



Muhammad Arshad Chohan Stamp Vendor  
L. No. 27, Seat No 3,  
City Court, Karachi

01 JUN 2018  
**AGREEMENT**



S.No. 16977 Date \_\_\_\_\_  
ISSUED TO M/s \_\_\_\_\_  
THROUGH TO M/s \_\_\_\_\_  
PURPOSE \_\_\_\_\_  
VALUE 2000/- (TWO THOUSAND)  
STAMP VENDOR'S SIGNATURE \_\_\_\_\_  
Lsg: 3155 HC

THIS AGREEMENT is executed at KARACHI, on this day June....., 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 Hamza T Contractor & General Order Supplier, having its office at Government Teacher Housing Scheme C-18, 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. Tanweer, holding CNIC No 42000-5301528-9 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Supply of Wire & Cables vide tender # ME/28/17-18 for the Supply of Wire & Cables (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply of Wire & Cables" and "THE SUPPLIER" have offered to render all kind of Supply of Wire & Cables (including but not limited to the "Supply of Wire & Cables" 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.

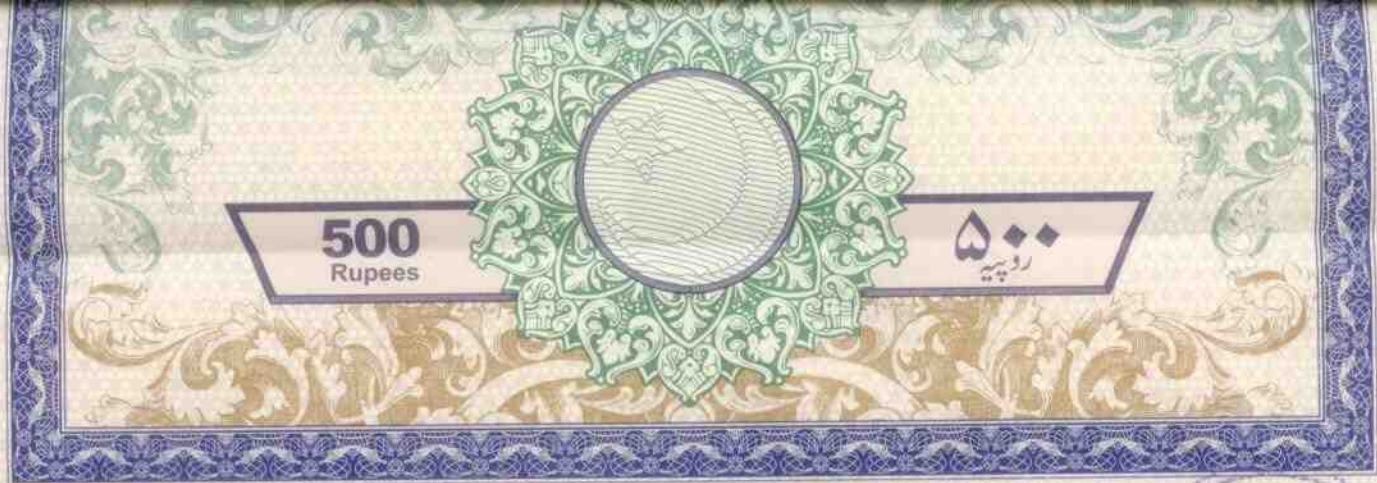
**NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**WITNESSETH**

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Supply of Wire & Cables" discussions in respect of the same with "IBA" before the







Muhammad Arshad Chohan Stamp Vendor

L. No. 27, Seat No. 3,

City Centre, Karachi

S.No. 16888

ISSUED AT

THROUGH

PURPOSE

VALUE

STAMP VENDOR'S SIGNATURE

31 MAY 2018

suitable scale with any/all other relevant details for presentation to "IBA" for supply of Wire & Cables. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

ANWAR AHMED Advocate

Cell: 3155 MC

### Article I:

### DUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Supply of Wire & Cables", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Supply of Wire & Cables 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 Supply of Wire & Cables.
- 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 Supply of Wire & Cables 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.



2.6 "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/28/17-18.

### Article III **REMUNERATION**

3.1 The cost offered by the Supplier is Rs. 712,494.00 (inclusive of all taxes) Supply of Wire & Cables vide tender # ME/28/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

S.#	Description	Qty	Quoted Brand	Rate	Amount
1	2 core cable 4mm PVC	5	Pakistan Cable	14312 P. Coil	71,560.00
	Pakistan Cable				
2	Wire 03/0.029" (Black)	10	Pakistan Cable	2100 P. Coil	21,000.00
	Pakistan Cable				
	Wire 03/0.029" (Red)	10	Pakistan Cable	2100 P.Coil	21,000.00
	Pakistan Cable				
	Wire 07/0.029" (Black)	10	Pakistan Cable	4490 P.Coil	44,900.00
Pakistan Cable					
3	Wire 07/0.029" (Red)	10	Pakistan Cable	4490 P.Coil	44,900.00
	Pakistan Cable				
4	Wire 07/0.044"	10	Pakistan Cable	8690 P.coil	86,900.00
	Pakistan Cable				
5	2 Core Wire 23/0.076 (Flexible)	20	Pakistan Cable	5067 P.Coil	101,340.00
	Pakistan Cable				
6	4 core – 6 mm Coil	5	Pakistan Cable	43474 P.Coil	217,370.00
	Pakistan Cable				
Total			Rs. 608,970.00		
17% GST (where applicable)			Rs. 103,524.90		
Grand Total			Rs. 712,494.90		

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 Supply of Wire & Cables



Government treasury by the SUPPLIER. This paid stamp duty challan should 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 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 Hamza T Contractor & General Order Supplier, 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 Hamza T Contractor & General Order Supplier, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure,

Hamza T Contractor & General Order Supplier, 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 Hamza T Contractor & General Order Supplier, 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 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/28/17-18 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.



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

NAME: Aamer Shahbbir 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: \_\_\_\_\_

M/s Hamza T Contractor & General  
Order Supplier

NAME: Tanweer

CNIC # 42000-5301528-9

Address:

Government Teacher Housing Scheme,  
C-18 Karachi

2. Muhammad Tanweer

CNIC# 42000 0441308-5

Address: Teacher Housing Society  
Karachi

