



SYED SIKANDAR ALI JAFFRI STAMP VENDOR 04 MAR 2017
 Licence No.86, Shop No. 1-A, Karim Plaza,
 Gulshan-e-Iqbal Block-14, Karachi
 S.NO. 6050 DATE.....**JAHANZER KHAN**
 Issued To With Address.....**Advocate L.C. No. 15025**
 Through With Address.....
 Purpose.....
 Value Rs.....
 Stamp Vendor's Signature.....

OFFICE SUPERINTENDENT
 Stamp Office, City Court
 Karachi
 02 MAR 2017

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day ~~March~~ 7.04.2017.

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 Al-Waqad Enterprises, having its office at # R-86, Shaz Banglows, Sector 16 A/5, Gulzar-e-Hijri, Sector 33 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. Khalid Mehmood**, holding CNIC No. 42501-0899319-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain shotgun item vide tender # ME/06/16-17 for the Provide & Supply of Magazine Operated Semi-Automatic Shotgun (12 Bore) (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provide & Supply of Magazine Operated Semi-Automatic Shotgun (12 Bore) " and "THE SUPPLIER" have offered to render all kind of shotgun (including but not limited to the "Shotgun" of the proposed work up to the



SYED SIKANDAR ALI JAFFRI STAMP VENDOR

Licence No.86, Shop No. 1-A, Karim Plaza,
Gulshan-e-Iqbal Block-14, Karachi

S.NO. 605 DATE 04 MAR 2017
Issued To With Address JAHANZEB KHAN
Through With Address Advocate L.C. No. 15025
Purpose
Value Rs.
Stamp Vendor's Signature

(RUPEES THREE HUNDRED ONLY)

02 MAR 2017

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Shotgun" discussions in respect of the same with "IBA" before the determination of Scope of Work shotgun to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for shotgun. "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 "Shotgun", 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:

1.2

S. #	Description	Quoted Item: Origin & Brand	Qty	Rate (Rs.)	Amount (Rs.)
1	Magazine Operated Semi-Automatic Shotgun (12 Bore) <ul style="list-style-type: none"> Name : MKA1919 semi-automatic shot gun (Made in Turkey, Italy, USA) or Equivalent Upper receiver : Aluminium with Milled-in Pica tinny Sight rail Lower receiver: Polymer, fixed 	MKA1919, Made in Turkey	3	122,100.00	366,300.00



104 MAR 2017

Stamp Office, City C884
Karachi
U 2 MAR 2017

S.NO. 6052 DATE JAHANZEB KHAN
Issued To With Address Advocate LEO. P.O. BOX 6052
Through With Address
Purpose
Value Rs. Barrel Length : 20 " or
Stamp Vendor's Signature Overall length : 40 S "

- Barrel Length : 20 " or 22"
- Overall length : 40.5 " (1030mm)
- Height L 7.5" (190 mm)
- Weight : 130 oz (3690 gr) – In unloaded state
- Sight radius : 23.6" (600mm)
- Range : 165 ft (50 meter)
- Magazine : Removable
- Magazine required : 10 rounds metal type
- Chokes : Removable, full, modified and cylinder Bore

- 1.3 "THE SUPPLIER" agrees to provide any/all kind of shotgun to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.4 "THE SUPPLIER" will coordinate their work with Sr. Manager Purchase & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed shotgun.
- 1.5 "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.

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 Shotgun 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 services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery 15 days after approval of samples.
- 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 # ME/06/16-17.

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 434,571.00 (inclusive of all taxes) Provide & Supply of Magazine Operated Semi-Automatic Shotgun (12 Bore) vide tender # ME/06/16-17 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

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 Shotgun 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.

- 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.

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 Al-Waqad Enterprises, 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 Al-Waqad Enterprises, 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

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 Al-Waqad Enterprises, 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 Al-Waqad Enterprises, 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.
- 9.5 All terms and conditions of tender vide # ME/06/16-17 will be the integral part of this agreement and can't be revoked.

Aamer Shabbir
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan

"IBA"
NAME: Aamer Shabbir Khan

CNIC # _____

Address:

G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi

1. 

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

Address: _____

Khalid

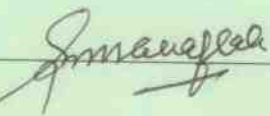

M/S Al-Waqad Enterprises

NAME: Khalid Mehmood

CNIC # 42501-0899319-1

Address:

R-86, Shaz Banglows,
Gulzar-e-Hijri, Sector 16/A 5, Karachi

2. 

MOHAMMAD IMRON ABBAS

CNIC# 422012901688-5

Address: D P 31 Block 9,
Gulshan-e-Lybel Karachi