



**SAJID MAHMOOD STAMP VENDOR**

Licence No. 79, Shop # 8, Karim Plaza,  
Near Civic Centre, Karachi.

S No. **83586** Date .....

Issued to With Address .....

Through With Address .....

Purpose .....

Value Rs .....

Stamp Vendor's Signature .....

Not For Used Bank .....

Vendor Not Responsible Any .....

**CH. ABDUL QYANI**  
Advocate High Court  
Reg No. 7895 H.C. Karachi

**05 APR 2016**

**RUPEES ONE HUNDRED ONLY**

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day April 16, 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 Al-Waqad Enterprises, having its office at # R-86, Shaz Banglows, Sector 16 A/5, Gulzar-e-Hijri, Sector 33 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. Khalid Mehmood, holding CNIC No. 42501-0899319-1 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain General Items for Boys Hostel vide tender # MISC/07/15-16 to Provide & Supply of General Items for Boys Hostel (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "General Items for Boys Hostel" and "THE SUPPLIER" have offered to provide & supply of General Items for Boys Hostel as per IBA standards & handing over the material(s) to the "IBA" having accepted the offer in Form # 16





**SALID MAHMOOD STAMP VENDOR**

Licence No. 83587 Shop # 8, Karim Plaza,  
Centre, Karachi.

S No. .... Date .....  
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Purpose .....  
Value Rs. ....  
Stamp Vendor's Sign .....  
Not For Used Bank Guaranty/will/divorce  
Vendor Not Responsible for Fake Documentation

05 APR 2016

(RUPEES ONE HUNDRED ONLY)

### WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "General Items for Boys Hostel" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of General Items for Boys Hostel. "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 SUPPLIES & AGREEMENT

1.1 This Agreement includes, the "General Items for Boys Hostel", as per "IBA" requirement mentioned in Tender BoQ.

			M/s Al-Waqad Enterprises	
S#	Items	Qty	Rate	Amount
1	<b>Carpet for Prayer Room</b> Location: Sir Anwer Pervez Boys Hostel Size : 20ft x 24 ft Imported prayer rugs Style: Jacquard Fiber: PP BCF & Heatset Machine Made Mosque Carpet Pattern: Cut Pile Design: Wilton Technics: Machine Made	1	93600	93,600.00





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S. No. **83588**

Date: \_\_\_\_\_  
Issued to With Address: \_\_\_\_\_  
Through With Address: \_\_\_\_\_  
Purpose: \_\_\_\_\_  
Value Rs: \_\_\_\_\_  
Stamp Vendor's Signature: \_\_\_\_\_  
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**05 APR 2016**

**RUPEES ONE HUNDRED ONLY**

2	<b>Carpet for Prayer Room</b>  Location: Capt. Haleem Siddiqui Boys Hostel  Size : 33ft x 20 ft Imported prayer rugs Style: Jacquard Fiber: PP BCF & Heatset Machine Made Mosque Carpet Pattern: Cut Pile Design: Wilton Technics: Machine Made Use: Prayer Place of Origin: Turkey Pak Carpet Manufacturer or equivalent with complete fixing as per our requirement	1	132600	132,600.00
<b>Total</b>				Rs. 226,200.00
<b>17% GST</b>				Rs. 38,454.00
<b>Total Amount</b>				Rs. 264,654.00

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.





**SALID MAHMOOD STAMP VENDOR**

Licence No. 79, Shop # 8, Karim Plaza,  
Near Civic Centre, Karachi.

S. No. **83589**

Issued to: Mr. M. A. Baig

Through With: Mr. A. Baig

Purpose: Mr. A. Baig

Value: Rs. 100

Stamp Vendor: Mr. A. Baig

Not For Use: Mr. A. Baig

Vendor Not Responsible: Mr. A. Baig

**MIRZA SHAHID BAIG**  
Sole High Court  
P.O. 491 H.C. Karachi.

05 APR 2016

**RUPEES ONE HUNDRED ONLY**

- 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.
- 2.3
- 2.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.5 Minimum 07 (Seven) days after Approval of Sample(s) will be required to deliver the General Items for Boys Hostel at the SUPPLIER'S expense.
- 2.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.7 "THE SUPPLIER", will provide all required / necessary labor(s) / transportation(s) /cartage(s) what so ever required to complete the delivery of General Items for Boys Hostel at the cost/charges amount offered in the tender vide # MISC/07/15-16.

### Article III **REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. 264,654.00 (inclusive of all taxes) Provide & Supply of General Items for Boys Hostel but limited to in tender vide # MISC/07/15-16 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc





**SAJID MAHMOOD STAMP VENDOR**

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S. No. **83590**

Issued to With Address: .....  
Through With Address: .....  
Purpose: .....  
Value Rs: .....  
Stamp Vendor's Signature: .....  
Not For Use: .....  
Vendor Not Responsible For Fake Documentation

**05 APR 2016**

**RUPEES ONE HUNDRED ONLY**

- completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of General Items for Boys Hostel 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 Purchase Order will be provided by the party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / purchase 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**







**SAJID MAHMOOD STAMP VENDOR**

Licence No. 79, Shop # 8, Karim Plaza,  
New City Centre, Karachi.

**84556**

S. No: .....  
Issued to With Address: .....  
Through With Address: .....  
Purpose: .....  
Value: Rs. ....  
Stamp Hand: .....  
Not For: .....  
Vendor Not Res: .....  
**MIRZA SHAHID BAG**  
**Advocate High Court**  
**Reg. No. 491 H.C. KARACHI**

**05 APR 2016**

**(RUPEES FIFTY ONLY)**

#### 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 Al-Waqad 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



8.3 M/s Al-Waqad 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 Al-Waqad 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 Al-Waqad 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 in the contents as required by the contractor on proof sample or in course of the supplies 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(S) 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/07/15-16 will be the integral part of this agreement and can't be revoked.

9.6 Standard OEM warranty required in the name of Institute of Business Administration, Karachi (IBA, Karachi).

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: Capt. (Retd.) Ahmed Zaheer PN

CNIC #

M/S AL-WAQAD ENTERPRISES

NAME: KHALID MEHMOOD

CNIC # 42501 0890310 1

University Road, Karachi

WITNESS:

1.

  
M. SOHAIL KHAN

Manager Purchase & Stores

Chief of Business Administration

Karachi-Pakistan

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

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

2.

62201-28016885

Munir M. Talab



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

Address: 1, War Center SBC

B-13-C, Gulmiz-e-Ahmed