



AMIR KHAN QADRI
N-11C, UK Square Bl-16 FB, Area, Karachi

6896 Date
With Address Advocate
With Address M. Pirzada Leg 767
Attached
Notary's Signature
Used Bank Guaranty/will/di-vorce
Not Responsible Any Fake Documentation

31 AUG 2016

RUPEES ONE HUNDRED ONLY



AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day Sept 05, 2016.

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 M. F. Brothers, having its office at # 430-431, Hoor Center North Napier Road 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. Fahim, holding CNIC No. 42501-9944451-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain General & Maintenance Items vide tender # MISC/1/16-17 to Provide & Supply of General & Maintenance Items (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "General & Maintenance Items" and "THE SUPPLIER" have offered to supply of General & Maintenance Items as per IBA standards & handing over in finished form complete in all



AMIR KHAN QADRI

10, 15, N-1/C, UK Square BI-16 F.B. Area, Karachi

6897 Date **31 AUG 2016**

With Address **M. Pirzada Advocate**

At Address **Karachi Leg 57**

Attached

Endor's Signature

Used Bank Guaranty/will/divorce

Not Responsible Any Fake Documentation



WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "General & Maintenance Items" discussions in respect of the same with "IBA" before the determination of Scope of General & Maintenance Items. "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 SUPPLIES & AGREEMENT

1.1 This Agreement includes, the "General & Maintenance Items", as per "IBA" requirement mentioned in Tender BoQ.

S.#	Specification	Qty	Unit	Rate	Amount
General Items					
1	Room Air Freshener Spray Volume: 300 ml Assorted Fragrances Brand: Lotion Perfect	408	Pieces	172.80	70,502.40
2	Toilet Air Freshener Brand: Roomi	1572	Pieces	15.40	24,208.80
3	Dusting Cloth 36" x 30" Plain Fabric ("A" Quality) As per Sample	888	Pieces	38.40	34,099.20
4	Dispenser for liquid soap	18	Pieces	399.00	7,182.00
				65.00	390.00



ARHAN RAZA

Stamp Vendor Licence No.05

Floor Plot # 1647/3, F.B. Area, Karachi

Date: S.M. Raza

With Address: _____

With Address: _____

Witnessed: _____

Signature: _____

(RUPEES TWO HUNDRED ONLY)

28 JUN 2015



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 Manager Purchase & Stores, of the "IBA" who will assist "SUPPLIER" in supervision of proposed supply.

Article II

SCOPE OF PROFESSIONAL SERVICES:

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 "SUPPLIER" hereby agreed 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 supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.

2.4 Ten (10) days from the date of Purchase Order will be required to deliver the General & Maintenance Items at the SUPPLIER'S expense.

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

200
Rupees



(RUPEES TWO HUNDRED ONLY)

FARHAN RAZA

Stamp Vendor Licence No.05
5, G. Floor Plot # 1647/3, F.B. Area, Karach

29827
to with Address Mr. M. Chahid Ch.
to with Address Mr. Adt.
Rs. 1000000
Vendor's Signature

28 JUN 2016



2.6 "THE SUPPLIER", will provide all required / necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the delivery of General & Maintenance Items at the cost/charges amount offered in the tender vide # MISC/1/16-17.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 159,567.41 (inclusive of all taxes) Provide & Supply of General & Maintenance Items but limited to in tender vide # MISC/1/16-17 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.
- 3.2 Liquidity damages @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 30 days subject to Purchase Order handed over by supplier to IBA before the starting date mentioned on the Purchase Order, Supplies will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of General & Maintenance 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 Purchase Order will be provided by the

- 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 M. F. Brothers, 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



8.3 M/s M. F. Brothers, 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 M. F. Brothers, 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 M. F. Brothers, 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 in the contents as required by the contractor on offered sample or in course of the supplies in progress which entail extra time & labor and material on part of the fabrication, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE(S) if any alteration(s), arise charges will be paid on mutually agreed upon.

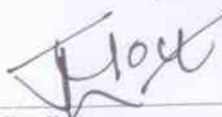
9.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

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 # MISC/1/16-17 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.



"IBA"
JAMI MOIZ
REGISTRAR
Institute of Business Administration
Karachi, Pakistan

NAME: Jami Moiz

CNIC # _____

Address:

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


M/s M. F. BROTHERS
NAME: M. FAHIM
CNIC # 42501-9944451-5
Address: 430-431, Floor-Center,
North Napier Road, Karachi

WITNESS:

1. 

2. 

NIC 42000-6532792-5