



22 JUN 2016

(RUPEES FIVE HUNDRED ONLY)

Malahuddin Stamp Vendor
Big # 85, Shop # 53, Opp. Site Market
Opp. I.T.E. Karachi.
45192
DATE:
ISSUED TO WITH ADDRESS MR. Syed Tahir Haid
THROUGH WITH ADDRESS MR. Advocate - Liaqat Ali
PURPOSE:
VALUE RS. ATTACHED:
STAMP VENDOR SIGNATURE:
This Stamp Paper is not valid for Cheque and Free Will Purpose

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day June 27, 2016.

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 Thermotec Engineering, having its office at 4B, 12/2, Nazimabad No. 4, 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. Zia Uddin, holding CNIC No. 42101-465320 on the SECOND PART.

WHEREAS "IBA" intends to obtain Floor Standing AC & DC Inverter vide tender # ME/13/15-16 to Provide & Supply of Floor Standing AC & DC Inverter (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Floor Standing AC & DC Inverter" and "THE SUPPLIER" have offered to provide & supply of Floor Standing AC & DC Inverter as per IBA standards & 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 supplier for the specific purpose of "Floor Standing AC & DC Inverter" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Floor Standing AC & DC Inverter. "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 SUPPLIES & AGREEMENT

1.1 This Agreement includes, the "Floor Standing AC & DC Inverter", as per "IBA" requirement mentioned in Tender BOQ.



Salahuddin Stamp Vendor
Lic # 86, Shop # 58, Opp. Site Market
Opp. Nadra Office, S.I.T.E. Karachi.

09 JUN 2016

(RUPEES ONE THOUSAND ONLY)

Sr. NO. **44921** DATE:
ISSUED TO WITH ADDRESS MR. S.M. Muzaffar Hussain
THROUGH WITH ADDRESS MR. Advocate L-9-2570/KDA
PURPOSE: ATTACHED:
VALUE RS.
STAMP VENDOR SIGNATURE: [Signature]
This Stamp Paper is not valid for Diversion and other purposes

Sr. #	Description	Qty	Rate (Rs.)	Rate inc. GST	Amount (Rs.)
1	<p>DC Inverter Type AC (Split)</p> <p><u>Brand</u> : Haier</p> <p>Split Type AC : 1.5 ton</p> <p>CFM: 18,000 BTU</p> <p>3-D (Five Start Type)</p> <p>No Silver pipe of fitting acceptable</p> <p>220/50 Hz</p> <p><u>Accessories</u> : Accessories complete in all aspect to install and operate the AC.</p> <p><u>Transportation</u> : Provided by manufacturer / supplier at site.</p> <p><u>Warranty</u> : Standard Manufacturer Warranty</p>	08 units	Rs.56,000	Rs.65,520	Rs. 524,160
2	<p>DC Inverter Type Split AC</p> <p><u>Brand</u> : Haier</p> <p>Split Type AC : 2 ton</p> <p>CFM: 24,000 BTU</p> <p>3-D (Five Start Type)</p> <p>No Silver pipe of fitting acceptable</p> <p>220/50 Hz</p> <p><u>Accessories</u> : Accessories complete in all aspect to install and operate the AC.</p> <p><u>Transportation</u> : Provided by manufacturer / supplier at site.</p> <p><u>Warranty</u> : Standard Manufacturer Warranty</p> <p>Piping, Ducting, Wiring etc should be fixed by the vendor as per actual running feet. <u>Not quoted</u></p>	05 units	Rs. 84,200	Rs. 98,514	Rs. 492,570



09 JUN 2016

(RUPEES ONE THOUSAND ONLY)

Safaruddin Stamp Vendor
Lic # 86, Shop # 58, Opp. Site Market
Opp. Nadra Office, S.I.T.E. Karachi.

*SR. NO. **44922** DATE.....
ISSUED TO WITH ADDRESS MR. **M. ABRAR KHAN**
THROUGH WITH ADDRESS MR. **Advocate L.#1519**
PURPOSE.....
VALUE RS. ATTACHED.....
STAMP VENDOR SIGNATURE.....
This Stamp Paper is not valid for Divorce and Free Will Marriage

- 1.2 "SUPPLIER" agrees to provide item to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "SUPPLIER" will coordinate with Manager Purchase & Stores, of the "IBA" who will assist "SUPPLIER" in supervision of proposed supply.

