



27 JUN 2016

FARHAN RAZA

Stamp Vendor Licence No.05

Opp #5, G. Floor Plot # 1647/3, F.B. Area, Karachi

No. 3225 Date: 27/06/2016

Issued to with Address

Through with Address Mr.

Purpose

Value Rs. (At)

Stamp Vendor's Signature

(RUPEES ONE HUNDRED ONLY)

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day July 01, 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 Brothers Air Conditioning, having its office at # 316, 3rd Floor, Kehkashan Mall, Opp: Rehmania Masjid, Tariq Road, 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. Humair Ahmed, holding CNIC No. 42101-6375252-7 on the SECOND PART.

WHEREAS "IBA" intends to obtain Chiller Condenser Coil vide tender # Maint/03/15-16 to Provide & Supply of Chiller Condenser Coil (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as

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 "Chiller Condenser Coil" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Chiller Condenser Coil. "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 "Chiller Condenser Coil", as per "IBA" requirement mentioned in Tender BoQ.

Sr. #	Description	Quantity	Without Warranty
			Option - B Rate (Rs.)
	Chiller Condenser Coil		
	Carrier Air Cooled Water Chiller		
1	Model No : 30RB0202 Serial No. : 12C003633 Part Number : OOPPG000473600A Part Details : MCHX E-COATED CONDENSER COIL	2	Rs.370,000.00
* Total			Rs.740,000.00
17% GST			Rs.125,800.00
Total Amount			Rs.865,800.00

- 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.

- 2.4 Minimum 03 (Three) days from the date of Purchase Order will be required to deliver the Chiller Condenser Coil 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 Chiller Condenser Coil at the cost/charges amount offered in the tender vide # Maint/03/15-16.

Article III **REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. 865,800.00 (inclusive of all taxes) Provide & Supply of Chiller Condenser Coil but limited to in tender vide # Maint/03/15-16 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 Chiller Condenser Coil 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 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 foregoing the M/s Brother Air Conditioning, 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 Brother Air Conditioning 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 Brother Air Conditioning 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 Brother Air Conditioning as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from 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 # Maint/03/15-16 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: Capt. (Retd.) Ahmed Zaheer PN

CNIC # _____

Address: _____

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

WITNESS:

1. 

M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration

Karachi-Pakistan

CNIC # _____

Address: _____



M/S BROTHER AIR CONDITIONING

NAME: HUMAIR AHMED

CNIC # 42101-6375252-7

Address: _____

Address: Office # 316, 3rd Floor,
Kehkashan Mall, Opp. Rehmania Masjid
Tariq Road, Karachi



2. MOHAMMAD SHAIB



CNIC # 37301-0637608-5

Address: _____

