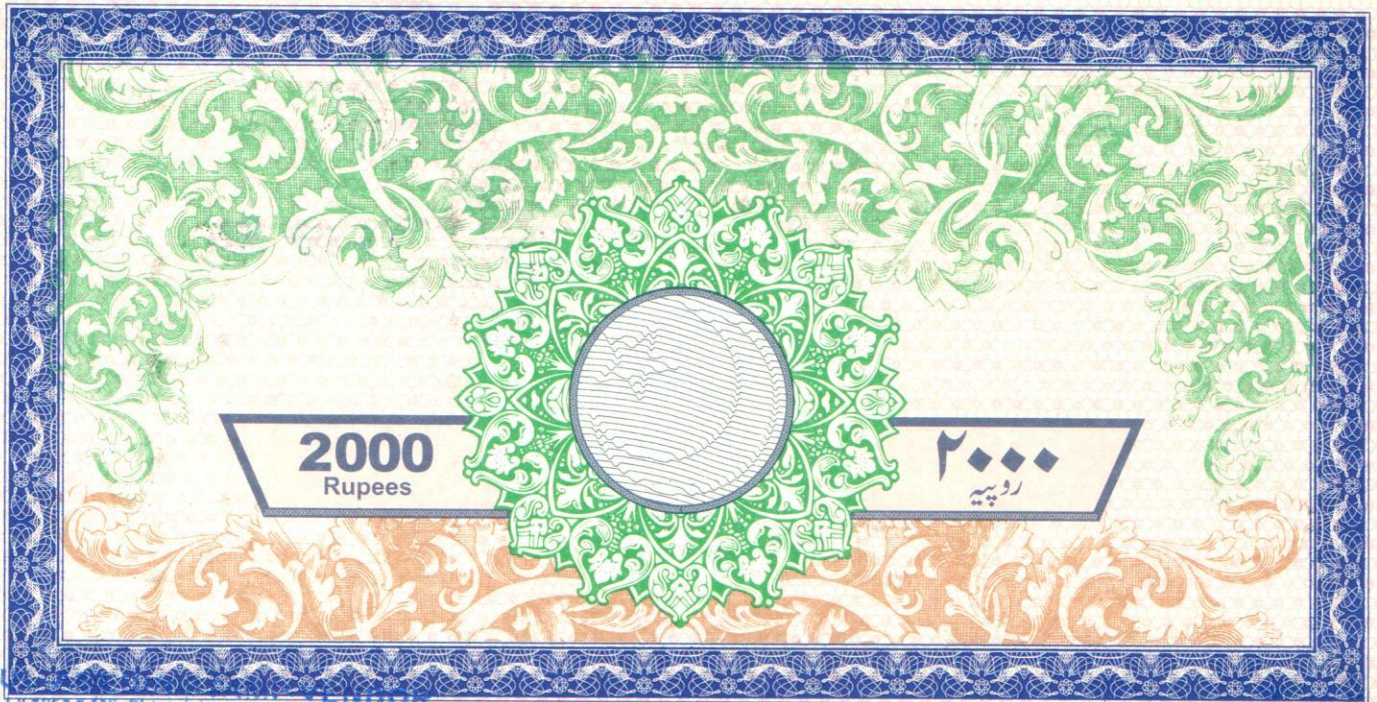


861164



ZAIN-
VENDOR
License # 116, Place Adjacent Suite # 44
Ruby Centre, Talpur Road, Saddar Market, Karachi.

NO. 6160
DATE
ISSUED TO WITH ADDRESS: M. IBBAL QURESHI ADVOCATE
THROUGH WITH ADDRESS: L. NOT 6103/HC Karachi
PURPOSE: R.F.V.
VALUE RS. ATTACHED
STAMP VENDOR'S SIGNATURE
FOR NOT RESPONSIBLE ANY FAKE DOCUMENTS

23 SEP 2021

(Stamp/Signature area)



AGREEMENT

Provision of Souvenir for Convocation-2020

THIS AGREEMENT is executed at KARACHI, on this day September 30, 2021.

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 Jamal & Sons, having its office at **Suite # A-4, First Floor, Al-Maqdoom Centre, Plot # 8/81, Sarai Quarters, Paper Market Karachi**, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor **Mr. Jamal Mahboob**, holding CNICNo. 42101-0717316-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision of Souvenir for Convocation-2020 vide tender # MISC/02/21-22 for (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision of Souvenir for Convocation-2020" and "THE SUPPLIER" have offered to render all kind of Provision of Souvenir for Convocation-2020 including but not limited to the "Provision of Souvenir for Convocation-2020" 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.



ZAIN-UL-ABEDIN STAMP VENDOR
Licence # 116, Place Adjacent Suite # 44
Ruby Centre, Talpur Road, Boulton Market, Karachi.

