

SYED FAISAL NAONI STAMP VENDOR Shop # 105, Malir Hall Malir Court Karachi

AGREEMENT

10 FeWooden Partition Work of Room 126 Office in Aman CED Building

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FIROUGH WITH ADDRESS. Adv.H/C 2768
Not For Use Divorce THIS AGREMENT is executed at KARACHI, on this day May 17, 2023.

Plants VENDOR'S SIGNATURE.

Lic. No. 115

S. No. DATE

BETWEEN

M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Enclave, 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 Decent Furnishers, having its Office Plot # 24, 03, Area - 36-C, Landhi, 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. Ashraf, holding CNIC No. 42251-176755-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain supplies vide tender # FUR/05/22-23 "Wooden Partition Work of Room 126 Office in Aman CED Building" up to the entire satisfaction & handing over of the material(s) to the "IBA" who has accepted the offer in a 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 "Wooden Partition Work of Room 126 Office in Aman CED Building" discussions in respect of the same with "IBA" before the determination of Scope of Wooden Partition Work of Room 126 Office in Aman CED Building "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

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ED FAISAL NAQNI STAMP VENDOR

pp # 105, Malir Halt Malir Court Karac DUTIES & SCOPE OF SUPPLY AND AGREEMENT
No. 115

O. TE This Agreement includes, the "Wooden Partition Work of Room 126 Office in Aman CED Building"s discussions with "IBA" before the determination of scope of supply building with any all other relevant details to "IBA".

For Use Divorce Deed will purpose (Attuched)

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Wooden Partition Work of Room 126 Office in Aman CED Building 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 Manager Maintenance of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Wooden Partition Work of Room 126 Office in Aman CED Building.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".

Article II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Wooden Partition Work of Room 126 Office in Aman CED Building in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery on or before June 15, 2023.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.

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SARDAR ALI STAMP VENDOR Licence # 15, Shop # 58, SITE Market SITE, Karachi.

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(RUPEES ONE HUNDRED ONL)

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 # FUR/05/22-23

Article III REMUNERATION

3.1 The cost offered by the Supplier is Rs.721,844.00 (inclusive of all taxes) Wooden Partition Work of Room 126 Office in Aman CED Building vide tender # FUR/05/22-23 variation may occur. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below.

S. #	Items	Qty	Unit	Rate	Amount
1	Providing and fixing in position 4'-0" height. Wooden Partition work as per drawing using partal wood frame work of 1.5 inch (thick) (24" horizontally and18" vertically) with 16 mm MDF laminated sheets on both sides finished of approved shade and colour as shown in drawings. Provide 4" wide Aluminum skirting at the bottom of partition on both side. All exposed wood surfaces to be finished with wood polish and necessary beading of approved shades as directed including all necessary fittings/hardware and wood preservative (Termite Proofing) etc. as per list of approved material and as approved by the Engineer Incharge complete in all respects.	410	Sft	Rs. 1,070.00	Rs. 438,700.00

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SYED FAISAL NAQNI STAMP VENDOR Shop # 105, Malir Halt Malir Court Karachi Lic. No. 115

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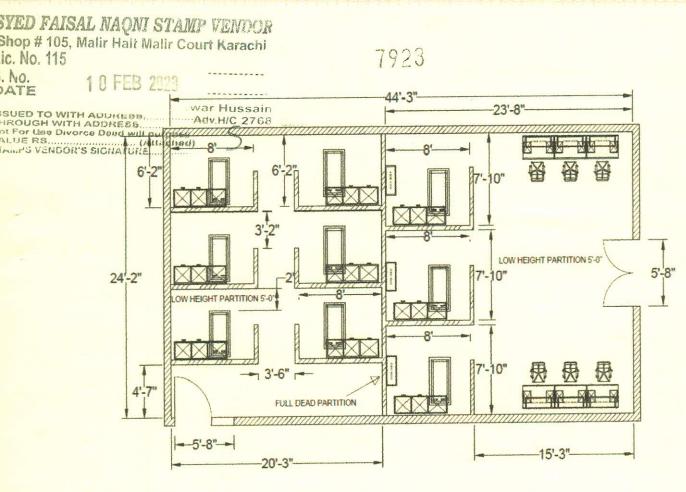
ISSUED TO WITH ADDRESS Adv.H/C 2768
THROUGH WITH ADDRESS Adv.H/C 2768
Not For Use Divorce Deed will purpose
VALUE RS. (Attached)
STAMPS VENCOR'S SIGNATURE

