



HABIB ULLAH

Stamp Vendor's Licence No. 123,

Sec-2, P.O. Box 1, City Court, Karachi.

S.N.C. 37628 DATE 27 MAY 2015

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE

VALUE RS. ATTACHED

STAMP VENDOR'S SIGNATURE

27 MAY 2015

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day June 3, 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 Hamza T Contractor & General Order Supplier, having its office at H # 97/2, Area 1-D, Landhi # 1, 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. Hamza Tanweer, holding CNIC No. 42000-5301528-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain electrical items vide tender # ME/05/14-15 to Provide & Supply of Electrical Items (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Electrical Items" and "THE SUPPLIER" have offered to provide & supply of electrical items as per IBA standards & handing over the material(s) to the "IBA" having accepted the offer in





HARIB ULLAH

27 MAY 2015
WITNESSETH

Stamp Vendor's Office No. 123,
Seat No. 34630, City Court, Karachi.

ISSUED TO: [Signature]
THROUGH WITH: [Signature]
PURPOSE: [Signature]
VALUE: [Signature]
STAMP VENDOR'S SIGNATURE: [Signature]
"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Electrical Items" discussions in respect of the same with "IBA" before the determination of Scope of Supply for Electrical Items. "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 SUPPLIES & AGREEMENT

1.1 This Agreement includes, the "electrical items", discussions with "IBA" before the supply of electrical items to "IBA". The description/BoQ is appended below:

Sr. #	Description	Quantity
1	Face Plate Sheet 8 gang (7 switches + 1 socket)	50 Units
	China Fitting, Aqua GLI Series	
2	Face Plate Sheet 6 gang (5 switches + 1 socket)	50 Units
	China Fitting, Aqua GLI Series	
3	Face Plate Sheet 4 gang (3 switches + 1 socket)	50 Units
	China Fitting, Aqua GLI Series	
4	Face Plate Sheet 1 gang (Door Bell Switch)	50 Units
	China Fitting, Aqua GLI Series	
5	PVC Back Box (Concealed)	50 Units
	Size: 8 cm x 14 cm, Brand: Jeddah	
6	Multi-Socket China Fitting, Aqua GLI Series	50 Units
7	Double Multi-Socket China Fitting, Aqua GLI Series	50 Units





HABIB ULLAH

Stamp Vendor's Licence No. 123,

27 MAY 2015

Seal No. 3863, "A" City Court, Karachi.

SN: 3863, DATE: 27/05/2015

ISSUED BY: HABIB ULLAH

THROUGH WITH ADDRESS: 1000 SBT

PURPOSE: 1000 SBT

VALUE RS: 1000 SBT

STAMP VENDOR'S SIGNATURE: 1000 SBT

1.2 "THE SUPPLIER" agrees to provide all above mentioned electrical items as per the terms & conditions of this Agreement.

1.3 "THE SUPPLIER" will coordinate their supplies with Manager Purchase & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed electrical items.

1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supplies 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".





HABIB ULLAH

Stamp Vendor's License No. 123,
Sole Agent, City Court, Karachi.
S/N: 37632 DATE: 27 MAY 2015
ISSUED TO: Mr. Habib Ullah
THROUGH WH: Mr. Habib Ullah
PURPOSE: For the purpose of the contract
VALUE RS. 100000/-
STAMP VENDOR'S SIGNATURE: Habib Ullah

27 MAY 2015

Article II

SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the supply and to check the delivery of electrical items 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 supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Minimum 10 (Ten) days after Approval of Sample(s) will be required to deliver the Electrical 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 labor(s) / transportation(s) / cartage(s) what so ever required to complete the delivery of electrical items at the cost/charges amount offered in the tender vide # ME/05/14-15.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 118,579.50 (inclusive of all taxes) Provide & Supply of Electrical Items but limited to in tender vide # ME/05/14-15 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.



- 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 @ 0.3% 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, 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.

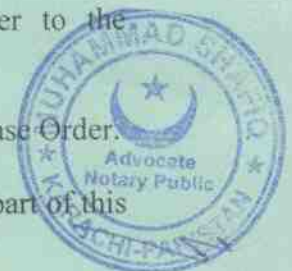
Article VIII:



- 8.2 Without limiting the generality of the forgoing the M/s Hamza T Contractor & General Order Supplier, 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 Hamza T Contractor & General Order Supplier 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 Hamza T Contractor & General Order Supplier 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 Hamza T Contractor & General Order Supplier 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 FINALIZATION OF SAMPLE(S) 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 # ME/05/14-15 will be the integral part of this agreement and can't be revoked.



"IBA"

Capt. (Retd) Ahmed Zaheer Pt.
REGISTRAR
Institute of Business Administration
Karachi, Pakistan.

NAME: Capt. (Retd.) Ahmed Zaheer PN

CNIC # _____

Address: _____

Registrar, Institute of Business
Administration Main Campus

University Road, Karachi

Signature

M/S HAMZA T CONTRACTOR &
GENERAL ORDER SUPPLIER

NAME: HAMZA TANWEER

CNIC # _____

Address: _____

Address: H-97/2, Area 1-D,
Landhi # 1, Karachi

WITNESS:

1.

Signature

M. SOHAIL KHAN

Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____

2. KALEEM UD DIN DURESHI

Signature

CNIC # 35202-4959855-1

Address: H-63D, SECT-17

SECT-37/D, LANDHI-2



ATTESTED

Muhammad Shafiq
Advocate
NOTARY PUBLIC
KARACHI-PAKISTAN

28 MAY 2015