



SHARJEEL AHMED SHAIKH STAMP VENDOR

Licence No: 123, Shop No: 16, Karim Plaza,
Gulshan-e-Iqbal, Bl-14, Near Civic Centre Karachi

10 DEC 2021

RUPEES TWO THOUSAND ONLY

S. No: **15813** Date:
 Issued to With Address:
 Through With Address:
 Purpose:
 Value Rs. Attached:
 Stamps Vendor:
 Not For use in:
 not responsible for: Documentations

Nadir Ali Maqsi
Advocate

AGREEMENT

Provision of Bookshelves

THIS AGREEMENT is executed at KARACHI, on this day 15th of December 2021.

BETWEEN

M/s Institute of Business Administration, through its Registrar, located at **Main Campus, University Enclave, 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 Honesty Furnishers, having its office at **C-6/3, Manzoor Colony, Punjab Road, 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 Hussain Khatri**, holding CNIC No. 42301-0909022-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision of Bookshelves vide tender # FUR/03/21-22 for (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision of Bookshelves" and "THE SUPPLIER" have offered to render all kind of Provision of Bookshelves including but not limited to the "Provision of Bookshelves" 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.

B543400



SAJAD ULLAH STAMP VENDOR

Shop No.02, Syed Village Malir Karach.

Lic. No. 157

S.NO.

DATE

14621

ISSUED TO WITH ADDRESS
THROUGH WITH ADDRESS
PURPOSE
VALUE RS.
STAMP VENDOR'S SIGNATURE
Not For Use For Will & Divorce Deed
Not Responsible Any Fake Documentation

24 NOV 2021

Nadir Ali Magsi
Advocate

(RUPEES FIVE HUNDRED ONLY)

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 "Provision of Bookshelves" discussions in respect of the same with "IBA" before the determination of Scope of Provision of Bookshelves. "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 SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Provision of Bookshelves", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Provision of Bookshelves 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 Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision of Bookshelves.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.



MUHAMMAD RAHEEL STAMP VENDOR

Licence No. 175, Shop No. A/4-2, Karachi Centre,

New Town Karachi

20319

S. NO.

DATE **09 DEC 2021**

ISSUED TO WITH ADDRESS *Muhammad Yaqoob*
THROUGH WITH ADDRESS
PURPOSE *Advocate*

NOT FOR USED BANK GUARANTY WILL BE VOID
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

(RUPEES TWO HUNDRED ONLY)

1.7 All logistic charges will be borne by "THE SUPPLIER".

Article II

SCOPE OF PROFESSIONAL SUPPLIES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provision of Bookshelves in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER hereby agrees and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery on or before January 31, 2022.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLIER", will provide all required/necessary 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/03/21-22

Article III

REMUNERATION

- 3.1 The cost offered by the Supplier is Rs.818,766.00 (inclusive of all taxes) Provision of Bookshelves vide tender # FUR/03/21-22 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;



MUHAMMAD YAGHOOB STAMP VENDOR
Licence No. 175, Shop No. A14-2, Karachi Centre,
New Town Karachi

(RUPEES TWO HUNDRED ONLY)

S. NO. **20320**
DATE **09 DEC 2021**
ISSUED TO WITH ADDRESS *Muhammad Yaqoob*
THROUGH WITH ADDRESS *Advocate*
PURPOSE
NOT FOR USED BANK GUARANTY/WILLION/POSSIBLE
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

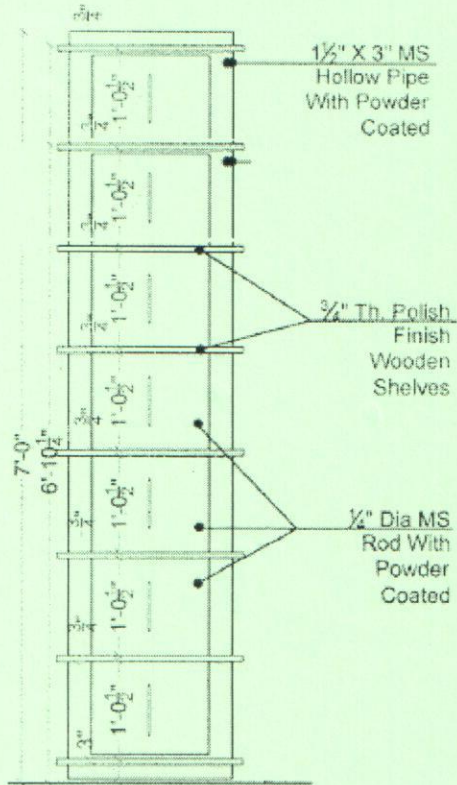
Description	Size	Quantity	Rate	Amount
Providing, fabricating and fixing book shelves in following given quantity and dimensions; consist of 1-1/2"x3" powder coated MS hollow tubes 16 swg all the MS work should be finished in 3-4 microns i/c. 3/4" thick MDF with polish finish shelves of approved sample and colour including 1/4" dia MS solid rods with all hardwares as shown in the drawings and views or directed by the IBA.	Height=241.3cm Width=91.44cm Breadth=60.96cm	8	Rs. 37,000.00	Rs. 296,000.00
	Height=241.3cm Width=60.96cm Breadth=60.96cm	4	Rs. 33,200.00	Rs. 132,800.00
	Height=204.47cm Width=60.96cm Breadth=57.15cm	4	Rs. 29,000.00	Rs. 116,000.00
	Height=213.36cm Width=88cm Breadth=60cm	2	Rs. 34,000.00	Rs. 68,000.00
	Height=213.36cm Width=57cm Breadth=60cm	3	Rs. 29,000.00	Rs. 87,000.00
Total			Rs. 699,800.00	
GST 17%			Rs. 118,966.00	
Total Amount			Rs. 818,766.00	

