



SHAHID SALEEM Stamp Vendor
Licence No. 66, Shop No. 3, Karim Plaza
Gulshan-e-Iqbal Block-14, Karachi

22 JUN 2015

S.No. 183520

Issued To: Zohaib Ahmed Khan
Through: Advocate

Purpose:
Value: Rs.
Stamp Vendor's Signature:

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day 23rd June, 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 "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. Khalid Mehmood, holding CNIC No. 42861-0899319-1 on the SECOND PART.



WHEREAS "IBA" intends to obtain D-Ring Rexene File vide tender # MISC/12/14-15 to Provide & Supply of D-Ring Rexene File (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "D-Ring Rexene File" and "THE SUPPLIER" have offered to provide & supply of D-Ring Rexene File as per IBA standards & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.



WITNESSETH

SHAHID SALEEM Stamp Vendor
Licence No 66, Shop No 3 Karim Plaza
Gulshan-8-101, P.O. Box 11, Karachi
S NO. 183521
Issued To: Shahid Saleem
Through: Zohair Ahmed Khan
Purpose: Stamp Vendor's Signature
Value: Rs. 100/-

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

S. #	Description	Qty
1	<p><u>CEE Rexene D-Ring File Folder</u></p> <p>Size : 12.5" x 11.25" x 2.5" (Closed approx) D-Ring Size : 2.0" Rexene : Leatherite with foam wading Color : Black Front : Embossed Logo Top Centre : IBA Logo Middle Centre : Executive Education Bottom Centre : CEE Logo Inside Pocket Size : 11"x8" (D-Shape) Name Pocket (window style); 4"x3" with pen holder Inside tweed cloth machine stitching/sewing all over edges.</p>	350 Folder

1.2 "THE SUPPLIER" agrees to provide all above mentioned D-Ring Rexene File 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 D-Ring Rexene File.

1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of





SHAHID SALEEM Stamp Vendor
Licence No. 66, Shop No. 3, Karim Plaza
Gulshan-e-Iqbal Block-14, Karachi

22 JUN 2015

Article II

SCOPE OF PROFESSIONAL SERVICES:

S.N.O. 133522

Issued To: Zohab Ahmed Khan
Through: Advocate
Purpose: THE SUPPLIER hereby agree and acknowledge for the periodic supervision of the supply and to check the delivery of D-Ring Rexene File in accordance with the Description & Specification.
Value: Rs.
Stamp Vendor's Signature:

- 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 D-Ring Rexene File 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 D-Ring Rexene File at the cost/charges amount offered in the tender vide # MISC/12/14-15.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 132,678.00 (inclusive of all taxes) Provide & Supply of D-Ring Rexene File but limited to in tender vide # MISC/12/14-15 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 D-Ring Rexene File to IBA.





SHAHID SAJJAD Stamp Challan
Licence No. 56, Shop No. 10, Karim Plaza
Gulshan-e-Iqbal Block-14, Karachi
183523
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:



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 Al-Waqad Enterprises, 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 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/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.



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: _____

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


2. Amjad Sheikh

CNIC # 42101-8122032-3

Address: _____
