



MUHAMMAD JUNAID Stamp Vendor

Licence No. 77, Shop No. 147, Mashriq Centre  
Gulshan-e-Iqbal, Block-14, Karachi

S. NO. 161288

09 MAY 2016

RUPEES TWO HUNDRED ONLY

Through W. Anmen Siddiqui  
Purp. Anger! Lc. No. 8x2  
Valid Advocate  
Stamp Vendor  
Not For Invoice Deed  
Vendor Not Responsible Any Fake Documentation

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day May 12, 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 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 Electrical Items vide tender # ME/09/15-16 to Provide & Supply of Electrical Items (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Electrical Items" and "THE SUPPLIER" have offered to provide & supply of Electrical Items as per IBA standards & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.





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**(RUPEES TWO HUNDRED ONLY)**

S NO: **161289** DATE: **09 MAY 2016**  
 Issued Through: **Amreen Siddiqui**  
 Purpose: **LC No. 8479**  
 Advocate: **Amreen Siddiqui**  
 Stamp Vendor: **Amreen Siddiqui**  
 Not For: **Divorce Deed**  
 Vendor Not Responsible Any Fake Documentation

### WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Electrical Items" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Electrical 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 "Electrical Items", as per "IBA" requirement mentioned in Tender BoQ.

Sr. #	Description	Quantity	Rate (Rs.)	Amount (Rs.)
1	Capacitors Amber PF 440500A , KVAR 50 , VOLTS 440, Amps 65.6 C822uf, Hr 50	24	24,900.00	597,600.00
Total			Rs. 597,600.00	
17% GST			Rs. 101,592.00	
Total Amount			Rs. 699,192.00	

1.2 "SUPPLIER" agrees to provide item to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.





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S No. 161790

09 MAY 2016

Through  
Fauzan Ahmed Siddiqui  
Advocate  
Lc. No. 8423

#### 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 Minimum 07 (Seven) days after Approval of Sample(s) will be required to deliver the Electrical Items at the SUPPLIER'S expense.
- 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 labor(s) / transportation(s) / cartage(s) what so ever required to complete the delivery of Electrical Items at the cost/charges amount offered in the tender vide # ME/09/15-16.

#### Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 699,192.00 (inclusive of all taxes) Provide & Supply of Electrical Items but limited to in tender vide # ME/09/15-16 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





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09 MAY 2016

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Issued To

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Advocate

Value Rs.

Stamp

Not For

Vendor Not Responsible

Ahmed Siddiqui  
LC NO. RK23

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completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Electrical 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 party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / purchase 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





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Licence No 77, Shop No 147, Mashriq Centre  
Gulshan-e-Iqbal, Block-14, Karachi  
161342 09 MAY 2016

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S.N.O. 161342  
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Through  
Purpose: Ahmen Sadiqui  
LC No. 8x75  
Advocate  
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#### 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 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





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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 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 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 in the contents as required by the contractor on proof 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





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S NO. 101394  
Issued To: 09 MAY 2016

Through: W/ Ahmed Siddiqui

Purpose: Yaqeen  
Not For: Advocate

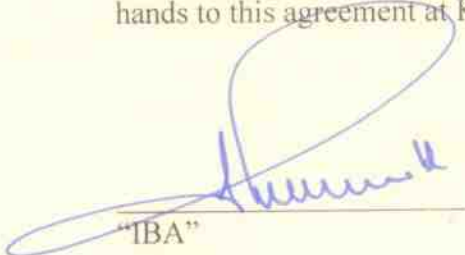
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9.5 All terms and conditions of tender vide # ME/09/15-16 will be the integral part of this agreement and can't be revoked.

9.6 Standard OEM warranty required in the name of Institute of Business Administration, Karachi (IBA, Karachi).

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"

NAME: Capt. (Retd.) Ahmed Zaheer PN

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

Address:  
Registrar, Institute of Business  
Administration Main Campus

University Road, Karachi

WITNESS:

1. 

M. SOHAIL KHAN

Manager Purchase & Stores  
Institute of Business Administration  
Karachi-Pakistan

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

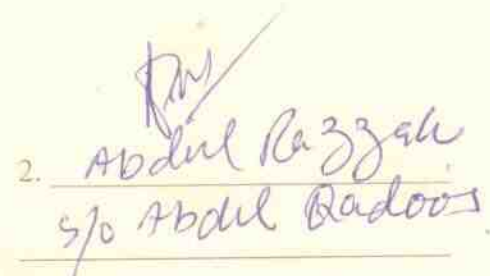
  


M/S AL-WAQAD ENTERPRISES

NAME: KHALID MEHMOOD

CNIC # 42501-0899319-1

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

2.   
s/o Abdul Badoos

CNIC # 42-201-0673754-7