

SAMIL AKHTAR SHAIKH STAMP VENDOR LICENCE # 12, GHAZIABAD BLOCK M.

SR. NO. ISSUED TO WITH ADDRESS MR.

THROUGH WITH ADDRESS W

Not sued For Divorce And Free Will

## **AGREEMENT**

THIS AGREMENT is executed at KARACHI, on this day November 30 of 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 Allied Computer Services, having its office at # RB-3/19/1, D.M. Wafai Road Pakistan Chowk, 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 Mr. M. Uzair Baig, holding CNIC No. 42201-1981917-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain 04 sets of Samsung LED TVs of Total Amount Rs. 326,400.00 (Inclusive of GST) to Provide & Supply of LED TVs as per IBA requirement vide Tender # ME/04/15-16 discussions in respect of the same before the determination of scope of supply will be held with "IBA" or as and "SUPPLIER" have offered to render all kind of items/ supply of the proposed items 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 DARTIES AS FOLLOWS



SAMIL AKHTAR SHAIKH STAMP VENDOR
LICENCE # 12, GHAZIABAD BLOCK M.
SECTOR ATT, ORANGITOWN, KARACHION

SR. NO.

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THROUGH WITH ADDRESS MR.

VALUE RS.

STAMP VENDOR RIGNATURE.

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# Article I: DUTIES & SCOPE OF SUPPLIES & AGREEMENT

- 1.1 This Agreement includes, the "SAMSUNG 32J4003 LED TV 32", SAMSUNG 40H6300 LED TV 40" and SAMSUNG 48H6300 LED TV 48", as per "IBA" requirement mentioned in Tender BoQ.
- 1.2 "SUPPLIER" agrees to provide item to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "SUPPLIER" will coordinate with Manager Purchase & Stores, of the "IBA" who will assist "SUPPLIER" in supervision of proposed supply.

# Article II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "SUPPLIER" hereby agreed and acknowledge for the periodic supervision of the supply and to check the delivery of Supplies in accordance with the Description & Specification.
- 2.2 "SUPPLIER" hereby agreed and acknowledge the acceptance of attending the meetings with the Manager Purchase & Stores "IBA" as & when required.

#### Article III REMUNERATION

- 3.1 The cost offered by the Printer is Rs. 326,400.00 (inclusive of all taxes) Provide & Supply of LED TVs vide Samsung Model # 32J4003 LED TV 32inch qty 01, Samsung Model # 40H6300 LED TV 40inch qty 02 and Samsung Model # 48H6300 LED TV 48inch with complete FOUR wall brackets and FOUR stands but limited to in tender vide # ME/04/15-16.
- 2.2. A Banelty @ 294 per month of the total agreed payment, of the total cost will be



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- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.4 All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination of Purchase Order.
- 3.5 Performance Security 5% of total amount of Purchase Order. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.

#### 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 supply is not executed according to the requirement at anytime after issuing a 15 day's notice.



# Article VI:

6.1 "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 "SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by 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: MISCELLANEOUS

- 8.1 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 8.2 Copyright of each item shall be reserved with the "IBA".
- 8.4 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.
- 8.5 This agreement is effective from the date issue of Purchase Order.
- 8.6 Standard OEM warranty required in the name of Institute of Business Administration, Karachi (IBA, Karachi).

IN WITNESS WHEREOF both the partie respective hands to this agreement at Karachi	es hereto have set & subscribed their
NAME: Capt. (Retd.) Ahmed Zaheer PN CNIC #  Address: Registrar, Institute of Business Administration Main Campus University Road, Karachi	M/s ALLIED COMPUTER SERVICE  NAME: M. UZAIR BAIG  CNIC # 40201.1981917-  Address: RB-3/19/1 D.M. Wafai Road  Pakistan Chowk, Karachi
M. SOHAIL KHAN Manager Purchase & Stores	2
Institute of Business Administration CNIC #Karachi-Pakistan	CNIC#
Address:	Address: