



DANISH AHMAD STAMP VENDOR  
S.V. Lic. No. 29, Suit No. 223, IIInd Floor,  
Tahir Plaza, City Courts, Karachi

06 NOV 2018

(RUPEES ONE THOUSAND ONLY)

S. No. 6091 DATE  
ISSUED TO VENDOR'S ADDRESS ANWAR AHMED  
THROUGH WITH ADDRESS Advocate  
PURPOSE Ledger No. 3155/H.C  
VALUE RS. 1000 ATTACHED  
STAMP VENDOR'S SIGNATURE

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day November. 07, 2018.

### BETWEEN

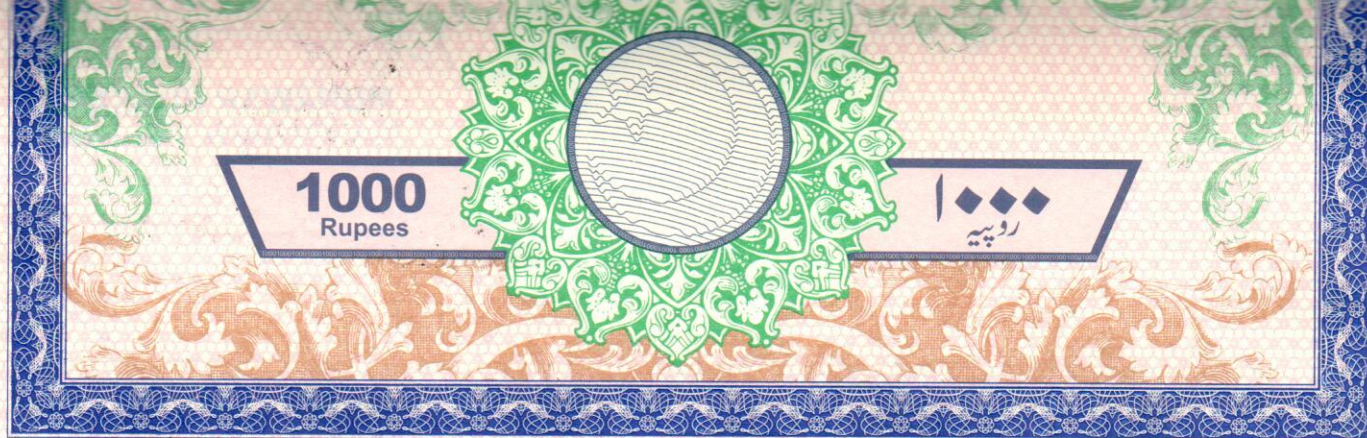
**M/s Institute of Business Administration**, through its Registrar, located at **Main Campus, University Road, Karachi**, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

### AND

**M/s INSPIRE TRADING CO.**, having its office at **Plot 7B, Ch. Rehmat Ali Road, G-Sector Manzoor 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. Rashid Iqbal**, holding CNIC No. 4230107501299 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Fabricate, Provide & Supply of Workstation & Chairs vide tender # FUR/03/18-19 for the Fabricate, Provide & Supply of Workstation & Chairs (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Fabricate, Provide & Supply of Workstation & Chairs" and "THE SUPPLIER" have offered to render all kind of Fabricate, Provide & Supply of Workstation & Chairs (including but not limited to the "Fabricate, Provide & Supply of Workstation & Chairs" 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.

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



DANISH AHMAD STAMP VENDOR  
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Tahir Plaza, City Courts, Karachi

06 NOV 2018

(RUPEES ONE THOUSAND ONLY)

S. No. 6042 DATE  
ISSUED TO WITH ADDRESS: ANWAR AHMED  
THROUGH WITH ADDRESS: Advocate  
PURPOSE: Ledger No. 3155/H.C  
VALUE RS. 1000 ATTACHED  
STAMP VENDOR'S SIGNATURE

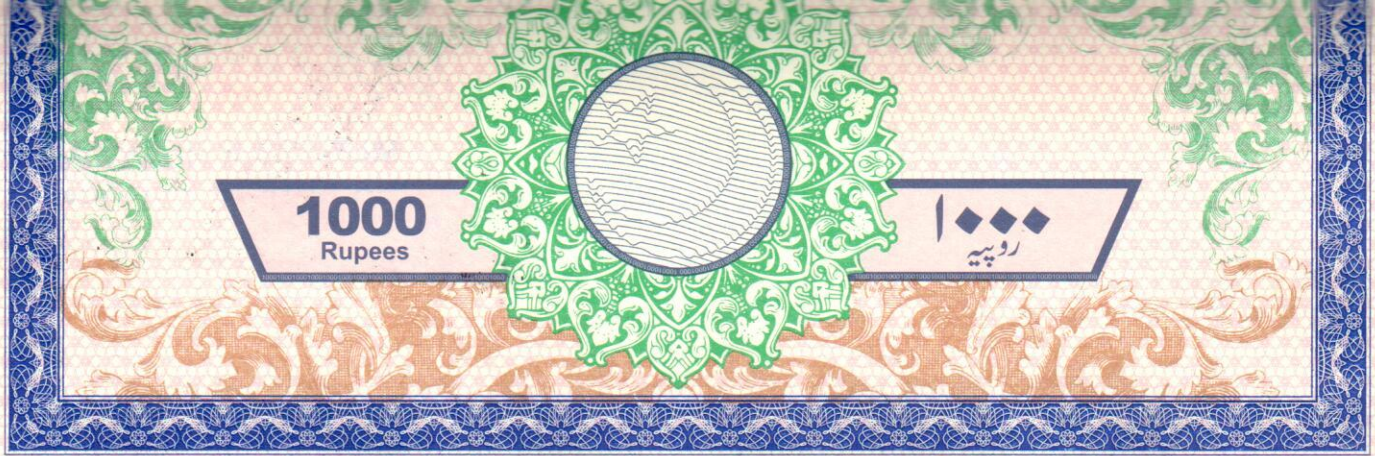
### WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Fabricate, Provide & Supply of Workstation & Chairs" discussions in respect of the same with "IBA" before the determination of Scope of Work for Fabricate, Provide & Supply of Workstation & Chairs to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Fabricate, Provide & Supply of Workstation & Chairs. "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 "Fabricate, Provide & Supply of Workstation & Chairs", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

			M/s.Inspire Trading Co	
S. #	Description	Qty	Rate (Rs.)	Amount (Rs.)
1	<b>Work Station</b>  OFFICE TABLE. a. Top. 16mm thick Laminated particle board. size 120"x48". Edges 0.4mm PVC lipping. b. Base. 1½" x 1 ½" 16 swg powder coated pipe. c. Partitioning wall . 16mm Thick laminated particle board both side soft board pasting with fabric only over of the top. Under of the top plane laminated	5 Sets	24,400.00	122,000.00



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06 NOV 2018

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S. No. 6093 DATE: 06 NOV 2018  
ISSUED TO: ADDRESS: ZAFAR ALAM  
THROUGH WITH ADDRESS: Advocate  
PURPOSE: 1512/H.C  
VALUE RS. 1000/- ATTACHED: 1512/H.C  
STAMP VENDOR'S SIGNATURE: [Signature]

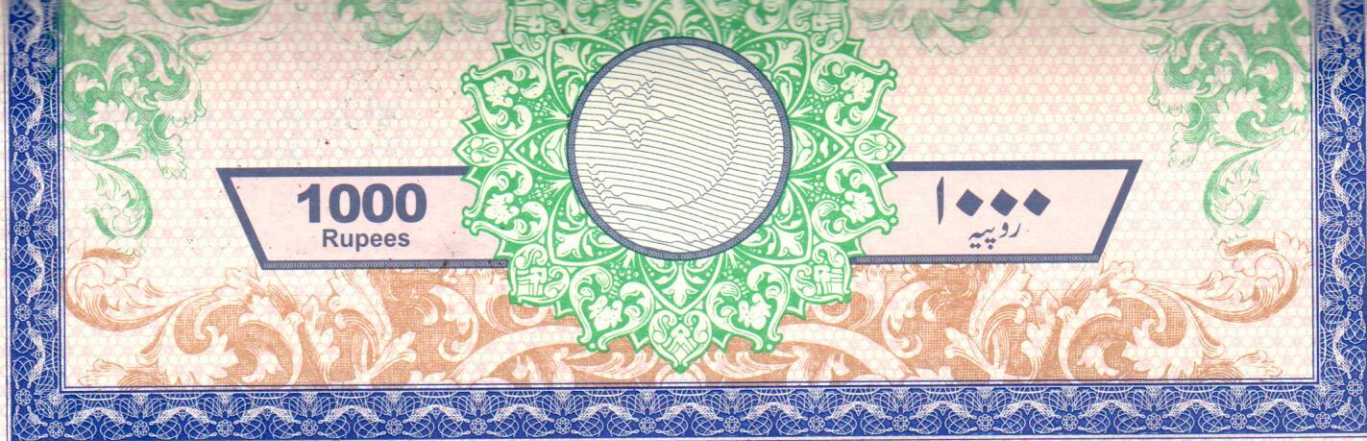
particle board. ELECTRIC WORK.

a. 1 Nos 3 pin & 1 Nos 2 pin sockets with wiring. For each user.

We need these workstations for incubation room at HBL Building at city campus and for G&T Auditorium backyard rooms at main campus.



2	<p><b>Work Station</b> OFFICE WORKSTATION.</p> <p>a. Partitioning wall . 16mm Thick laminated particle board both side soft board pasting with fabric only over of the top. Under of the top plane laminated particle board.</p> <p>b. Top. 16mm thick Laminated particle board. size 33"x 19".Edges 0.4mm PVC lipping.</p> <p>c. Base. 1 1/2" x 1 1/2" 16 swg powder coated.</p>	10  Sets	22,200.00	222,000.00
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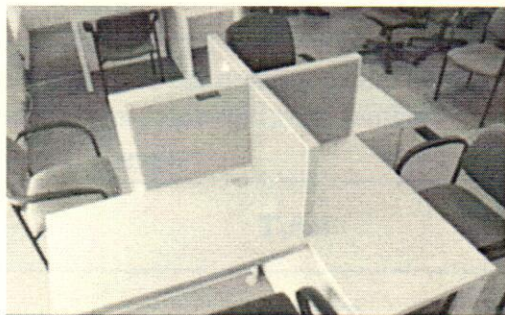
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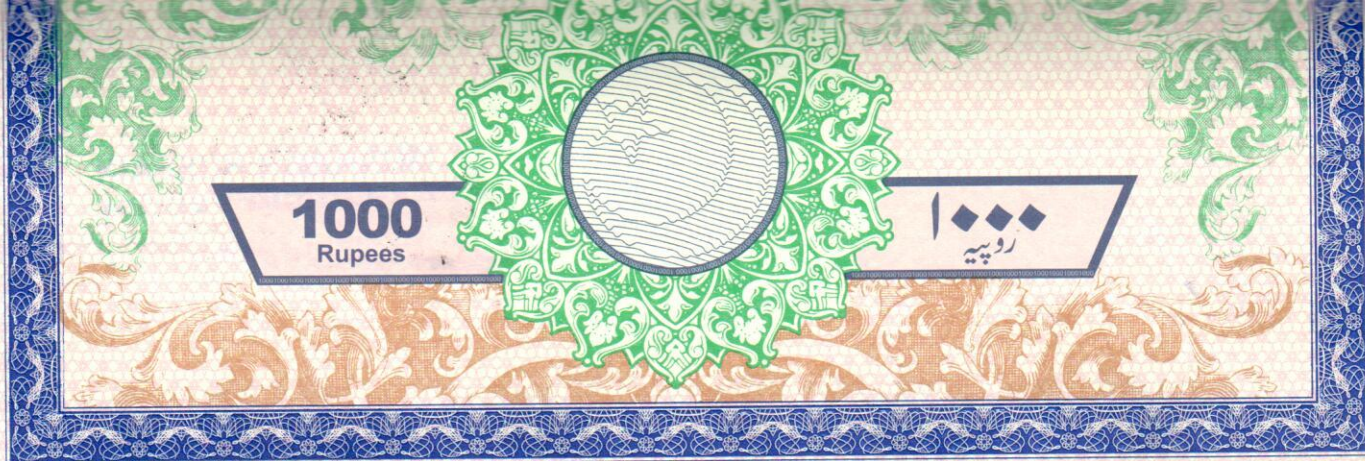
(RUPEES ONE THOUSAND ONLY)

