



KASHIF RAZA STAMP VENDOR  
Licence No. 02 G-14, Spanish Homes  
Phase-1, D.H.A., Karachi.

17 NOV 2020

RUPEES TWO THOUSAND ONLY

S.no. 73158 Date .....  
Issued To With Address .....  
Through With Address .....  
Purpose .....  
Value Rs. 2000 Attached document HC/8309/Khi  
Stamp Vendor's Signature .....  
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

### AGREEMENT

Provision of Furniture Items

THIS AGREEMENT is executed at KARACHI, on this day November 18, 2020.

### BETWEEN

M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Enclave, 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 INSPIRE TRADING CO., having its office at Plot 7B, Ch. Rehmat Ali Road, G-Sector Manzoor Colony Karachi, hereinafter referred to as "THE CONTRACTOR" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Rashid Iqbal, holding CNIC No. 4230107501299 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision of Furniture Items vide tender # FUR/02/20-21 for (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision of Furniture Items" and "THE SUPPLIER" have offered to render all kind of Provision of Furniture Items including but not limited to the "Provision of Furniture Items" 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.





AASHIF RAZA STAMP VENDOR  
Licence No. 02 G-14, Spanish Homes  
Phase-1, D.H.A., Karachi.

S.no. 71301 Date 10 NOV 2020  
Issued To With Address.....  
Through With Address.....  
Purpose.....  
Value Rs. 1000/-  
Stamp Vendors Signature.....  
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

10 NOV 2020

(RUPEES ONE THOUSAND ONLY)

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 "Provision of Furniture Items" discussions in respect of the same with "IBA" before the determination of Scope of Provision of Furniture 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 SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Provision of Furniture Items", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Provision of Furniture Items 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 Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision of Furniture Items.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of contractor. IBA will not be responsible for any mishap.





(RUPEES FIVE HUNDRED ONLY)

KASHIF RAZA STAMP VENDOR  
Licence No. 02 G-14, Spanish Homes  
Phase-1, D.H.A., Karachi.

16 NOV 2020

S.no. 72830 Date .....  
Issued To With Address.....  
Through With Address..... MUHAMMAD SABIR  
Purpose..... Advocate H/G/8309/KHI  
Value Rs..... Attached.....  
Stamp Vendors Signature.....  
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.

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

#### Article II

#### SCOPE OF PROFESSIONAL SERVICES:


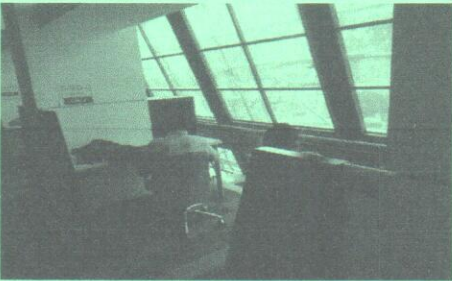
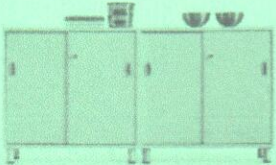
- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provision of Furniture Items in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery on or before January 29, 2021.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "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/02/20-21

#### Article III



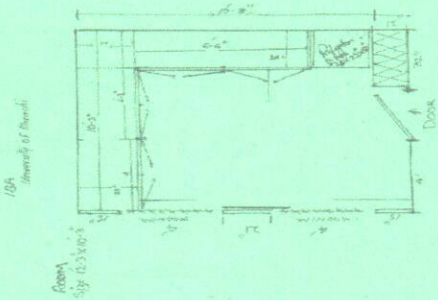
#### REMUNERATION

- 3.1 The cost offered by the Supplier is Rs.989,001.00 (inclusive of all taxes) Provision of Furniture Items vide tender # FUR/02/20-21 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

