

IMRAN-UDDIN STAMP - VENDOR

City Court Karachi (Pakishuhammad Waris Khan Ajmeri To With Address City Courts Karachi

Issued To With Address.....

Through With Address.

PURPOSE Value Hs.... Stamp Vendor Signature 2 6 JAN 2917

AGREEMENT

THIS AGREMENT is executed at KARACHI, on this day January.... 30. 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 Honesty Furnishers, having its office at Plot No. 3, Street 6, Sector 'C' Punjab Road, Manzoor Colony, Karachi-75460, hereinafter referred to as "THE 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 Hussain, holding CNIC No. 42301-0909022-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain furniture items vide tender # FUR/02/16-17 for the Provide, Supply & Fabrication of Furniture Items (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Furniture Works" and "THE SUPPLIER" have offered to render all kind of fabrication, fixing of furniture items (including but not limited to the "Furniture Works" 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.



Licence No. 170 Seat No.

City Court Karachi (PakiMahammad Waris Khan Almeri

Issued To With Address City Courts Karachi

Through With Addre

PURPOSE _____ Attested

Stamp Vandor Signature

2 6 JAN 2017

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official fabricator for the specific purpose of "Furniture Work" discussions in respect of the same with "IBA" before the determination of Scope of Work making Furniture Items to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for furniture. "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 "furniture work", discussions with "IBA" before the determination of scope of work to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

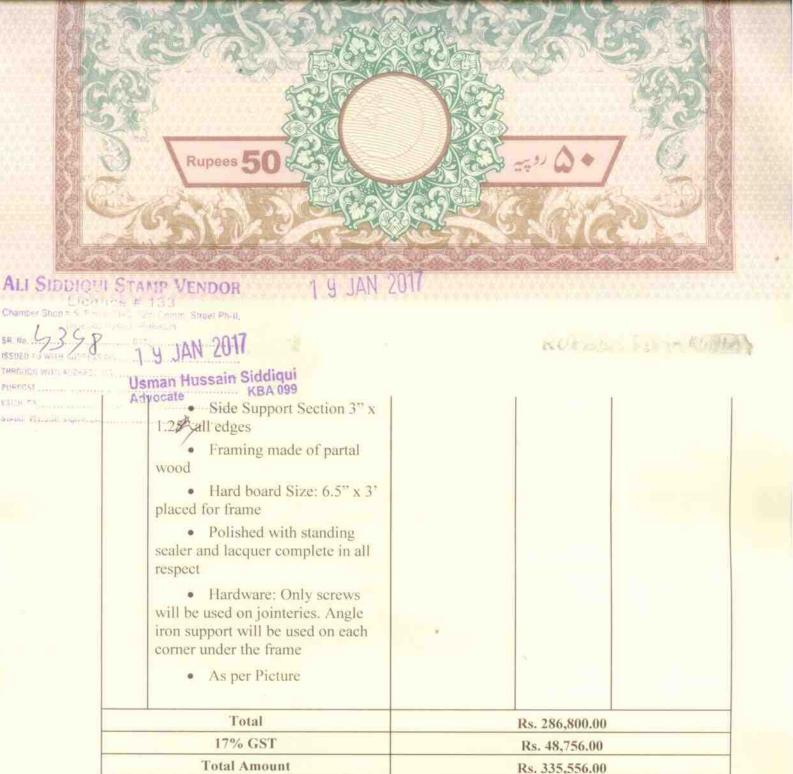
S#	Items	Qty	Rate	Amount
	Study Revolving Chair			
		12 units		
1	Moulded foam seat & back upholstered with fabric		8,450.00	101,400.00
	 DX Series from fabric project Lockable tilting mechanism 			
	Hydraulic Gas lift Parms			
	Nylon Fiber Base with Heavy Duty 5 Caster wheels base.			
	 Moulded Foam Seat having Fire Retarding Properties. 			



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THROUGH WITH ADDRESS HE	111111111111111111111111111111111111111	1 otaliani				
PURPOSE	USI	ocale KBA 099				
VALUE RES		Perforated in High Density Poly Propylene Shell. Specially Designed and Reenforced Commercial Seating With Double Layer P.P. Shell with Slap Stock Foam Under the Upholstry. Seat & Back Coushion Only Attached with Heavy Duty Bracket P.U. Armrest Reenforced with Aluminum Rod for Added Strength and Aesthetics Hydraulic Gas lift. Lockable Reclining Butterfly Mechanism Nylon fiber Base P.U. Coated Castors. As per Picture				
		Single Sheesham Wooden Bed				
		• Size: 3' x 6.5'	12 units	*		
		Head Board Foot Board and Side Support Section made of Sheesham Wood.	12 umts			
		 Size: 3'.0" x 6' 6" Headboard Size: 3'.0" x 				
	2	 Footboard Size: 3'.0 x 18" Frame Specs: 3'.0" x 1.25" thickness 		15,450.00	85,400.00	
		• Inner Support Bars Headboard 2.0" x 1.25" x 13"	- 1			

Head (5 Bars) Spacing 4.5" · Imman Community The



- 1.2 "THE SUPPLIER" agrees to provide any/all kind of furniture works 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 Purchase & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed furniture work.
- 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,



ALI SIDDIQUI STAMP VENDOR

hamber Shop # 5. Plot # 23-C. 12th Comm. Street Ph-II.

THROUGH WITH ALCRESS THE USMan Hussain Siddiqui

MPOSE Advocate KB

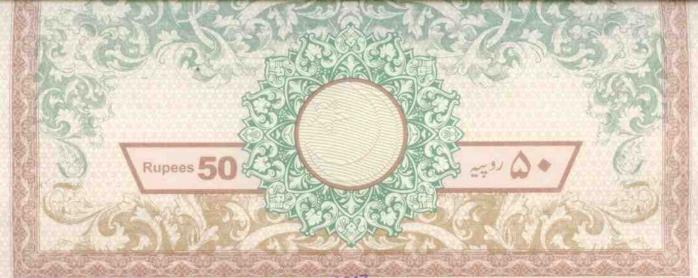
Article II
SCOPE OF PROFESSIONAL SERVICES:

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- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of Furniture Work in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the 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 30 days after approval of samples.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "THE SUPPLLIER", 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 # FUR/02/16-17.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 335,556.00 (inclusive of all taxes) Provide, Supply & Fabrication of Furniture Items for Boys Hostel tender vide # FUR/02/16-17 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 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 Works.



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1 9 JAN 2017

RUPEES FIFTY ON

Usman Hussain Siddiqui

Advocate Work will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Furniture Items 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.
- 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

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:

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 Honesty 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.
- 8.3 M/s Honesty Furnishers, 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, contact, 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 Honesty 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 Honesty Furnishers, 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 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 Work Order.
- 9.5 All terms and conditions of tender vide # FUR/02/16-17 will be the integral part of this agreement and can't be revoked.
- 9.6 The furniture fabricators / firms / dealers must ensure that specified article/items should be presented for approval before start of work. Unavailability of article/items at the time of Work Order or material shortage due to any reason whatsoever would lead to forfeiture of Bid Security.
- 9.7 M/s Honesty Furnishers must ensure that specified article/items should be presented for approval before start of work. Unavailability of article/items at the time of Work Order or material shortage due to any reason whatsoever would lead to forfeiture of Bid Security.
- 9.8 Sample must be provided to Purchase Office for approval before start of work.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

Foil	JAMI MOIZ REGISTRAR Institute of Business Administration Karachi, Pakistan
NAME: Jami Mo	piz

CNIC#

Address:

Registrar, Institute of Business Administration Main Campus

University Road, Karachi

M/S HONESTY FURNISHERS.

NAME: Muhammad Hussain

CNIC # 42301-0909022-3

Address: Plot No. 3, Street Sector 'C' Punjab Road, Manzoor Colony,

Karachi-75460

M. SOHAIL KHAN Manager Purchase & Stores

institute of Business Administration Karachi-Pakistan

Muhammal Mubeen.