



SAJID MAHMOOD STAMP VENDOR
Licence No. 79, Shop # 8, Karim Plaza,
Near Civic Centre, Karachi.

S. No. 11250 Date 14 SEP 2015
Issued to With Address TAHER KHAN
Through With Address House # 10, Court Karachi
Purpose S
Value Rs. 1000
Stamp Vendor's Signature S
Not For Used Bank Guaranty/will/divorce
Vendor Not Responsible Any Fake Documentation

14 SEP 2015

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day 03 Oct of 2015.

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 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 "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 Fabrication & Fixing of Photo Framing Work of Artefacts of Total Amount Rs. **279,396.00** (Inclusive of GST) to Providing, Fabrication & Fixing of Photo Framing Work of Artefacts as per IBA requirement vide Tender # MISC/01/15-16 discussions in respect of the same before the determination of scope of supply will be held with "IBA" or as and "SUPPLIER" have offered to render all kind of items/ supply of the proposed items 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:

WITNESSETH

"IBA" hereby offer to appoint "SUPPLIER" for the specific purpose of ITEMS REQUIRED in respect of the same with "IBA" before the determination of scope of supply.

Article I: DUTIES & SCOPE OF SUPPLIES & AGREEMENT

1.1 This Agreement includes, the "Photo Framing Work of Artefacts", as per "IBA" requirement mentioned in Tender BoQ.

Sr. #	Description	Quantity
1.	Providing, Fabrication & Fixing of Photo Framing Work of Artefacts Artefact: 12" x 12" Back Side: 2mm MDF Sheet Lasani / equivalent Mounting: 3" x 1mm, Polycard board Color: Off-white Frame: 2.5", PS (Polystyren) as per sample Front Glass: Non-reflective glass Complete size of picture with mounting & frame: 23" x 23"	50 Frames
2.	Providing, Fabrication & Fixing of Photo Framing Work of Artefacts Artefact: 18" x 20" Back Side: 2mm MDF Sheet Lasani / equivalent Mounting: 3" x 1mm, Polycard board Color: Off-white Frame: 1", PS (Polystyren) as per sample Front Glass: Non-reflective glass Complete size of picture with mounting & frame: 26" x 28"	10 Frames

1.2 "SUPPLIER" agrees to provide item to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 "SUPPLIER" will coordinate with Manager Purchase & Stores, of the "IBA" who will assist "SUPPLIER" in supervision of proposed supply.

Article II SCOPE OF PROFESSIONAL SERVICES:

2.1 "SUPPLIER" hereby agreed and acknowledge for the periodic supervision of the supply and to check the delivery of Supplies in accordance with the Description & Specification

Article III **REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. 279,396.00 (inclusive of all taxes) Providing, Fabrication & Fixing of Photo Framing Work of Artefacts but limited to in tender vide # MISC/01/15-16 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.
- 3.2 A Penalty @ 2% per month, of the total agreed payment, of the total cost will be imposed in case of delayed delivery.
- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.4 All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination of Purchase Order.
- 3.5 Performance Security 5% of total amount of Purchase Order. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.

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 supply is not executed according to the requirement at anytime after issuing a 15 day's notice.

Article VI: **INDEMNITY**

- 6.1 "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 "SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by 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:
MISCELLANEOUS

8.1 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

8.2 Copyright of each item shall be reserved with the "IBA".

8.4 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.

8.5 This agreement is effective from the date issue of Work Order.

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
Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____

M/s AL-WAQAD ENTERPRISES

NAME: KHALID MEHMOOD

CNIC # 42501-0899319-1

Address: R-86, Shaz Banglows,

Gulzar-e-Hijri, Sector 16/A 5, Karachi

2.

Mohammed Amjad Saeed

Manager HR view Sector 16/B

Norah Keesu

CNIC # 42101-8122032-3

Address: _____