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Rupees 50

STAMP OFFICE CITY CO URT KARACHI

Issued to

CNIC/LEG No.

Vide D.S.R.No.

For the Purpose of

On Cash

*Saiyidullah*  
*8502*  
 233 Dt: *7/10/21*

**AGREEMENT**

Provision of Uniform &amp; Liveries

Ex Office Vendor

THIS AGREEMENT is executed at KARACHI, on this day October 20, 2021.

OFFICE SUPERINTENDENT  
 Stamp Office, City Court  
 Karachi

15 OCT 2021

**BETWEEN**

M/s Institute of Business Administration, 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 M. A. Traders, having its office at Plot # 4-C, 23 Nazimabad No. 04, Commercial Area 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. Muhammad Shoaib, holding CNIC No. 42201-5354716-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision of Uniform & Liveries vide tender # LV/01/21-22 for (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision of Uniform & Liveries" and "THE SUPPLIER" have offered to render all kind of Provision of Uniform & Liveries including but not limited to the "Provision of Uniform & Liveries" 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.

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 "Provision of Uniform & Liveries" discussions in respect of the same with "IBA" before the determination of Scope of Provision of Uniform & Liveries. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Provision of Uniform & Liveries vide tender # LV/01/21-22

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**Article I**  
**DUTIES & SCOPE OF SUPPLY AND AGREEMENT**

- 1.1 This Agreement includes, the "Provision of Uniform & Liveries", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Provision of Uniform & Liveries 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 Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision of Uniform & Liveries.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".

**Article II**  
**SCOPE OF PROFESSIONAL SUPPLIES**

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provision of Uniform & Liveries in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery on or before December 30, 2021.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # LV/01/20-21

**Article III**  
**REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs.808,200.90 (inclusive of all taxes) Provision of Uniform & Liveries vide tender # LV/01/21-22 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

<b><u>Office Attendants (19), Duplicating Machine Operator (02) &amp; Auto Mechanic (01)</u></b>			<b>M/s. M.A Traders</b>	
<b>S. #</b>	<b>Description</b>	<b>Quantity</b>	<b>Rate Rs.</b>	<b>Amount Rs.</b>
1	<b><u>TROUSER</u></b> Viscose summer suiting 'A' Quality or better. Dark Grey with (Fuse Belt) complete stitching / tailoring.  (As per sample)	44	1,150.00	50,600.00



2	<b><u>SHIRT</u></b> Blended fabric wash n wear 65% Cotton x 35% Polyester embroidered logo (Maroon + White) on chest and color Dark Grey 'A' Quality. Computerized Name Tag Embroidered, Vel - Cro Shirt collar (As per sample) <b>(All Shirts are full sleeves)</b>	44	1,150.00	50,600.00
3	<b><u>MOCCASINS</u></b> Specification should match with the sample Bata / Service or equivalent	22	3,000.00	66,000.00
4	<b><u>SOCKS</u></b> 100% Cotton (As per Sample)	44	150.00	6,600.00

**Note: 6 Shalwar Qameez may be order after confirmation of department**

**Electrician, Generator Operators, (08) Painter, Mistry, Carpenter & Plumbers (09)**

S. #	Description	Quantity	Rate Rs.	Amount Rs.
1	<b><u>TROUSER</u></b> Viscose summer suiting 'A' Quality (Both Side Cross Pockets). Large patch pocket, Dark Grey as per client requirement & approval with complete stitching / tailoring. (As per sample)	34	1,150.00	39,100.00
2	<b><u>SHIRT (Half Sleeves)</u></b> Blended fabric wash n wear 65% Cotton x 35% Polyester embroidered logo on chest and color Light Grey 'A' Quality as per client requirement & approval. With computerized Name Tag Embroidered Vel – Cro (As per sample)	34	1,150.00	39,100.00
3	<b><u>MOCCASINS</u></b> Specification should match with the sample Bata / Service or equivalent	9	3,000.00	27,000.00
4	<b><u>SAFETY SHOES</u></b> Half Ankle with metallic toe Black color or equivalent	8	2,350.00	18,800.00
5	<b><u>SOCKS</u></b> 100% Cotton (As per Sample)	34	150.00	5,100.00

**Drivers (15), Rider (01)**

S. #	Description	Quantity	Rate Rs.	Amount Rs.
1	<b>Shirt</b> Blended fabric wash and wear 65% cotton / 35% polyester Colour: Grey, 'A' Quality or better Embroidered IBA logo on front pocket With measurement, stitching / tailoring as per client requirement & approval (As per sample)	22	1,150.00	25,300.00



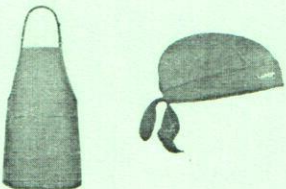
2	<b>Pants</b> Viscose summer suiting 'A' Quality or better Colour: Black, With measurement, stitching / tailoring as per client requirement & approval. As per Sample	22	1,150.00	25,300.00
3	<b>Shalwar &amp; Kameez</b> Cotton fabric Colour: Grey, 'A' Quality Number of Front Pockets: Two (One each at Side and Front left top) Embroidered IBA logo on front pocket With measurement, stitching / tailoring as per client requirement & approval. As per Sample	10	2,280.00	22,800.00
4	<b>MOCCASINS</b> Specification should match with the sample Bata / Service or equivalent	16	3,000.00	48,000.00
5	<b>SOCKS</b> 100% Cotton (As per Sample)	32	150.00	4,800.00
6	<b>DRIVERS HAT</b> Twill Cloth with Plastic Hood	15	450.00	6,750.00

