



09 MAR 2017

Usama Rehman Stamp Vendor

Shop No.18, Karim Plaza, Gulshan-e-Iqbal, Karachi

Lic. No. 73

S.NO.

DATE 09 MAR 2017

MALIK SHER

ISSUED TO WITH ADDRESS KARAR ADY.

THROUGH

VALUE

STAMP VENDOR'S SIGNATURE

(RUPEES THREE HUNDRED ONLY)

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day March... 21..., 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 K&B Enterprises, having its office at 26A, Al-Mujeeb Garden Model Colony 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. Muhammad Waseem, holding CNIC No. 42501-6226606-9, on the SECOND PART.

WHEREAS "IBA" intends to obtain medical furniture items vide tender # FUR/04/16-17 for the Provide, Supply & Fabrication of Medical Furniture & Ancillary Items for IBA Clinic (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Medical Furniture Works" and "THE SUPPLIER" have offered to render all kind of fabrication, fixing of medical furniture items (including but not limited to the "Medical Furniture Works" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form



STAMP OFFICE CITY COURT KARACHI.

Issued to Ahmed Tahir
CNIC No. 11914
Vide D.S.R. No. 2 Dt. 27.2.17
On behalf of challan No. 105 Dt. 27.2.17
for the purpose of S.D.
Entry No. 7 Dt. 27.2.17

(RUPEES THREE THOUSAND ONLY)

Page No.2..


En. Official Vendor
**NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES
AS FOLLOWS:**


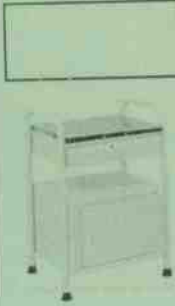



WITNESSETH






"IBA" hereby offer to appoint "THE SUPPLIER" as their official fabricator for the specific purpose of "Medical Furniture Work" discussions in respect of the same with "IBA" before the determination of Scope of Work making Medical Furniture Items to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for medical furniture. "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 WORK & AGREEMENT

1.1 This Agreement includes, the "medical furniture work", discussions with "IBA" before the determination of scope of work to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

S. No.	Name of Item	Description	Image	Unit	Qty	Quoted Brand	Rate	Amount
1	Bed	<p>Overall dimension(LXWXH) 195cmX85Xcmx55cm</p> <ul style="list-style-type: none"> - Four section beds with all welded enameled main frame construction from rectangular section steel tube of 16SWG steel sheets. - Adjustable back rest and leg section by means of two independent cranks with rectangular handled. - Removable chrome plated bed ends fitted with 10mm laminated plastic panels. - Platform fitted with epoxy painted steel bars of 18 SWG Steel sheets. - The bed is munted on double ball bearing, swivel castors of non-tin and weather proof rubber. Two fixed at head end and two swiveling with independent breaks at foot end. - Bumpers at all four 		EACH	4	Winmed	65,000.00	260,000.00

2	Over Bed Table	Height adjustable approx.: 750mm to 1100 mm by lifting release bar under the table top by hydraulic mechanism or spring Top made of melamine sheet Winmed		EACH	4	Winmed	11,700.00	46,800.00
3	Bed side Locker	Overall size of locker 40cm width, 40cm depth, 80 cm height. Made up of M.. sheet 18 SWG. Top made of laminated melamine sheet. One drawer. One Cabinet. Bade made of 1" round/square pipe. FINISH: Polyester powder coated finishing Winmed		EACH	4	Winmed	14,000.00	56,000.00
4	I.V. Pole Stand	Heavy Weight based on 500 mm dia castors, powder coated base and column with telescope adjustment of 4 ports I/V rod of wire diameter 0.5 mm. Winmed		EACH	4	Winmed	10,000.00	40,000.00
5	Examination Couch	Frame to be one piece w mild steel powder coater Headrest to have step less angle adjustment from horizontal to 75° 2" Mattress of 2.5 lbs/cft density with water proof flame retardant sterilize-able cover Size Approx 2000mm X 500mm with standard height . Winmed		EACH	3	Winmed	33,800.00	101,400.00
	Instrum	Frame constructed of stainless steel hollow pipe, complete with two stainless steel trays. Both trays provided with		EACH	2	Winmed	7,000.00	14,000.00

7	Emergency Stretcher	Single crank, rubber bumper guards on all sides, mobile on 23 cm dia. Rubber Castors, removable tarpaulin/Rexene streched stretcher. Winmed		EACH	2	Winmed	91,000.00	182,000.00
8	Wheel Chair	Folding Wheel Chair, Detachable Desk Armrests, and Swinging Detachable Elevating Adjustable height leg rests. Footsteips made of Aluminu. With Safety belt. Seat width 38X43cm, made of high quality leather to withstand human load		EACH	2	Local Made	7,300.00	14,600.00
9	Dressing Trolley	Constructed from stainless hollow peipe with two shelves of stainless steel, two stainless steel drawers under the top shelf. Stainless steel bucket and bowl with holders. Mobile on 100mm dia rubber castors. Push handle for easy movement. Winmed		EACH	2	Local Made	6,900.00	13,800.00
10	OPD chairs S.S	Chairs (Steel) fixed on steel structure of section 40mm X600mm. For Fixing 3 seater structure with seating area approximately 51 Cm X 50 cm With sliver enameled finished. The structure may be able to be fixed on the floor/replacbeable . Branded, Good Quality		EACH	4	China Made	11,290.00	45,160.00
11	Surgeon Revolving Steel Stool	Stool with 16 SWG stainless steel structure and seat with back of diameter 300mm. Height adjustable by simple spun mechanism. Height adjustment not less than 53cm to 68 cm Winmed		EACH	3	Local Made	6,800.00	20,400.00

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of medical furniture works 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 Purchase & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed medical furniture work.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works 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 work and to check the execution of Medical Furniture Work 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 works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery 25 days after approval of samples.
- 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 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 # FUR/04/16-17.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 929,167.00 (inclusive of all taxes) Provide, Supply & Fabrication of Medical Furniture & Ancillary Items for IBA Clinic tender vide # FUR/04/16-17 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 25 days subject to final proof sample material handed over by supplier to

- 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 Work 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 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 / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial

8.2 Without limiting the generality of the forgoing the M/s K&B 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 K&B 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 K&B 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 K&B 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 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 fabrication, 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 Work Order.

9.5 All terms and conditions of tender vide # FUR/04/16-17 will be the integral part of this agreement and can't be revoked.

9.6 The medical furniture fabricators / firms / dealers must ensure that specified article/items should be presented for approval before start of work. Unavailability of article/items at the time of Work Order or material shortage due to any reason whatsoever would lead to forfeiture of Bid Security.

9.7 M/s K&B Enterprises must ensure that specified article/items should be presented for

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 Shabbir Khan
Aamer Shabbir Khan
Commander (Retd)
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. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____

CNIC # _____

Address: _____

M/S K&B Enterprises

NAME: M. Waseem

CNIC # 42501-6226606-9

Address: _____

Address: 26-A, Al-Mujeeb Garden,
Model Colony, Karachi

2. _____

Muhammad Nazir Khan

CNIC# 42101-5254376-1

Address: R.68 Hina Banglen

Block 19, G. Town

CNIC # _____

Address: _____