



S.M. NAJAM Stamp Vendor
Licence No. 107, Shop No. 1/A Karim Plaza
Gulshan-e-Iqbal Block-14, Karachi

22 APR 2015

S.N.O. 132477

Issued To: **ABDUL REHMAN KHAN**
Through: **ADVOCAT**
Purpose: **ADVOCAT**
Value Rs. **44,297.00**
Stamp Vendor's Signature: _____

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day 29-04-2015.

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 "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. Khalid Mehmood, holding CNIC No. 42501-0899319-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain general items vide tender # MISC/09/14-15 to Provide & Supply of General Items (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "General Items" and "THE SUPPLIER" have offered to provide & supply of general items as per IBA standards & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "General Items" discussions in respect of the same with "IBA" before the determination of Scope of Supply for 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 "general items", discussions with "IBA" before the supply of general items to "IBA". The description/BoQ is appended below:

S. #	Description	Qty
1	Liquid Soap 10 ltr can (Hand wash) MSN Trader	70 cans
2	Tumbler / Glass for Drinking Water 300 ml (board size) Toyo Nasic	84 units
3	Water Filter Carbon So-Safe	300 units

- 1.2 "THE SUPPLIER" agrees to provide all above mentioned general items as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their supplies with Manager Purchase & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed general items.
- 1.4 "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.
- 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 supply and to check the delivery 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 Manager Purchase & Stores "IBA" as & when required.
- 2.3 "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.
- 2.4 Minimum 10 (Ten) days after Approval of Sample(s) will be required to deliver the General Items at the SUPPLIER'S expense.
- 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 labor(s) / transportation(s) / cartage(s) what so ever required to complete the delivery of general items at the cost/charges amount offered in the tender vide # MISC/09/14-15.

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 326,861.03 (inclusive of all taxes) Provide & Supply of General Items but limited to in tender vide # MISC/09/14-15 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.
- 3.2 A Penalty @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Penalty 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. Supplies will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number 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 @ 0.3% of the cost of transaction / purchase order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be

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 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 consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the

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/09/14-15 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.

"IBA"

NAME: Capt. (Retd.) Ahmed Zaheer PN

CNIC # _____

Address:

M/S AL-WAQAD ENTERPRISES

NAME: KHALID MEHMOOD

CNIC # 42501-0899319-1

Address:

1.



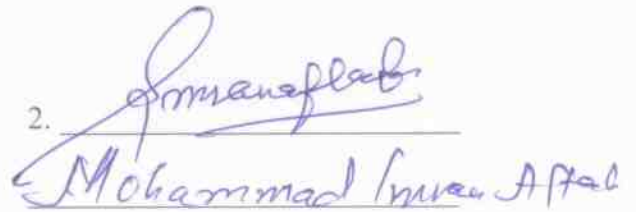
M. SOHAIL KHAN

Manager Purchase & Stores

CNIC # Institute of Business Administration
Karachi-Pakistan

Address: _____

2.



CNIC # 422012901688-5

Address: D-31 Block 9

Gulshan-e-Iqbal, Karachi