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MUHAMMAD HANIF STAMP VENDOR
No. 56, Shop # G-II, Ground Floor
Fair Plaza, Plot # A-239, Garden West, Karachi

13 NOV 2019

S.No.
Date: 6/3/20
Sale to with Address:
Through with Address:
Purpose:
Value Rs: 200/-
Stamp Vendor's Signature:
(DO NOT USE DIVORCE & WILL PURPOSE)

Muhammad Ali Bhimla
Advocate
No 4480, H.C. Karachi.

AGREEMENT

Provision of Revolving Chairs

THIS AGREEMENT is executed at KARACHI, on this day December. 13, 2019.

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 National Traders, having its office at # B-147, Block-14, Gulistan-e-Jouhar 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 owner Mr. Mirza Mohammad Obaid Baig, holding CNIC No. 42201-6715350-7 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision of Revolving Chairs vide tender # FUR/01/19-20 for (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision of

Provision of Revolving Chairs vide tender # FUR/01/19-20

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Revolving Chairs” and “THE SUPPLIER” have offered to render all kind of Provision of Revolving Chairs (including but not limited to the “Provision of Revolving Chairs” of the proposed supply up to the satisfaction & handing over the material(s) to the “IBA” having accepted the offer in finished form complete in all respect.

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

“IBA” hereby offer to appoint “THE SUPPLIER” as their official for the specific purpose of “Provision of Revolving Chairs” discussions in respect of the same with “IBA” before the determination of Scope of Provision of Revolving Chairs. “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 SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the “Provision of Revolving Chairs”, discussions with “IBA” before the determination of scope of supply with any/all other relevant details to “IBA”.
- 1.2 “THE SUPPLIER” agrees to provide any/all kind of Provision of Revolving Chairs to “IBA” whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 “THE SUPPLIER” will coordinate their supply with Sr. Manager Procurement & Stores, of the “IBA” who will assist “THE SUPPLIER” in supervision of proposed Revolving Chairs.
- 1.4 “THE SUPPLIER” will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 “THE SUPPLIER” is responsible for the safety of all its activities including protection of the environment on and off the site in accordance to the best international practices.
- 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 to Provision of Revolving Chairs in accordance with the Description & Specification.



- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 Delivery on or before January 30, 2020.
- 2.4 All staff must have CNIC and clearly mentioned to discourage supply through child labor.
- 2.5 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # FUR/01/19-20.
- 2.6 Sample(s)/specimen/swatch(es) of items should be provided by the supplier/contractor at its own cost to the Procurement Office. Sample(s)/ specimen/swatch(es) quantity would be included in requirement.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs.2,815,728.00 (inclusive of all taxes) Provision of Revolving Chairs vide tender # FUR/01/19-20 variation may occurred. The cost is inclusive of labor / transportation / supplies / etc. Details of items are appended below;

S. #	Items	Qty	Rate	Amount
1	Revolving Chair Brand: Master Offisys Cres ECO Low Back Chair without ArmRest Brown 20 chairs Blue 40 chairs Red 50 Chairs Miranda Orange 20 chairs	130 chairs	12,390.00	1,610,700.00
2	Revolving Chair Brand: Master Offisys Aura Low Back Chair without ArmRest Color: Black	76 chairs	11,298.00	858,648.00
3	Revolving Chair	30 chairs	11,546.00	346,380.00



Brand: Master Offisys Aura Low Back Chair			
Color: Maroon			
Total			Rs. 2,815,728.00
17% GST			Inclusive
Total Amount			Rs. 2,815,728.00

- 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. Liquidity damages will be imposed after 30 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provision of Revolving Chairs.
- 3.3 Payment will be made after delivery and submission of invoice.
- 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 papers 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 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 any time after issuing a 30 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 National Traders, 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 National Traders, 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, contact, 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 National Traders, 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 National Traders, as aforesaid for the purpose of obtaining or inducing procurement or other obligation or benefit in whatsoever from the IBA.

Article IX:
WARRANTY

- 9.1 OEM warranty must be provided by the M/s National Traders.

Article X:
SEVERABILITY

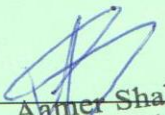
- 10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article XI:
MISCELLANEOUS

- 11.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the supply 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.
- 11.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 11.3 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.
- 11.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 11.5 All terms and conditions of tender vide # FUR/01/19-20 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" Aamer Shahbbir
NAME: Wing Commander (Retd)
Aamer Shahbbir Khan
General Administration (IBA),
Institute of Business Administration
Karachi, Pakistan
CNIC # _____

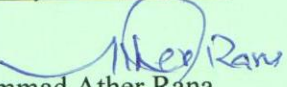
Address:

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

WITNESS:

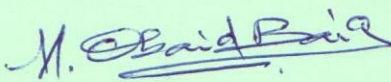
1. 
"IBA" M. SOHAIL KHAN
NAME: Manager Purchase & Stores
Institute of Business Administration
CNIC # Karachi-Pakistan

Address:
Sr. Manager Purchase & Stores
Institute of Business
Administration Main Campus
University Road, Karachi

3. 
Muhammad Ather Rana
Assistant Manager Administration

CNIC # 42281-7519085-9

Address: H#113, Block-2, Reto
Plot, Ehsa Faisal Colony
Karachi.

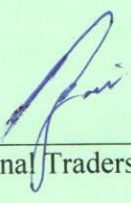

M/s National Traders

NAME: Mirza Obaid

CNIC # 42201-6715350-7

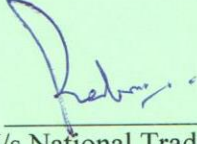
Address:

B-147, Block-14, Gulistan-e-Jouhar,
Karachi

2. 
M/s National Traders
NAME:

CNIC # 42201-1981917-1.

Address: RB-3/19/1 D.M. Vastan Road
at District Center Karachi

4. 
M/s National Traders

CNIC# _____

Address: _____

