



# AMP OFFICE CITY COURT, KARACHI

ued to Nisar & Co  
 Company Card No. 59  
 e D.S.R. No. 19 dated 12/8/16  
 ehalf of challan No: 184 Dt. 12/8/16  
 he purpose of for  
 D: 19 Dated 12/8/16

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day September 12, 2017.

*For Office Stamp*

## 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 Nisar & Co., having its office at # 87, Block 7/8, D.M.C.H.S., N.N. Mirza Road, Off. Shaheed-e-Millat Road, 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. Nisar Ahmed Kushtiwala, holding CNIC No. 42201-0661609-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain Cricket Pitch Roller vide tender # ME/11/16-17 for the Provide & Supply of Cricket Pitch Roller Auto 2 Ton (IBA requirement) discussions in respect of the same before the determination of scope of Supply will be held with "IBA" as "Cricket Pitch Roller" and "THE SUPPLIER" have offered to render all kind of Cricket Pitch Roller (including but not limited to the "Cricket Pitch Roller" of the proposed Supply 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 "Cricket Pitch Roller" discussions in respect of the same with "IBA" before the determination of Scope of Supply Cricket Pitch Roller to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Cricket Pitch Roller. "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 & AGREEMENT

- 1.1 This Agreement includes, the "Pitch Roller", discussions with "IBA" before the determination of scope of Supply with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

Sr #	Description	Qty.	Rate	Amount
1.	<b>Cricket Pitch Roller 2 Ton</b> Operating Weight: 2000 - 2250 Kgs Rolling Width - Mm / Ft: 1000 / 3.2 Engine: Honda GX-390 SH Type, T2 Series Steering: Power steering. Hydraulically Powered. (Germany) or equivalent Transmission: Hydrostatic Hydraulic Motor: USA make or equivalent Speed: 5 Km/H Weight. Ballasted/ Unballasted (250kgs)- Kgs: 2250 / 1750 Overall Height With Canopy / Without Canopy: 2250 mm / 1105 mm Overall Length: 2710 mm Overall Width: 1205 mm Starting: Electric and Hand start Battery: Heavy Duty 12 Volts With Headlights	1 Roller	850,000.00	850,000.00
			17% GST	144,500.00
			<b>Grand Total</b>	<b>994,500.00</b>

- 1.2 "THE SUPPLIER" agrees to provide specified Pitch Roller vide # 1.1 & Sr # 1 to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their Supply with Sr. Manager Purchase & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Pitch Roller.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supply 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 provision of Pitch Roller 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", will provide all 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 # ME/11/16-17.

### Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 994,500.00 (inclusive of all taxes) Provide & Supply of Pitch Roller vide tender # ME/11/16-17. 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 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 Pitch Roller 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 @ 0.35% of the cost of transaction / Purchase Order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 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 anytime 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 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 Nisar & Co., 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 Nisar & Co., 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 Nisar & Co., 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 Nisar & Co., as aforesaid for the purpose of obtaining or inducing procurement 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 supply 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".

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/11/16-17 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 Shahbair  
Aamer Shahbair  
Wing Commander (Retd)  
General Manager Administration  
Institute of Business Administration (IBA),  
Karachi, Pakistan

CNIC #

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

for NISAR & CO

M/s. Nisar & Co.

Name: Nisar Ahmed Kushtiwala

CNIC # 42201-0661609-5


Address:

Director

87, Block 7/8, D.M.C.H.S., N.N. Mirza  
Road, Off. Shaheed-e-Millat Road,  
Karachi,

WITNESS:

1. FAIZAN NAIR



CNIC #: 4200025799247

Address: 28 Block 7/8

D.M.C.H.S. NN MIRZA ROAD

KARACHI

2. Tulaib Tuaha Ahmed



CNIC #: 42201-8263049-3

Address: Flat H-20 Nomen

Garden, main abul Hassan Isphani  
Road, Shaheed-e-Iqbal Karachi