

STAMP OFFICE CITY COURT, KARACHI

(RUPEES TEN THOUSAND ONLY)

Issued to Talast T-Ball

CNIC/LEG No. FIRST NO.

Vide D.S.R. No. Dt. 1/1/19

for the purpose of Fast the purpose of

for the purpose of\_\_\_\_\_\_

AGREEMENT

### 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 Haseen Habib Trading (Pvt) Ltd, having its office at # Haseen Habib House 65-C, Street 7, Main Jami Commercial, DHA, Phase-VII, 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 Executive Director Mr Jawad Barry, holding CNIC No. \_\_\_\_\_\_\_ on the SECOND PART.

WHEREAS "IBA" intends to obtain Fire Extinguishers & Equipment vide tender # ME/03/18-19 for the Provide & Supply of Fire Extinguishers & Equipment (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provide & Supply of Fire Extinguishers & Equipment" and "THE SUPPLIER" have offered to render all kind of Provide & Supply of Fire Extinguishers & Equipment (including but not limited to the "Provide & Supply of Fire Extinguishers & Equipment" 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.



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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 "Provide & Supply of Fire Extinguishers & Equipment" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Fire Extinguishers & Equipment to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Provide & Supply of Fire Extinguishers & Equipment. "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 SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Provide & Supply of Fire Extinguishers & Equipment", 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 Provide & Supply of Fire Extinguishers & Equipment 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 Provide & Supply of Fire Extinguishers & Equipment.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 All logistic charges will be borne by "THE SUPPLIER".





MUHAMMAD HANIF STAMP VENDOR
Licende Nood, Seat No. 52, City Court Karachi
S. No. 7 396 DATE
SSUED TO WITH ADDRESS Ghulam Habib
THROUGH WITH ADDRESS Advocate
PURPOSE
VALUE RS (ATTESTED)
STAMP VENDOR'S SIGNATURE

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RUPEES ONE THOUSAND ONLY

# Article II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provide & Supply of Fire Extinguishers & Equipment 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 Deliveryon or before Jan 30, 2019
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLLIER", will provide all required/necessary 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/03/18-19.

### Article III REMUNERATION

3.1 The cost offered by the Supplier is Rs. 3,895,047.00 (inclusive of all taxes) Provide & Supply of Fire Extinguishers & Equipment vide tender # ME/03/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

,			M/s H	aseen Habi (Pvt.) Lim	b Trading ited	
Sr.	Description	Qty	Quoted Brand	Rate	Amount	DELIVERY
1	DCP Fire Extinguisher - 6kg with bracket	160 units	China	1,850.00	296,000.00	READY STOCK



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VALUE RS STAMP VENDOR'S	IGNAT	Pressure Gauge and Initial Charge, MF 216 ABC 30% Work Safe Made In China or equivalent		*			L
		Fire Suit					
	2	Fire Man Suit With Fire Helmet, Fire Fighting Boot & Fire Fighting Gloves. Designed & tested with latest standard.  Material: Fiber Glass Temp 500°C  Long Lasting Life Export Quality. Products are uniquely designed to be a Fire Resistant, Heat Resistant & lightweight 100% Waterproof Made In China or equivalent	16 suits	China	29,800	476,800.00	READY
		Megaphone					
	3	Handheld Mega Phone Battery Operated Made In China or equivalent	16 units	China	3,000.00	48,000.00	READY STOCK
		Torches	0.0				
	4	Duration Power (DP) Rechargeable Led Light with the battery backup of 12 Hours with High Range.	16 units	China	1,500.00	24,000.00	READY STOCK



MUHAMMAD HANIF STAMP VENDOR
Licence No. 20, Seat No. 52, City Court Karachi.

