



AAMIR ALI STAMP VENDOR

Flat No. 4-6, Lamenting Plaza, Garden West, Karachi

LIC. No. 38

S. No.

9188

DATE: 27 JUL 2018 MUHAMMAD YAQOOB

ADVOCATE

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE NOT FOR USE DIVORCE DEED

VALUE RS. (ATTESTED)

STAMP VENDOR SIGNATURE

(RUPEES TWO HUNDRED ONLY)

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day September....., 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 Faisal Trading Corporation, having its office at R-68, Hina Banglows, Block-19, Gulistan-e-Jouhar 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. Muhammad Nazir Khan, holding CNIC No. 42101-5254376-1, on the SECOND PART.

WHEREAS "IBA" intends to obtain Gold Medals & Shields vide tender # OS/01/18-19 to Provide & Supply of Gold Medals & Shields (BA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Gold Medals & Shields" and "THE SUPPLIER" have offered to provide & supply of Gold Medals & Shields as per IBA standards & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.



Continued on Page Two.





**AAMIR ALI STAMP VENDOR**

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

Lic. No. 38

S. No.

DATE: 27 JUL 2018 9:39

(RUPEES TWO HUNDRED ONLY)

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE NOT FOR USE DIVORCE DEED

VALUE RS

STAMP VENDOR SIGNATURE

**MUHAMMAD YAQOOB  
ADVOCATE**

[ Page Two ]

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

**WITNESSETH**

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Gold Medals & Shields" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Gold Medals & Shields. "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 "Gold Medals & Shields", as per "IBA" requirement mentioned in Tender BOQ.

Continued on Page Three.





# AAMIR ALI STAMP VENDOR

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

Lic. No. 38

S. No.

14351

RUPEES FIVE HUNDRED ONLY

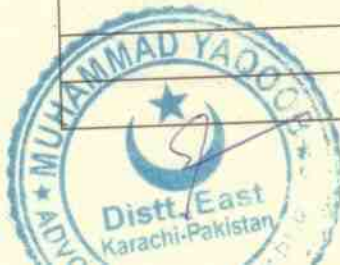
DATE: 15 AUG 2018

Page Three

ISSUED TO WITH ADDRESS .....  
THROUGH WITH ADDRESS .....  
PURPOSE NOT FOR USE DIVORCE DEED .....  
VALUE RS .....  
STAMP VENDOR SIGNATURE .....  
S. #

