



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

108534  
S.N.O. ... DATE ... 19 APR 2017

Issued To With Address ...

Through With Address ...

Purpose ...

Value ...

Stamp Vendor ...

Int For Use ...

...

SADAQAT ALI SIDDIQUI  
LIC No 15363 Advocate

## AGREEMENT

OFFICE SUPERINTENDENT  
Stamp Office, City Court  
(RUPEES FOUR HUNDRED ONLY)

18 APR 2017

THIS AGREEMENT is executed at KARACHI, on this day April 19, 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:





HAHID SALEEM Stamp Vendor  
 Alliance No.66, Shop No.1, Karim Plaza  
 Dulsan-e-Iqbal Block-14, Karachi

OFFICE SUPERINTENDENT  
 Stamp Office, City Court

108585  
 S.N. No. 108585 DATE 19 APR 2017  
 Serial No. 108585  
 Brought With Address 19 APR 2017

(RUPEES FOUR HUNDRED ONLY)

SAJAD ALI SIDDIQUI  
 Lic. No. 3353, Advocate WITNESSETH

18 APR 2017

"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	<b>Split Air Conditioner</b> 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	<b>Split Air Conditioner</b> Brand: Gree BTU Capacity: 1.5 Ton (18000)	3 units	54,050.00	162,150.00





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

S. NO. 108386 DATE 19 APR 2017

Issued To With Address  
Through With Address  
Purpose  
Value Rs.  
Stamp Vendor  
Val For Use  
As Marked

SABAGAT ALI SIDDIQUI  
Lic. No. 13353, Advocate

(RUPEES FOUR HUNDRED ONLY)

OFFICE SUPERINTENDENT  
Stamp Office, City Court  
Karachi

18 APR 2017

	Low Voltage Startup: 150V, Eco Friendly Refrigerant: R410A / R-22 Energy Efficient Class A Auto Voltage Adaptation: 150V-260V BTU/H Capacity (Cooling): 19100 Power Supply: 220/50 Hz / 1 Ph EER rating: Greater then 3 Only Cooling Unit is required			
3	<b>Split Air Conditioner</b> Brand: Gree BTU Capacity: 2 Ton (24000) Low Voltage Start-up: 150V, Eco Friendly Refrigerant: R410A / R-22 Energy Efficient Class A Auto Voltage Adaptation: 150V-260V Cooling BTU/H Capacity: 24000 Power Supply: 220/50 Hz / 1 Ph EER rating: Greater then 3 Only Cooling Unit is required	3 units	74,750.00	224,250.00
<b>Total</b>			Rs. 471,500.00	
<b>17% GST</b>			Rs. 80,155.00	
<b>Total Amount</b>			Rs. 551,655.00	

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 Agreement.

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





HAHID SALEEM Stamp Vendor  
Licence No 55, Shop No 1, Karim Plaza  
Sulshan-e-Iqbal Block-14, Karachi

S. NO. 108587  
Issued To: SADAQAT ALI SIDDIQUI  
Through Whf Address: Lic. No. 13353. Advocate  
Purpose: SADAQAT ALI SIDDIQUI  
Value Fie: Lic. No. 13353. Advocate  
Stamp Vendor: SADAQAT ALI SIDDIQUI  
For Use: Lic. No. 13353. Advocate

OFFICE SUPERINTENDING  
(RUPEES FOUR HUNDRED ONLY)  
City Court  
Karachi

18 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 SUPPLIER", 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

- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 15 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Work Order. Work will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Split AC to IBA.
- 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, 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 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.

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: Aamer Shabbir Khan

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

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

G. M. Admin Institute of Business  
Administration Main Campus  
University Road, Karachi

1. \_\_\_\_\_

**M. SOHAIL KHAN**

Manager Purchase & Stores

Institute of Business Administration

CNIC # \_\_\_\_\_ Karachi-Pakistan

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

Aamer Shabbir  
Wing Commander (Retd)  
Acting Registrar  
Institute of Business Administration (IBA),  
Karachi, Pakistan

M/S Al-Waqad Enterprises  
NAME: Khalid Mehmood

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

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

R-86, Shaz Banglows,  
Gulzar-e-Hijri, Sector 16/A 5, Karachi

2. MOHAMMAD IMRAN AFTAB

Imran Aftab

CNIC# 422012906885

Address: 1. Wali Centre SB-6, Block 17  
Gulshan-e-Iqbal Karachi,