



MUHAMMAD JUNAID Stamp Vendor  
Licence No. 77, Shop No. 14, Mashtir Centre  
Gulistan-e-Iqbal Block 14, Karachi

(RUPEES FIVE HUNDRED ONLY)

S. NO. 24995 ..... 26 AUG 2016

Stamp Vendor  
Purpose  
Value  
Stamp Vendor  
Not For Sale  
Stamp Vendor  
Not For Sale

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day 5th Sep, 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 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 provide & supply of General & Maintenance Items as per IBA standards & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.





SHAHID SALEEM Stamp Vendor

Licence No. 10, Shop No. 10, Gulshan-e-Saba, Karachi

25114

DATE: 08 AUG 2018

Issued To: WAJAHAT ALI

Through: WAJAHAT ALI

Purpose: No. 4569 Advocate

Value Rs. 1000000

Stamp Vendor's Signature: [Signature]

Not For Use: Free Will & Discretion

Under No. Deserveable Any Fake Documentation

"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

RUPEES ONE HUNDRED ONLY

#### 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
<b>General Items</b>					
1	<b>Mop Pad</b> 450gm / 160z Maximum weight & Size As per Sample	144	Pieces	96.00	13,824.00
2	<b>Mortien Spray</b> Mosquito & Fly Killer 400ml Mortein Naturgard	200	Pieces	371.50	74,300.00
3	<b>Naphthalene Balls 200gm (ASP)</b>	116	Packets	42.00	4,872.00
4	<b>Washing Powder</b> Packing: 95 g Brand: Surf Excel	540	Pieces	22.41	12,101.40
5	<b>Glass Cleaner Spray</b> Packing: 10 litre can Brand: Glint	12	Cans	2,250.00	27,000.00
6	<b>Scotch Brite</b> Regular, Brand: 3M	288	Pieces	19.30	5,558.40
7	<b>Dishwashing Powder</b> Packing: 450 g bag Brand: Vim / Max	240	Pieces	64.62	15,508.80





100  
Rupees



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

will assist "SUPPLIER" in supervision of proposed supply.

(RUPEES ONE HUNDRED ONLY)

SHAHID SALEEM Stamp Vendor  
Licence No.66, Shop No.1, Karim Plaza  
Gulshan-e-Iqbal, Block-14, Karachi

25115

26 AUG 2016

### 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 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 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. 179,202.58 (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.

- 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**

- 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**





- 8.2 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 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 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 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.



*[Signature]*  
"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

WITNESS:

1. *[Signature]*

**M. SOHAIL KHAN**

Manager Purchase & Stores

CNIC # \_\_\_\_\_  
Institute of Business Administration  
Karachi-Pakistan

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

*[Signature]*  


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. *[Signature]*  
Abdul Qader s/o Abdul Razzaq

Hous No - 21 - Calino II.

Mohala G.B. Landhi - Karachi

CNIC # 42201-5693728-5

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