



HASNAIN A. STAMP VENDOR

C.No. 5-1 A-10500, Main Highway Road, Light House, Karachi

S.No. 22055 DATE 03/04/18

ISSUED TO

THROUGH

PURPOSE

VALUE RS

STAMP VENDOR'S SIGNATURE

03 APR 2018

(RUPEES ONE THOUSAND ONLY)

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day April. 06, 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. 4230102501299 on the SECOND PART.

WHEREAS "IBA" intends to obtain Tablet Chairs vide tender # FUR/03/17-18 for the Provide & Supply of Tablet Chairs (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Tablet Chairs and "THE SUPPLIER" have offered to render all kind of Tablet Chairs (including but not limited to the "Tablet Chairs" 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:



HASNAIN A. STAMP VENDOR

L.No. 05 of 11-10-2017, Stamp House Karachi

S.No. 22054

ISSUED :

THROUGH :

PRICE :

VALUE :

STAMP VENDOR'S SIGNATURE :

03 APR 2018

(RUPEES ONE THOUSAND ONLY)

Munir A. Adwocati

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Tablet Chairs" discussions in respect of the same with "IBA" before the determination of Scope of Work Tablet Chairs to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Tablet Chairs. "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 "Tablet Chairs", 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	Quoted Model & Specs	Rate	Amount
1	Tablet Chair	200	As per sample	3,840.00	



(RUPEES ONE THOUSAND ONLY)

Leatherette upholstered seat & back cushion with molded polyurethane foam of density 55 Kgs / cu m (type used in automobile chairs) Laminated over bolted ply shelf within seat riveted with nuts for fixation. Mild steel square pipe $\frac{3}{4}$ inch 16 gauge duly treated for de-rusting & degreasing prior to high grade epoxy coated with heavy duty floor level glides & PVC end caps. Book rack and mobile phone hanger in solid mild steel rods welded with square pipe frame and epoxy coated cage. Large size tablet in $\frac{3}{4}$ inch ply wood Double side Formica laminated. Formite code for the tablet : 7417 and in set riveted nuts for fixation with durability and synthetic lipping all round. Tablet specially designed for use of computer note book by graduate level students with extra room for comfortable seating during extended long hours seating. The metal work should be a darker shade of grey, with texture finish, as that of the chair approved by the IBA. The underside of the tablet should be finished with laminate as approved and decided. The balance of chair should be aligned and good quality rubber studs be used. Welding marks should be smoothly rigged as briefed, discussed and identified. The bracing metal plate should be replaced by an elbow as discussed and identified. Screws should be sunk as identified and briefed.

units

768,000.00



HASNAIN A. STAMP VENDOR

S.No 22056 DATE 3/09/18

03 APR 2018

RUPEES TWO HUNDRED ONLY

ISSUED TO MS. THROUGH MS. PURPOSE MS. VALUE RS 200 STAMP VENDOR'S SIGNATURE [Signature]

by the Purchase Office.



Total				Rs. 768,000.00
17% GST				Rs. 130,560.00
Total Amount				Rs. 898,560.00

1.2 "THE SUPPLIER" agrees to provide any/all kind of Tablet Chairs 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 Table Chairs.

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 Tablet Chairs 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 20 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/03/17-18.

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 898,560.00 (inclusive of all taxes) Supply of Tablet Chairs vide tender # FUR/03/17-18 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 Tablet Chairs 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 # FUR/03/17-18 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
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan

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. _____

CNIC# 42301-1003597-1

Address: _____

