

MAHID SALEEM Stamp Vendo incence No 66, Shop No 1, Karim Plaza Bargiglabal Block-14, Karach MEMBER THE SWIFT AND THE STREET, SADAQAT ALI SIDDIQUI

Tomp Vincion and For the

LIC No. 15353 Advocate AGREEMENT

OFFICE SUPERINTENDED Stamp Office City Court (BUPEES FOUR HUNDRED CAR

19 8 APR 2017

THIS AGREMENT is executed at KARACHI, on this day April. S. 55, 2017.

BETWEEN

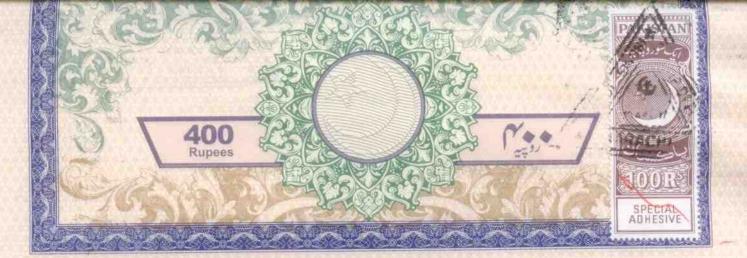
M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Road, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of 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 split AC items vide tender # ME/08/16-17 for the Provide & Supply of Split AC (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Split AC" and "THE SUPPLIER" have offered to render all kind of split AC (including but not limited to the "Split AC" 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.

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

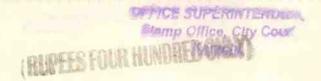


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"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Split AC" discussions in respect of the same with "IBA" before the determination of Scope of Work Split AC to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for split AC. "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 WORK & AGREEMENT

1.1 This Agreement includes, the "Split AC", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

S#	Items	Qty	Rate	Amount
1	Split Air Conditioner Brand: Gree BTU Capacity: 1 Ton (12000) Compressor W: 3517, Low Voltage Start- up: 150V Eco Friendly Refrigerant: R410A/ R-22 Energy Efficient Class A Auto Voltage Adaptation: 150V-260V BTU/H Capacity: 12000 Power Supply: 220 V / 50 Hz / 1 Ph EER rating: Greater then 3 Only Cooling Unit is required	2 units	42,550.00	85,100.00
2	Split Air Conditioner Brand: Gree BTU Capacity: 1.5 Ton (18000)	3 units	54,050.00	162,150.00



Stamp Office, City Court Karachi.

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Rs. 551,655.00

HARID SALEEM Stamp Vendor Jeance No 66, Shop No 1, Karim Plaza Gulshan e-Igbal Block-14, Karach

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Lic 148, 13353, Advocate Samp Vendor od For One

17% GST			Rs. 80,155.00	
Total			Rs. 471,500.00	
	EER rating: Greater then 3 Only Cooling Unit is required			
	Power Supply: 220/50 Hz / 1 Ph			
	Cooling BTU/H Capacity: 24000			
3	Auto Voltage Adaptation: 150V-260V	3 units	74,750.00	224,250.00
	Energy Efficient Class A			
	Low Voltage Start-up: 150V, Eco Friendly Refrigerant: R410A / R-22			
	BTU Capacity: 2 Ton (24000)			
	Brand: Gree			
	Split Air Conditioner			
	Only Cooling Unit is required			
	EER rating: Greater then 3			
	Power Supply: 220/50 Hz /1 Ph			
	BTU/H Capacity (Cooling): 19100			
	Auto Voltage Adaptation: 150V-260V			
	Energy Efficient Class A			
	Low Voltage Startup: 150V, Eco Friendly Refrigerant: R410A / R-22			

1.2 "THE SUPPLIER" agrees to provide any/all kind of split AC to "IBA" whenever and wherever form is required as per the terms & conditions of this

Total Amount

1.3 "THE SUPPLIER" will coordinate their work with Sr. Manager Purchase & Stores,



HAHID SALEEM Stamp Vendor Acance No 66, Shop No 1 Karim Plaza Bulshan e Ighal Block-14, Karachi

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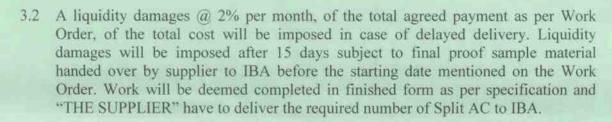
1 8 APR 2017

- 1.5 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
 - 1.6 All logistic charges will be borne by "THE SUPPLIER".

Article II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of Split AC in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Purchase & Stores "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery 10 days after approval of samples.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "THE SUPPLLIER", will provide all required/necessary carpenter(s) / labor(s) / transportation(s) / cartage(s) what so ever required to complete the project at the cost/charges amount offered in the tender vide # ME/08/16-17.

Article III REMUNERATION



- 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 Work 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 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

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

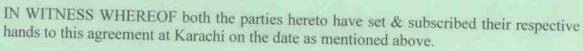
- 8.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing the M/s 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.

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, contact, 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 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.
- 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/08/16-17 will be the integral part of this agreement and can't be revoked.



M/S Al-Wagad Ente NAME: Aamer Shabelle Kharf NAME: Khalid Mehmood CNIC# CNIC# Address: Address: G. M. Admin Institute of Business R-86, Shaz Banglows. Administration Main Campus Gulzar-e-Hijri, Sector 16/A 5, Karachi University Road, Karachi 2. MoHAMMAD TORAN AFTAB Somanaflage M. SOHAIL KHAN & Manager Purchase & Stores Institute of Business Administration CNIC# 4220129016885 CNIC # Karachi-Pakistan Address: Address: I. Wali Centre SB-6. Blockly.