



AZAM ALAM STAMP VENDOR
G-7, Spanish Homes, Phase-1, D.H.A. Karachi

10 AUG 2020

S. No. 11033 Date: 10 AUG 2020
Issued To With: S. M. Ramzan Gillani
Through With Address: (MA, LLT & LLM)
Purpose: Anointed by High Court
Value Received: HC-T1028
Stamp Vendor Signature: NOT VALID FOR DIVORCE & FREE WILL

(RUPEES TWO THOUSAND ONLY)

AGREEMENT

Provision & Commissioning of 20KVA UPS

THIS AGREEMENT is executed at KARACHI, on this day August...17...., 2020

BETWEEN

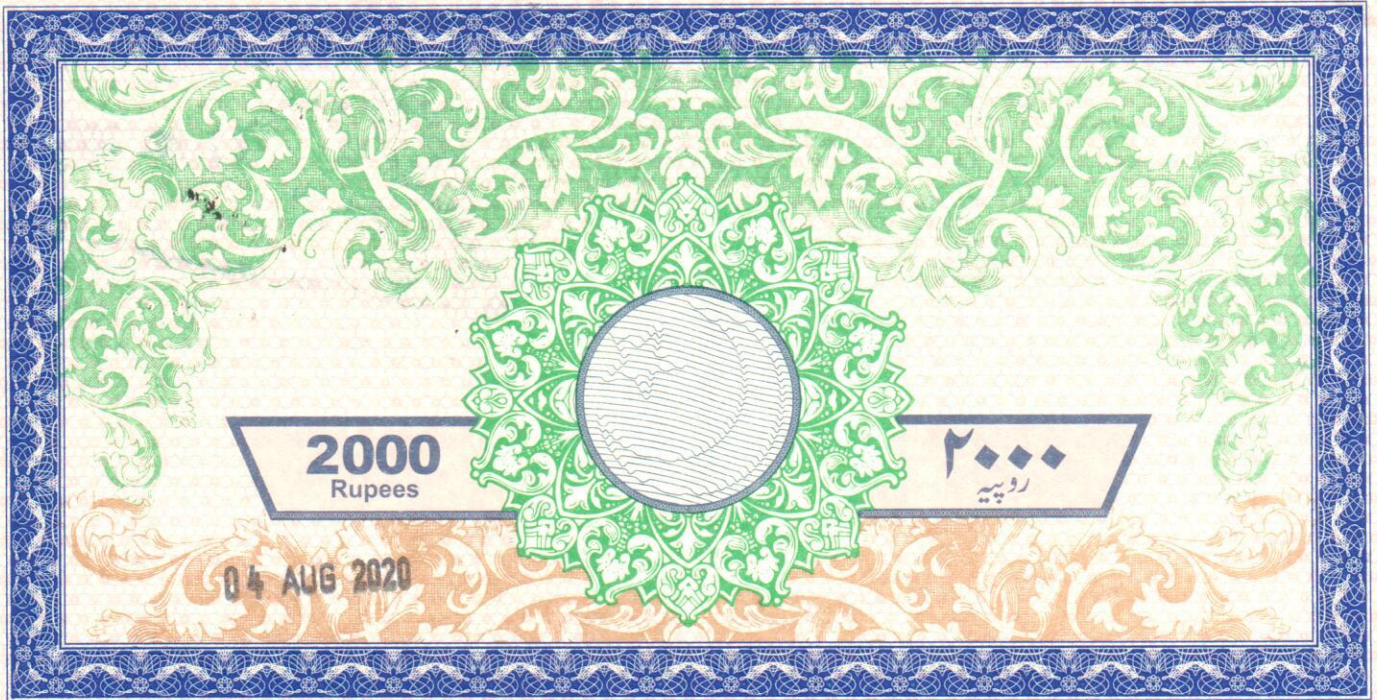
The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Imran Batada (Director ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST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

AND

M/s Silicon Technologies, having its office at 77-E, Block-2, PECHS, Ghazali 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. Jawed Qadir Siddiqui, holding CNIC No. 42101-7711618-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision & Commissioning of 20KVA UPS vide tender # IT/21/19-20 for the Provision & Commissioning of 20KVA UPS (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provision & Commissioning of 20KVA UPS" and "THE SUPPLIER" have offered to render all kind of Provision & Commissioning of 20KVA UPS (including but not limited to the "Provision & Commissioning of 20KVA UPS" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

[Signature]

**AZAM ALAM STAMP VENDER**

Licence # 5878-7, Spinnings, Phase-1, D.H.A. Karachi

S.NO. 10777 DATE 04 AUG 2020

Issued To With Address... **Shahid Saad Bhati,**Through With Address... **Advocate Leger 1990**

Purpose Attested.....

