

N286364



AAMIR ALI STAMP VENDOR

Flat No. A-8, Lawrence Plaza, Garden West, Karachi.

Lic. No. 38

S. No.

43370

DATE: 06 NOV 2018 IBRAHIM

ISSUED TO WITH ADDRESS ABRO ADVOCATE

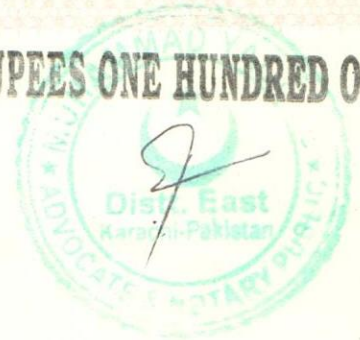
THROUGH WITH ADDRESS

PURPOSE NOT FOR USE DIVORCE DEED

VALUE RS. (ATTESTED)

STAMP VENDOR SIGNATURE

(RUPEES ONE HUNDRED ONLY)



AGREEMENT Uniform & Liveries

THIS AGREEMENT is executed at KARACHI, on this day of March 18 2019.

BETWEEN

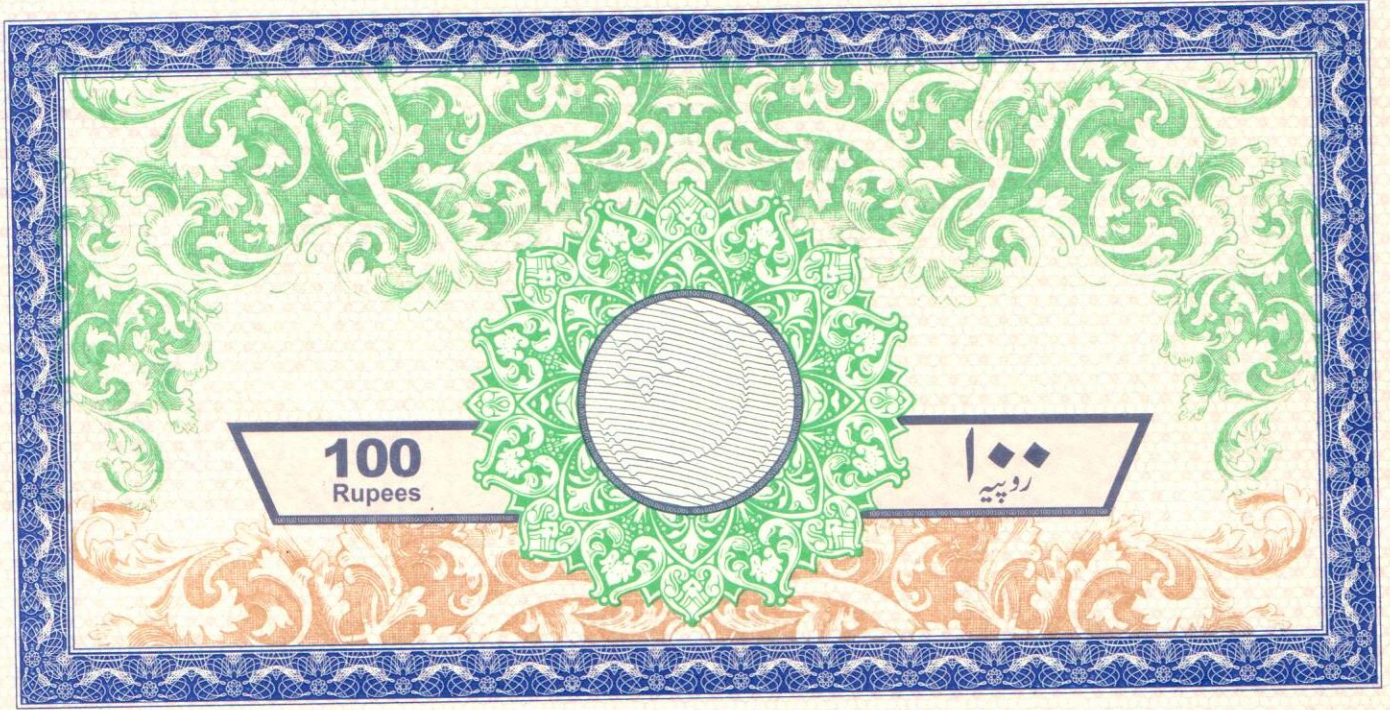
M/s Institute of Business Administration, through its Registrar, located at **Main Campus, University Road, Karachi**, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s Faisal Trading Corporation, having its office at **R-68, Hina Bungalows, Block-19, Gulistan-e-Jouhar Karachi**, hereinafter referred to as "THE CONTRACTOR" (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.42101-5254376-4 on the SECOND PART.

