rs.)	(Rs.)
1	Office Tables with side tables NEW	Work Station with top 1" thick made of high pressure laminate (0.6 mm thick Tuff by Fomite) pressed on particle board with 2mm thick PVC edging resting on 2" x 1/4" MS strip powder coated from one side and on side rack	1	33,300.00	33,300.00

2	Revolving Chair	Functional, ergonomic and eminently aesthetic of manually adjusted controls. Fully Synchronized knee tilt (European-type) mechanism for full body hugging lumbar support regardless of the degree of inclination. Front pivoted for extra stability Fixed position angle control at desired position. Extra torsion adjustment control. Translucent mesh black imported from USA (Matrix Mesh) for extra comfort and flexibility to provide perfect posture support to the user. Lumbar height adjustment-precision point of support for individual body formation with adjustable PU pad (2- 21/2" travel). Guaranteed PU Master Molty-Excel Foam with black breathable Mesh Fabric seat. Adjustable seat height-gas lifts type and swivel. 5-prong pressure die cast Aluminum/Nylon with reinforced fiber glass base of 660mm Dia for added seating support. Twin wheel castors, which meet requirements of BIFMA and DIN standards.	2	19,400.00	38,800.00
3	Guest Chairs	Provide and supply visitor chair of master or equivalent Aura ECO VC with A1 fabric	4	7,700.00	30,800.00
4	Filing Cabinets	Top 1" thick made of high pressure laminated (0.6 mm thick Tuff by formite) pressed on particle board with 2mm thick pvc edging. CTURE MADE OF laminated board with PVC edging with premium quality hard ware for sliding shutters. Size: 5'-0" x 2'-0" x 2' - 6"	1	24,700.00	24,700.00
5	Small sofa 4 seater with small table	<b>Specification of Sofa</b> Wooden Frame Upholstery with Premium Quality Foam & Fabric / Leatherette / Cloth Color: Grey 6mm Thick Stainless Steel Strip Length: 1300mm Width : 600mm Height: 425 mm	03 sets	52,800.00	158,400.00



	Material: Tempered Glass and chrome plating leg Appearance: Modern Folded: No Size: 1100*600 Glass Thickness: 10mm		
<b>Total</b>			<b>Rs. 286,000.00</b>
<b>17% GST</b>			<b>Rs. 48,620.00</b>
<b>Total Amount</b>			<b>Rs. 334,620.00</b>

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of furniture works 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 Manager Purchase & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed furniture work.
- 1.4 "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.
- 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 Furniture Work in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Manager Purchase & 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 30 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 project at the

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

- 3.1 The cost offered by the Supplier is Rs. 334,620.00 (inclusive of all taxes) Fabrication, Supply & Fixing of Furniture Items but limited to in tender vide # FUR/01/16-17 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 Work Order. Work will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Furniture 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 Work 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.

### **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



**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.
- 8.3 M/s Honesty Furnishers, 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 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:**  
**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 fabrication, 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

9.4 The validity of the contract will be effective from the date of issue of Work Order.

9.5 All terms and conditions of tender vide # FUR/01/16-17 will be the integral part of this agreement and can't be revoked.

9.6 The furniture fabricators / firms / dealers must ensure that specified article/items should be presented for approval before start of work. Unavailability of article/items at the time of Work Order or material shortage due to any reason whatsoever would lead to forfeiture of Bid Security.

9.7 M/s Honesty Furnishers must ensure that specified article/items should be presented for approval before start of work. Unavailability of article/items at the time of Work Order or material shortage due to any reason whatsoever would lead to forfeiture of Bid Security.

9.8 Sample must be provided to Purchase Office for approval before start of work.

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"

  
**JAMI MOIZ**  
**REGISTRAR**

NAME: Jami Moiz ~~Institute~~ of Business Administration  
Karachi, Pakistan

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

Address:

Registrar, Institute of Business  
Administration Main Campus

University Road, Karachi

WITNESS:

1. 

**M. SOHAIL KHAN**

Manager Purchase & Stores

Institute of Business Administration

CNIC # Karachi-Pakistan

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

For Honesty Furnishers

  
Proprietor

M/S HONESTY FURNISHERS.

NAME: Muhammad Hussain

CNIC # 42301-0909022-3

Address: Plot No. 3, Street Sector 'C'  
Punjab Road, Manzoor Colony,  
Karachi-75460

2. 

Muhammud

Mubeen

CNIC # 42301-5338887-5

Address: C-6/3 Punjab Road

Manzoor Colony Karachi