

MUHAMMAD UMAR STAMP VENDOR
Licence No 16 Seat No 3 City Courts Karachi
S.No. 2598

ISSUED TO W
THROUGH TO W
PURPOSE
VALUE

(ATTACHED)

STAMP VENDOR'S SIGNATURE

AND VENDOR'S SIGNATURE

AND VENDOR'S SIGNATURE

AND VENDOR'S SIGNATURE

AND VENDOR'S SIGNATURE

THIS AGREMENT is executed at KARACHI, on this day March...., 2019.

RUPEES ONE

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 Hamza T Contractor & General Order Supplier, having its office at Government Teacher Housing Scheme C-18, 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. Hamza Tanweer, holding CNIC No. 42000-5301528-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply of Electrical Items vide tender # ME/16/18-19 for the Provide & Supply of Electrical Items (IBA requirement) discussions in respect of the same before the determination of scope of supply will be held with "IBA" as "Provide & Supply of Electrical Items" and "THE SUPPLIER" have offered to render all kind of Provide & Supply of Electrical Items (including but not limited to the "Provide & Supply of Electrical Items" 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:







WAMID A.SHAKOOR STAMP - VENDOR Licence No. 18 Seat No. 8 SHED A

City Court Karachi (Pakistan),

0.75.768 DATE.

MR. ANWAR AHMED

10 WITH ADDRESS.

MR. ANWAR AHMED

Advacate to No. 3155/H. WITNESSETH

PURPOSE.... "IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose value RS (1) of "Provide & Supply of Electrical Items" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Electrical Items with any/all other relevant details to "IBA" for Provide & Supply of Electrical Items. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms &

1 1 MAR 2019

conditions here in below forth

Article I: DUTIES & SCOPE OF SUPPLIES AND AGREEMENT

- 1.1 "THE SUPPLIER" agrees to provide any/all kind of Provide & Supply of Electrical Items to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SUPPLIER" will coordinate their supply with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provide & Supply of Electrical Items.
- 1.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supply with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 All logistic charges will be borne by "THE SUPPLIER".

Article II SCOPE OF PROFESSIONAL SUPPLIES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the supply and to check the execution of Provide & Supply of Electrical Items 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.

Lord

FEB 2019





STAMP WAR SIGNAL all taxes and levies.

2.4 Delivery on or before March 28, 2019.

2.5 "THE SUPPLLIER", will provide all required/necessary carpenter(s) / labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # ME/16/18-19.

supplies with mutual consent on acceptable cost/price/charges/amount inclusive of

2.6 THE SUPPLIER will provide Standard OEM warranty.

Article III REMUNERATION

3.1 The cost offered by the Supplier is Rs. 677,154.00 (inclusive of all taxes) Provide & Supply of Electrical Items vide tender # ME/16/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

Maula





Licence No 36 Seat No 3 City Courts Karachi 2 6 DEC 2018

5.No 6759 ISSUED TO THROUGH TO

PURPOSE VALUE (ATTACHED) ...

STAMP VENDOR'S SIGNATUR	Specification	Qty	Rate	AmountHIPA
1	Specification: KWH METER CT OPERATED 3 PHASE Brand: SBL - SYL 1277 Warranty: OEM warranty	20 nos	16,495.00	329,900.00
2	Current Transformer Specification: CURRENT TRANSFORMER 800/5 Brand: SBL (Italy) 800/5 Warranty: OEM warranty	60 nos	2,868.00	172,080.00
3	Electric Meters Specification: KWH METER 3 PHASE DIRECT 10X100 AMPS 400V/50 HZ Brand: SBL Warranty: OEM warranty	08 nos	9,598.00	76,784.00
	Total		Rs. 578,764.00	
	17% GST Total Amount		Rs. 98,390.00	
	1 Otal Amount		Rs. 677,154.00	

- 3.2 Liquidated damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery up to 10% of the total contract value.
- 3.3 Payment will be made after delivery and submission of invoice.



Cence # 100, Sept No. 11 A, City Court, Karachi NO LOSO 28-9-2018

.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 supplies 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 / supply of any Contract, right, interest, chipped 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 Hamza T Contractor & General Order Supplier, 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 Hamza T Contractor & General Order Supplier, 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, contact, 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 Hamza T Contractor & General Order Supplier, 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 Hamza T Contractor & General Order Supplier, as aforesaid for the purpose of obtaining or inducing procurement/work/service 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 # ME/16/18-19 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.

Aamer Shahbbir Wing Commander (Retd) "IBA" General Manager Administration Institute of Business Administration (IBA), Karachi, Pakistan NAME: Aamer Shabbir Khan	M/s Hamza T Contractor & General Order Supplier NAME: Tanweer
CNIC #	CNIC # 42000 - 5301528-9
Address: G. M. Admin Institute of Business Administration Main Campus University Road, Karachi	Address: Government Teacher Housing Scheme, C-18 Karachi
1.	2. Arshard Pasal.
M. SOHAIL KHAN Manager Purchase & Stores Institute of Business Administration Kerechi-Pakistan	CNICH & 2 5 D / - / / 2 2 - / - 2
CNIC #	CNIC# <u>\$280/-443206-3</u> Address:

