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**ATTAULLAH STAMP VENDOR**  
Licence # 428, L-1345/1, Surjani Town  
Karachi.

25 AUG 2018

31 AUG 2018

(RUPEES ONE HUNDRED ONLY)

SR. NO. .... DATE .....  
ISSUED TO WITH ADDRESS MR. ....  
THROUGH WITH ADDRESS MR. ....  
PURPOSE .....  
VALUE RS. .... ATTACHED .....  
STAMP VENDOR SIGNATURE .....  
**M. IQBAL QURESHI ADVOCATE**  
**L. No: 5103, High Court, Karachi**  
**Karachi.**

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day August 31, 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 Vorson (Pvt) Ltd, having its office at # 173-W, Block-2, P.E.C.H.S. 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. Younus Mohiuddin**, holding CNIC No. 42201-0568072-7 on the SECOND PART

Supply of Cleaning & Janitorial Items vide tender #

## WITNESSETH

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

S.#	Specification	Qty	Quoted Brand	Rate	Amount
1	<b>Dishwashing Powder</b> Packing: 450g bag Brand: Vim	600	Vim	57.18	34,308.00
2	<b>Coopex Powder Bottle 100g</b>	10	Coopex	81.18	811.80
3	<b>Room Air Freshener Spray</b> Volume: 300 ml Assorted Fragrances Brand: Lotion Perfect	600	Perfect	178.28	106,968.00
4	<b>Toilet Air Freshener</b> Brand: Roomi Roomi Tablets	1000	Roomi	14.46	14,460.00
5	<b>Broom hard (Tinka Jharoo)</b> As per sample	150	Local	51.10	7,665.00
6	<b>Soft Broom (Phool Jharoo)</b> As per sample	250	Local	61.24	15,310.00
7	<b>Carpet Brush</b>	20	Local	51.12	1,022.40
8	<b>Commode Brush</b> (Scotch Brite)	10	Scotch Brite	255.12	2,551.20
9	<b>Dust Pan (Scotch Brite )</b>	50	Local	45.98	2,299.00
10	<b>Dusting Cloth</b> 36" x 30" Plain Fabric ("A" Quality) As per Sample	1000	Size 36"x2"	51.10	51,100.00
11	<b>Phenyl 425ml</b> <b>Finis</b>	50	Local	168.68	8,434.00
12	<b>Mop Complete with Iron Rod</b> 450gm / 160z Maximum weight & Size With Strong Iron Stick and Clip	100	Maya	286.20	28,620.00



13	<b>Mop Pad</b> 450gm / 160z Maximum weight & Size As per Sample	150	Local	81.18	12,177.00
14	<b>Insecticide (Spray)</b> Mosquito & Fly Killer 400ml Mortein Naturgard	400	Mortein	264.94	105,976.00
15	<b>Scotching Pad</b> Regular, Brand: 3M	400	Scotch Brite	18.38	7,352.00
<b>Total</b>				Rs. 399,054.40	
<b>17% GST</b>				Rs. 67,839.25	
<b>Grand Total</b>				Rs. 466,893.65	

- 1.2 "THE SUPPLIER" agrees to provide any/all kind for Supply of Cleaning & Janitorial Items 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 Purchase & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Supply of Cleaning & Janitorial Items.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supplies 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 Supply of Cleaning & Janitorial Items in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Purchase & Stores "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery 20 days after approval of samples.

2.5 All staff must have CNIC and clearly mentioned to discourage work through child

- 2.6 "THE SUPPLIER", will provide all required/necessary carpenter(s) / labor(s) / transportation(s) / cartage(s) what so ever required to complete the project at the cost/charges amount offered in the tender vide # MISC/05/2018-19.

### **Article III** **REMUNERATION**

- 3.1 The cost offered by "THE SUPPLIER" is Rs. 466,893.65 (inclusive of all taxes) Supply of Cleaning & Janitorial Items vide tender # ME/05/2018-19 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 Purchase Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 15 days subject to final proof sample material handed over by "THE SUPPLIER" to IBA before the starting date mentioned on the Purchase Order. Purchase Order will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of General Items 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 "THE 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

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 Vorson (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 Vorson (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 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 Vorson (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 Vorson (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



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/05/2018-19 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)  
Acting Registrar  
Institute of Business Administration (IBA),  
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  
CNIC # Karachi-Pakistan

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

 VORSON (PVT) LTD.  
M/s Vorson (Pvt) Ltd  
NAME: Younus Mohiuddin  
CNIC # 42201-0568072-7

Address:

173-W, Block-2, P.E.C.H.S.  
Karachi

2.   
Rashid Ali

CNIC# 41200-7409432-7

Address: EC II, R-5, Sector II, Sultanabad  
Mangrova Road, Karachi