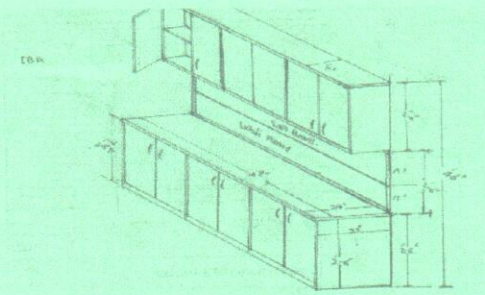
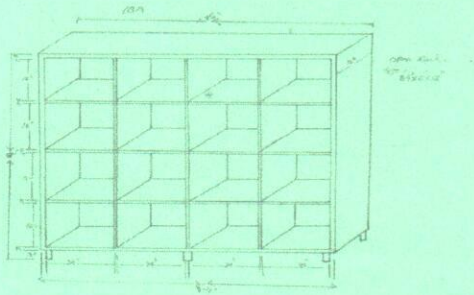



S. #	Description	Quantity	Rates	Amount (Rupees)
1(a)	<p><b>Study Carrel</b></p> <p>Study Carrel – QTY 2 (Ground Floor for 4 person each)</p> <p>Size = 3'-10" x 5'- 8"</p> <p>Manufacturing and providing Study Carrel consist of MDF with oak ply pressed on both sides with approved polish finish, Partition wall in MDF boxing and corian band over MDF boxing having provision of lights &amp; fixing. 4 no. of down lights and 4 no. of Technology Boxes with wiring as per approved manufacturer 4 flat pin power, 4 no. power button for lights &amp; 4 network node (outlets). All MS works in white powder coating.</p> 	2	95,600.00	191,200.00
1(b)	<p>Study Carrel – QTY 2 (first Floor for 1 person)</p> <p>Size 2'-0 x 4'-6" Manufacturing and providing Study Carrel consist of MDF with oak ply pressed on both sides with approved polish finish, partition wall in MDF boxing, MDF boxing having provision of lights &amp; fixing. 1 no. of Technology Box with wiring as per approved manufacturer 1 flat pin power outlet &amp; 1 no. network outlet. All MS works in white powder coating.</p> 	2	49,500.00	99,000.00
2	<p><b>Filling Cabinet</b></p> <p>Master Offisys MO-SLH 09 (Laminate 7600 - White)</p> <p>Measurements: L6' x D1'-3" x H 2' – 10"</p> 	1	28,500.00	28,500.00

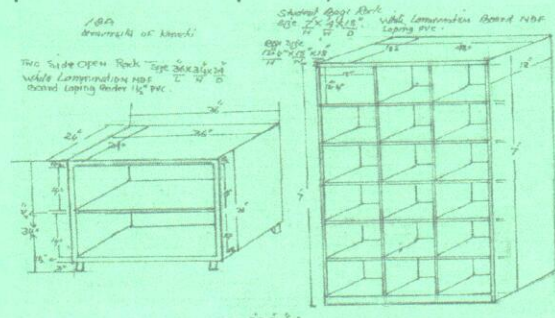


3	<p><b>Meeting Table</b> Master Offisys Laminate 7600 Ch-F/M with Imported Leg</p> 	2	21,500.00	43,000.00
4	<p><b>Cafeteria Chair</b> Colour: Blue, Mango, Grey, Olive Interwood Dexture Chair or equivalent Material: Plastic shell with metal frame Finishing: Powder Coating Seat Height: 440mm Size: mm530W x 550D x 815 H Tube: 25mm dia * 1.2mm thickness</p> <p>SKU: EF-A01 – RD-43752 SAP CODE FG060000022 As Picture</p> 	8	8,200.00	65,600.00
5(a)	<p><b>Kitchen Cabinet 7'-0" x 2'-0" (area- 14)</b> Manufacturing and providing Kitchen Cabinet consist of MDF lamination &amp; PVC lipping of approved colour, complete in all aspects.</p> 	1	28,500.00	28,500.00

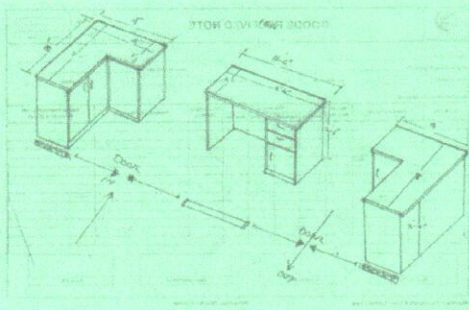


5(b)	<p><b>Kitchen Cabinet 7'-0" x 3'-0" (area- 21)</b> Manufacturing and providing Kitchen Cabinet consist of MDF lamination &amp; PVC lipping of approved colour, complete in all aspects.</p> 	1	43,500.00	43,500.00
	<p><b>KITCHEN SHELVES 8'-0" X 10'-0" (Area -80)</b> Manufacturing and providing shelves consist of MDF lamination &amp; PVC lipping of approved colour with SS Base, complete in all aspects.</p> 	1	81,500.00	81,500.00
6	<p><b>Filing Cabinet 8'-0" x 5'-2" (area 41.36)</b> Manufacturing and providing Filing Cabinet consist of white MDF lamination with approved colour, complete in all aspects.</p> <p>Colour: White MDF Width 5 feet height 8 feet depth 1.6 feet No. of coloum: 3, No. of Rows: 4 (each shelf height: 2ft each)</p> 		56,500.00	56,500.00



		1		
7	<p>Lockers front shutter with lock, ground floor (area - 56 SFT)</p> <p>Manufacturing and providing Lockers front shutter with lock consist of Alnoor MDF Supper Gloss 2027 or of approved colour, complete in all aspects.</p> <p>Height 6.6 feet width 10 feet (excluding 1.6feet space of water dispenser)</p> 	1	88,500.00	88,500.00
8	<p><b>CORIAN FIXING - EXTRA WORK</b> <b>(area - 52 SFT)</b></p>			



9	<p>Counter &amp; Reception</p> <p>Manufacturing and providing Counter &amp; Reception consist of Alnoor or equivalent MDF Supper Gloss 2001 – side tables and 3096 - central table or of approved colour, complete in all aspects.</p> <p>side table 2'-0" x 4'-0" x 2'-6" (area – 20)</p> <p>side table 2'-0" x 4'-0" x 2'-6" (area – 20)</p> <p>central table 6'-6" x 2'-6" (area - 16.25)</p> 			
		1	41,500.00	41,500
		1	41,500.00	41,500
		1	36,500.00	36,500
<b>Total</b>			<b>Rs. 845,300.00</b>	
<b>17% GST</b>			<b>Rs. 143,701.00</b>	
<b>Total Amount</b>			<b>Rs. 989,001.00</b>	

3.2 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 Provision of Furniture Items.

3.3 Payment will be made after delivery and submission of invoice.

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 / work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp papers 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 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 any time after issuing a 30 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 Inspire Trading Co., 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 Inspire Trading Co., 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 Inspire Trading Co., 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 Inspire Trading Co., as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.



**Article IX:**

**WARRANTY**

9.1 At least 01 year warranty must be provided by the M/s Inspire Trading Co.

**Article X:**

**SEVERABILITY**

10.1 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**

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


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

11.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be corrected and abide by the same.

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

11.5 All terms and conditions of tender vide # FUR/02/20-21 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.

  
**Dr. Muhammad Asad Ilyas**  
Registrar  
Former Chairperson Accounting & Law Department  
Institute of Business Administration (IBA).  
Karachi, Pakistan

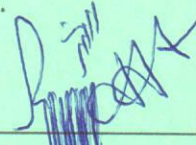
"IBA"

NAME: Dr. Muhammad Asad Ilyas

CNIC # 42301-4497722-9

Address:

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


  
M/s Inspire Trading Co.  
NAME: Rashid Iqbal

CNIC # 423010750129-9

Address:

Plot 7B, Ch. Rehmat Ali Road,  
G-Sector Manzoor Colony Karachi

**WITNESS:**

1.   
Syed Fahad Jawed


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

Address:

Head of Procurement

Focal Person IBA

Mr. Muhammad Anwar / Chief Librarian

2.   
M/s Inspire Trading Co.  
NAME: MAZHAR ALI  
CNIC # 412019329807-1  
Address: Manzoor Colony.