NO. 6/61 DATE 23 SEP 2021
ISSUED TO WITH ADDRESS: M. IQBAL QURESHI ADVOCATE
THROUGH WITH ADDRESS: L.No: 5103/HC Karachi
PURPOSE
VALUES ATTACHED
STAMP VENDOR'S SIGNATURE ★
FOR NOT RESPONSIBLE ANY FAKE DOCUMENTS

(RUPEES TWO THOUSAND ONLY)



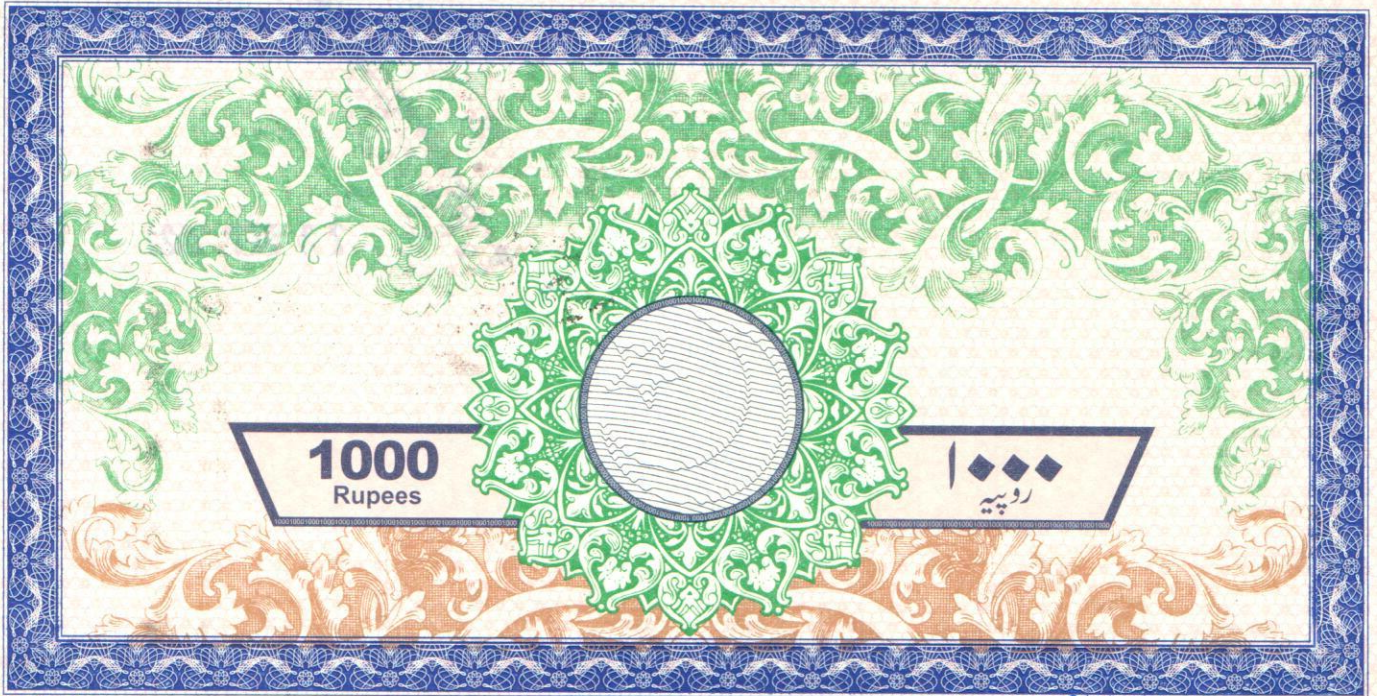
NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:
WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Provision of Souvenir for Convocation-2020" discussions in respect of the same with "IBA" before the determination of Scope of Provision of Souvenir for Convocation-2020. "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 Souvenir for Convocation-2020", 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 Souvenir for Convocation-2020 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 Souvenir for Convocation-2020.
- 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 supplier. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.



ZAIN-UL-ABEDIN STAMP VENDOR
 Licence # 115, Phase Adjacent Suite # 44
 Ruby Centre, Talpur Road, Houtan Market, Karachi.
 NO. 6159
 DATE
 ISSUED TO WITH ADDRESS: M. JOBAL QURESHI ADVOCATE
 THROUGH WITH ADDRESS: L No: 9103/HC Karachi
 PURPOSE
 VALUE RS
 ATTACHED
 STAMP VENDOR'S SIGNATURE
 FOR NOT RESPONSIBLE ANY FAKE DOCUMENTS

RUPEES ONE THOUSAND

23 SEP 2021



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

Article II SCOPE OF PROFESSIONAL SUPPLIES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provision of Souvenir for Convocation-2020 in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER hereby agrees and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery on or before October 01, 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 # MISC/02/21-22
- 2.6

