

**Fida Muhammad Khan Stamp Vendor**

Licence #.09, Shop No. 205 Iqra Complex  
Block-17, Gulistan-e-Johar, Karachi

**Shaikh Muhammad Khurram**  
Advocate LC-13192 Khi.

(RUPEES FIVE HUNDRED ONLY)

S.No

DATE

23 OCT 2018 006320

ISSUED TO WITH ADDRESS .....  
THROUGH WITH ADDRESS .....  
PURPOSE .....  
VALUE RS .....  
STAMP VENDOR'S SIGNATURE .....

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day November 09<sup>th</sup>, 2018.

### BETWEEN

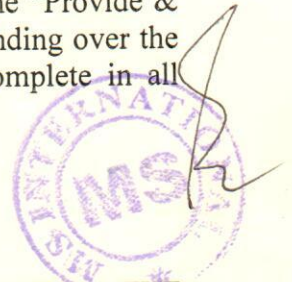
M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Road, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of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

### AND

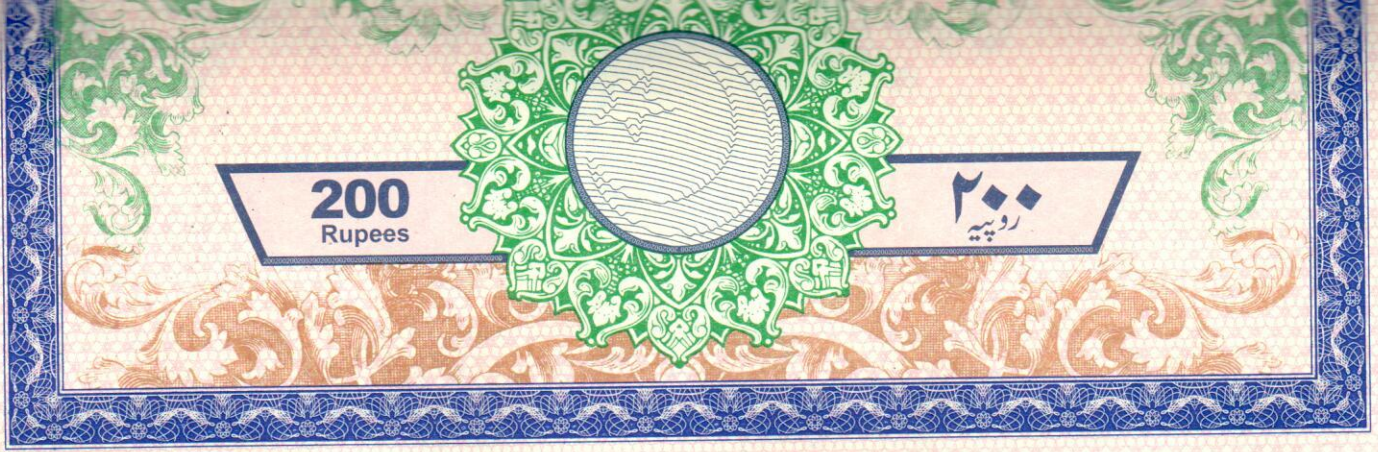
M/s MS International, having its office at # Suit No. 6, Society Building, Shahr-e-Quaideen, Karachi, hereinafter referred to as "SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Syed Masroor Hasan, holding CNIC No. 41304-3598990-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply of Printed Bags vide tender # PS/03/18-19 for the Provide & Supply of Printed Bags (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provide & Supply of Printed Bags" and "THE SUPPLIER" have offered to render all kind of Provide & Supply of Printed Bags (including but not limited to the "Provide & Supply of Printed Bags" 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:







**MUDASIR ALI STAMP VENDOR**

Shop No. 69, Sikandar Goth Sch. 33, Karachi.

Lic. No. 139

S. No.

DATE: 27 OCT 2018

12434

SADAQAT ALI  
SIDDIQUI ADV.

