



STAMP OFFICE CITY COURT, KARACHI.

Issued to Tamoor Ahmed Achy
CNIC No. 15148
Vide D.S.R. No. 14 Dt. 8-2-17
On behalf of challan No. 264 Dt. 7-2-17
for the purpose of Ag
Entry No. 14 Dt. 8-2-17

OFFICE SUPERINTENDENT
Stamp Office, City Court
(RUPEES FOUR HUNDRED ONLY)
17 4 FEB 2017

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day July 28, 2017.

Ex. Officer

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 M. F. Brothers, having its office at # 430-431, Hoor Center North Napier Road 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. M. Fahim, holding CNIC No. 42501-9944451-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain upholstery of sofa sets vide tender # FUR/08/16-17 for the Upholstery of Sofa Sets (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Upholstery of Sofa Sets" and "THE SUPPLIER" have offered to render all kind of Upholstery of Sofa Sets (including but not limited to the "Upholstery of Sofa Sets" 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

WITNESSETH

“IBA” hereby offer to appoint “THE SUPPLIER” as their official for the specific purpose of “Upholstery of Sofa Sets” discussions in respect of the same with “IBA” before the determination of Scope of Work Upholstery of Sofa Sets to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to “IBA” for Upholstery of Sofa Sets. “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 “Upholstery of Sofa Sets”, 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 M. F. Brothers	
S#	Items	Qty	Rate	Amount
1	Upholstery of Sofa Set Three Seated Sofa Upholster: Leatherette, Color: Dark Maroon • As per specimen available in Purchase Office	4 Sofa Sets	9,000.00	36,000.00
2	Upholstery of Sofa Set Two Seated Sofa Upholster: Leatherette, Color: Dark Maroon • As per specimen available in Purchase Office	6 Sofa Sets	6,000.00	36,000.00
3	Upholstery of Sofa Set One Seated Sofa Upholster: Leatherette, Color: Dark Maroon • As per specimen available in Purchase Office	4 Sofa Sets	5,000.00	20,000.00
Total			Rs. 92,000.00	
17% GST			Rs. 15,640.00	
Total Amount			Rs. 107,640.00	

1.2 “THE SUPPLIER” agrees to provide any/all kind of Upholstery of Sofa Sets 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, of the “IBA” who will assist “THE SUPPLIER” in supervision of proposed Upholstery of Sofa Sets.

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.

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 Upholstery of Sofa Sets 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 procurement at the cost/charges amount offered in the tender vide # FUR/08/16-17.

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 107,640.00 (inclusive of all taxes) Upholstery of Sofa Sets vide tender # FUR/08/16-17 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 Upholstery of Sofa Sets 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

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 # FUR/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: Aamir Shabbir
CNIC # _____
Address: **Aamer Shahbbir**
Wing-Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan
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 M. F. BROTHERS
NAME: M. Fahim
CNIC # 42501-9944451-5
Address: 430-431, Hoor Center,
North Napier Road, Karachi

2. HAMMAD Khan
Chapal Sandy FL # K -111
Abul Hussain Sph Road
CNIC# _____
Address: _____