Article II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "SUPPLIER" hereby agreed and acknowledge for the periodic supervision of the supply and to check the delivery of Supplies in accordance with the Description & Specification.
- 2.2 "SUPPLIER" hereby agreed 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 supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Minimum 03 (Three) days from the date of Purchase Order will be required to deliver the Floor Standing AC & DC Inverter at the SUPPLIER'S expense.
- 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 labor(s) / transportation(s) / cartage(s) what so ever required to complete the delivery of Floor Standing AC & DC Inverter at the cost/charges amount offered in the tender vide # ME/13/15-16.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 1,016,730.00 (inclusive of all taxes) Provide & Supply of Floor Standing AC & DC Inverter but limited to in tender vide # ME/13/15-16 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.
- 3.2 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 30 days subject to Purchase Order handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Supplies will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Floor Standing AC & DC Inverter 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 for the period of 3 months after delivery.
- 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 VENDOR
LICENSED No. 131, SHOP No. 1, PLOT # 25
NUBAHAR, GULBAHAR KARACHI
ISSUED WITH ADDRESS
THROUGH 310706
PURCHASER
VALUE
STAMP VENDOR
This Stamp Paper is not valid for Services and Fees

30 JUN 2016

- 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.

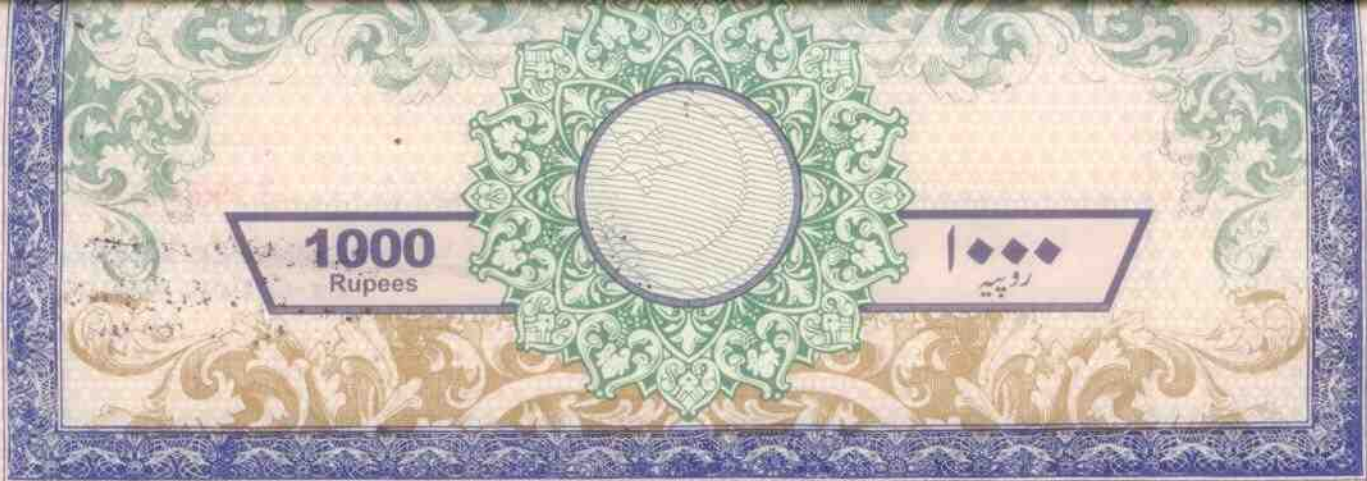
**Article VII:
NOTICE**

- 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 Thermotech Engineering, 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 Thermotech Engineering 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 Thermotech Engineering 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 Thermotech Engineering as aforesaid for the



Salahuddin Stamp Vendor
Lic # 86, Shop # 58, Opp. Site Market
Opp. 44928 Office, S.I.T.E. Karachi.

09 JUN 2018

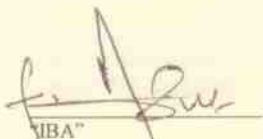
(RUPEES ONE THOUSAND ONLY)

SR. NO. _____ DATE _____
ISSUED TO WITH ADDRESS OF: **M. ABRAR KHAN**
THROUGH WITH ADDRESS OF: **Advocate L# 1519**
Purpose: _____
Valid to: _____
ATTACHED: _____
STAMPED SIGNATURE: _____

before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE(S) 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 Purchase Order.
- 9.5 All terms and conditions of tender vide # ME/13/15-16 will be the integral part of this agreement and can't be revoked.
- 9.6 Standard OEM warranty required in the name of Institute of Business Administration, Karachi (IBA, Karachi).

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: Capt. (Retd.) Ahmed Zaheer PN

CNIC # _____

Address: _____

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

WITNESS:

1. 

CNIC # **M. SOHAIL KHAN**
Manager Purchase & Stores
Address: **Institute of Business Administration
Karachi-Pakistan**


M/S THERMOTECH ENGINEERING

NAME: Zia Uddin

CNIC # **42101-4653200-7**

Address: _____

Address: 4B, 122, Nazimabad No. 4,
Karachi

2. 
JUNAID GHAYAS

CNIC # **4200061315265**
Address: **4 B 5/16
NAZIMABAD - KARACHI**