

NBP-0002-2302220001919683

GoS-KHI-EE0C0A7B2146CF0C

**Non-Judicial****Rs 11,208/-**

Description : Contract - 15(a)  
 Principal : Shirazi Trading Co. (Pvt) Ltd. [07121300]  
 Contractor : Institute of Business Administration [27024407]  
 Applicant : Muhammad Iqbal [42201-1173220-3]  
 Stamp Duty Paid by : Institute of Business Administration [27024407]  
 Issue Date : 22-Feb-2023, 10:32:12 AM  
 Paid Through Challan : 202358A4403050FB  
 Amount in Words : Eleven Thousand Two Hundred and Eight Rupees Only

Please Write Below This Line

**AGREEMENT****Provide and Supply Book Scanner**

THIS AGREEMENT is executed in KARACHI, on this day February 22, 2023.

**BETWEEN**

**M/s. Institute of Business Administration, Karachi** through its Registrar, located at **Main Campus, University Enclave, 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. Shirazi Trading Company Pvt Limited**, having its office on the **2nd Floor, Nadir House, I.I. Chundrigar Road, Karachi**, hereinafter referred to as **THE SUPPLIER** (which expression shall wherever the context so permits are deemed to include its legal representatives, executors, successor and assign), through its Zonal Manager **Mr. Muhammad Arman Khan**, holding CNIC No. 42401-3615613-3 on the **SECOND PART**.

Provide &amp; Supply Maintenance Free Dry Batteries for UPS vide tender # IT/08/22-23

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**WHEREAS** IBA intends to obtain a Supply of Overhead Book Scanner vide tender # IT/03/22-23 up to the entire satisfaction & handing over the material(s) to the IBA having accepted the offer in a 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 supplier for the specific purpose of "Provide and Supply Book Scanner" vide tender # IT/03/22-23. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms & conditions herein below forth.

**Article I:**

**SCOPE OF SUPPLY**

- 1.1 THE SUPPLIER agrees to Provide and Supply Book Scanner to IBA whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 THE SUPPLIER will coordinate with the Head of Procurement, of the IBA who will assist THE SUPPLIER in the supervision of the proposed Provide & Supply of an Overhead Book Scanner.
- 1.3 THE SUPPLIER will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with a prior appointment.
- 1.4 All logistic charges will be borne by THE SUPPLIER.
- 1.5 All items in full quantity should be delivered on or before April 17, 2023.
- 1.6 THE SUPPLIER bound to the defective item shall be replaced with the new and same brand.
- 1.7 THE SUPPLIER will be responsible to install the supplied item as per the instruction of IBA.
- 1.8 Any material that becomes faulty, will be replaced by THE SUPPLIER.

**Article II**  
**PAYMENT**

- 2.1 Payment will be made within 30 working days, after the complete supply and installation of required items as per the Bill of Quantity and submission of the commercial invoice at IBA, Main Campus, University Enclave, University Road, Karachi.



**Article III**  
**WARRANTY**

- 3.1 The onsite comprehensive replacement warranty period of one year which includes the replacement of the defective parts, without any additional cost.

**Article IV**  
**REMUNERATION**

- 4.1 The cost offered by THE SUPPLIER is Rs. 3,175,000/- (inclusive of all taxes) to Provide and Supply Book Scanner vide tender # IT/03/22-23. The cost is inclusive of labour/transportation/supplies/taxes/levies/ customs duties etc. Details of item are appended below:

Sr #	Item Specifications	Qty	Rate	Total Amount
1.	<b>Provide &amp; Supply Overhead Book Scanner</b> Scan Area: A3+ i.e. 50% more than DIN/ISO A3 Technology: True Scan, not a Digicam Substitute Compliant: FADGI, Metamorfoze, ISO19264-1 Resolution: 400 DPI or Higher (optionally 600 DPI) Colour Scan Speed: 0.8 SEC for A3+ scan Book Cradle: V-Shaped Magnetically Coupled Book Cradle Opens 120° or 180° Lamp Life: 50000 hours or Higher Operating System: Virus protected 64bit Linux Processor & Memory: Intel Quad Core i3 GEN 8, 240GB SSD, 8GB RAM or Higher Network Interface: GIGABIT TCP/IP Screen: 21" or higher full HD (1920 * 1080) multitouch screen (with mount option) Camera: CCD line sensor, 22,500 pixels (11,000 scan lines equals to a 245 MP matrix camera) USB Port: 3.0 Port Accessible on Front Panel Installation: Via SCAN2NET® technology or equivalent File Formats: Multipage PDF (PDF/A) and TIFF, JPEG, JPEG 2000, PNM, PNG, BMP, TIFF (Raw, G3, G4, LZW, JPEG), AutoCAD DWF, JBIG, DjVu, DICOM, PCX, Postscript, EPS, raw data and more Automatic finger removal, Crop and DESKEW or equivalent Live preview through second matrix camera	1 unit	2,713,675.00	2,713,675.00



	3 Button Access Start, Scan, Send (three direct control buttons for fast and effective scanning) Model: BOOKEYE 5V3 Kiosk Brand: Image Access			
			18% GST	488,461.00
			Grand Total	3,202,136.00

- 4.2 Annual Charges (inclusive of all taxes) for the Service Level Agreements after the warranty period:

For 1 <sup>st</sup> year	Rs. 40,000/-
For 2 <sup>nd</sup> year	Rs. 46,000/-

- 4.3 Liquidity damages at the rate of 2% per month, of the total agreed-on as per the Purchase Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and THE SUPPLIER has to deliver the required equipment to IBA.
- 4.4 Performance Security 5% of the total amount of the Purchase Order will be provided by THE SUPPLIER.
- 4.5 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.6 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc., if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

**Article V**  
**ARBITRATION**

- 5.1 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 hereof shall be referred to the Registrar of the IBA 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, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

**Article VI**  
**TERMINATION**

- 6.1 IBA may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15-day notice.

**Article VII**  
**INDEMNITY**

- 7.1 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, costs 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 SUPPLIER which disturbs or damage the reputation, quality or the standard of services provided by IBA and any person claiming through the IBA.





**Article VIII**

**NOTICE**

- 8.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

**Article IX:**

**SEVERABILITY**

- 9.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

**Article X**

**INTEGRITY PACT**

- 10.1 The intention is 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).
- 10.2 Without limiting the generality of the forgoing the M/s. Shirazi Trading Company Pvt Limited 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.
- 10.3 M/s. Shirazi Trading Company Pvt Limited 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 the 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 instruments, stand void at the discretion of the IBA.
- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Shirazi Trading Company Pvt Limited 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. Shirazi Trading Company Pvt Limited, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.





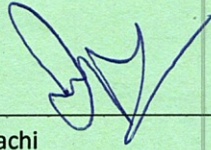
**Article XI**  
**MISCELLANEOUS**

11.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.

11.2 The validity of the contract will be effective from the date of issue of the Purchase Order / LoA.

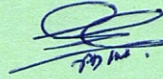
11.3 All terms and conditions of tender vide # IT/03/22-23 will be an integral part of this agreement.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date mentioned above.



IBA, Karachi  
Dr. Muhammad Asad Ilyas  
Registrar  
CNIC # 42301-4497722-9

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



M/s. Shirazi Trading Company Pvt Limited  
Muhammad Arman Khan  
Zonal Manager (South)  
CNIC # 42401-3615613-3

Address:  
2nd Floor, Nadir House, I.I. Chundrigar  
Road, Karachi

**WITNESS:**

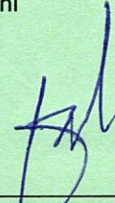
1.



IBA, Karachi  
Syed Fahad Jawed  
Head of Procurement  
CNIC # 42201-9125136-6

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

2.



M/s. Shirazi Trading Company Pvt Limited  
Syed Farhan Ali  
Sales Executive  
CNIC # 42201-2919470-7

Address:  
2nd Floor, Nadir House, I.I. Chundrigar  
Road, Karachi

Focal Person IBA Mr. Anwar Ch