



133523

S.NO.....

Issued To.....

Through With.....

Purpose.....

Value Rs.....

Attested.....

Stamp Vendor's Signature.....

Zohaib Ahmed Khan
Advocate

THIS AGREEMENT is executed at KARACHI, on this day 29/04/2015.

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.

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 "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. Khalid Mehmood**, holding CNIC No. 42501-0899319-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain furniture items with mattress vide tender # FUR/01/14-15 for the Fabrication, Supply & Fixing of Furniture Items (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Furniture Works" and "THE SUPPLIER" have offered to render all kind of services and supply of furniture items, but not limited to, the "Furniture



SHAHID SALEEM Stamp Vendor

23 APR 2015

WITNESSETH

Licence No. 66, Shop No. 13, Karim Plaza
Gulshan-e-Iqbal, Karachi

S.NO.
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Value Rs.
Stamp Vendor's Signature:

hereby offer to appoint "THE SUPPLIER" as their official fabricator for the specific purpose of furniture work discussions in respect of the same with "IBA" before the determination of Scope of Work making Furniture Items to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA", for furniture. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Stamp Office, City Court
Karachi

24 APR 2015

Article I:

DUTIES & SCOPE OF WORK & AGREEMENT

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

Single Bed with Mattress & Pillow

Size: 3'0 x 6'0

Head Board and foot Board made of MDF boards.

1 1/2" thick, to be made by pressing tow boards of 3/4" thick each.

Texture Formica pasted, 1/2" thick and 1 1/2" wide Beach wood lapping all around the boards.

Framing made of partial wood
size: 3" x 3/4".

Side support section 3 1/2" x 1 1/2", all edges covered with Beach wood lapping, polished with standing sealer and lacquer complete in all respect including hardware and fitting required.

Complete with mattress and pillow from MASTER ALPHA SPRING MATTRESS (SADA) or equivalent as per sample and as approved by IBA.
Standard OEM Warranty

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



SHAHID SALEEM Stamp Vendor

Licence No.56, Shop No.3, Karim Plaza
Gulshan-e-Iqbal Block-14, Karachi

24 APR 2015

S.NO. 134284 S. NAWAJISH ALI

Issued To Mr. NAWAJISH ALI

Through With Address

Purpose

Value Rs.

Stamp Vendor's Sign

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.

Not for use of Free will & Divorce Case
"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 Furniture Work in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the 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 Minimum 25 (Twenty Five) days after Final Proof Sample will be required to deliver the Furniture Items at the SUPPLIER'S expense.
- 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 # FUR/01/14-15.



SHAHID SALEEM Stamp Vendor

Licence No.66, Shop No.3, Karim Plaza
Gulshan-e-Iqbal Block-14, Karachi

24 APR 2015

S.NO. 134285 DA G. NAWAJISH ALI

Issued To With Address L. No. 1582 Advocate

Through With Address

Purpose

Value Rs.

Stamp Vendor's

Not for use of Free will & Divorce Deed

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 592,839.00 (inclusive of all taxes) Fabricate, Supply & Fixing of Furniture Items but limited to in tender vide # FUR/01/14-15 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc.
- 3.2 A Penalty @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Penalty 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 Work Order. Work will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Furniture Items 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 @ 0.3% 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



SHAHID SALEEM Stamp Vendor

Licence No.66, Shop No.3, Karim Plaza,
Gulshan-e-Iqbal, Block-14, Karachi

24 APR 2015

S.NO. 134286
Issued To With Address: **S. NAWAJISH ALI**
Through With Address: **L. No. 1582 Advocate**
Purpose:
Value: Rs.
Stamp Vendor:

Not for use of Free Will & Divorce Court

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**

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.
- 8.3 M/s Al-Waqad Enterprises 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 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 fabrication, 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.



9.5 All terms and conditions of tender vide # FUR/01/14-15 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: Capt. (Retd.) Ahmed Zaheer PN

CNIC # _____

Address: _____

Registrar, Institute of Business
Administration Main Campus

University Road, Karachi

WITNESS:

1.



M. SOHAIL KHAN

Manager Purchase & Stores

CNIC # _____

Institute of Business Administration
Karachi-Pakistan

Address: _____

M/S AL-WAQAD ENTERPRISES

NAME: KHALID MEHMOOD

CNIC # 42501-0899319-1

Address: _____

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

2. Mohammad Imra, Aftab



CNIC # 42201-2901688-5

Address: D-31 Block 9

Gulshan-e-Iqbal, Karachi.