3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 30 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 Provision of Bookshelves.

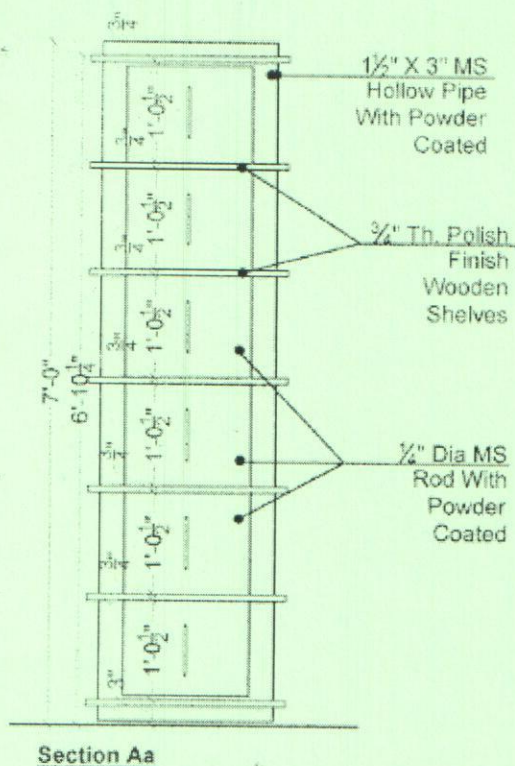
- 3.3 Payment will be made after delivery and submission of invoice.
- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by the party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp papers 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.
- 3.7 Drawing

S. #	Dimension	Quantity	Qty of Plaque (with equal space)
1	Height=241.3cm Width=91.44cm Breadth= 60.96cm	8	7
2	Height=241.3cm Width=60.96cm Breadth=60.96cm	4	7
3	Height=204.47cm Width=60.96cm Breadth=57.15cm	4	6
4	Height=213.36cm Width=88cm Breadth=60cm	2	6
5	Height=213.36cm Width=57cm Breadth=60cm	3	6
Total		21	

For serial No.1 & 2



For serial No.3,4 & 5



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 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 any time after issuing a 30 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 Honesty Furnishers, 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/s Honesty Furnishers, 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 Honesty Furnishers, 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 Honesty Furnishers, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article IX
WARRANTY

- 9.1 At least 01 year warranty must be provided by the M/s Honesty Furnishers.

Article X
SEVERABILITY

- 10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article XI
MISCELLANEOUS


- 11.1 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.
- 11.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 11.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be corrected and abide by the same.

11.4 The validity of the contract will be effective from the date of issue of Purchase Order.

11.5 All terms and conditions of tender vide # FUR/03/21-22 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.

Dr. Mohammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan



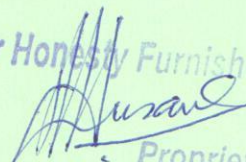
"IBA"

NAME: Dr. Muhammad Asad Ilyas

CNIC # _____

Address:

Registrar, Institute of Business
Administration Main Campus
University Enclave, Karachi

For Honesty Furnishers

Proprietor

M/s Honesty Furnishers

NAME: Muhammad Hussain Khatri

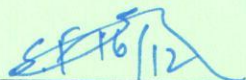
CNIC # _____

Address:

C-6/3, Manzoor Colony, Punjab Road,
Karachi.

WITNESS:

1.

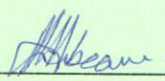

Syed Fahad Jawed

CNIC # 42201-9125736-3

Address:

Head of Procurement
Institute of Business
Administration Main Campus
University Enclave, Karachi

2.


M/s Honesty Furnishers

NAME: Muhammad Muhsen,

CNIC # 42301-5338887-5

Address: C-6/3, Manzoor Colony, Karachi

Focal Person IBA

Muhammad Anwar / Chief Librarian