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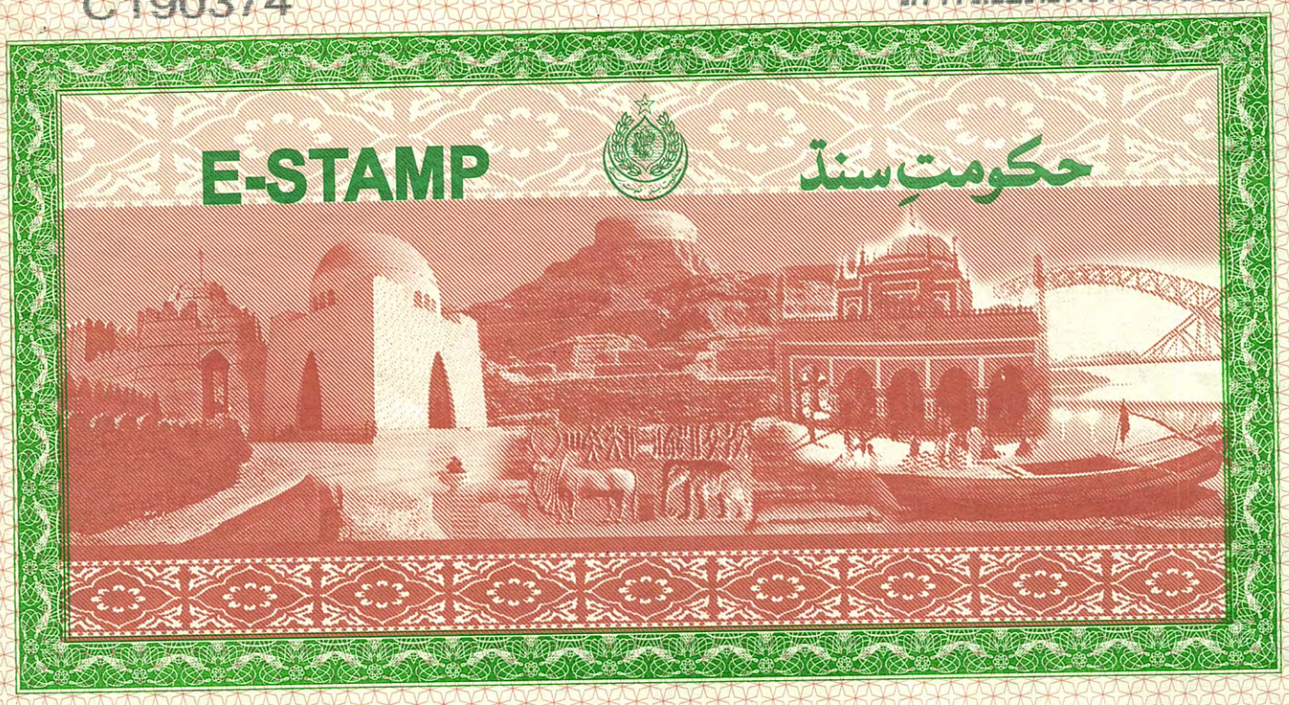

NBP-0009-2509180009678199 **GoS-KHI-49EA65DA0E7C706A**

Non-Judicial **Rs 5,947/-**

Description	:	Contract - 15(a)
Principal	:	INSTITUTE OF BUSINESS ADMINISTRATION [27024407]
Contractor	:	MSSJ ENTERPRISES [31245196]
Applicant	:	ALIYAAN [42301-8803115-1]
Stamp Duty Paid by	:	MSSJ ENTERPRISES [31245196]
Issue Date	:	18-Sep-2025, 12:50:30 PM
Paid Through Challan	:	2025A60E43CF97BA
Amount in Words	:	Five Thousand Nine Hundred and Forty Seven Rupees Only

Please Write Below This Line

You can verify your e-Stamp paper by scanning the QR code or online at www.estamps.gos.pk using the 'Verification Through Web' option.

Provide & Supply of Maintenance Free Batteries for UPS

THIS AGREEMENT is executed at KARACHI, on this Friday 19th –September, 2025.

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. MSSJ ENTERPRISES having its office at **Plot 65-C, Commercial Street-11, Phase II Ext, DHA-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 assign), through its proprietor **Mr./Ms. Ali Nasir Khan** holding CNIC No. **35202-4084045-9** on the SECOND PART.

WHEREAS "IBA" intends to obtain a Provide & Supply of Maintenance Free Batteries for UPS vide tender # IT/01/25-26 (IBA requirement) up to the satisfaction and 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 and DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA" hereby offers to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide & Supply of Maintenance Free Batteries for UPS". "THE SUPPLIER" hereby agrees to the offer of the "IBA" in acceptance of the terms and conditions herein below forth.