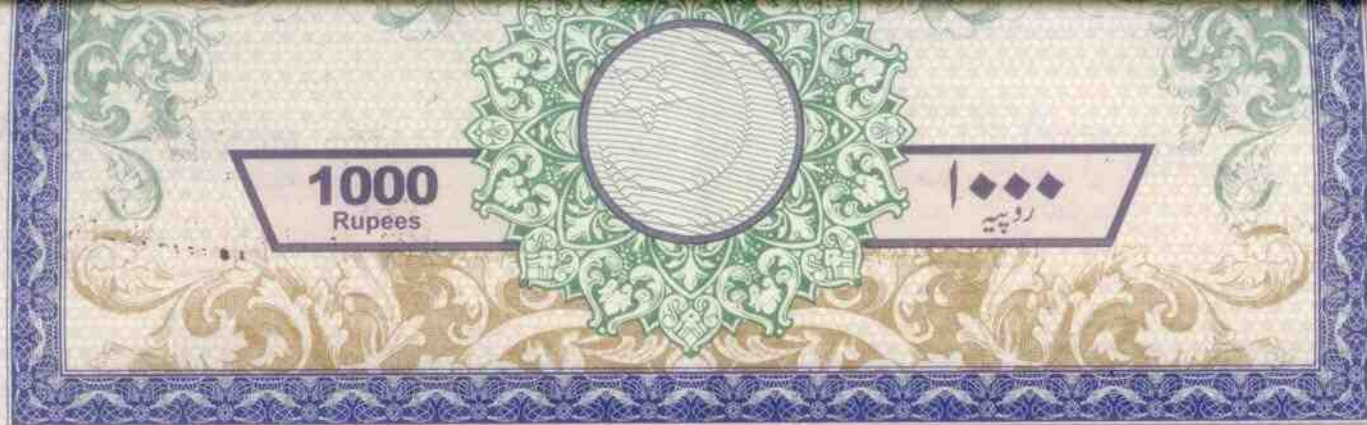
KARIM BUKSH  
ADVOCATE

	Description	Qty	Rate Rs.	Amount Rs.
1	<b><u>Gold Medals</u></b>  Diameter: 2" Made on die cast metal / ferrous with 20 carat gold plating. Ribbon (crimson double knit 1" width 3' length) with crimson velvet Box (Printed with I.A. Mukhtar Gold Medal) Payment on actual	19 units (approx.)	1,421.00	26,999.00
2	<b><u>Shields for Best Researcher &amp; Best Faculty (Round):</u></b>  Size: 8" diameter (Green Background) Shesham wood base with laminated Brass Plate of Green color water texture with velvet box. Inscription will be according to the text. Payment on actual	02 units (approx.)	3,900.00	7,800.00
3	<b><u>Shields Students (Round):</u></b>  Size: 8" diameter (Crimson Background) Oak wood base with laminated Brass Plate of Crimson color water texture with velvet box. Inscription will be according to the text. Payment on Actual.	49 units (approx.)	3,900.00	191,100.00
<b>Total</b>			Rs. 225,899.00	
<b>17% GST</b>			Rs. 38,402.83	
<b>Total Amount</b>			Rs. 264,301.83	



Continued on Page Four.





**MUHAMMAD ASHIQ STAMP VENDOR**

H. #81/A, Clayton Quarter Jamshed Road #1, Kh.

Lic. No. 151

S. No.

2515

DATE: 16 AUG 2018

M. Ibrahim Abro  
Advocate

ISSUED TO WITH ADDRESS .....  
THROUGH WITH ADDRESS .....  
PURPOSE **NOT FOR USED DIVORCE DEED** .....  
VALUE RS ..... (ATTESTED) .....  
STAMP VENDOR SIGNATURE .....

Page Four

- 1.2 "SUPPLIER" agrees to provide item to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "SUPPLIER" will coordinate with Sr. Manager Purchase & Stores, of the "IBA" who will assist "SUPPLIER" in supervision of proposed supply.

## Article II **SCOPE OF PROFESSIONAL SERVICES**

- 2.1 "SUPPLIER" hereby agreed and acknowledge for the periodic supervision of the supply and to check the delivery of Supplies in accordance with the Description & Specification.
- 2.2 "SUPPLIER" hereby agreed 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 services and supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Minimum 5 (Five) days after Approval of Sample(s) will be required to deliver the Gold Medals & Shields 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 Gold Medals & Shields at the cost/charges amount offered in the tender vide # OS/01/18-19.



Continued on Page Five.

- 3.1 The cost offered by the Supplier is Rs. 264,301.83 (inclusive of all taxes) Provide & Supply of Gold Medals & Shields but limited to in tender vide # OS/01/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplier/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. Penalty 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. Supplies will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Gold Medals & Shields 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 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**

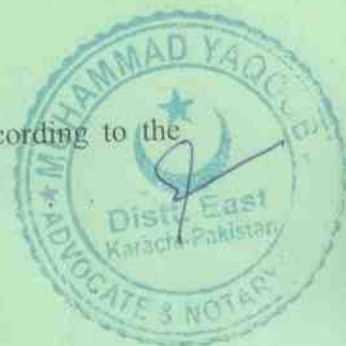
- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

#### 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.





- 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 Faisal Trading Corporation, 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 Faisal Trading Corporation 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 Faisal Trading Corporation 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 Faisal Trading Corporation 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 # OS/01/18-19 will be the integral part of this agreement and can't be revoked.




IN WITNESS WHEREOF both the parties hereto 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),  
Name: Aamer Shahbbir Khan

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

Address:  
General Manager Administration  
Institute of Business Administration  
Main Campus, University Road, Karachi

  
M/s. Faisal Trading Corporation  
Name: M. Nazir Khan

CNIC # 42101-5254376-1

Address:  
Proprietor  
R-68, Hina Banglows, Block-19,  
Gulistan-e-Jouhar Karachi

WITNESS:

1.   
**M. SOHAIL KHAN**  
Manager Purchase & Stores  
Institute of Business Administration  
Karachi-Pakistan

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

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

2. 

**Muhammad Waseem**

CNIC # 42581-6226606-9

Address: 26A Al-Mujeeb  
garden Model Colony  
Karachi

