



KEEMAN NEHAL STAMP VENDOR  
E-Plot No. 12, Plot No. 1, Glamour Arcade  
Phase-1, North Karachi

RUPEES FIVE HUNDRED ONLY

S.N. **50019**.....DATE ...**01 JUN. 2018**

Issued To Whn Address.....

Through Whn Address.....

Purpose.....**SADQAT ALI SIDDIQI**

Value Rs.....**Rs. No. 12153** Address.....

Stamp Vendor's Signature.....

For Use Free Will & Divorce Deed.....

Value, Not Registered, This Document.....

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day June 05, 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 SC&L Network, having its office at # A-9, Humera Centre, PECHS, Karachi, hereinafter referred to as "SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Mazhar Mubeen, holding CNIC No. 42401-9857399-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain Fabricate & Fixing of Metal Signage vide tender # Maint/05/17-18 for the Fabricate & Fixing of Metal Signage (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Fabricate & Fixing of Metal Signage" and "THE SUPPLIER" have offered to render all kind of Fabricate & Fixing of Metal Signage (including but not limited to the "Fabricate & Fixing of Metal Signage" 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:







**SHARAF NEHAJI STAMP VENDOR**  
Office No. 192, Shop No. 1, Glamour Arcade  
Sector 11-I, North Karachi

RUPEES TWO HUNDRED ONLY

S.No. .... DATE ..... 01 JUN 2018  
Issued To With Address .....  
Through With Address .....  
Purpose ..... MUHAMMAD YAQOOB  
Value Rs. .... Attested Advocate L No. 1455  
Stamp Vendor's Signature .....  
Not For Use: Free Will & Divorce Deed  
Vendor Not Responsible Any Error

**WITNESSETH**

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Fabricate & Fixing of Metal Signage" discussions in respect of the same with "IBA" before the determination of Scope of Fabricate & Fixing of Metal Signage to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Fabricate & Fixing of Metal Signage. "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 SUPPLY AND AGREEMENT**

- 1.1 This Agreement includes, the "Fabricate & Fixing of Metal Signage", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Fabricate & Fixing of Metal Signage 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 Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Fabricate & Fixing of Metal Signage.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works 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:**







STAMP OFFICE CITY COURT, KARACHI

Issued to Waqar Ali Adn

CNIC/LEG No 16285

Vide D.S.R. No. 13 Dt. 31/5/18

On behalf of Challan No. 158 Dt. 31/5/18

for the purpose of

Entry No. 13

(RUPEES ONE HUNDRED ONLY)

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of Fabricate & Fixing of Metal Signage in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery before June 28, 2018.
- 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) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # Maint/05/17-18.

### Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 222,554.00 (inclusive of all taxes) Fabricate & Fixing of Metal Signage vide tender # Maint/05/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

| Sr. # | Description  | Qty   | Amount     |
|-------|--|-------|------------|
| 1     | Fabricating & Fixing of Building Signage<br><br>Single Color (Crimson) Spray Paint<br>Symbol & Size: 2' (approx.),<br>Metal Sheet: 22swg<br>IBA Logo (Square): 3' x 3' (approx.) | 1 job | 196,950.00 |

|  |  |                |
|--|--|----------------|
| Letters & Arrows: 22swg<br>Powder Coated   |  |                |
| FOR GANI & TAYUB AUDITORIUM  |  |                |
| With Removing & Metal Polishing of Existing<br>Whole Signage Re-Fixing with Central<br>Alignment |  |                |
| <b>Total</b>   |  | Rs. 196,950.00 |
| <b>13% SST</b>   |  | Rs. 25,604.00  |
| <b>Total Amount</b>  |  | Rs. 222,554.00 |

- 3.1 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages 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. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of Side Support Platform Trolley to IBA.
- 3.2 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.3 Performance Security 5% of total amount of Work Order will be provided by the party.
- 3.4 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.
- 3.5 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 anytime after issuing a 15 day's notice.

#### **Article VI:** **INDEMNITY**



**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 SC&L Network, 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 SC&L Network, 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 SC&L Network, 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 SC&L Network, 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 Work Order.
- 9.5 All terms and conditions of tender vide # Maint/05/17-18 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: Aamer Shabbir Khan.

Wing Commander (Retd)  
General Manager Administration  
Institute of Business Administration (IBA),  
Karachi, Pakistan

Address:

G. M. Admin Institute of Business  
Administration Main Campus  
University Road, Karachi

1.

M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration

Carachi-Pakistan

Address:

M/S SC&L Network

NAME: Mazhar Mubeen

CNIC # 42401-9857399-9

Address:

A-9, Humera Centre,  
PECHS, Karachi

2.

Midza Muzammil Baij

CNIC# 42101-3008416-3

Address: H#L-1107 North Karachi.