



MUHAMMAD ASHRAF GUJJAR STAMP VENDOR

Licence No. 48, House No. 1085 Street No. 1,
Liaquat Ashraf Colony No. 2, Mehmoodabad No. 6, Karachi

S. No. 2585 DATE 11 JAN 2017
ISSUED TO WITH ADDRESS Gujrat Steel
THROUGH WITH ADDRESS Karachi
PURPOSE _____
VALUE RS 2000
STAMP VENDOR'S SIGNATURE [Signature]

11 JAN 2017

(RUPEES TWO THOUSAND ONLY)

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day January 24, 2017.

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 Gujrat Steel (Pvt) Ltd, having its office at 183-A, M. Shahrah-e-Iraq, Saddar, Karachi-74400, 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 Amin, holding CNIC No. 42201-1251631-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain of Steel Cabinets & Compress Filling Rack vide tender # ME/03/16-17 to Provide, Supply & Fixing of Steel Cabinets, Steel Racks & Compress Filling Rack (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Steel Cabinets & Compress Filling Rack" and "THE SUPPLIER" have offered to Provide, Supply & Fixing of Steel Cabinets, Steel Racks & Compress Filling Rack as per IBA standards & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all



MUHAMMAD ASHRAF GUJJAR STAMP VENDOR

17 JAN 2017

(RUPEES ONE THOUSAND ONLY)

Licence No. 48, House No. 1085 Street No. 1,
Liaquat Ashraf Colony No. 2, Mehrauli, District 5, Karachi

S.N. 26565

ISSUED WITH ADDRESS Capital Steel

THRU WITH ADDRESS IBA

PURPOSE for

VALUE for

STAMP VENDOR'S SIGNATURE if

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Steel Cabinets & Compress Filling Rack" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Steel Cabinets & Compress Filling Rack. "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 SUPPLIES & AGREEMENT

1.1 This Agreement includes, the "Steel Cabinets & Compress Filling Rack", discussions with "IBA" before the Provide, Supply & Fixing of Steel Cabinets, Steel Racks & Compress Filling Rack to "IBA". The description/BoQ is appended below:

S#	Items	Qty	Rate (Rs.)	Amount (Rs.)
1	Steel File Cabinet Size: 51"H x 18"W x 24"D Color: Oyester Grey 4 drawer's filling cabinet Material CRC E.G. grade 1 imported, thickness 0.8mm to 2mm Drawer running on double ball bearing system All drawers have built-in handle and card frame Drawers have cradle for hanging craft pockets. Cabinet fitting with cylinder lock & keys in duplicate.	04 units	11,900.00	47,600.00



MUHAMMAD ASHRAF GUJJAR STAMP VENDOR

11 JAN 2017

RUPEES TWO HUNDRED ONLY

Licence No. 48, House No. 1085 Street No. 1,
Liaquat Ashraf Colony No. 2, Menmouhaddi No. 5, Karachi

S. No. 2573/ DATE

ISSUED TO ADDRESS ANIS AHMED Advocate
THROUGH WITH ADDRESS

PURPOSE Packed in polythene sheet

VALUE RS. 200 **Steel File Rack**

STAMP VENDOR'S SIGNATURE

2	<p>Size: 6'H x 48"W x 15"Deep</p> <p>Color: Grey</p> <p>CRC E.G. grade 1, imported materials are used.</p> <p>Upright: 1/1-2" x 1/1-2" x 2mm thick</p> <p>Shelves Made of 1mm (20 Gauge)</p> <p>Shelving Size: 48"x15" with 5 shelves including top & bottom.</p> <p>Installed with back & side strip of rack.</p> <p>Load bearing capacity 80 to 90 kgs/pr Level.</p> <p>Adjustable shelving system.</p> <p>Corner plates are used to strength with upright 2mm thick.</p> <p>Galvanized nuts, bolts & washers are used.</p> <p>Oven baked paint at 150°C with complete process like degreasing, derusting & phosphating.</p> <p>Packed in polythene sheet</p>	09 units	9,900.00	89,100.00
3	<p>Compress Filling System with Fitting</p> <p>Size: 84"height x 120" width x 28" depth</p> <p>Each rack 6 shelve</p> <p>5 compartment with track and heavy duty baring handle powder coted choice color sheet</p> <p>gauge 20swg MS angle 14-gauge unit</p> <p>approximately 2000kg loading capacity with staring wheel handle</p>	08 units	77,800.00	622,400.00

Rs. 759,100.00

- 1.2 "THE SUPPLIER" agrees to provide all above mentioned Steel Cabinets & Compress Filling Rack as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their supplies with Manager Security, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Steel Cabinets, Steel Rack & Compress Filling Rack.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supplies 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 supply and to check the delivery of Steel Cabinets & Compress Filling Rack 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 supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Minimum 2 (Two) months after Approval of Sample(s) will be required to deliver the Steel Cabinets, Steel Racks & Compress Filling Rack at the SUPPLIER'S expense.
- 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 labor(s) / transportation(s) / cartage(s) what so ever required to complete the delivery of Steel Cabinets, Steel Racks & Compress Filling Rack at the cost/charges amount offered in the tender vide # ME/03/16-17.

Article III

REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 888,147.00 (inclusive of all taxes) Provide, Supply & Fixing of Steel Cabinets, Steel Racks & Compress Filling Rack but limited to in tender vide # ME/01/16-17 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.

- 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 any time after issuing a 15 days' 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).

contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

8.3 M/s Gujrat Steel (Pvt) Ltd 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 Gujrat Steel (Pvt) Ltd 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 Gujrat Steel (Pvt) Ltd 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 in the contents as required by the contractor on proof sample or in course of the supplies 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(S) 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/03/16-17 will be the integral part of this agreement and can't be revoked.

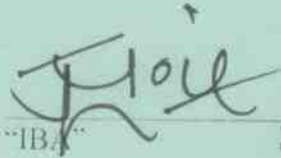
9.6 Life Insurance / Security of worker will be the responsibility of manufacturers / companies / distributor / dealers / suppliers / firm. IBA will not be responsible for any mishap

9.7 Manufacturers / companies / distributor / dealers / suppliers / firm will provide all required / necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the work.

9.8 Manufacturers / companies / distributor / dealers / suppliers / firm 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

9.10 All logistics charges i.e. transportation/carriage/lifting to 4th floor of Fauji Foundation Building, IBA Main Campus fixing, labour will be borne by the manufacturers / companies / distributor / dealers / suppliers / firm at his own expense.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.



JAMI MOIZ
REGISTRAR
Institute of Business Administration
Karachi, Pakistan

NAME: Jami Moiz

CNIC # _____

Address: _____

Registrar, Institute of Business
A. M. Shahrab-e-Iraq
Administration Main Campus
University Road, Karachi

WITNESS:

1. 

M. SOHAIL KHAN
Manager Purchase & Stores

Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____



M/S M/s Gujrat Steel (Pvt) Ltd

NAME: Muhammad Amin

CNIC # 42201-1251631-3

Address: _____

Address: Gujrat Steel (Pvt) Limited 183-
Saddar, Karachi-74400

2. 



CNIC # 42101-8520277-1

Address: Shadman Town no. 2

Karachi