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

**WITNESSETH**

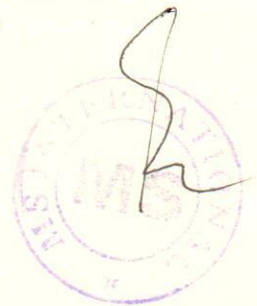
**RUPEES TWO HUNDRED ONLY**

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Provide & Supply of Printed Bags" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Printed Bags to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Provide & Supply of Printed Bags. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

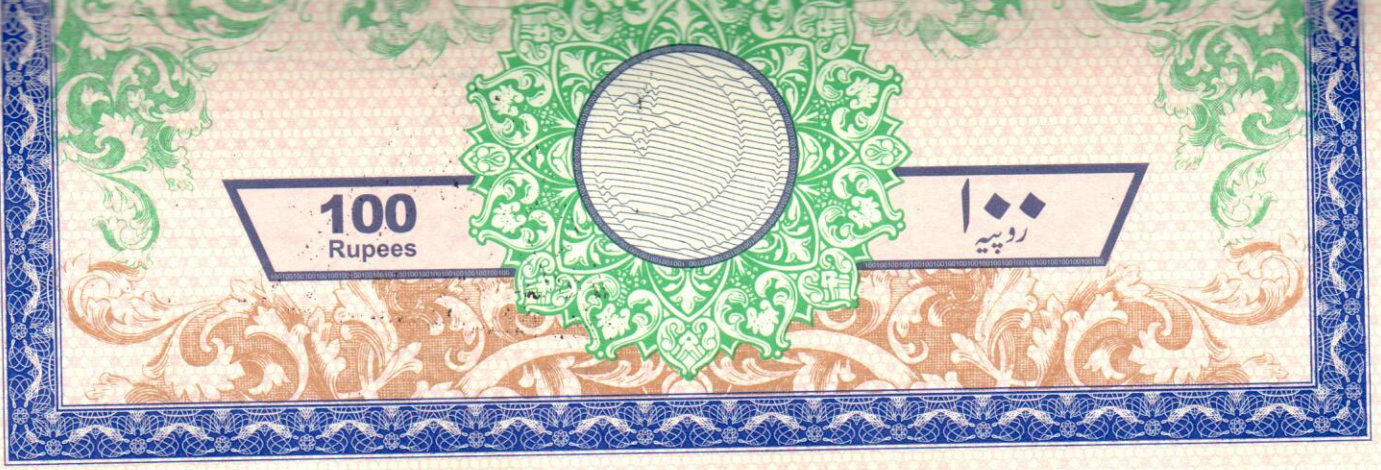
**Article I:**

**DUTIES & SCOPE OF SUPPLY AND AGREEMENT**

- 1.1 This Agreement includes, the "Provide & Supply of Printed Bags", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Provide & Supply of Printed Bags 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 Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provide & Supply of Printed Bags.
- 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".







STAMP OFFICE CITY COURT KARACHI  
Issued to M. Shafique Adv  
CNIC/LEG. NO. 1533741  
Vide D.S.R. No. 227 Dt. 2-11-18  
For the purpose of \_\_\_\_\_  
On Cash \_\_\_\_\_

(RUPEES ONE HUNDRED ONLY)

Article II  
SCOPE OF PROFESSIONAL SERVICES:

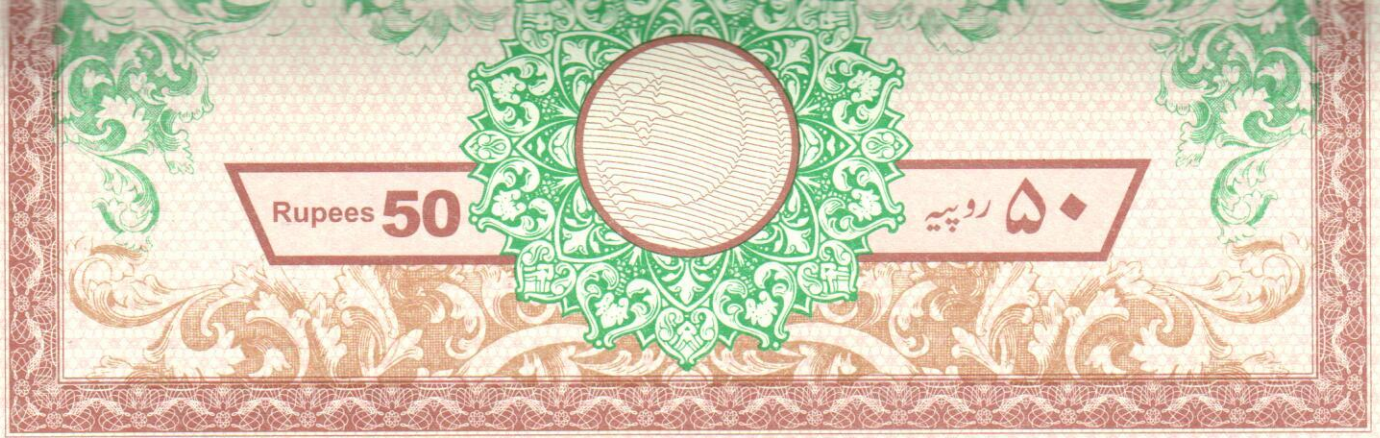
- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of Provide & Supply of Printed Bags in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & 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 on or before ~~November 15, 2018.~~ <sup>November 30</sup> ~~December~~ <sup>30</sup> 2018. *[Signature]*
- 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 procurement at the cost/charges amount offered in the tender vide # PS/03/18-19.

