



MUHAMMAD FAISAL KHAN STAMP VENDOR
Licence No. 124, Shop No. S-7, Maymar Tower
Gulshan-e-Maymar Karachi.

21 FEB 2018

RUPEES TWO THOUSANT ONLY

S. No. 070668 Date
Issued to With Address
Through With Address
Purpose
Value Rs. Attached
Stamp Vendor's Signature
Not For used Bank Guarantee/will/divorce vendor
not responsible Any Fake Documentations

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day February...27...., 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 S. M. Saeed & Brothers, having its office at # S. 10, Noman Arcade Block-14, Gulshan-e-Iqbal, 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. S. M. Saeed, holding CNIC No. 42000-0514292-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Grass Cutting Machine & Pitch Roller vide tender # ME/14/17-18 for the Provide & Supply of Grass Cutting Machine & Pitch Roller (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Grass Cutting Machine & Pitch Roller" and "THE SUPPLIER" have offered to render all kind of Grass Cutting Machine & Pitch Roller (including but not limited to the "Grass Cutting Machine & Pitch Roller" 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.



21 FEB 2018

TWO HUNDRED ONLY

Muhammad Habib Stamp Vendor

Licence No. 39, Shop No. 1, Plot No. 9
Opp. Muhammad Ali Market, Jamshed Road # 3,

S. No. 26978 Date
Issued to With Address **Tauqeer Ahmed Siddiqui**
Through With Address **Advocate**
Purpose
Value Rs. Attested **Ledger No. 8823 Khi.**
Stamp Vendor & Signature

Not For Used Free Will & Divorce Deed

Vendor Not Responsible Any Fake Documents

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

WITNESSETH

“IBA” hereby offer to appoint “THE SUPPLIER” as their official for the specific purpose of “Grass Cutting Machine & Pitch Roller” discussions in respect of the same with “IBA” before the determination of Scope of Work Grass Cutting Machine & Pitch Roller to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to “IBA” for Grass Cutting Machine & Pitch Roller. “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 “Grass Cutting Machine & Pitch Roller”, 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:

S#	Item Description	Quoted Brand & Model	Qty	Rate	Amount
1	Grass Cutting Machine – Auto <ul style="list-style-type: none"> Cutters with high quality 6 bladed Sheffield steel cylinder cassette High comfort fully adjustable trailer seat 	H.M. Elahi Bux Manufacturing	1 unit	312,500.00	312,500.00



MEHMOOD SHAIKH STAMP VENDOR

S. No. 767 Issued With Add: _____

Through With Add: _____

Shop No. 15, LICENCE
Naz Aptt. B1-4 NO. 168,
Gulistan-e-Johar
Karachi.


Purpose: _____

Value Rs. _____ Attached M. YAGOOB ADVOCATE

Stamp Vendor Sign: MC

23 FEB 2018

(RUPEES ONE HUNDRED ONLY)

	<ul style="list-style-type: none"> Starting recoil rope type Fitted with heavy chain & gears system Complete with grass box 				
2	Cricket Pitch Roller Local – (MS) Manual Net Weight: 1000kg Roller MS Sheet Thickness 15mm to 18mm 	H.M. Elahi Bux Manufacturing	1 unit	243,750.00	243,750.00
Total					Rs. 556,250.00
17% GST					Rs. 94,562.50
Grand Total					Rs. 650,812.50

1.2 "THE SUPPLIER" agrees to provide any/all kind of Grass Cutting Machine & Pitch Roller 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 Grass Cutting Machine & Pitch Roller.

- 1.1 "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.
- 1.2 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.3 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 Grass Cutting Machine & Pitch Roller 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 # ME/14/17-18.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 650,812.50 (inclusive of all taxes) Provide & Supply of Grass Cutting Machine & Pitch Roller vide tender # ME/14/17-18 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 Grass Cutting Machine & Pitch Roller 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.

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 S. M. Saeed & Brothers, 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 S. M. Saeed & Brothers, 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

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 S. M. Saeed & Brothers, 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 # ME/14/17-18 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.

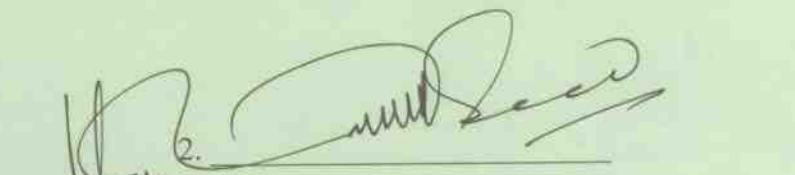

NAME: Aamer Shabbir Khan
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan
CNIC # _____

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


S. M. SAEED & BROTHERS
M/S S. M. Saeed & Brothers & Supplier
NAME: S. M. Saeed
Office S-10, Noman Arcade
CNIC # _____

Address:
S-10, Noman Arcade,
Block-14, Gulshan-e-Iqbal, Karachi

2. 
Hammed Saeed.
S-10, Noman Arcade,
Block-14, Gulshan-e-Iqbal
Karachi.