Article I

DUTIES and SCOPE OF SUPPLY and SERVICES AND AGREEMENT

1.1 "THE SUPPLIER" agrees to Provide and Supply Maintenance Free Batteries for UPS to "IBA" whenever and wherever form is required as per the terms and conditions of this Agreement.

1.2 "THE SUPPLIER" will coordinate their work with the Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Provide & Supply of Maintenance Free Batteries for UPS.

1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as and when required with a prior appointment.

1.4 All logistic charges will be borne by "THE SUPPLIER".

1.5 Delivery time must be within 04 weeks from the date of the Letter of Intent/Acceptance.

Article II

PAYMENT

2.1 Payment will be made on or before 30 days after delivery and submission of the invoice.

Article III

WARRANTY

3.1 Six months comprehensive onsite OEM warranty.

Article IV

REMUNERATION

4.1 The cost offered by the SUPPLIER is Rs. _____ (inclusive of all taxes) Provide & Supply of Maintenance Free Batteries for UPS vide tender # IT/01/25-26 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/customs duties etc.

Description	Quoted Model	Quoted Brand	Qty	Rate	Amount
Maintenance Free Batteries for UPS • Technology: VRLA • Type: Dry, Maintenance Free • Volt: 12 V • Capacity: 40 AH • Use: UPS • Charging time: 4 to 6 hours • Shelf Life within 6 months • Longevity / Design Life: At least five years • Replacement warranty: Six Months • Operating Temperature: 20 – 40 Degree Centigrade • Brand: () or Equivalent compatible • (Without Installation) • Model: BT-40AH or equivalent • Brand: RITAR or equivalent		LEGEND	80 units	18,000	1,440,000
				Total	1,440,000
				18% GST (if applicable)	259,200
				Grand Total	1,699,200

4.2 Liquidity damages a the rate of 2% per month, of the total agreed payment as per the Letter of Intent/Acceptance, 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 number of Provide & Supply of Maintenance Free Batteries for UPS to IBA.

4.3 Performance Security 5% of the total amount of the Letter of Intent/Acceptance will be provided by "THE SUPPLIER".

4.4 Stamp Duty @ 0.35% of the cost of the Letter of Intent/Acceptance will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.

4.5 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 question which may at any time arise between the parties hereto or any person under them, arising out of or in respect of this Letter of Intent or the subject matter hereof, the same shall be referred to and finally resolved by arbitration under the Arbitration Act, 1940, as amended from time to time. The arbitration shall be administered in accordance with the rules and procedures of the Alternative Dispute Resolution International Center (ADRIC) at the Institute of Business Administration (IBA), Karachi.

5.2 The arbitration shall be conducted by a sole independent arbitrator mutually agreed upon by the parties. If the parties fail to agree on an arbitrator within fifteen (15) days of a written request by either party, the arbitrator shall be appointed in accordance with the rules of the ADRIC. The seat and venue of arbitration shall be Karachi, Pakistan, and the proceedings shall be conducted in the English language. The substantive and procedural laws of Pakistan shall apply. Subject to the foregoing, the parties agree that the courts at Karachi shall have exclusive jurisdiction.

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, 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 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 and enforced to the fullest extent permitted by prevailing law.

Article X
INTEGRITY PACT

10.1 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).

10.2 Without limiting the generality of the forgoing the M/s. **MSSJ 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.

10.3 M/s. **MSSJ 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 the declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contact, or other instruments, be stand void at the discretion of the IBA.

10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. _____ agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and 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. _____, 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 to be correct and abide by the same.

11.2 The validity of the contract will be effective from the date of issue of the Letter of Intent/Acceptance.

11.3 All terms and conditions of tender vide # IT/01/25-26 will be an integral part of this agreement.

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

"IBA"
NAME:

Registrar
IBA, Karachi

CNIC #
Address:
Registrar
Institute of Business Administration
Main Campus, University Road
University Enclave, Karachi

M/s **MSSJ ENTERPRISES**
NAME: Ali Nasir Khan

CNIC # **35202-4084045-9**
Address: **Plot 65-C, Commercial Street-11, Phase II Ext, DHA-Karachi**

WITNESS:

1. _____

CNIC # 42201-9125136-7
Address:
Associate Registrar
Institute of Business Administration
Main Campus, University Road
University Enclave, Karachi

2. _____
M/s Mssj Enterprises
NAME: Junaid Malik
CNIC # 42301-0923316-5
Address: **Plot 65-C, Commercial Street-11, Phase II Ext, DHA-Karachi**

Focal Person IBA

Mr. Rashid Khan