Article III

REMUNERATION

- 3.1 The cost offered by the Supplier is Rs.1,618,344.00 (inclusive of all taxes) Provision of Souvenir for Convocation-2020 vide tender # MISC/02/21-22 variation may occurred. The cost is inclusive of labor / transportation / supplies / etc. Details of items are appended below;

B346123

**SHAHNAWAZ STAMP VENDOR**

Licence # 122

Shop No: 138, Falak Corporate City,
Talpur Road, Boulton Market, Karachi

30 SEP 2021

RUPEES FIVE HUNDRED ONLY

SR. NO. 008771 DATE
 ISSUED TO WITH ADDRESS: MUHAMMAD NAEEM
 THROUGH WITH ADDRESS: Advocate HC 326
 PURPOSE
 VALUE RS. ATTACHED
 STAMP VENDOR'S SIGNATURE
 DO NOT USE DIVORCES & WILL PURPOSE



S.#	Specification	Qty	Rate	Amount
1	IBA Branded Leather Keychain Material : Genuine Leather Metal Type : High Quality Zinc Alloy Shape/Pattern : Rectangular Size : 2.5x1.25inch Printing : Embossed IBA Logo both Side Stitching: High Quality stitching all around Color : Black /Brown	800	105.00	84,000.00
2	Travel Holder Wallet Type Material: Genuine Leather Dimension : 4x7inch (Closed Type) 8.25x7inch (Open Type) Single Fold, 7 Pockets on one side for Card placements Interior: At right side 6 Debit/ Credit /Business cards compartments with ID Card Compartment & right side 1 big compartments Printing : IBA-Embossed Logo Stitching: High Quality stitching all around -Carefully hand waxed, polished and precision stitched	800	910.00	728,000.00
3	Metallic Pen Material : Silver Color & Solid Body Nib: SS Finish with Tik Tok or Twist Mechanism Printing : Screen Printing of IBA Logo	800	119.00	95,200.00
4	Lapel Pin/Coat Pin Size / Dia : 1.25cm Shape : Round Shape with Butterfly Clutch Printing : Customized IBA Logo (Epoxy Dome Covering)	800	105.00	84,000.00

E093739

**SHAHNAWAZ STAMP VENDOR**

Licence # 122

Shop No: 138, Palak Corporate City,
Tajpur Road, Boulton Market, Karachi

30 SEP 2021

SR. NO. 000 DATE
 ISSUED TO WITH ADDRESS: MUHAMMAD NAEEM
 THROUGH WITH ADDRESS: Advocate HC 326
 PURPOSE
 VALUE RS. ATTACHED
 STAMP VENDOR'S SIGNATURE
 DO NOT USE DIVORCES & WILL PURPOSE



TWO HUNDRED ONLY

5	Souvenir Box (Square Shape) Material : Card Board with Matt Finishing Dimension : All Custom Sizes & Shapes Foam Insert: for wallet, Pen , Lapel Pin & Keychain Printing : IBA Logo at front side	800	490.00	392,000.00
Total			Rs. 1,383,200.00	
17% GST			Rs. 235,144.00	
Total Amount			Rs. 1,618,344.00	

- 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 Souvenir for Convocation-2020.
- 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 Jamal & Sons, 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 Jamal & Sons, 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 Jamal & Sons, 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 Jamal & Sons, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article IX
SEVERABILITY



- 9.1 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 X
MISCELLANEOUS

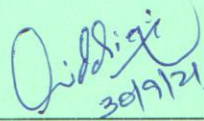
- 10.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 10.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 10.3 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.
- 10.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 10.5 All terms and conditions of tender vide # MISC/02/21-22 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


30/9/21

"IBA"

NAME: Dr. Muhammad Asad Ilyas

CNIC # _____

Address:

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

M/s Jamal & Sons

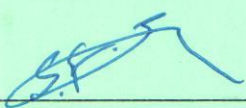
NAME: Sabih Elahi Siddiqui

CNIC # 42101-6769880-7

Address:

Suite # A-4, First Floor, Al-Maqdoom
Centre, Plot # 8/81, Sarai Quarters,
Paper Market Karachi


WITNESS:

1. 
Syed Fahad Jawed

CNIC # 42201-9125136-7

Address:

Head of Procurement
Institute of Business
Administration Main Campus
University Enclave, Karachi

2. 
M/s Jamal & Sons

NAME: Farrukh Aziz

CNIC # 42201-4006974-3


Address:

Suite # A-4, First Floor, Al-Maqdoom
Centre, Plot # 8/81, Sarai Quarters,
Paper Market Karachi

Focal Person IBA

Muhammad Ather Rana



ATTESTED

MUHAMMAD ANWAR AHMED
ADVOCATE & NOTARY PUBLIC
KARACHI PAKISTAN