

ZAFAR ULLAHA KHAN Stamp Vendor

Licence No. 99 Shop No. 412

4th Floor Tahir Plaza, Near City Court Karachi

SNO. 9537 DATE

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE

VALUE RS

STAMP VENDOR SIGNATURE

NOT USE FOR FREE WILL & DIVORCE PURPOSE

24 JAN 2018

(RUPEES ONE THOUSAND ONLY)

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day January...29....., 2018.

BETWEEN

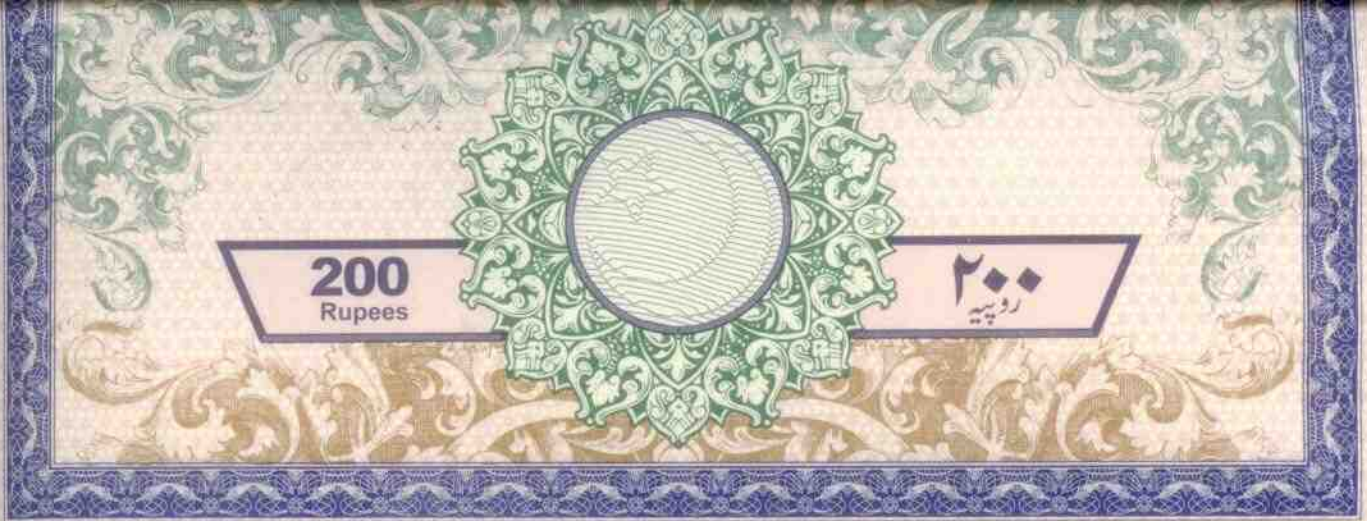
M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Road, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s INSPIRE TRADING CO., having its office at Plot 7B, Ch. Rehmat Ali Road, G-Sector Manzoor 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. Rashid Iqbal, holding CNIC No. 42301-0750129-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain Tables, Chairs & Work Stations vide tender # FF/01/17-18 for the Provide & Supply of Tables, Chairs & Work Stations (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Tables, Chairs & Work Stations" and "THE SUPPLIER" have offered to render all kind of Tables, Chairs & Work Stations (including but not limited to the "Tables, Chairs & Work Stations" 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.





AFAR ULLAHA KHAN Stamp Vendor
Licence No. 99 Shop No. 412
1st Floor Tahir Plaza, Near City Court Karachi

24 JAN 2018

(RUPEES TWO HUNDRED ONLY)

TO: DATE:
SUED TO WITH ADDRESS: **Mohammad Ahmed**
THROUGH WITH ADDRESS: **ADVOCATE**
PURPOSE:
VALUE RS:
STAMP VENDOR SIGNATURE:
NOT USE FOR FREE WILL DIVORCE PURPOSE

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 "Tables, Chairs & Work Stations" discussions in respect of the same with "IBA" before the determination of Scope of Work Tables, Chairs & Work Stations to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Tables, Chairs & Work Stations. "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 "Tables, Chairs & Work Stations", 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:

			M/s Inspire Trading		
S#	Items	Qty	Quoted Brand & Model	Rate	Amount
1	Work Station	4 work stations	Master	60,500.00	242,000.





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cence No. 99 Shop No. 412 24 JAN 2018

Floor Tahir Plaza, Near City Court Karachi

DATE: 15/05/2015
 USE TO WITH ADDRESS: Mohammad Ahmed

ROUGH WITH ADDRESS..... ADVOCATE

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IMP VENDOR SIGNATURE.....

USE FOR FREE WILL & DIVORCE PURPOSE

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Work Station Master Aluminum Workstation, Total based on Customization as per approved standard of Size. Anodized Aluminum Panel (silver color), Arch Shape Panel End Post, Panel Finish above the worktop in Tackable Board with the approved best quality Fabric Color MO-437 with Glass & Under the Worktop Panel in Formite Laminate # 7417, Panel Height and width as per provided drawing, Panel section in Aluminum Profile, Pole for Panel in Aluminum with the balancer for height adjustment, Panel Top Trim cover in Aluminum (silver color) and balancer on bottom of panel for height adjustment. Panel Centre beam for worktop holding with Counter Top Bracket. Worktop Sizes as per provided drawing, Worktop thickness 1 inch in Laminate finish with PVC Lipping on Edges Wire Cap on Worktop. Imported M.S. P eg.

Accessories:-



Imported Key board tray.

Holder.	Imported	Mobile	CPU
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100	1	1	1


Mobile Drawer Complete in 3/4" thick in Formite Laminate Finish (including drawer inner side) with PVC Lining on Edges Central





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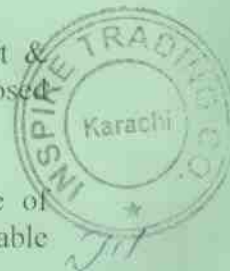
	 <p>Race Way in Aluminium for Wire Management with Punched Corner post on panel & fixture for corner wiring.</p>				
2	Office Side Table Size: 3¼' x 16" x 2½' Specification: all round Oak Wood finished beading with two Sliding Doors & 2 Drawers, and 6 mm thick clear glass top with machine polish edges. Drawers & Doors Locks (KGI or equivalent) S.S. Knobs & Door Handles (as per sample) Formite # 7417	3 tables	Local Manufacture	10,900.00	32,700.0
3	Book Shelf Size: 6'(H) x 3'(L) x 15"(D) Made Standing Cabinet with 5 shelves, Complete Oak ¾", all round Oak Wood beading, finished design as per approved design (Formite # 7417)	3 shelves	Local Manufacture	9,500.00	28,500.0
				60,500.00	60,500.0

	For 8 persons Worktop in Laminate Finish (Formite # 7417) on 1" thick MDF with PVC Lipping on Edges, Imported M.S. Powder Coated Frame Structure with Aluminum Chrome Finish Leg. Sizes 30"H X 36"W X 96"L. and 03 # of Top center fixed Pop-up box.				
5	Work Desk Size: 2'-5" x 8' x 1.5' Specification: Folding with Honges Type, round Oak Wood beading, finished Lasani Lamination Formica (Formite # 7417)	1 desk		16,500.00	16,500.00
Total				Rs. 380,200.00	
17% GST				Rs. 64,634.00	
Grand Total				Rs. 444,834.00	

1.2 "THE SUPPLIER" agrees to provide any/all kind of Tables, Chairs & Work Stations 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 Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Tables, Chairs & Work Stations.

1.4 "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.



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 Tables, Chairs & Work Stations in accordance with the Description & Specification.

2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & 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 procurement at the cost/charges amount offered in the tender vide # FF/01/17-18.

Article III
REMUNERATION

3.1 The cost offered by the Supplier is Rs. 444,834.00 (inclusive of all taxes) Provide & Supply of Tables, Chairs & Work Stations vide tender # FF/01/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc.



- 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 25 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 Tables, Chairs & Work Stations 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 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 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 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/ 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:
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 # FF/01/17-18 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

Karachi-Pakistan

CNIC #

Address:

M/s Inspire Trading Co.

NAME: Rashid Iqbal

CNIC #

Address:

Plot 7B, Ch. Rehmat Ali Road,

G-Sector Manzoor Colony Karachi

2.

M. Imran

CNIC #

42301-1003597-1

Address:

