



KHURRAM ALI STAMP VENDOR
L. No: 26, Office No: 28, Mezanine Floor,
Zohra-Square, M.A. Jinnah Road, Karachi.

16/03/2017

RUPEES THREE HUNDRED ONLY

SR. NO. 2813 DATE 16/03/2017
ISSUED TO WITH ADDRESS MR. Shaikh Salman
THROUGH WITH ADDRESS MR. Shaikh Salman
PURPOSE 200
VALUE RS. 300 ATTACHED 200
STAMP VENDOR SIGNATURE [Signature]
DO NOT USE DIVORCED & WILL PURPOSE

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day March 16, 2017.

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-Rehman Enterprises, having its office at Room # 220, 2nd Floor, Industrial Town Plaza, Shahrah-e-Liaquat, Opp. Sindh Madersa University 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. Shaikh Salman Fazal, holding CNIC No. 42201-0126783-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain general & electrical items vide tender # ME/07/16-17 for the Provide & Supply of General & Electrical Items (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "General & Electrical Items" and "THE SUPPLIER" have offered to render all kind of general & electrical items (including but not limited to the "General & Electrical Items"

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 "General & Electrical Items" discussions in respect of the same with "IBA" before the determination of Scope of Work general & electrical items to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for general & electrical 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 WORK & AGREEMENT

1.1 This Agreement includes, the "General & Electrical Items", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

Sr. #	Description	Quantity	Quoted Brand	Rate (Rs.)	Amount (Rs.)
1	Fan Dimmer (Without Sheet) Aqua GLI or Equivalent	150	Aqua GLI	77.00	11,550.00
2	PVC Back Box 8 cm x 14 cm Aqua GLI or Equivalent	350	Aqua GLI	44.00	15,400.00
3	PVC Back Box 8 cm x 8 cm Aqua GLI or Equivalent	150	Aqua GLI	33.00	4,950.00
4	LED 3 Smd Panels Watt, Threaded Type, Cool White One year Warranty LUMAX or Equivalent	200	Lumax	121.00	24,200.00
5	LED 3 Smd Panels Threaded Type, Warm White One year Warranty LUMAX or Equivalent	200	Lumax	121.00	24,200.00
6	Ceramic Holder Threaded	50	China	77.00	3,850.00
7	(Large Hid)				
8	Holder Threaded (Wall)	200	Local	22.00	4,400.00
9	Electric Tape	800	Osaka	20.00	16,000.00
	Red Yellow Blue Black				
	OSAKA or Equivalent				
Total			Rs. 104,550.00		
17% GST			Rs. 17,773.50		
Total Amount			Rs. 122,323.50		

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of general & electrical items 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 Manager Purchase & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed general & electrical items.
- 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:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of General & Electrical 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 works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery 25 days after approval of samples.
- 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 project at the cost/charges amount offered in the tender vide # ME/07/16-17.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 122,323.50 (inclusive of all taxes) Provide & Supply of General & Electrical Items vide tender # ME/07/16-17 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc.
- 3.2 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 delivered to IBA before the starting date mentioned on the Work

"THE SUPPLIER" have to deliver the required number of General & Electrical 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 Work 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 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 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-Rehman 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.
- 8.3 M/s Al-Rehman. 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 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 Al-Rehman 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-Rehman 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 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.

9.5 All terms and conditions of tender vide # ME/07/16-17 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 Shabbir Khan

CNIC #

Address:

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

1.

M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration
Karachi-Pakistan

Address:

CNIC #

Address:

M/S AL-REHMAN. ENTERPRISES

NAME: Mr. Shaikh Salman Fazal

CNIC # 42201-0126783-5

Address:

Address: 220, 2nd Floor, Industrial Town
Plaza, Shahrah-e-Liaquat, Opp
Sindh Madersa University, Karachi

2.

Salman Fazal

CNIC# 42201-0126783-5

Address: Room No. 220, 2nd Floor,

Industrial Town Plaza, SHAHRAH-E-LIAQUAT KARACHI

CNIC #

Address: