

984702



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AAMIR ALI STAMP VENDOR 93585

Flat No. A-8, Lawry's Plaza, Danton Road, Karachi.

Lic. No. 36

S. No. /

DATE: 19 NOV 2019

KARIM BUKSH  
ADVOCATE

### AGREEMENT

Provide & Supply of Furniture Items for Boys Hostels

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE NOT FOR SALE

VALUE RS

STAMP VENDOR SIGNATURE

(RUPEES ONE THOUSAND ONLY)

THIS AGREEMENT is executed at KARACHI, on this day November....., 2019.

#### 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 Decent Furnishers, having its Office Plot # 24, 03, Area - 36-C, Landhi, 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. Ashraf, holding CNIC No. \_\_\_\_\_ on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Provide & Supply of Furniture Items for Boys Hostels vide tender # FUR/07/18-19 for the Provide & Supply of Furniture Items for Boys Hostels (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provide & Supply of Furniture Items for Boys Hostels" and "THE SUPPLIER" have offered to render all kind of Provide & Supply of Furniture Items for Boys Hostels (including but not limited to the "Provide & Supply of Furniture Items for Boys Hostels" of the

Provide & Supply of Furniture Items for Boys Hostel vide tender # FUR/07/18-19



proposed supply 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:**

**WITNESSETH**

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Provide & Supply of Furniture Items for Boys Hostels" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Furniture Items for Boys Hostels. "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**

This Agreement includes, the "Provide & Supply of Furniture Items for Boys Hostels", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".

"THE SUPPLIER" agrees to provide any/all kind of Provide & Supply of Furniture Items for Boys Hostels to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

"THE SUPPLIER" will coordinate their supply with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provide & Supply of Furniture Items for Boys Hostels.

"THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.

"THE SUPPLIER" is responsible for the safety of all its activities including protection of the environment on and off the site in accordance to the best international practices.

All logistic charges will be borne by "THE SUPPLIER".

**Article II**  
**SCOPE OF PROFESSIONAL SERVICES:**

"THE SUPPLIER" hereby agree and acknowledge to Provide & Supply of Furniture Items for Boys Hostels in accordance with the Description & Specification.

2.1 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.

2.2 Delivery on or before January 30, <sup>2020</sup>~~2019~~.

- 2.3 All staff must have CNIC and clearly mentioned to discourage supply through child labor.
- 2.4 “THE SUPPLIER”, will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # FUR/07/18-19.
- 2.5 Sample(s)/specimen/swatch(es) of items should be provided by the supplier/contractor at its own cost to the Procurement Office. Sample(s)/specimen/swatch(es) quantity would be included in requirement.

**Article III**  
**REMUNERATION**

The cost offered by the Supplier is Rs.908,739.00 (inclusive of all taxes) Provide & Supply of Furniture Items for Boys Hostels vide tender # FUR/07/18-19 variation may occurred. The cost is inclusive of labor / transportation / supplies / etc. Details of items are appended below;

1	<b>Foam Mattresses</b> Brand: Master Molty Foam or equivalent width 3 ft., length 6.5 ft. & thickness 4 inches	50	5,900.00	295,000.00
2	<ul style="list-style-type: none"><li>· <b>Revolving Chair</b></li><li>· Brand: Master Offisys or equivalent</li><li>· Model &amp; Series: Aura LBC or equivalent</li><li>· Sleek and stylish polypropylene armrests.</li><li>· Fixed position angle control system at 2 positions.</li><li>· Extra torsion adjustment control.</li></ul> Maroon color revolving chairs. <ul style="list-style-type: none"><li>· Flexibility in choice of upholstery fabric &amp; leatherette.</li><li>· High frequency compression process on multi-layered veneer shell, anatomically designed for posture support.</li><li>· 5-prong pressure die-cast Aluminum / Nylon with reinforced glass base for added seating support.</li><li>· Twin wheel castors, which meet requirements for BIFMA and DIN standards.</li><li>· Adjustable seat height-gas lifts type and swivel.</li><li>· The S-shape backrest is designed according to the contour of the human spine to provide optimum lumbar.</li></ul> As per Sample	15	12,500.00	187,500.00



3	<b>Almirah</b> Single Door Wooden Almirah /Cupboard Height-6 ft. Width 2 ft shelves 2 inside & 1 hanger rod	30	8,740.00	262,200.00
4	<b>Foosball Table</b> Size: 30" in width and 56" in length Material: Solid Sheesham woo Rods: Hollow rods Polish Lacquer Finish	1	32,000.00	32,000.00
<b>Total</b>			Rs. 776,700.00	
<b>GST 17%</b>			Rs. 132,039.00	
<b>Total Amount</b>			Rs. 908,739.00	

A 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 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 Furniture Items for Boys Hostels.

Payment will be made after delivery and submission of invoice.