WHEREAS "IBA" intends to obtain Uniform & Liveries vide tender # LV/01/18-19 for the Supply of Uniform (IBA requirement) discussions in respect of the same before the determination of scope of supply will be held with "IBA" as "Uniform & Liveries" and "THE SUPPLIER" have offered to render all kind of Uniform & Liveries (including but not limited to the "Uniform & Liveries" of the proposed supply up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

N286365



AAMIR ALI STAMP VENDOR

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

Lic. No. 38

S. No.

43371

(RUPEES ONE HUNDRED ONLY)

DATE: 06 NOV 2018

IBRAHIM

ABRO ADVOCATE

ISSUED TO WITH ADDRESS THROUGH WITH ADDRESS

PURPOSE NOT FOR USE IN PROCEEDINGS

VALUE RS (ATTESTED)

STAMP VENDOR SIGNATURE

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

WITNESSETH

“IBA” hereby offer to appoint “SUPPLIER” for the specific purpose of ITEMS REQUIRED in respect of the same with “IBA” before the determination of scope of supply.

Article I:

DUTIES & SCOPE OF SUPPLIES & AGREEMENT

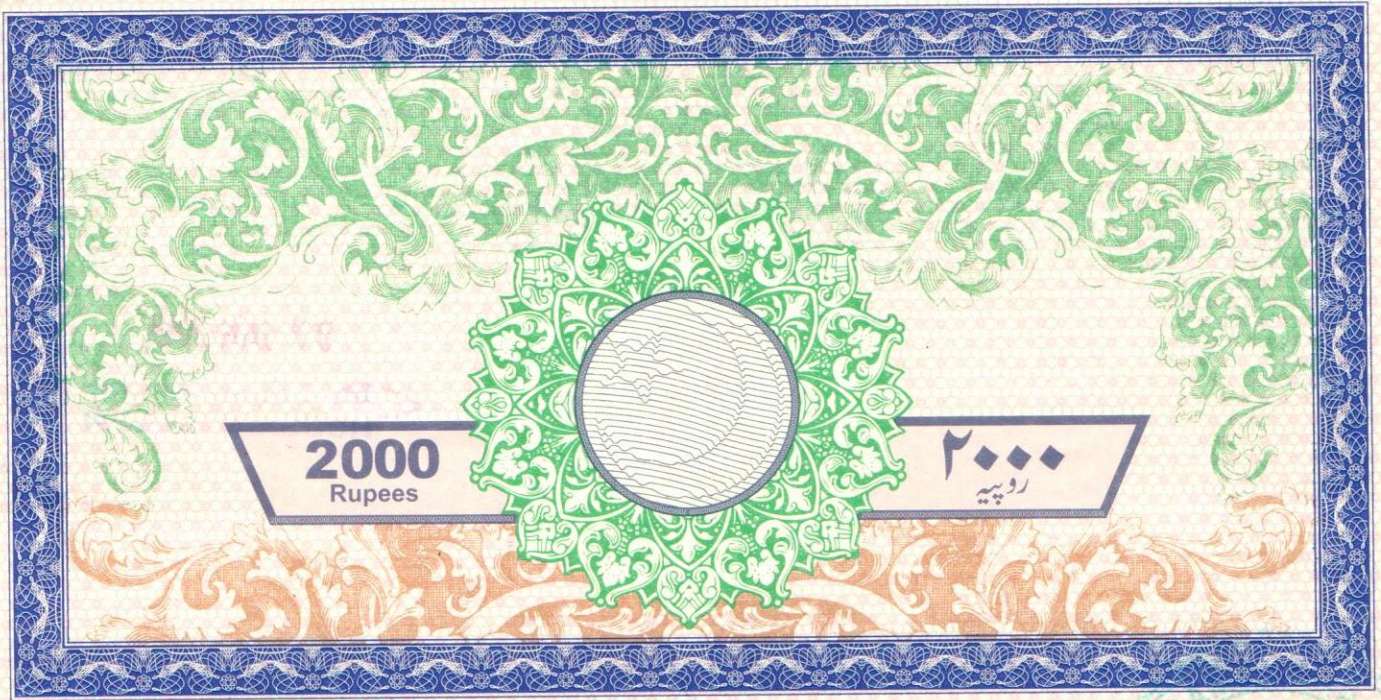
1.1 This Agreement includes, the “Uniform”, as per “IBA” requirement mentioned in Tender BoQ.

Office Attendants			M/s Faisal Trading Corporation	
S. #	Description	Quantity	Rate Rs.	Amount Rs.
1	<u>TROUSER</u> Viscose summer suiting ‘A’ Quality or better. Dark Grey with (Fuse Belt) complete stitching / tailoring. (As per sample)	50	915.00	45,750.00
2	<u>SHIRT</u> Blended fabric wash n wear 65% Cotton x 35% Polyester embroidered logo (Maroon + White) on chest and color Dark Grey ‘A’ Quality. Computerized Name Tag Embroidered Vel - Cro Shirt collar (As per sample) (All Shirts are full sleeves)	50	793.00	39,650.00

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STAMP OFFICE CITY COURT, KARACHI

Issued to: Karim Bux JaleCNIC/LEG No. h.c. 16310Vide D.S.R. No. 3 Dt. 2-1-19On behalf of Challan No. 108 Dt. 2-1-19for the purpose of MOCCASINSEntry No. 3

3	Specification should match with the sample	23	2,060.00	47,380.00
4	<u>SOCKS</u> 100% Cotton (As per Sample)	50	82.50	4,125.00

Electrician, Carpenter and Plumbers & Generator Operators, Duplicating Machine Operator, Painter, Mistry

S. #	Description	Quantity	Rate Rs.	Amount Rs.
1	<u>TROUSER</u> Viscose summer suiting 'A' Quality (Both Side Cross Pockets). Large patch pocket, Dark Grey as per client requirement & approval with complete stitching / tailoring. (As per sample)	40	915.00	36,600.00
2	<u>SHIRT (Half Sleeves)</u> Blended fabric wash n wear 65% Cotton x 35% Polyester embroidered logo on chest and color Light Grey 'A' Quality as per client requirement & approval. With computerized Name Tag Embroidered Vel - Cro (As per sample)	40	793.00	31,720.00
3	<u>MOCCASINS</u> Specification should match with the sample	12	2,060.00	24,720.00
4	<u>SAFETY SHOES</u> Half Ankle with metallic toe Black color or equivalent	8	1,965.00	15,720.00

5	<u>SOCKS</u> 100% Cotton (As per Sample)	40	82.50	3,300.00
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<u>Drivers</u>				
S. #	Description	Quantity	Rate Rs.	Amount Rs.
1	Shirt Blended fabric wash and wear 65% cotton & 35% polyester Colour: Grey, 'A' Quality or better Embroidered IBA logo on front pocket With measurement, stitching / tailoring as per client requirement & approval (As per sample)	24	793.00	19,032.00
2	Pants Viscose summer suiting 'A' Quality or better Colour: Black, With measurement, stitching / tailoring as per client requirement & approval. As per Sample	24	915.00	21,960.00
3	Shalwar & Kameez Cotton fabric Colour: Grey, 'A' Quality Number of Front Pockets: Two (One each at Side and Front left top) Embroidered IBA logo on front pocket With measurement, stitching / tailoring as per client requirement & approval. As per Sample	12	1,531.00	18,372.00
4	<u>MOCCASINS</u> Specification should match with the sample	18	2,060.00	37,080.00
5	<u>SOCKS</u> 100% Cotton (As per Sample)	36	82.50	2,970.00
6	<u>DRIVERS HAT</u> Twill Cloth with Plastic Hood	12	565.00	6,780.00


<u>Sanitary Worker</u>				
S. #	Description	Quantity	Rate Rs.	Amount Rs.
1	TROUSER (MALE) Viscose summer suiting 'A' Quality. Dark Brown as per client requirement & approval with stitching / tailoring. As Per sample	32	915.00	29,280.00
2	BUSHIRT (MALE) Blended fabric wash n wear 65% x 35%, embroidered logo on chest and color beige 'A' Quality or better as per client requirement & approval. With zipper opening and two pockets on bottom of shirts. Full Sleeves As per Sample	32	793.00	25,376.00