S. No. .... 6044 ... DATE .....  
ISSUED TO: Mr. ADDRESS..... **ZAFAR ALAM**  
THROUGH WITH ADDRESS..... Advocate  
PURPOSE..... **Ledger No. 7512/H.C**  
VALUE RS. .... 10007 ... ATTACHED  
STAMP VENDOR'S SIGNATURE..... **ELECTRICAL WORK.**

a. 1 Nos 3 pin & 1 Nos 2 pin sockets with wiring. For each user.  
We need these workstations for incubation room at HBL Building at city campus and for G&T Auditorium backyard rooms at main campus.



3	<ul style="list-style-type: none"> <li>• <b>Revolving Chair</b></li> <li>• Brand: Master Offisys or equivalent</li> <li>• Model &amp; Series: Aura LBC or equivalent</li> <li>• Sleek and stylish polypropylene armrests.</li> <li>• Fixed position angle control system at 2 positions.</li> <li>• Extra torsion adjustment control.</li> <li>• Guaranteed PU Master Molty Excel Foam seat and backrest, off-white color or equivalent</li> </ul> <p>Maroon color revolving chairs.</p> <ul style="list-style-type: none"> <li>• Flexibility in choice of upholstery fabric &amp; leatherette.</li> <li>• High frequency compression process on multi-layered veneer shell, anatomically designed for posture support.</li> </ul>	80 Units	<p>10,100.00</p> <p>808,000.00</p>



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06 NOV 2018

(RUPEES ONE THOUSAND ONLY)

S. No. 6045 DATE  
ISSUED TO: S. J. HUSSAIN  
THROUGH WITH ADDRESS: Advocate  
PURPOSE: C. No. 290/KBA  
VALUE RS. 1000 ATTACHED  
STAMP VENDOR'S SIGNATURE

<ul style="list-style-type: none"> <li>5-prong pressure die-cast Aluminum / Nylon with reinforced glass base for added seating support.</li> <li>Twin wheel castors, which meet requirements for BIFMA and DIN standards.</li> <li>Adjustable seat height-gas lifts type and swivel.</li> <li>The S-shape backrest is designed according to the contour of the human spine to provide optimum lumbar.</li> </ul> <p>As per Sample</p>		
<b>Total</b>		<b>Rs. 1,152,000.00</b>
<b>17% GST</b>		<b>Rs. 195,840.00</b>
<b>Total Amount</b>		<b>Rs. 1,347,840.00</b>

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Fabricate, Provide & Supply of Workstation & Chairs 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 Fabricate, Provide & Supply of Workstation & Chairs.
- 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 Fabricate, Provide & Supply of Workstation & Chairs 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 10 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 procurement at the cost/charges amount offered in the tender vide # FUR/03/18-19.

**Article III**  
**REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. 1,347,840.00 (inclusive of all taxes) Fabricate, Provide & Supply of Workstation & Chairs vide tender # FUR/03/18-19 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 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 Tables, Chairs & Work Stations 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 / 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 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 Inspire Trading Co., 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/ Inspire Trading Co., 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 Inspire Trading Co., 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 Inspire Trading Co., 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 # FUR/03/18-19 will be the integral part of this agreement and can't be revoked.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

Aamer Shabbir  
Wing Commander (Retd)  
General Manager Administration  
Institute of Business Administration  
Karachi, Pakistan

"IBA"

NAME: Aamer Shabbir Khan

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: \_\_\_\_\_



M/s Inspire Trading Co.

NAME: Rashid Iqbal

CNIC # 4230107501299

Address:

Plot 7B, Ch. Rehmat Ali Road,  
G-Sector Manzoor Colony Karachi

2. M AKRAM.

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

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