Value Rs Stamp Vendor's Signature

Not For Use Free Will & Divorce Deed

Vendor Not Responsible Any Fake Documentation

04 AUG 2020

(RUPEES TWO THOUSAND ONLY)

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

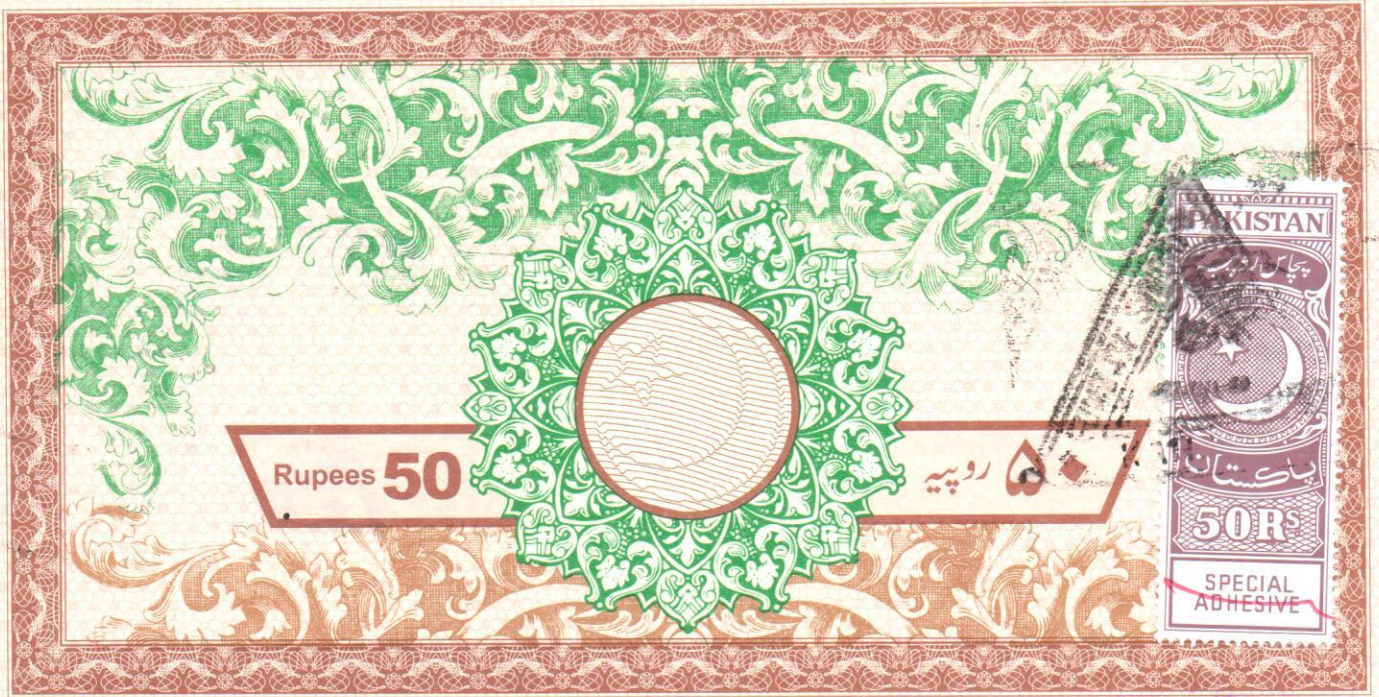
WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Provision & Commissioning of 20KVA UPS" discussions in respect of the same with "IBA" before the determination of Provision & Commissioning of 20KVA UPS to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Provision & Commissioning of 20KVA UPS. "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 SUPPLY & SERVICES AND AGREEMENT**

- 1.1 "THE SUPPLIER" agrees to provide Provision & Commissioning of 20KVA UPS" to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SUPPLIER" will coordinate their work with Sr. Manager IT, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision & Commissioning of 20KVA UPS.
- 1.3 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 All logistic charges will be borne by "THE SUPPLIER".
- 1.5 Delivery time must be of two weeks from the date of Purchase Order





JAVED AKHLAQ STAMP VENDOR
 LICENCE # 129, Room # 412, 4th Floor,
 Tahir Plaza, City Courts, Karachi.

