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02-04-19

IMRAN ULLAH KHAN Stamp Vendor
Licence No. 99 Shop No. 412
4th Floor, Tameer Plaza, Near City Court, Karachi

07 MAR 2019

AGREEMENT

(RUPEES ONE HUNDRED ONLY)

THIS AGREEMENT is executed at KARACHI, on this 1st day of April, 2019.

SNO. 15395 DATE
ISSUED TO WITH ADDRESS
THROUGH WITH ADDRESS
PURPOSE
VALUE RS.
STAMP VENDOR SIGNATURE
NOT USE FOR FREE WILL & DIVORCE PURPOSE

Mohammad Ahmed
ADVOCATE

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Imran Batada (Director ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

AND

M/s Rayyanco Business Systems, having its office at # 84-A, SMCHS, Karachi, hereinafter referred to as "SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its representative Syed Mudassir Snah, holding CNIC No. 42201-0795466-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply of RFID Card Printer vide tender # IT/20/18-19 for the Provide & Supply of RFID Card Printer (IBA requirement) discussions in respect of the same before the determination of scope of supply will be held with "IBA" as "Provide & Supply of RFID Card Printer" and "THE SUPPLIER" have offered to render all kind of Provide & Supply of RFID Card Printer (including but not limited to the "Provide & Supply of RFID Card Printer" of the proposed supply up to the satisfaction & 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 for the specific purpose of "PVC Card Printer with Lamination Make Fargo/DHP5000 Dual Side Printer & Laminator" discussions in respect of the same with "IBA" before the determination of Scope of Supply of PVC Card Printer with Lamination Make Fargo/DHP5000 Dual Side Printer & Laminator with any/all other relevant details for presentation to "IBA" for PVC Card Printer with Lamination Make Fargo/DHP5000 Dual Side Printer & Laminator. "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 AND AGREEMENT

1.1 This Agreement includes, Supply of PVC Card Printer with Lamination Make Fargo/DHP5000 Dual Side Printer & Laminator", discussions with "IBA" before the determination of scope of supply with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

S#	Item	Description
1	PVC Card Printer (With Laminator)	<p>Print Method Dye-sublimation retransfer Fargo/HDP5000 Dual Side Printer & Laminator</p> <ul style="list-style-type: none">- 300 dpi print head (11.8 dots/mm)-Can support TCPIP / Ethernet Connection-Dual-sided printing-Over-the-edge printing with glossy photo <p>Finish quality for great-looking cards with crisp, clear colors and flawless continuous tones.</p> <ul style="list-style-type: none">-Fast throughput of up to 100 cards per hour-Highest ribbon capacity and detachable card hopper for easy handling and continuous operation.-Convenient and simple front-loading of supplies with color-coded cartridge system-Heavy-duty ART Retransfer Film for long- lasting durable Cards.-Lifetime print head warranty-Card Type: PVC, Composite PVC, ABS, PET, and Polycarbonate Cards of ISOID-1/CR-80 size, 85.60 x 53.98 mm.-Input Hopper Capacity 200 cards (0.76 mm)-Output Hopper Capacity 100 cards (0.76 mm) <p>Laminator Specifications: Lamination Method Thermal transfer Double-sided (simultaneously) Lamination Speed 16 – 30* seconds per card (double-sided)</p> <p>Speed Settings 3 mm/s – 12 mm/s Temperature Settings 90°C – 180°C adjustable in 5°C steps</p> <p>Card Materials PVC, Composite PVC, ABS, PET, and Polycarbonate Cards of ISO ID-1/CR-80 size, 85.60 x 53.98 mm Card Thickness Min : 0.76 mm Power Supply 100/120 V and 220/240 V, 50/60 Hz GOST-R, CE, and UL approved.</p> <p>Three years comprehensive onsite warranty</p>
2	Printer Cleaning Kit	<p>Printer Cleaning Kit includes:</p> <ul style="list-style-type: none">-HDP 5000 Cleaning Kit Make U.S.A4 print head cleaning swabs10 cleaning cards10 cleaning pads3 alcohol cleaning cards

