



**M. AAMIR KHAN QADRI**  
Licence No. 15, N-1/C, UK Square Bl-16 F.B. Area, Karachi

06 DEC 2016

(RUPEES FIFTY ONLY)

S. No: 16721 Date: 06/12/2016  
Issued to With Address: Karachi  
Through With Address: Karachi  
Purpose: 06/12/2016  
Value Rs. 50  
Stamp Vendor's Signature: Karachi  
Not For Used Bank Guaranty/will/divorce  
Vendor Not Responsible Any Fake Documentation

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day December 30, 2016.

### 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 Jummani Enterprises, having its office at Suit # 6, ZC-12, Block 16, Gulshan-e-Iqbal, Karachi-75460, 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. Sohail Jumani, holding CNIC No. \_\_\_\_\_ on the SECOND PART.

WHEREAS "IBA" intends to obtain venetian blinds for boys hostel vide tender # MISC/05/16-17 for the Provide, Supply & Fixing of Venetian Blinds at Boys Hostel (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Venetian Blinds" and "THE SUPPLIER" have





**AMIR KHAN QADRI**  
No. 15 N-1/C, UK Square BI-16 F.B. Area, Karachi

18524 Date **22 DEC 2016**

(RUPEES ONE THOUSAND ONLY)

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ot Responsible Any Fake Documentation

**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 "Venetian Blinds" discussions in respect of the same with "IBA" before the determination of Scope of Work making Venetian Blinds to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for blinds. "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 "venetian blinds", discussions with "IBA" before the determination of scope of work to illustrate the schematic design to suitable scale

S#	Items	Qty	Rate	Amount
1	<b>Venetian Blinds</b> Size: 40" (width) x 93" (height) 1" Strip Color: Grey Material: Vinyl	73 blinds	2,300.00	167,900.00
2	<b>Venetian Blinds</b> Size: 18" (width) x 93" (height) 1" Strip Color: Grey Material: Vinyl	36 blinds	1,068.00	38,448.00
3	<b>Venetian Blinds</b> Size: 20" (width) x 93" (height) 1" Strip Color: Grey Material: Vinyl	36 blinds	1,150.00	41,400.00
<b>Total</b>			<b>Rs. 247,748.00</b>	
<b>17% GST</b>			<b>Rs. 42,117.16</b>	
<b>Total Amount</b>			<b>Rs. 289,865.16</b>	

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of venetian blinds 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 venetian blinds.
- 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:**



- 2.3 "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 # MISC/05/16-17.

### **Article III** **REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. 289,865.16 (inclusive of all taxes) Provide, Supply & Fixing of Venetian Blinds at Boys Hostel Items but limited to in tender vide # MISC/01/16-17 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 20 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Work Order. Work will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Venetian Blinds to IBA.
- 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, following which the decision of the court law in the jurisdiction of Karachi binding to

**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 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 Jummani 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 Jummani 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 Jummani 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,

**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 # MISC/05/16-17 will be the integral part of this agreement and can't be revoked.
- 9.6 The venetian blinds 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 Jummani Enterprises 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.
- 9.8 Sample must be provided to Purchase Office for approval before start of work.



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"


**JAMI MOIZ  
REGISTRAR**

NAME: Jami Moiz Institute of Business Administration  
Karachi, Pakistan

CNIC # \_\_\_\_\_

Address:  
Registrar, Institute of Business  
Administration Main Campus

University Road, Karachi

  
M/S JUMMANI ENTERPRISES

NAME: Sohail Jumani

CNIC # \_\_\_\_\_

Address: Suit # 6, ZC-12  
Block-16, Gulshan-e-Iqbal  
Karachi

WITNESS:

1. 

**M. SOHAIL KHAN**

Manager Purchase & Stores  
Institute of Business Administration  
Karachi-Pakistan

CNIC # \_\_\_\_\_

Address: \_\_\_\_\_

2. 



CNIC # \_\_\_\_\_

Address: \_\_\_\_\_