12 AUG 2020

STAMP OFFICE, City Courts
 Karachi

S.No. 239 DATE.....
 ISSUED TO WITH ADDRESS..... SYED ASIF ALI
 THROUGH WITH ADDRESS..... Advocate High Court
 PURPOSE.....
 VALUE RS.....
 STAMP VENDOR'S SIGNATURE.....

RUPEES FIFTY ONLY
 12 JUL 2020

Article II PAYMENT

- 2.1 Payment will be made on or before 30 days after delivery and submission of invoice.
- 2.2 All civil work e.g. Installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing within the premises of IBA Karachi will be the responsibility of THE SUPPLIER.

Article III WARRANTY

- 3.1 Comprehensive onsite 3 years warranty including batteries

Article IV REMUNERATION

- 4.1 The cost offered by the SUPPLIER is Rs. 1,158,829.00 (inclusive of all taxes) Provision & Commissioning of 20KVA UPS vide tender # IT/21/19-20 variation may occurred. The cost is inclusive of labor /transportation /supplies / taxes / levies / custom duties etc. Details of items are appended below;

Javed Akhlaq

				M/s Silicon Technologies	
Specifications			QTY	Rate	Amount
Capacity	KVA	20	1	990,452.00	990,452.00
Brand	Vertiv				
Input	Voltage	380/400/415 (Line voltage)			
	Voltage Range	380 -400 VAC			
	Frequency	40/70 Hz ± 6%			
Output	Voltage	380/400/415 (Line voltage)			
	Frequency	50/60 Hz ± 1%			
	Wave Form	Sine Wave			
Battery	Type	Dry, Maintenance Free			
	Battery Capacity	15 Minutes or higher			
Protection	Full Protection	Under / Over Voltage			
Protection Phase	Full Protection 3 Phase	Spike / Surge Suppression.			
		Overload, Short Circuit			
		Configurable for 400 or 415V 3 Phase nominal output voltage			
Communications & Management	Interface Port	DB-9 RS-232, RJ-45 10/100 Base			
		Multi-function LCD status and control console			
		Auditable and visible alarms			
		Emergency Power Off (EPO)			
		SNMP Card for Monitoring			
Warranty	3 Years Comprehensive onsite warranty including batteries				
Installation and Commissioning	Complete installation of the UPS including all material				
Total				Rs. 990,452.00	
SST for Job				N/A	
17% GST for Supplies				Rs. 168,377.00	
Grand Total Amount				Rs. 1,158,829.00	

[Signature]



[Signature]

- 4.2 A liquidity damages a the rate of 2% per month, of the total agreed payment as per Work 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" have to deliver the required number of Provision & Commissioning of 20KVA UPS to IBA.
- 4.3 Performance Security 5% of total amount of Work Order will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in 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 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 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 **TERMINATION**

- 6.1 "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 VII **INDEMNITY**

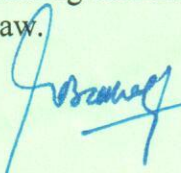

- 7.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect 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 & enforced to the fullest extent permitted by prevailing law.

Article X
INTEGRITY PACT

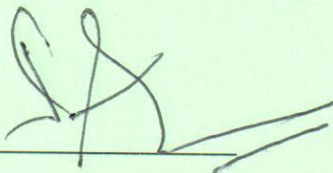
- 10.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 10.2 Without limiting the generality of the forgoing the M/s Silicon Technologies, 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 Silicon Technologies, 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.
- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Silicon Technologies, 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 Silicon Technologies, 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 Work Order.
- 11.3 All terms and conditions of tender vide # IT/21/19-20 will be the 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 as mentioned above.

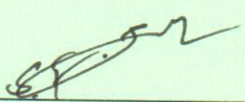


"IBA"
NAME: Imran Batada

CNIC # _____

Address:
Director, ICT Institute of Business
Administration Main Campus

University Road, Karachi

1. 

Head of Purchase, IBA
NAME: Syed Fahad Jamil
CNIC # 42201-9125136-3

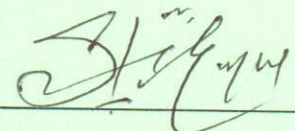
Address: IBA Main Campus.



M/S Silicon Technologies
NAME: Jawed Qadir Siddiqui

CNIC # 42101-7711618-3

Address: 77-E, Block-2
PECHS, Ghazali Road
Karachi

2. 

M/S Silicon Technologies
NAME: Ahmed Ali

CNIC# 42301-1001648-7

Address: 77-E, Block-2, P.E.C.H.S,
Ghazali Road, Karachi.