Article III  
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 232,186.50 (inclusive of all taxes) Provide & Supply of Printed Bags vide tender # PS/03/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;







**ZEESHAN STAMP VENDOR**  
Licence No. 144, Shop No.A-6, Block-17, Ruffi Heights  
Phase-I, Gulistan-e-Johar, Karachi.

29 OCT 2018

RUPES FIFTY ONLY

S. No. 25212 Date 29 OCT 2018  
Issued to With Address TAHA SIDDIQUI  
Through With Address ADVOCATE  
Purpose 1512000 CIKHI  
Value Rs. 1512000  
Stamp Vendor's Signature TAHA SIDDIQUI  
Not For use Bank Guarantee will force vendor to provide Any Fake Documentation

			M/s. MS International	
S. #	Description	Qty	Rate (Rs.)	Amount (Rs.)
1	<b>CED Hand Carrying Laptop Bag</b>  Size : Length : 15" 2. Breadth : 11" 3. Width : 4.5"  Material :Rexine (Katora) black color or better alternative will be used for the bag.  Zip front flap # 5 YKK, WAZIR or equivalent Zip # 10 YKK, WAZIR or equivalent for Main Bag.  Body Structure : One pocket (full size) upper flap with zip # 5  Partition inner side with wading.  Top handle rexine (katora) handle size : 8.5" x 3.5" x 2.0"  Plastic gola two lines on side of bag  Main bag with zip # 10  Nylon newar of 4.0" x 1.5" x 4.0' long black color with buckle set and two rings  Printing: Three logos and 4 color screen printing and inscription on front pocket  As per Sample available at Purchase Office	540	367.50	198,450.00
<b>Total</b>			<b>Rs. 198,450.00</b>	
<b>17% GST</b>			<b>Rs. 33,736.50</b>	
<b>Total Amount</b>			<b>Rs. 232,186.50</b>	

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 25 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase



Order. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provide & Supply of Printed Bags 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 / 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 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**

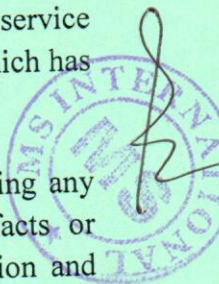
- 7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

**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 MS International, 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 MS International, 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 MS International, 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 MS International, 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.

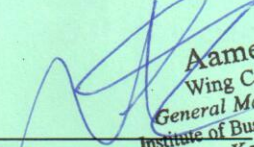
9.4 The validity of the contract will be effective from the date of issue of Purchase Order.

9.5 All terms and conditions of tender vide # PS/03/18-19 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 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  
Karachi-Pakistan

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

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



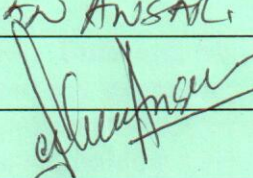
M/S MS International

NAME: Syed Masroor Hasan

CNIC # 41304-3598990-5

Address:

Suit No. 6, Society Building,  
Shahr-e-Quaideen, Karachi,

2. M SALMAN ANSARI  


CNIC# 41304-5126189-5

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