Performance Security 5% of total amount of Purchase Order will be provided by the party.

Stamp Duty @ 0.35% of the cost of transaction / purchase order will be deposited in Government treasury by the SUPPLIER. This paid Stamp papers challan would be submitted along with the Bill / Invoice.

Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by SUPPLIER as per SRO/Notification.

#### **Article IV:** **ARBITRATION**

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 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**

“IBA” may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 30 day’s notice.

**Article VI:**  
**INDEMNITY**

“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**

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**

The intention not to obtain the procurement 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).

8.1 Without limiting the generality of the forgoing the M/s Decent 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.

8.2 M/s Decent Furnishers Traders, 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.

8.3 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Decent 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 Decent Furnishers, as aforesaid for the purpose of obtaining or inducing procurement or other obligation or benefit in whatsoever from the IBA.

**Article IX:**  
**WARRANTY**

One year warranty for the listed items vide Article III must be provided by the M/s Decent Furnishers. However OEM warranty would be according to the manufacturer's standard.

Build warranty of at least (01) ONE year must be provided for handmade / crafted items.

**Article X:**  
**SEVERABILITY**

If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

**Article XI:**  
**MISCELLANEOUS**

Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the supply 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.

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

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.

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

All terms and conditions of tender vide # FUR/07/18-19 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.

"IBA"

NAME: Aamer Shahbbir Khan  
General Manager Administration  
Institute of Business Administration (IBA),  
Karachi, Pakistan

Address:

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

M/s Decent Furnishers  
NAME: M. Ashraf

CNIC # 42201-1767550-5

Address: House No. 19 Street No 05/36-C  
area Landhi

Plot # 24, 03, Area - 36-C,  
Landhi, Karachi

WITNESS:

1. \_\_\_\_\_

"IBA"

NAME: M. Sohail Khan

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

M. SOHAIL KHAN  
Manager Purchase & Stores  
Institute of Business Administration  
Sr. Manager Purchase & Stores  
Institute of Business  
Administration Main Campus  
University Road, Karachi

2. \_\_\_\_\_

M/s Decent Furnishers

NAME:

CNIC # 42201-6955915-7

Address: House No 19 Street No 5  
Landhi No 6 Karachi

3. Mashooque Ali Bhatti  
Director, Human Resources

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

Address: IBA Boys Hostel

4. \_\_\_\_\_

M/s Decent Furnishers

CNIC# 42201-4657394-9

Address: 3/24 Area 36.C Landhi  
Karachi



D146157



**AAMIR ALI STAMP VENDOR**

Flat No. A-6, Lawrance Plaza, Garden West, Karachi.

Lic. No. 38

S. No.

79248

DATE: 15 OCT 2019 M. YAQOOB

ADVOCATE

ISSUED TO WITH ADDRESS .....  
THROUGH WITH ADDRESS .....

PURPOSE NOT FOR USE DIVORCE DEED

VALUE RS. .... (ATTESTED)

STAMP VENDOR SIGNATURE .....

(RUPEES TWO HUNDRED ONLY)



A635122



AAMIR ALI STAMP VENDOR  
Flat No. A-8, Lorraine Plaza, Garden West, Karachi.  
Lic. No. 38  
S. No.

93607

(RUPEES FIVE HUNDRED ONLY)

DATE: 19 NOV 2019 MALIK SHER  
AFSAR ADV.

ISSUED TO WITH ADDRESS .....  
THROUGH WITH ADDRESS .....  
PURPOSE, NOT FOR CEB DIVORCE DEED .....  
VALUE RS .....  
STAMP VENDOR SIGNATURE .....



A635120



AAMIR ALI STAMP VENDOR  
Flat No. A-6, Lawrance Plaza, Garden West, Naredu,  
Lic. No. 38  
S. No.

93605

(RUPEES FIVE HUNDRED ONLY)

DATE: 19 NOV 2019

MALIK SHER  
AFSAR ADV.

ISSUED TO WITH ADDRESS .....  
THROUGH WITH ADDRESS .....  
PURPOSE NOT FOR USE INVOICE DEED .....  
VALUERS ..... (ATTESTED) .....  
STAMP VENDOR SIGNATURE .....



A635121



AAMIR ALI STAMP VENDOR  
Flat No. A-6, Lavrance Plaza, Garden West, Karachi  
Lic. No. 38  
S. No.

93606

(RUPEES FIVE HUNDRED ONLY)

DATE: 19 NOV 2019 MALIK SHER  
AFSAR ADV.

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



A635119



AAMIR ALI STAMP VENDOR  
Flat No. A-6, Lawrance Plaza, Garden West, Karachi.  
Lic. No. 38  
S. No.

93604

(RUPEES FIVE HUNDRED ONLY)

DATE: 19 NOV 2019

MALIK SHER  
AFSAR ADV.

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