



SYED NISAR AHMED STAMP VENDOR
L No 73, Room # 11, 2nd Floor, Nizamia Market,
Dense Hall, Saddar Town, Karachi

20 JUL 2018

(RUPEES ONE HUNDRED ONLY)

SR No. 1423 Date, _____

Issued to with Address, _____

Through with Address: MUHAMMAD NAEEM

Purpose, Advocate HC 326

Value Rs. 100 Attached: 1

Stamp Vendor Signature: _____

Do Not use Divorced & will Purpose and Vendor
Will not Responsible for any illegal / Fake Agreements

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day August 30, 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.

WHEREAS "IBA" intends to obtain Supply of General Items vide tender # MISC/06/18-19 for the Supply of General Items (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Supply of General Items" and "THE SUPPLIER" have offered to render all kind of Supply of General Items (including but not limited to the "Supply of General Items" of the proposed supplies 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

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Supply of General Items" discussions in respect of the same with "IBA" before the determination of Scope of Supply of General Items to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Supply of General 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 General 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	Battery Cell Type (AAA) Brand: Energizer	600	Energizer	37.55	22,530.00
2	Battery Cell Type AA Brand: Energizer	600	Energizer	47.38	28,428.00
3	Water Filter Carbon 3 micron Brand: So-Safe As per Sample available at Store	60	So-Safe	591.47	35,488.20
4	Water Filter 3 micron Size: 10" Brand: So-Safe or Equivalent	250	So-Safe	196.52	49,130.00
5	Plastic Packing Strip (Sutli) 1 kg roll, As per sample	50	1Kg pack	138.18	6,909.00
6	Tissue Roll Brand: Rose Petal	4000	Rose Patel	32.56	130,240.00
7	Tissue Box Brand: Rose Petal	60	Rose Patel	63.96	3,837.60
Total			Rs. 276,562.80		
17% GST			Rs. 47,015.68		
Grand Total			Rs. 323,578.48		

1.2 "THE SUPPLIER" agrees to provide any/all kind for Supply of General 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.

- 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 General 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 working 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) whatsoever required to complete the project at the cost/charges amount offered in the tender vide # MISC/06/18-19.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 323,578.48 (inclusive of all taxes) Supply of General Items vide tender # ME/06/18-19 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 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 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 Work Order will be provided by the party.

- 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 any time after issuing a 15 days' 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 SUPPLIER", 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

stand void of the discretion of the IBA.

8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, "THE SUPPLIER", 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 SUPPLIER", 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/06/18-19 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)
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
Karachi-Pakistan
CNIC # _____

Yehia
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 # 42000-7409432-7