3	MOCCASINS Specification should match with the sample	16	2,060.00	32,960.00
4	SOCKS 100% Cotton (As per Sample)	38	82.50	3,135.00
5	SANITARY WORKER (FEMALE) Shawalar Kameez, beige color 'A' Quality embroidered logo left side pocket Dupatta with dark brown boarder or better as per client requirement & approval As per Sample	4	3,139.00	12,556.00
6	MOCCASINS Specification should match with the sample	2	2,060.00	4,120.00

Gardener

S. #	Description	Quantity	Rate Rs.	Amount Rs.
1	Shalwar Kameez Suit Fabric: Blended Polyester Colour: sky blue With embroidered "GARDENER" & IBA logo on pocket As per Sample	20	1,531.00	30,620.00
2	Peshawari Sandal Upper: Leather, Colour: Black, Sole: Rubber As per Sample	10	1,000.00	10,000.00
3	Peak Caps (same as security) P-Caps of Navy Blue color with embodied "Security" in semi-circle on front face top and "IBA logo" below it. Colour: Navy Blue, With embroidered IBA Logo	20	170.00	3,400.00

Cook & Bearer of Boys Hostel

S. #	Description	Quantity	Rate Rs.	Amount Rs.
1	<u>Cook:</u> Shalwar Kameez Suit Fabric: Blended Polyester Colour: Malaysian Color With embroidered IBA logo on pocket, Apron and Cap. As per Sample 	3	2,790.00	8,370.00

2	<u>Bearer:</u> White shirt (fabric 100% cotton) and black pant recommended. (pic attached). With computerized Name Tag Embroidered Vel – Cro As per Sample	2	1,708.00	3,416.00
3	<u>Uniform for Kitchen Staff</u> Half sleeves shirt & trouser (Malaysian color 100% cotton fabrics), apron and cap. Embroidered Logo on, Shirt Chest (pics attached) As per Sample 	1	2,960.00	2,960.00
3	<u>MOCCASINS (BATA / SERVICE)</u> Specification should match with the sample	5	2,060.00	10,300.00
4	<u>SOCKS</u> 100% Cotton (As per Sample)	10	82.50	825.00
6	<u>Peshawari Sandal</u> Upper: Leather, Colour: Black, Sole: Rubber Brand: Hand made As per Sample	1	1,000.00	1,000.00
Total			Rs. 533,477.00	
GST 17%			Rs. 90,691.09	
Total Amount			Rs. 624,168.09	

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 SUPPLIES**

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 Delivery of all items within six weeks after completion of measurement.

2.3 “SUPPLIER” hereby agreed and acknowledge the acceptance of attending the meetings with the Sr. Manager Purchase & Stores “IBA” as & when required.

2.4 The contractor is responsible for the safety of all its activities including protection of the life & environment on and off the site. IBA is no smoking zone. IBA will not be responsible for any mishap.

2.5 Life Insurance / Security of worker will be the responsibility of contractor.

2.6 All staff must have CNIC and clearly mentioned to discourage work through child labor

Article III **REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. 624,168.09 (inclusive of all taxes) Provide & Supply of Uniform & Liveries but limited to in tender vide # LV/01/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.
- 3.2 Liquidated damages 2% of the total amount will be imposed per month for which the company/firm/agency failed to deliver within the delivery/execution period and maximum upto 10%.
- 3.3 Payment will be made after delivery and submission of invoice.
- 3.4 All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination of Purchase Order.
- 3.5 Performance Security 5% of total amount of Work Order. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.

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 supply is not executed according to the requirement at anytime after issuing a 15 day's notice.

Article VI: **INDEMNITY**

- 6.1 "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 "SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by 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).
- 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 VIII:
MISCELLANEOUS

- 8.1 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 8.2 Copyright of each item shall be reserved with the "IBA".
- 8.4 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.
- 8.5 This agreement is effective from the date issue of Work Order.
- 8.6 All terms and conditions of tender vide # LV/01/18-19 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
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan

NAME: Aamir Shabbir Khan

CNIC # _____

Address:
G. M. Admin Institute of Business
Administration Main Campus
Karachi

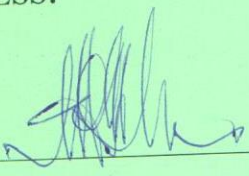
M/s Faisal Trading Corporation

NAME: M. Nazir Khan

CNIC # 42101-5253376-1


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

WITNESS:

1. 

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

Address: _____

2. 

Muhammad Waseem

CNIC# 42501-6226606-8

Address: 26A Al-Miyah
Garden Model ch
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