**Sanitary Worker (Male – 17 & Female 2)**

S. #	Description	Quantity	Rate Rs.	Amount Rs.
1	<b>TROUSER (MALE)</b> Viscose summer suiting 'A' Quality. Dark Brown as per client requirement & approval with stitching / tailoring. As Per sample	34	1,150.00	39,100.00
2	<b>BUSHIRT (MALE)</b> Blended fabric wash n wear 65% x 35%, embroidered logo on chest and color beige 'A' Quality or better as per client requirement & approval. With zipper opening and two pockets on bottom of shirts. Full Sleeves As per Sample	34	1,150.00	39,100.00
3	<b>MOCCASINS</b> Specification should match with the sample Bata / Service or equivalent	17	3,000.00	51,000.00
4	<b>SOCKS</b> 100% Cotton (As per Sample)	34	150.00	5,100.00
5	<b>SANITARY WORKER (FEMALE)</b> Shawalar Kameez, beige color 'A' Quality embroidered logo left side pocket Duppata with dark brown boarder or better as per client requirement & approval As per Sample	4	2,280.00	9,120.00
6	<b>MOCCASINS ..... (Female)</b> Specification should match with the sample Bata / Service or equivalent	2	2,000.00	4,000.00



<b>Gardener (9)</b>				
S. #	Description	Quantity	Rate Rs.	Amount Rs.
1	<b>Shalwar Kameez Suit</b> Fabric: Blended Polyester Colour: sky blue With embroidered "GARDENER" & IBA logo on pocket As per Sample	18	2,280.00	41,040.00
2	<b>Peshawari Sandal</b> Upper: Leather, Colour: Black, Sole: Rubber As per Sample	9	1,900.00	17,100.00
3	<b>Peak Caps (same as security)</b> P-Caps of Navy Blue color with embodied "Security" in semi-circle on front face top and "IBA logo" below it. Colour: Navy Blue, With embroidered IBA Logo	18	370.00	6,660.00

<b>Cook &amp; Bearer of Boys Hostel (5)</b>				
S. #	Description	Quantity	Rate Rs.	Amount Rs.
1	<b>Cook:</b> <b>Shalwar Kameez Suit</b> Fabric: Blended Polyester Colour: Malaysian Color With embroidered IBA logo on pocket, Apron and Cap.  As per Sample 	6	2,900.00	17,400.00  Younus Cook Jan and Sajid Bearer
2	<b>Bearer:</b> White shirt (fabric 100% cotton) and black pant recommended. (pic attached). With computerized Name Tag Embroidered Vel – Cro  As per Sample	4	2,200.00	8,800.00  Tanveer & Zakir
3	<b>MOCCASINS</b> Specification should match with the sample Bata / Service or equivalent	5	3,000.00	15,000.00
4	<b>SOCKS</b> 100% Cotton (As per Sample)	10	150.00	1,500.00
Total				Rs. 690,770.00
GST 17 %				Rs. 117,430.90
Grand Total Amount				Rs. 808,200.90



- 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 45 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 Provision of Uniform & Liveries.
- 3.3 Payment will be made after delivery and submission of invoice.
- 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 papers challan would be submitted along with the Bill / Invoice.
- 3.6 Delivery of all items within 45 days after completion of measurement and approval of production sample.
- 3.7 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 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 30 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).



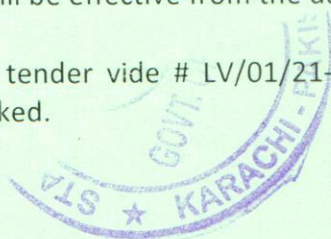
- 8.2 Without limiting the generality of the forgoing the M/s M. A. Traders, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly 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 M. A. Traders, 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 M. A. Traders, 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 M. A. Traders, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**Article XI**  
**SEVERABILITY**

- 9.1 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 & enforced to the fullest extent permitted by prevailing law.

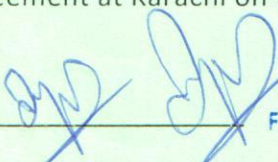
**Article X**  
**MISCELLANEOUS**

- 10.1 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.
- 10.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 10.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be corrected and abide by the same.
- 10.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 10.5 All terms and conditions of tender vide # LV/01/21-22 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.

 **Dr. Muhammad Asad Ilyas**  
Registrar  
Former Chairperson Accounting & Law Department  
Institute of Business Administration M/s M. A. Traders  
Karachi, Pakistan

"IBA"  
NAME: Dr. Muhammad Asad Ilyas NAME: Muhammad Shoaib

CNIC # \_\_\_\_\_

CNIC # 42201-5354716-1


Address:

Registrar, Institute of Business  
Administration Main Campus  
University Enclave, Karachi

Address:

Plot # 4-C, 23 Nazimabad No. 04,  
Commercial Area Karachi

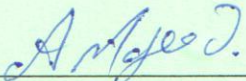
**WITNESS:**

1.   
Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Head of Procurement  
Institute of Business  
Administration Main Campus  
University Enclave, Karachi

2.   
M/s M. A. Traders

NAME: Abdul Majid

CNIC # 42201-8057209-7

Address: 5/1494 S. Faisal  
Colony #05 Karachi.

Focal Person IBA

Muhammad Ather Rana