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Supply of PVC Card Printer with Lamination Make Fargo/DHP5000 Dual Side Printer & Laminator to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Supply of PVC Card Printer with Lamination Make Fargo/DHP5000 Dual Side Printer & Laminator.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supplies 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 Supply of RFID Card Printer in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery on or before April 30, 2019.
- 2.5 The "Supplier" is committed to provide three (3) years' comprehensive onsite warranty with parts and free services from the date of delivery.
- 2.6 "THE SUPPLIER", will provide all required/necessary transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/20/18-19.
- 2.7 THE SUPPLIER will provide Assurance on a Rs.100/- valued stamp paper that the item Supply of PVC Card Printer with Lamination Make Fargo/DHP5000 Dual Side Printer & Laminator in required quantity is not smuggled from any country(ies) / source(s) and not refurbished / reconditioned remolded etc.

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 622,440.00 (inclusive of all taxes) Supply of PVC Card Printer with Lamination Make Fargo/DHP5000 Dual Side Printer & Laminator vide tender # IT/20/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

S#	Item	Description	Qty	Rate	Amount
1	PVC Card Printer (With Laminator)	Print Method Dye-sublimation retransfer Fargo/HDP5000 Dual Side Printer & Laminator - 300 dpi print head (11.8 dots/mm) -Can support TCPIP / Ethernet Connection -Dual-sided printing -Over-the-edge printing with glossy photo Finish quality for great-looking cards with crisp, clear colors and flawless continuous tones. -Fast throughput of up to 100 cards per hour -Highest ribbon capacity and detachable card hopper for easy handling and continuous operation. -Convenient and simple front-loading of supplies with color-coded cartridge system -Heavy-duty ART Retransfer Film for long- lasting durable Cards. -Lifetime print head warranty -Card Type: PVC, Composite PVC, ABS, PET, and Polycarbonate Cards of ISO ID-1/CR-80 size, 85.60 x 53.98 mm. -Input Hopper Capacity 200 cards (0.76 mm) -Output Hopper Capacity 100 cards (0.76 mm) Laminator Specifications: Lamination Method Thermal transfer Double-sided (simultaneously) Lamination Speed 16 – 30* seconds per card (double-sided) Speed Settings 3 mm/s – 12 mm/s Temperature Settings 90°C – 180°C adjustable in 5°C steps Card Materials PVC, Composite PVC, ABS, PET, and Polycarbonate Cards of ISO ID-1/CR-80 size, 85.60 x 53.98 mm Card Thickness Min : 0.76 mm Power Supply 100/120 V and 220/240 V, 50/60 Hz GOST-R, CE, and UL approved. Three years comprehensive onsite warranty	1	520,000.00	520,000.00
2	Printer Cleaning Kit	Printer Cleaning Kit includes: HDP 5000 Cleaning Kit Make U.S.A 4 print head cleaning swabs 10 cleaning cards 10 cleaning pads 3 alcohol cleaning cards	2	6,000.00	12,000.00
Total				Rs. 532,000.00	
17% GST				Rs. 90,440.00	
Total Amount				Rs. 622,440.00	

- 3.2 A 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 25 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of RFID Card Printer to IBA.
- 3.3 Payment will be made after delivery and submission of invoice.
- 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 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 / purchase 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 Rayyanco Business Systems, 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 Rayyanco Business Systems, 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 Rayyanco Business Systems, 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 Rayyanco Business Systems, as aforesaid for the purpose of obtaining or inducing procurement 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 supply 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.
- 9.4 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 # IT/20/18-19 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: Imran Batada

CNIC # _____

Address:

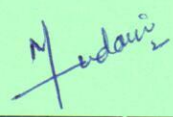
Director, ICT Institute of Business
Administration Main Campus
University Road, Karachi

1.  _____

M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____


M/S Rayyanco Business Systems
NAME: Syed Mudassir Shah

CNIC # 42201-0795466-3

Address:

84-A, SMCHS,
Karachi

2. SHAHZAD _____

Shahzad

CNIC# 42301-6173217-7

Address: 84-A, SMCHS, KHI.

