

SND-0370-355551103947

GoS-KHI-8D4776C315B09604

Non-Judicial

Rs 4,900/-

Description : Contract - 15(a)  
 Principal : Institute Business Administration [00000000]  
 Contractor : FIVE STAR ENTERPRISES [A3389850]  
 Applicant : ASAD ULLAH [42201-5843111-1]  
 Stamp Duty Paid by : FIVE STAR ENTERPRISES [A3389850]  
 Issue Date : 14-Nov-2024, 10:50:47 AM  
 Paid Through Challan : 2024369EFB9C394B  
 Amount in Words : Four Thousand Nine Hundred Rupees Only

Please Write Below This Line

**AGREEMENT****Fabricate and Supply Garden Bench**

**THIS AGREEMENT is executed at KARACHI, on this day October 9, 2024.**

**BETWEEN**

**M/s. Institute of Business Administration, Karachi** through its Registrar, located at **Main Campus, University Enclave, 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. Five Star Enterprises**, having its office at **Office # 3, 1st Floor, Jason Center, Block 9, Clifton, Karachi**, hereinafter referred to as **THE SUPPLIER** (which expression shall wherever the context so permits are deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr. Darpan Kumar**, holding CNIC No. 45102-7721929-1 on the **SECOND PART**.

**WHEREAS** IBA intends to obtain a Supply of Garden Bench vide tender # **FF/02/24-25** up to the entire satisfaction and hand over the material(s) to the IBA having accepted the offer in a finished form complete in all respects.

**NOW IT IS HEREBY AGREED and DECLARED BY AND BETWEEN THE PARTIES AS FOLLO**





**WITNESSETH**

IBA hereby offers to appoint THE SUPPLIER as their **supplier** for the specific purpose of "Fabricate and Supply Garden Bench" vide tender # FF/02/24-25. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms and conditions herein below.

**Article I:**  
**SCOPE OF SUPPLY**

- 1.1 THE SUPPLIER agrees to Fabricate and Supply Garden Bench to IBA whenever and wherever form is required as per the terms and conditions of this Agreement.
- 1.2 THE SUPPLIER will coordinate with the Head of Procurement of the IBA who will assist THE SUPPLIER in the supervision of the proposed Fabricate and Supply of Garden Bench.
- 1.3 THE SUPPLIER will visit the Procurement Department located at Main Campus, University Road, Karachi as and when required with a prior appointment.
- 1.4 THE SUPPLIER will get the sample of each part approved before starting fabrication.
- 1.5 THE SUPPLIER will get a sample of the material and design approved before final fabrication.
- 1.6 All logistic charges will be borne by THE SUPPLIER.
- 1.7 Physical Inspection at the manufacturer/fabricator site will be carried out.
- 1.8 All items in full quantity should be delivered on or before November 21, 2024.
- 1.9 THE SUPPLIER bound to all defective items shall be replaced with the new and same brand.
- 1.10 Any material that becomes faulty will be replaced by THE SUPPLIER.

**Article II**  
**PAYMENT**

- 2.1 Payment will be made on or before 30 days after delivery and submission of invoice.

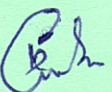
**Article III**  
**WARRANTY**

- 3.1 1-year Comprehensive onsite OEM warranty.

**Article IV**  
**REMUNERATION**

- 4.1 The cost offered by THE SUPPLIER is Rs. 1,394,760/- (inclusive of all taxes) to Fabricate and Supply Garden Bench vide tender # FF/02/24-25 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/ customs duties etc. Details of items are appended below:

| Item Specifications  | Qty         | Rate        | Total Amount |
|--|-------------|-------------|--------------|
| <b>Provide and Supply Round Bench</b> <ul style="list-style-type: none"><li>• Round table with Octagon Canopy</li><li>• Canopy material: Fiberglass of approved shade</li><li>• Table &amp; Seat Top: Partal wood with deco paint (Green, approved shades)</li></ul> | 10<br>units | 118,644.067 | 1,186,440.67 |





|  |  |                    |                     |
|--|--|--------------------|---------------------|
| <ul style="list-style-type: none"> <li>• 2 Electric Switchboards of 3" x 3", fixed along with pole for electric power supply.</li> <li>• Round Table Size: 4' dia</li> <li>• 4 Seats, size: 12" (W) x 48" (L) (curved shape)</li> <li>• Overall Height: 6.5'</li> <li>• Bench Height: 17"</li> <li>• Table Height: 30"</li> <li>• Covered Canopy: 8'</li> <li>• Round Pipe Pole: 2" (dia), 18 gauge</li> <li>• Canopy Frame: 1" x 1" square pipe, 18 gauge, galvanised</li> <li>• Other Frames: 1" x 2" rectangle pipe, 18 gauge, galvanised</li> <li>• Fiber canopy on both sides finished</li> <li>• As per the attached picture and design</li> </ul> |  |                    |                     |
|  |  | <b>18% GST</b>     | <b>213,559.33</b>   |
|  |  | <b>Grand Total</b> | <b>1,400,000.00</b> |

- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed-on as per the Purchase Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and THE SUPPLIER has to deliver the required number of equipment to IBA.
- 4.3 Performance Security 5% of the total amount of the Purchase Order will be provided by THE SUPPLIER.
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc., if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

**Article V**  
**ARBITRATION**

- 5.1 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 hereof shall be referred to the Registrar of the IBA 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, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

**Article VI**  
**FORCE MAJURE**

- 6.1 THE SUPPLIER shall not be asked for a return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of THE SUPPLIER and which could not have been foreseen, prevented, or avoided by a judicious person of able mind and body. These include but are not restricted to, Acts of God, Acts of the public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

**Article VII**



## **TERMINATION**

- 7.1 IBA may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15-day notice.

## **Article VIII** **INDEMNITY**

- 8.1 THE SUPPLIER in its capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, costs 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 SUPPLIER which disturbs or damage the reputation, quality or the standard of services provided by IBA and any person claiming through the IBA.

## **Article IX** **NOTICE**

- 9.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

## **Article X** **SEVERABILITY**

- 10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid and enforced to the fullest extent permitted by prevailing law.

## **Article XI** **INTEGRITY PACT**

- 11.1 The intention is 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).
- 11.2 Without limiting the generality of the forgoing the M/s. Five Star 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 IBA, except that which has been expressly declared pursuant hereto.
- 11.3 M/s. Five Star Enterprises 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 the declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.
- 11.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Five Star Enterprises agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and 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. Five Star Enterprises, as aforesaid to obtain or induce procurement/work/service or other obligation or benefit in whatsoever from the IBA.

## **Article XII** **MISCELLANEOUS**

- 12.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.

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**12.2 The validity of the contract will be effective from the date of issue of the LoA.**

**12.3 All terms and conditions of tender vide # FF/02/24-25 will be an integral part of this agreement.**

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

IBA, Karachi  
Dr. Muhammad Asad Ilyas  
Registrar **Dr. Mohammad Asad Ilyas**  
CNIC # 42301-4497722-9  
Former Chairman  
Institute of Business Administration (IBA),  
Karachi, Pakistan

M/s. Five Star Enterprises  
(Name) **Darpan Lalwani**  
(Designation) **Managing Director**  
CNIC # 45102-7721929-1

Address:  
Institute of Business Administration  
Main Campus, University Road, Karachi

Address:  
Office # 3, 1st Floor, Jason Center, Block 9,  
Clifton, Karachi

**WITNESS:**

1.   
IBA, Karachi  
Syed Fahad Jawed  
Head of Procurement  
CNIC # 42201-9125136-6

2.   
M/s. Five Star Enterprises  
(Name) **Engr. Asad Ullah Mansoori**  
(Designation) **Project Manager**  
CNIC # 42201-5843111-1

Address:  
Institute of Business Administration  
Main Campus, University Road, Karachi

Address:  
Office # 3, 1st Floor, Jason Center, Block 9,  
Clifton, Karachi

Focal Person IBA Shahabuddin Khan