



STAMP OFFICE CITY COURT, KARACHI.

Issued to Tamvees Ahmed Adv
CNIC No. 15148
Vide D.S.R. No. 14 Dt. 8-2-17
On behalf of challan No. 264 Dt. 7-2-17
for the purpose of A-9
Entry No. 14 Dt. 8-2-17

(RUPEES FOUR HUNDRED ONLY)
OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi. 14 FEB 2017

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day July...18..... 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 M. F. Brothers, having its office at # 430-431, Hoor Center North Napier Road 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 proprietor **Mr. M. Fahim**, holding CNIC No. 42501-9944451-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain anti-termite medicines vide tender # Maint/01/16-17 for the Provide & Supply of Anti-Termite Medicines (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Anti-Termite" and "THE SUPPLIER" have offered to render all kind of anti-termite medicines (including but not limited to the "Anti-Termite" 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 “Anti-Termite” discussions in respect of the same with “IBA” before the determination of Scope of Work Anti-Termite to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to “IBA” for Anti-Termite. “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 “Anti-Termite”, discussions with “IBA” before the determination of scope of work with any/all other relevant details for presentation to “IBA”. The description/BoQ is appended below:

S. #	Description	Qty	Rate (Rs.)	Amount (Rs.)
1	Agenda Packing: A Product of M/s Bayer 1 litre bottle	24 Bottles	4,490.00	107,760.00
Total				Rs. 107,760.00
17% GST				Rs. 18,319.20
Total Amount				Rs. 126,079.20

- 1.2 “THE SUPPLIER” agrees to provide any/all kind of Anti-Termite 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 Purchase & Stores, of the “IBA” who will assist “THE SUPPLIER” in supervision of proposed Anti-Termite.
- 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 Anti-Termite in accordance with the Description & Specification.
- 2.2 “THE SUPPLIER” hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Purchase & Stores “IBA” as & when required.
- 2.3 “THE SUPPLIER” hereby agrees to accept variation, if occurred, in scope of professional

- 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 cost/charges amount offered in the tender vide # Maint/01/16-17.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 126,079.00 (inclusive of all taxes) Provide & Supply of Anti-Termite vide tender # Maint/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 15 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 Anti-Termite 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 person claiming through IBA fully indemnified and harmless from and against all damages, cost and

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 M. F. Brothers, 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 M. F. Brothers, 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 M. F. Brothers, 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 M. F. Brothers, 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

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"

NAME: Aamir Shahbbir
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan

CNIC # _____

Address: _____
Acting, Registrar, 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 M. F. BROTHERS

NAME: M. Fahim

CNIC # 42501-9944451-5

Address: 430-431, Hoor Center,
North Napier Road, Karachi

2. HAMMAD KHAN

Plot No K-111

Chopal Garden Abul
Hussn J.S.P.M. Road

CNIC# _____

Address: _____