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Providing and fixing in position full height Wooden Partition work as per drawing using partal wood frame work of 1.5 inch (thick) (24" horizontally and 18" vertically) with 16 mm MDF laminated sheets on both sides finished of approved shade and colour as shown in drawings. Provide 4" wide Aluminum skirting at the bottom of partition on both side. All exposed wood surfaces to be finished with wood polish and necessary beading of approved shades as directed including all necessary fittings/hardware and wood preservative (Termite Proofing) etc. as per list of approved material and as approved by the Engineer Incharge complete in all respects.	230	Sft	Rs. 870.00	Rs. 200,100.00
Total				Rs. 638,800.00
SST				Rs. 83,044.00
Grand Total Amount		and the second s		Rs. 721,844.00

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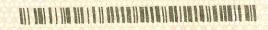


AMAN CED ROOM 126 LAYOUT

- 3.2 A liquidity damages @ 2% per day, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Purchase will be deemed completed in finished form as per specification.
- 3.3 Payment will be made after delivery and submission of invoice.
- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by the party.

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for the purpose of	FOR SO PROPERTY CONTRACTOR OF	COMMUNICACION CONTRACTOR CONTRACT			
Entry No.	/	D	6	JAN	2023

Rs Two Hundred Only
06 JAN 2023
Rs: 200/= Only

- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be paid the SUPPLIER by affixing treasury stamps of equivalent value.
- 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 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 notice.

Article VI:

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.



STAMP OFFICE CITY COURT, RARACHI
Issued to

CNIC/LEG No:

On behalf of Challan No:

On behalf of Challan No:

On the purpose of

Entry No

DI: 0.6. JAN 2023

Entry No

DI: 6. JAN 2023

Entry No

DI: 6. JAN 2023

Rs Two Hundred Only
06 JAN 2023
Rs: 200/= Only

Article VII:

7.1 M/s Decent Furnishers should provide standard warranty.

Article VIII:

8.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article IX: INTEGRITY PACT

- 9.1 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).
- 9.2 Without limiting the generality of the forgoing the M/s Decent Furnishers, 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.
- 9.3 M/s Decent Furnishers, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or

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or the Purpose of
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- 9.4 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.
- 9.5 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Decent Furnishers, 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 Decent Furnishers as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article X: FORCE MAJURE

10.1 THE CONTRACTOR shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of THE SUPPLIER and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article XI: SEVERABILITY

11.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article XII: MISCELLANEOUS

- 12.1 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.
- 12.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 12.3 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.
- 12.4 All terms and conditions of tender vide # FUR/05/22-23 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 karach on the date as mentioned above.

unting 2 Law Department Former Changers Administration (IBA).

"IBA"

NAME: Dr. M. Asad Ilyas

CNIC # 42301-4497722-9

Address:

Registrar, Institute of Business **Administration Main Campus** University Road, Karachi

WITNESS:

853N Sved Fahad Jawed

CNIC # 42201-9125136-3

Address:

Institute of Business

Administration Wain Campus

University Enclave, Karachi

Focal Person IBA

Kazi Muhammad Mazharuddin

M/S Decent Furnishers NAME: M. Ashraf

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CNIC#

Address: Plot # 24, 03, Area - 36-C,

Landhi, Karachi

M/s Decent Furnishers

CNIC# 42201-6955915-7

Address: House No 19 Street No 5

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