



KAMRAN NEHAL STAMP VENDOR

Licence No. 152, Shop No. 1, Glamour Arcade

Sector 11-F, North Karachi

S. No. 12879 Date

Issued To With Address

Through With Address

Purpose

Value Rs

Amount Value & Signature

01 NOV 2017

M. ABBAS BHUTTA AGREEMENT

Advocate-12525 H/C

11 NOV 2017 Stamp Office Karachi
RUPEES TWO HUNDRED ONLY

THIS AGREEMENT is executed at KARACHI, on this day November...30..., 2017.

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 Fire Extinguishers & Equipment items vide tender # ME/01/17-18 for the Provide & Supply of Fire Extinguishers & Equipment (IBA requirement) discussions in respect of the same before the determination of scope of procurement will be held with "IBA" as "Fire Extinguishers & Equipment" and "THE SUPPLIER" have offered to render all kind of Fire Extinguishers & Equipment (including but not limited to the "Fire Extinguishers & Equipment" of the proposed procurement up to the satisfaction & handing over the material(s) to the "IBA" having

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KAMRAN NEHAL STAMP VENDOR
Licence No. 152, Shop No. 1, Glamour Arcade
Sector 44-E, North Karachi

S. No. **12880** Date **0-1 NOV 2017**
San With Address
Through With Address

Purpose
Agent No
Through Via
M. ABBAS BHUTTA
Advocate 12525 H/C

NOV 2017

RUPEES TWO HUNDRED ONLY

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Fire Extinguishers & Equipment" discussions in respect of the same with "IBA" before the determination of Scope of Procurement Fire Extinguishers & Equipment to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Fire Extinguishers & Equipment. "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 PROCUREMENT & AGREEMENT

1.1 This Agreement includes, the "Fire Extinguishers & Equipment", discussions with "IBA" before the determination of scope of procurement with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

S. #	Description	Qty.		Rate	Amount
1	DCP Fire Extinguisher - 6kg with Hanging bracket Pressure Gauge and Initial Charge, MF 216 ABC 30% Work Safe Made In China or equivalent	150	Units	CHINA	
				1,750.00	262,500.00
2	Fire Suit	2	Suits	CHINA	



SHAMID SALEEM Stamp Vendor
Licence No. 68, Shop No. 1, Karim Plaza
Gulshan-e-Iqbal Block-14, Karachi

(RUPEES ONE HUNDRED ONLY)

65525

DATE

02 NOV 2017

Through With Signature

M. ABBAS KHAN
Artisan

Purpose

Value Rs.

Stamp Vendor's Signature

For Use Free

	use				
	Type Number XU-107				
	Standard EN 1869-1997				
	Size: 1.2 x 1.8 Meter Made in China or equivalent				
9	Air Mask Safety Standard, Chemical Respirator Model No. NP-305 Made In China or equivalent	17	Units	CHINA	
				156.00	2,652.00
10	Breathing Apparatus Self Contained Breathing Apparatus SCA 820F designed for quick and easy use, the SCA 820F is an entry level Breathing Apparatus for any fire environment. Proven & reliable face mask positive pressure eliminates inward leakages of gases/smokes. Material : Steel Total Weight : 13 Kg (+-10%) Total Duration: 30 Minutes Make: Korea or equivalent	2	Sets	CHINA	
				22,500.00	45,000.00
			Total (Rs.)		388,877.00
			17% GST (Rs.)		66,109.09
			Grand Total (Rs.)		454,986.09

- 1.3 "THE SUPPLIER" will coordinate their procurement with Sr. Manager Purchase & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Fire Extinguishers & Equipment.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and procurement 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".
- 1.7 Physical random testing 2% of all or each description of Fire Extinguishers will be examined by IBA authority.

Article II **SCOPE OF PROFESSIONAL SERVICES:**

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the procurement and to check the execution of Fire Extinguishers & Equipment in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Purchase & Stores "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and procurement with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery 15 working days after approval of samples.
- 2.5 All staff must have CNIC and clearly mentioned to discourage procurement 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 project at the cost/charges amount offered in the tender vide # ME/01/17-18.

Article III **REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. 454,986.00 (inclusive of all taxes) Provide & Supply of Fire Extinguishers & Equipment vide tender # ME/01/17-18 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 15 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Payment will be imposed completed in finished form as per specification

- 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, 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 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 Al-Waqad Enterprises,

8.3 M/s Al-Waqad Enterprises, 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 Al-Waqad Enterprises, 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 Al-Waqad Enterprises, as aforesaid for the purpose of obtaining or inducing procurement 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 procurement 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 # ME/01/17-18 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"

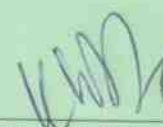

NAME: Aamer Shahbbir Khan
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan

CNIC # _____

Address:

G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi

1. 


M/S Al-Waqad Enterprises
NAME: Khalid Mehmood

CNIC # _____

Address:

R-86, Shaz Banglows,
Gulzar-e-Hijri, Sector 16/A 5, Karachi

2. 
M. Imran Aftab