S. No. DATE
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THROUGH WITH ADDRESS Advocate
PURPOSE
VALUE RS
STAMP VENDOR'S SIGNATURE

0 2 NOV 2018

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	The battery has more than 500 times Charging. Both high light and dim light for choices. Made in China or equivalent		-		- Timber	c. ** *1
	Colored Jackets					
5	Safety Reflective Fest, Yellow/Orange Colour High Visibility Class Polyester Fabric Florescent Colour Made In China or equivalent	32 units	China	250.00	8,000.00	READY STOCK
6	Safety sign posters Material: PVC Sheet Available In Four Different Sizes As per Sample (pls provide the samples and allocate separate additional time)	80 units	Local	140.00	11,200.00	08-12 WEEKS
7	First Aid Box  Made By Hilal-e-Ahmer Hospital or equivalent	3 units	China	3,000.00	9,000.00	READY STOCK
8	Fire Blanket  A Fire Blanket consists of a piece of Fire Resistant Fabric (usually woven glass fibre) Made of Two Layers. One time use Discard after use	6 units	China	2,000.00	12,000.00	READY STOCK READY STOCK
	5	than 500 times Charging. Both high light and dim light for choices. Made in China or equivalent  Colored Jackets  Safety Reflective Fest, Yellow/Orange Colour High Visibility Class Polyester Fabric Florescent Colour Made In China or equivalent  Safety sign posters Material: PVC Sheet Available In Four Different Sizes As per Sample (pls provide the samples and allocate separate additional time)  First Aid Box  Made By Hilal-e-Ahmer Hospital or equivalent  Fire Blanket  A Fire Blanket consists of a piece of Fire Resistant Fabric (usually woven glass fibre) Made of Two Layers. One time	The battery has more than 500 times Charging. Both high light and dim light for choices. Made in China or equivalent  Colored Jackets  Safety Reflective Fest, Yellow/Orange Colour High Visibility Class Polyester Fabric Florescent Colour Made In China or equivalent  Safety sign posters Material: PVC Sheet Available In Four Different Sizes As per Sample (pls provide the samples and allocate separate additional time)  First Aid Box  Made By Hilal-e-Ahmer Hospital or equivalent  Fire Blanket  A Fire Blanket consists of a piece of Fire Resistant Fabric (usually woven glass fibre) Made of Two Layers. One time  The battery has more than 100 miles in China dim 100 miles in China or equivalent  A Fire Blanket consists of a piece of Fire Resistant Fabric (usually woven glass fibre) Made of Two Layers. One time	The battery has more than 500 times Charging. Both high light and dim light for choices. Made in China or equivalent  Colored Jackets  Safety Reflective Fest, Yellow/Orange Colour High Visibility Class Polyester Fabric Florescent Colour Made In China or equivalent  Safety sign posters Material: PVC Sheet Available In Four Different Sizes As per Sample (pls provide the samples and allocate separate additional time)  First Aid Box  Made By Hilal-e-Ahmer Hospital or equivalent  Fire Blanket  A Fire Blanket consists of a piece of Fire Resistant Fabric (usually woven glass fibre) Made of Two Layers. One time  The battery has more than 500 time and climal dim light for choices. Made in China and ching light and chinal dim light for choices. Made in China and ching light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for choices. Made in China and chinal dim light for china and chinal dim light for choices. Made in China and chinal dim light for china and chi	The battery has more than 500 times Charging. Both high light and dim light for choices. Made in China or equivalent  Colored Jackets  Safety Reflective Fest, Yellow/Orange Colour High Visibility Class Polyester Fabric Florescent Colour Made In China or equivalent  Safety sign posters Material: PVC Sheet Available In Four Different Sizes As per Sample (pls provide the samples and allocate separate additional time)  First Aid Box  Made By Hilal-e-Ahmer Hospital or equivalent  Fire Blanket  A Fire Blanket consists of a piece of Fire Resistant Fabric (usually woven glass fibre) Made of Two Layers. One time  The Colored Jackets  32 units China  Local  140.00  140.00  250.00  China  3,000.00  China  3,000.00  China  2,000.00	The battery has more than 500 times Charging. Both high light and dim light for choices. Made in China or equivalent  Colored Jackets  Safety Reflective Fest, Yellow/Orange Colour High Visibility Class Polyester Fabric Florescent Colour Made In China or equivalent  Safety Reflective Fest, Yellow/Orange Colour High Visibility Class Polyester Fabric Florescent Colour Made In China or equivalent  Safety Reflective Fest, Yellow/Orange Colour High Visibility Class Polyester Fabric Florescent Colour Made In China or equivalent  Safety Reflective Fest, Yellow/Orange Colour High Visibility Class Polyester Fabric Florescent Colour Made In China or equivalent  Safety Reflective Fest, Yellow/Orange Colour High Visibility Class Polyester Fabric Florescent Colour Made In China or equivalent  Safety Reflective Fest, Yellow/Orange Colour High Visibility Class Polyester Fabric Florescent Colour Made In China or equivalent  Safety Reflective Fest, Yellow/Orange China



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VALUE RSSTAMP VENDOR'S	SIGNA	Carrested)  Carrested)  Carrested  Carrested				and the same of	. L.
	9	Air Mask Safety Standard, Chemical Respirator Model No. NP-305 Made In China or equivalent	16 units	China	250.00	4,000.00	READY STOCK
	10	Self Contained Breathing Apparatus SCA 820F designed for quick and easy use, the SCA 820F is an entry level Breathing Apparatus for any fire environment. Proven & reliable face mask positive pressure eliminates inward leakages of gases/smokes. Material: Steel Total Weight: 13 Kg (+-10%)  Total Duration: 30 Minutes Make: Korea or equivalent	7 sets	Scott, UK	104,900	734,300.00	READY
	11	AFFF Fire Extinguisher 15 Ltrs With Trolley Mounted Cylinder Size: 50 Kgs	2	China	18,800	37,600.00	READY STOCK READY STOCK



## AAMIR ALI STAMP VENDOR

Flat No. A-6, Lawrance Plaza, Garden West, Karachi. Lic. No. 38

S. No.

38046

DATE: 26 OCT 2018 M. YAQOOB

ISSUED TO WITH ADDRESS ..... ADVOCATE THROUGH WITH A PURPOSE NOT FO VALUE RS STAMP VENDOR SIG

	1/0/0	Total Amount				
	Total 17% GST	Rs. 3,329,100.00 Rs. 565,947.00				
	Fire Hose Reel With Cabinet Brand: Nefco or equivalent Cabinet Brand: Local Size: Dia: 1" Length: 100 ft	47	AYG Turkey Or Bristol UAE	27,000	1,269,000	08-12 WEEKS
12	CO <sub>2</sub> Fire Extinguisher  Cylinder Size: 3 Kgs	160	China	2,495.00	399,200.00	READY STOCK

(RUPEES ONE HUNDRED ONLY)

- 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 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 Provide & Supply of Fire Extinguishers & Equipment to IBA.
- Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 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.
- 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 any time after issuing a 30 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 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 Haseen Habib Trading (Pvt) Ltd, 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 Haseen Habib Trading (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, contact, or other instrument, be stand void at the discretion of the IBA.

amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s Haseen Habib Trading (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 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 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/03/18-19 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 "IBA"
Wing Commander (Retd)
NAME: Aamer Shahabir Kahasa Administration
Karachi, Pakistan M/S Haseen Habib Trading (Pvt) Ltd NAME: (Jawad Barry (Executive Director)) CNIC# CNIC# Address: Address: G. M. Admin Institute of Business Haseen Habib House 65-C, Street 7, Administration Main Campus Main Jami Commercial, DHA, Phase-VII. University Road, Karachi Karachi, M. SOHAIL KHAN Manager Purchase & Stores Institute of Business Administration Karachi-Pakistan CNIC# 42201\_7779990-5 CNIC# Address: