

871473



1360/-



MUHAMMAD WARIS KHAN AJMERI
Stamp Vendor's Licence No. 07,
Said No. 871473, City Courts, Karachi.

Sent: 8/11/21 Date: 08 NOV 2021
Issued to with address: ZAFER ALAM
Through with address: Advocate High Court
Purpose: (Stamp Vendor's Signature)
Value Rs. 7512 - HC

08 NOV 2021

RUPEES TWO THOUSAND ONLY
OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi
11 NOV 2021

AGREEMENT

Provision & Fixing of Carpets-G&T Auditorium

THIS AGREEMENT is executed at KARACHI, on this day November 16, 2021.

BETWEEN

M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Enclave, 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 Atique (Pvt) Ltd, having its Office # 46/3, D.C.H.S, Dr. Mehmood Hussain Road, 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 Syed Fahad Ali, holding CNIC No. 42101-8515652-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision & Fixing of Carpets-G&T Auditorium vide tender # ME/02/21-22 for (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision & Fixing of Carpets-G&T Auditorium" and "THE SUPPLIER" have offered to render all kind of Provision & Fixing of Carpets-G&T Auditorium (including but not limited to the "Provision & Fixing of Carpets-G&T Auditorium" of the proposed work 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 & Fixing of Carpets-G&T Auditorium" discussions in respect of the same with "IBA" before the determination of Scope of Provision & Fixing of Carpets-G&T Auditorium. "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 & Fixing of Carpets-G&T Auditorium", 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 & Fixing of Carpets-G&T Auditorium to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their work with Manager Administration of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision & Fixing of Carpets-G&T Auditorium.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of contractor. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".

Article II

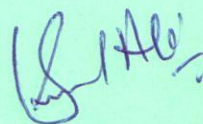
SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provision & Fixing of Carpets-G&T Auditorium in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery on or before December 30, 2021. Further, please coordinate with Manager Administration before delivery.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work 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 # ME/02/21-22.

Article III

REMUNERATION

- 3.1 The cost offered by the Supplier is Rs.958,230.00 (inclusive of all taxes) Provision & Fixing of Carpets-G&T Auditorium vide tender # ME/02/21-22 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;



S.#	Specification	Qty in SFT	Quoted Brand	Quoted Model	Rate	Amount
1	Provision of Provision & Fixing Carpet G&T Auditorium, Main Campus Specification: Pile Fiber Composition: 100% Nylon Yarn Type: BCF Dye Method: Solution Dyed File Weight: 530g/m2 Number of Tufts : 197000/m2 Tufting Gauge: 1/10" Primary Backing: Non-Woven Secondary Backing: Stable Shield – 100% Vinyl Tile Size: 50cm x 50cm (19.6" x 19.6") Pile Height: 3.0 mm Total Height: 6.0 mm Pile Treatment : INVISTA Anti-Soil Treatment, Anti Micro Recommended Installation: Quarter Turn of Brick Carpet Series: Venus Pilot or equivalent Warranty: 10 years Dismantling\removing of old carpet and fixing of new carpet. Complete work has to be done Supplier visit is mandatory for inspecting the sample available with Admin Department, IBA Main Campus.	3000	Standard Carpet UAE	Pilot	Rs. 273.00	Rs. 819,000.00
Total					Rs. 819,000.00	
17% GST					Rs. 139,230.00	
Total Amount					Rs. 958,230.00	

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 & Fixing of Carpets-G&T Auditorium.

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 / work 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
WARRANTY

- 7.1 M/s Atique (Pvt) Ltd should provide OEM warranty.

Article VIII
NOTICE

- 8.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article IX
FORCE MAJURE

- 9.1 SERVICE PROVIDER shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of SERVICE PROVIDER and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article X
INTEGRITY PACT

- 10.1 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).
- 10.2 Without limiting the generality of the forgoing the M/s Atique (Pvt) Ltd, 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.
- 10.3 M/s Atique (Pvt) Ltd, 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.

10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Atique (Pvt) Ltd, 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 Atique (Pvt) Ltd as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XI
SEVERABILITY

11.1 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 XII
MISCELLANEOUS

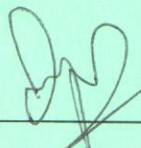
12.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.

12.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

12.3 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.

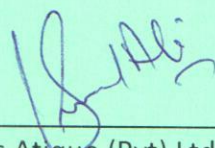
12.4 All terms and conditions of tender vide # ME/02/21-22 will be the integral part of this agreement and can't be revoked.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.


Dr. Muhammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

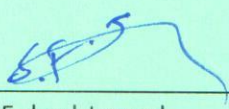
"IBA"
NAME: Dr. Muhammad Asad Ilyas

CNIC # _____
Address:
Registrar, Institute of Business
Administration Main Campus
University Road, Karachi


M/s Atique (Pvt) Ltd
NAME: Syed Fahad Ali

CNIC # 42101-8515652-3
Address:
46/3, D.C.H.S.,
Dr. Mehmood Hussain Road,
Karachi

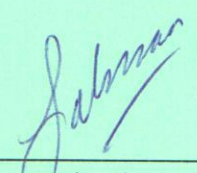
WITNESS:

1. 
Syed Fahad Jawed

CNIC # 42201-9125136-3
Address:
Head of Procurement
Institute of Business
Administration Main Campus
University Road, Karachi

Focal Person IBA

Mr. Shahab Uddin Khan

2. 
M/s Atique (Pvt) Ltd
NAME: M. Salman Irshad
CNIC # 42201-0610356-5
Address:
Flat#G-7, Tooba Apartment, DHA
Phase -1, Karachi