

E-STAMP

0028-11187111

PB-LHR-C1752E1174984308



Non-Judicial

Rs 12,013/-

Description : CONTRACT - 22A(b)
First Party : SA khan traders [35202-3271888-1]
Second Party : Institute of Business Administration karachi [0000000000000000]
Agent : Muhammad Haroon [35200-8615333-1]
Stamp Duty Paid by : SA khan traders [35202-3271888-1]
Issue Date : 06-Jan-2021, 01:42:39 PM
Paid Through Challan : 20219C887FBDE2F7
Amount in Words : Twelve Thousand and Thirteen Rupees Only

Please Write Below This Line

AGREEMENT**Provision of Refrigerants (Framework Contract)**

THIS AGREEMENT is executed at KARACHI, on this day January 12 2021.

BETWEEN

M/s Institute of Business Administration, Karachi 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).

AND

M/s S. A. Khan Traders, having its office at 5-6, 1st Floor, Lawrence Road Naqi Center 71, The Mall Road, Lahore, 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 proprietor Mr. Kamran Saeed Khan, holding CNIC No. 35202-3271888-1.

Now it is hereby agreed and declared by and between the parties as follows:

WITNESSETH

"IBA" hereby offer to appoint "Supplier" as their official work executor for the specific purpose of "Provision of Refrigerants (Framework Contract)" in respect of the same with "IBA" as per the determination of scope of works/jobs on suitable scale with any/a relevant details. "Supplier" hereby agrees to the offer the "IBA" in acceptance of terms & conditions here in below forth. However, the terms and conditions of the SBD vide # ME/08/20-21 would be integral part of this agreement.

**SA KHAN
TRADERS**



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CONTINUATION SHEET

Article I

DUTIES & SCOPE OF WORK AND AGREEMENT

- 1.1 This Agreement includes, the "Provision of Refrigerants (Framework Contract)", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Provision of Refrigerants (Framework Contract)" to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.4 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.6 All logistic charges (if any) shall be borne by "THE SUPPLIER".
- 1.7 The supply would be on Rate Running Basis for each & every Refrigerants cylinder(s) in the specified quantity as per Purchase Order(s).
- 1.8 Minimum order quantity of refrigerant cylinder one time will be 03-05 cylinders. This is Rate Running Contract for One year, the estimated quantity of refrigerant cylinder mentioned in SBD. It is estimated quantity and IBA not bound to procure or order this quantity.
- 1.9 All item(s) must be provided on which the delivery execution, quantity, quality & specs are specified. Non-compliance with this condition renders the refrigerant cylinder(s)/services/works liable to non-acceptance.
- 1.10 The Supplier will have to supply items within 03 days (three) after the issue of order/email at their own expenses or THE SUPPLIER cylinder(s) as and when required basis by IBA".
- 1.11 Agreed rate as per agreement will not revise during the agreement period.
- 1.12 IBA has a right to increase & decrease in quantity, supplier is bound to provide without any change in unit prices.
- 1.13 IBA reserve the right to cancel any or all the items if job is not in accordance with the specification or if the completion of services is delayed.



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CONTINUATION SHEET

Article II
REMUNERATION

2.1 The cost offered by Supplier is on framework contract vide tender SBD # ME/08/20-21, and following rates are fixed till the validity of this contract.

S. #	Description	Rates without GST
1	REFRIGERANT CYLINDER Type: 134-A CYLINDER Weight: 13.6 KG (Approx.) Brand: Honeywell USA	15,500.00
2	REFRIGERANT CYLINDER Type: 410-A for invertor type Air - conditioners Weight: 11.3 KG (Approx.) Brand: Honeywell USA	15,880.00
3	REFRIGERANT CYLINDER R-22 Gas Weight: 13.6 KG (Approx.) Brand: Honeywell USA	16,600.00
4	REFRIGERANT CYLINDER R-407 Gas Weight: 11.3 KG (Approx.) Brand: Honeywell USA	16,670.00

2.2 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

2.3 Stamp duty of 0.35% for supplies against total estimated value of contract will be levied accordingly.

2.4 All rules, regulations and policies will be governed in accordance with the SPPRA applicable guidelines.

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Provision of Refrigerants (Framework Contract) vide tender # ME/08/20-21

Article III
ARBITRATION

3.1 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 "THE SUPPLIER" 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 IV
TERMINATION

4.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing 15 days' notice.

Article V
INDEMNITY

5.1 "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 "Supplier", because 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 Supplier provided to "IBA" and any person claiming through the IBA.

Article VI
NOTICE

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

Article VII
INTEGRITY PACT

7.1 Its intention not to obtain the 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).

7.2 Without limiting the generality of the forgoing Supplier/ manufacturer / supplier / distributor 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.


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7.3 Supplier/ manufacturer/supplier/distributor 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

7.4 Notwithstanding any right and remedies exercised by the IBA in this regard, manufacturer/supplier/distributor 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 Supplier as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article VIII
RENEWAL

8.1 This Agreement shall be renewed on mutually agreed terms & conditions after completion of one year of satisfactory performance.

Article IX
WARRANTY

9.1 THE SUPPLIER shall provide the requisite brand of "Honeywell" Refrigerants of USA Origin only to the IBA. Warranty will be implemented from the next day of the supply of the items.

9.2 No downward deviation from the required specifications of refrigerant cylinder(s) shall be accepted.

Article X
PAYMENT

10.1 Payment will be made on monthly basis against the Purchase Orders issued during a month.

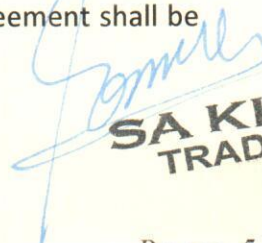
10.2 Submission of GST invoice alongside the GD/BoE of the delivered items with satisfactory note shall be submitted.

10.3 No ADVANCE payment will be made.

10.4 The billing period shall be 1st to 30th of every month while bills shall be submitted by 5th of every next month along with the documents mentioned in clause 10.2

Article XI
SEVERABILITY

11.1 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.


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CONTINUATION SHEET

Article XII
FORCE MAJURE

12.1 THE SUPPLIER shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of SUPPLIER and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article XIII
MISCELLANEOUS

13.1 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.

13.2 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.

13.3 All terms and conditions of tender SBD vide # ME/08/20-21 will be the integral part of this agreement and can't be revoked.

13.4 This agreement is effective from January 18 2021 up to January 17 2022.

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: Dr. M. Asad Ilyas

CNIC # 42301-4497722-9

Address:

Registrar, Institute of Business

Administration Main Campus

University Road, Karachi

Dr. Mohammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

M/S S. A. Khan Traders

NAME: Kamran Saeed Khan

CNIC # 35202-3271888-1

Address:

22/14 Lytton Road
Ittehad Park LHR

WITNESS:

1. SF 12/1
Syed Fahad Jawed

CNIC # 4220191251363

Address:

Head of Procurement

Institute of Business

Administration Main Campus

University Road, Karachi

Focal Person IBA

Mr. Rehan Husain

2. M. Haroon
M/s S. A. Khan Traders

NAME: M. Haroon

CNIC # 35200-8615333-1

Address:

House No, 30/33 street No, 5
Muslim Colony Morang LHR

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