



AAMIR ALI STAMP VENDOR

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

Lic. No. 38

S. No.

57467

DATE:

05 OCT 2015

TALAT

TABASSUM

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE NOT FOR USE DIVORCE DEED

VALUE RS

STAMP VENDOR SIGNATURE

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day Dec 14, 2015.

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 K&B Enterprises, having its office at 26A, Al-Mujeeb Garden Model Colony 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. Muhammad Waseem, holding CNIC No. 42501-6226606-9 on the SECOND PART.



STAMP OFFICE CITY COURT, KARACHI

Issued to Plaintiff
NIC/Company Card No. 121
Vide D.S. No. 6 dated 4.12.15
On behalf of No. 68 Dt. 4.12.15
for the purpose of S.D.
E. No. 6 Dated 4.12.15

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WHEREAS "IBA" intends to obtain Electrical Items vide tender # ME/06/15-16 to Provide & Supply of Electrical Items (BA 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.

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

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 fort.

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	Quantity	M/sK&B Enterprises	
				Rate (Rs.)	Amount (Rs.)
1	Adopter 2 Pin (Multi) (sample shall be provided)	48	48 nos	47.00	2,256.00
2	Full gauge Cable Lugs 120 mm – Local Make	12	12 nos	89.00	1,068.00
3	Full gauge Cable Lugs 95 mm – Local Make	12	12 nos	62.00	744.00
4	Full gauge Cable Lugs 70 mm – Local Make	12	12 nos	46.00	552.00
5	Full gauge Cable Lugs 50 mm – Local Make	12	12 nos	34.00	408.00
6	Full gauge Cable Lugs 25 mm – Local Make	36	36 nos	16.00	576.00
7	Cable Joining Kit 120 complete – Make China	2	2 nos	4,695.00	9,390.00
8	Cable Joining Kit 185 complete– Make China	2	2 nos	6,075.00	12,150.00
9	Connector strips 4mm 30 Amp. PVC- Make S.C.E	24	24 nos	66.00	1,584.00
10	Connector strip 60 Amp PVC - Make S.C.E	24	24 nos	100.00	2,400.00
11	Connector strip 100 Amp PVC - Make S.C.E	24	24 nos	238.00	5,712.00
12	Philips Energy Saver 8 W	100	100 nos	220.00	22,000.00
13	MR 16 Energy Saver Lamp Cup Type 11 W- Threaded Type	60	60 nos	186.00	11,160.00
14	LED 3 Watt (White) - Starter Type Direct 220 V – Make Euro Lux	100	100 nos	183.00	18,300.00
15	LED 3 Watt (Warm) - Starter Type Direct 220 V Make Euro Lux	100	100 nos	183.00	18,300.00
16	Holder Pin Type - 3 watt - Make Euro Lux	50	50 nos	15.00	750.00
17	Holder Started Type - 3 watt- Make Euro Lux	50	50 nos	32.00	1,600.00
18	3 Pin plug 5 / 10 A Round Top - 250 V- Make Clipsal	100	100 nos	204.00	20,400.00
19	3 pin plug Round Top 15/20 A- 250 V- Make Clipsal	100	100 nos	214.00	21,400.00
20	Electric Tape OSAKA (Red/Yellow/Blue/Black)	200	200 nos	24.00	4,800.00
21	Ceramic Holder Threaded Type – Local Make	50	50 nos	21.96	1,098.00
22	SS Rowal Bolt 8 mm – Local Make	60	60 nos	15.00	900.00
23	SS Rowal Bolt 10 mm – Local Make	60	60 nos	25.00	1,500.00
24	Machine screw size 1/4x4 inch – Local Make	100	100 nos	6.90	690.00
25	Machine screw size 1/4x2 inch – Local Make	100	100 nos	2.10	210.00
26	Machine screw size 3/8x4 inch – Local Make	100	100 nos	6.90	690.00
27	Machine screw size 3/8x2 inch – Local Make	100	100 nos	3.90	390.00
28	Plain washer – Local Make	100	100 nos	1.00	100.00
29	Plain washer – Local Make	100	100 nos	1.00	100.00
30	2 core cable 4mm PVC, Pakistan Cable	5	5 coil nos	13,248.00	66,240.00
31	Wood screw size 1" , 1" 1/2 (8no) -- Local Make	36	36 Packets	1" 66.00 1 1/2" 85.00	1,188.00 1,530.00
32	Wood screw size 2" (8no), – Local Make	8	8 Packets	107.00	856.00
33	Wood screw size 3" (8no) – Local Make	8	8 Packets	152.00	1,216.00
34	Wood screw size 4"(8no) – Local Make	3	3 Packets	275.00	825.00
35	Cut screw size 3/4" (6) – Local Make	12	12	55.00	660.00

38	Oil Type capacitor 3.5, Make Amber	300	300 nos	60.00	18,000.00
Total				Rs. 255,391.00	
17% GST				Rs. 43,416.47	
Total Amount				Rs. 298,807.47	

- 1.2 "SUPPLIER" agrees to provide item to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "SUPPLIER" will coordinate with Manager Operations & Maintenance, of the "IBA" who will assist "SUPPLIER" in supervision of proposed supply.

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 Operations & Maintenance "IBA" as & when required.
- 2.3
- 2.4 "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.
- 2.5 Minimum 10 (Ten) days after Approval of Sample(s) will be required to deliver the Electrical Items at the SUPPLIER'S expense.
- 2.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.7 "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/06/15-16.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 298,807.47 (inclusive of all taxes) Provide & Supply of Electrical Items but limited to in tender vide # ME/06/15-16 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.
- 3.2 A Penalty @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Penalty will be imposed after 25 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Supplies will be deemed 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.

- 3.5 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

- 8.1 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 K&B 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

8.3 M/s K&B 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 K&B 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 K&B 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 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 # ME/06/15-16 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
CNIC # Karachi-Pakistan

Address: _____



M/S K&B ENTERPRISES

NAME: M. WASEEM

CNIC # 42501-6226606-9

Address: 26-A, Al-Mujeeb Garden,
Model Colony, Karachi

2.

Muhammad Nazir Khan

CNIC # 42101-5254-376-1

Address: R.68 Hava Banglow

BL-18 G. Sohhar
Karachi