



AMIRUL HUDA STAMP VENDOR

Address: 40, ...

NO. 5928

ISSUED TO WITH AMOUNT OF Rs. 50000/-

THROUGH WITH AMOUNT OF Rs. 50000/-

PURPOSE: ...

VALUE RS. ...

STAMP VENDOR SIGNATURE: ...

26 DEC 2016

(RUPEES FIFTY ONLY)

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day December 30, 2016.

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 Indus Automation, having its office at Room No. 510, 5th Floor Dadhi Business Avenue SITE Area 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 Asif, holding CNIC No. 455041021687-5 on the SECOND PART.



(RUPEES FIFTY ONLY)

- 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 Student Center & Sports Facilities and Manager Purchase & Stores, of the "IBA" who will assist "SUPPLIER" in supervision of proposed supply.



AMIRUL HUDA QUADRI STAMP VENDOR
Licence # 40, Shop # 10, Karim Plaza, Near Civic Centre,
Gulshan-e-Iqbal, Block # 14, Karachi.

RUPEES FIFTY ONLY

SER. NO. 6131 DATE 28 DEC 2016
ISSUED TO WITH ADDRESS MR. Shahid Jaffar
THROUGH WITH ADDRESS Private
PURPOSE Private
VALUE RS. ATTACHED
STAMP VENDOR SIGNATURE [Signature]

**Article III
REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. 207,371.00 (inclusive of all taxes) Provide & Supply of GI Pipes but limited to in tender vide # ME/02/16-17 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.
- 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. 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 Purchase Order. Supplies will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of GI Pipes.
- 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 / purchase 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,



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28 DEC 2016

RUPEES FIFTY ONLY

6/32 DATE

ISSUED TO WITH ADDRESS MR.

THROUGH WITH ADDRESS

PURPOSE

VALUE

STAMP VENDOR SIGNATURE

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).



AMIRUL HUDA QUADRI STAMP VENDOR

Licence # 40, Shop # 10, Karim Plaza, Near Civic Centre,
Gulshan-e-Iqbal, Block # 14, Karachi.

28 DEC 2016

RUPEES FIFTY ONLY

SR NO. 6753 DATE 28 DEC 2016
ISSUED TO WITH ADDRESS MR. Shahid Jaffar
THROUGH WITH ADDRESS Advocate
PURPOSE ATTACHED
VALUE RS. 50
STAMP VENDOR SIGNATURE A

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 Indus Automation 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 Indus Automation 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 Indus Automation 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 in the contents as required by the contractor on proof sample or in course of the supplies 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

Rupees 50

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9.2 Material(s) will be handed over by the "IBA" or get 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.

AMIRUL HUDA (Stamp)
Licence # 40, Shop # 10, Karim Plaza, Near Civic Centre,
Colaba, Mumbai - 400 005, India

28 DEC 2016

RUPEES FIFTY ONLY

SR NO. 6138

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE

VALUE RS

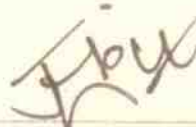
STAMP VENDOR SIGNATURE

9.5 All terms and conditions of tender vide # ME/02/16-17 will be the integral part of this agreement and can't be revoked.

9.6 Standard OEM warranty required in the name of Institute of Business Administration, Karachi (IBA, Karachi).

9.7 Sample required before making delivery to IBA.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.


JAMI MOIZ
REGISTRAR
Institute of Business Administration
Karachi, Pakistan
NAME: Jami Moiz

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 Indus Automation
NAME: M. Asif

CNIC # 455041021687-5

Address:

Address: Room No. 510, 5th Floor Daahi
Business Avenue SITE Area Karachi,

2. 

CNIC #

Address: