

PURPOSE
VALUE RS
STAMP VENDOR SIGNATURE
NOT USE FOR FREE WILL & DIVORCE PURPOSE

AGREEMENT

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 Pak Carpet Industries (Pvt) Ltd, having its office at # 115-A, Mehdi Towers, SMCHS, 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. Muhammad Imran Khaleedi, holding CNIC No. 42301-3000236-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain Supplying & Fixing of Carpets vide tender # MISC/02/17-18 for the Supplying & Fixing of Carpets (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supplying & Fixing of Carpets" and "THE SUPPLIER" have offered to render all kind of Supplying & Fixing of Carpets (including but not limited to the "Supplying & Fixing of Carpets" 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.

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1 0 MAY 2018

TIPEES TWO HUNDRED CELY,

Through With Address ... MUHAMMAD SABAR
Through With Address ... Advocate (L-2355)
Purpose ... Attached ...
Stamps Vendor's Signature ...
NOT FOR USED BANK GUARANTEE WILL DIVORCE VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Supplying & Fixing of Carpets" discussions in respect of the same with "IBA" before the determination of Scope of Work Supplying & Fixing of Carpets to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Supplying & Fixing of Carpets. "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 AND AGREEMENT

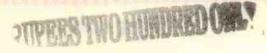
- 1.1 This Agreement includes, the "Supplying & Fixing of Carpets", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Supplying & Fixing of Carpets to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their work with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Supplying & Fixing of Carpets.
- 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".





MUHAMMAD IMRAN STAMP VENDOR Shop No. 31, Jillani Plaza, Garden West. Karachi Lic. No. 141, S. No. 2020 Date:

1 0 MAY 2018



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 Supplying & Fixing of Carpets 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 "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 07 days after approval of samples.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "THE SUPPLLIER", will provide all required/necessary carpenter(s) / labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # MISC/02/17-18.

Article III REMUNERATION

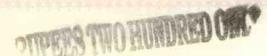
3.1 The cost offered by the Supplier is Rs. 590,896.00 (inclusive of all taxes) Supplying & Fixing of Carpets vide tender # MISC/02/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;





MUHAMMAD IMRAN STAMP VENDOR Shop No. 31, Jillani Plaza, Garden West. Karachi Lic. No. 141, S. No. 25758 Date:

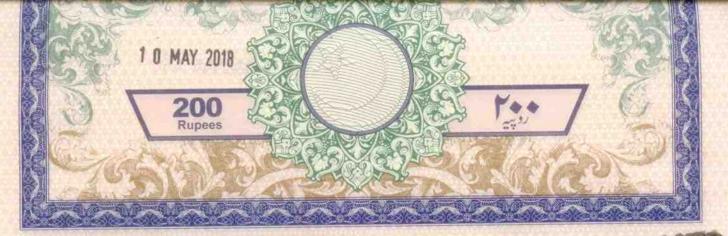
1 0 MAY 2018



Rs. 505,040.00

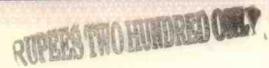
Stamps Vendor NOT FOR USED 8 VENDOR NOT RESP	Signature NK QUARANTEE WILL/DIVINSIBLE ANY FAIR DECENT	proce	Qty	Rate	Amount
	Fixing Location: La Thickness: 1 Color: Maro Imported pra with comple Conforming	on Color	1310 sq.ft	250	327,500.00
	Location: C Color: Marc Imported ca our requiren Conforming	rpet with complete fixing as per	1614 sqft	110	177,540.00

Total



MUHAMMAD IMRAN STAMP VENDOR Shop No. 31, Jiliani Piaza, Garden West. Karachi Lie, No. 141, 8, No. 2 (2 (9) Date:....

1 0 MAY 2018



Issued to With Address ---- MUHAMMAD SABAR Through With Address ------Advocate (1:-2355)

Value Rs. Attached

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 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 Supplying & Fixing of Carpets to IBA.

- Payment will be made after delivery and submission of invoice. Advance Payment 3.3 subject to Bank Guarantee.
- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by the party.
- 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.

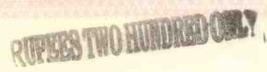
Article V: TERMINATION

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.



MUHAMMAD IMRAN STAMP VENDOR Shop No. 31, Jillani Plaza, Garden West, Karachi Lic. No. 141, S. No. 20260 Date:

1 0 MAY 2018



MARACHI

Through With Address MUHAMMAD SABAR

Advocate (t-2355) Purpose

Value Ra. Attached Attached

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 Pak Carpet Industries (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.
- 8.3 M/s Pak Carpet Industries (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



MUHAMMAD IMRAN STAMP VENDOR Shop No. 31, Jillani Plaza, Garden West, Karachi Lic. No. 141, S. No. 7 (4 (Date:

0 7 MAY 2018

DEVICE SUPERINTENANT

Issued to With Address ---- SARTAJ-KHAN Through With Address ... Advocate

Value Rs..... Attached

Stamps Vendor's Signature indirector and other right & remedies available to the IBA under any law, contact, 7 MAY 2018 VENDOR NOT RESPONSIBLE AN COME PORTE PORTE THAT IS NOT A STAND A STAND OF THE IBA.

> 8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Pak Carpet Industries (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 Pak Carpet Industries (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 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 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.
- 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 Purchase Order.
- 9.5 All terms and conditions of tender vide # MISC/02/17-18 will be the integral part of this agreement and can't be revoked.





0 7 MAY 2018

COPPLE SUPERINTERCOME

Issued to With Address -- SARTAJ-KHAN
Through With Address -- Advocate L-15079

Value Rs.... Attached where the water of the parties hereto have set & subscribed their respective 7 MAY 2016

Stamps Vendor's Signature at Karachi on the date as mentioned above.

VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

"IBA"

NAME: Aamer Stephin Khan

Wing Commander (Retd)

CNIC #General Manager Administration
Institute of Business Administration (IBA),

Address:

G. M. Admin Institute of Business
Administration Main Campus

Karachi, Pakistan

University Road, Karachi

M. SOHAIL KHAN

Manager Purchase & Stores

institute of Business Administration Karachi-Pakistan

CNIC#

Address:

M/s Pak Carpet Industries (Pvt) Let (KARACHI

NAME: M. Imran Khaleedi,

CNIC # 42301-3000236-1

Address:

115-A. Mehdi Towers.,

SMCHS, Karachi

ZAHID HUSSAIN

CNIC# 42461-9376911-5

Address: 1726/1743 Glow Negar
Baldia Town Kui