



ZAFAR ALAM Stamp Vendor
Licence No. 29, Seat No. 8, Shed A,
City Courts, Karachi.

28 APR 2015

MUHAMMAD HABIBULLAH KHAN
Office Superintendent
Stamp Office, City Court, Karachi.

S.N.O. 156604
ISSUED TO WITH ADDRESS: M. Shahid Qureshi
THROUGH WITH ADDRESS: Advocate
PURPOSE: L. No. 3543 KBA
VALUE: 50
STAMP VENDOR'S SIGNATURE: [Signature]

30 APR 2015

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day April 30, 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 stationery items vide tender # MISC/08/14-15 to Provide & Supply of Stationery Items (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Stationery Items" and "THE SUPPLIER" have offered to provide & supply of stationery items as

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Stationery Items" discussions in respect of the same with "IBA" before the determination of Scope of Supply for Stationery 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 "stationery items", discussions with "IBA" before the supply of stationery items to "IBA". The description/BoQ is appended below:

S. #	Description	Qty
01	Ball Pen cliper Dollar Blue – 1500 Black – 1500 Red – 500	3500
02	Box File In out tray with flap Opal	50 units
03	Correcting fluid Blanco Fluid + thinner (2x20ml) Pelikan	24 units
04	Correcting fluid pen (7ml) Pelikan	24 units
05	Calculator MJ-120D (Original) Casio	24 units
06	Eraser (pencil rubber) AL-30 Pelican	72 units
07	File Folder (lever file) thick material Korona	300 units
08	File Plastic sheet A-4 Different colors Bili	250 units
09	File Separator (index file) Citizen	500 units
10	Chart Paper (white) As per sample	300 units
11	Packing Tap 2" (Brown) 90 yards Abro	60 units
12	Peon Book (mail book) 200 pages Hamdam	48 units
13	Register Petty Cash No. 4 H. B.	24 units


- 1.2 "THE SUPPLIER" agrees to provide all above mentioned stationery 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 stationery 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".



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 stationery 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 Stationery 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 stationery items at the cost/charges amount offered in the tender vide # MISC/08/14-15.

Article III
REMUNERATION

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- 3.1 The cost offered by the Supplier is Rs. 177,387.21 (inclusive of all taxes) Provide & Supply of Stationery Items but limited to in tender vide # MISC/08/14-15 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.
 - 3.2 A Penalty @ 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 Stationery 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 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.

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 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

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 # MISC/08/14-15 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 #


**Hamza T Contractor
& General Order Supplier**
M/S HAMZA T CONTRACTOR &
GENERAL ORDER SUPPLIER

NAME: HAMZA TANWEER

CNIC # 42000-5301528-9

WITNESS:

1.



M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration

Karachi-Pakistan

CNIC #

Address:

2. KALEEM UD DIN QURESHI



CNIC # 35202-4959855-1

Address: H # 638, ST # 17

SEC # 37-D, LANDHI # 2 KARACHI

