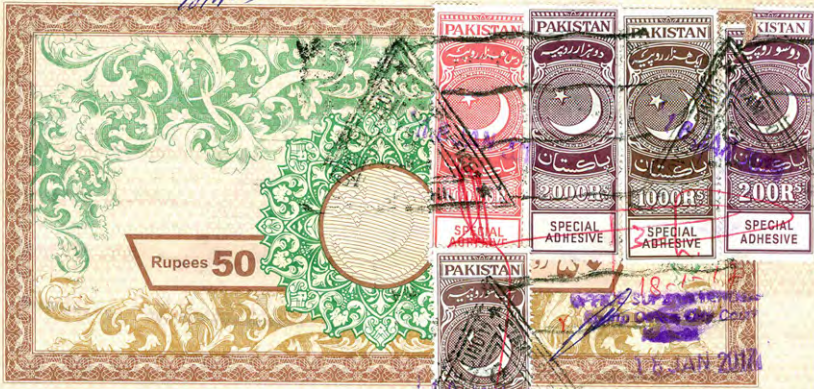


H422800

8.2
Rs. 13,300/-



Muhammad Ali, Stamp Vendor
 Licence No. 147, Dept. Of Sindh
 21352 29.11.2016
 TANA ADVC
 Stamp Vendor Signature

29 NOV 2016

**I-Rate Running
 Contract of Toners**

This AGREEMENT (hereinafter called the "Agreement") is made at Karachi on 17th day of January' 2016;

Between

Institute of Business Administration, an Institution duly incorporated and existing under the laws of Pakistan, having its Office at Main Campus Karachi University, University Road Karachi (hereinafter called the "**Procuring Agency**" which expression shall, where the context so permits, shall deem to mean and include its successors-in-interest, liquidators and permitted assigns);

And

IMRAN ELECTRONICS, Karachi private limited company incorporated under the laws of Pakistan having its registered offices at Office No.509, Uni Centre, Hasrat Mohani Road, Karachi. (hereinafter called the "**Contractor**" which expression shall, where the context so permits, shall deem to mean and include its successors-in-interest, liquidators and permitted assigns).

WHEREAS:

- A. The Procuring Agency, is desirous to install GENIUNE CARTRIDGES FOR PRINTERS ('Goods') (more particularly described at Annexure 'A' attached hereto) at both campuses of the Procuring Agency.
- B. For the purpose as stated above, the Procuring Agency has accepted a Bid by the Contractor for provision of Goods and remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words & expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to instructions to bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:

- a) The Tender Document
- b) Bidder's Proposal
- c) Terms & Conditions of the Contract
- d) Special Stipulations
- e) The Technical Specifications
- f) Tender Form
- g) Price Schedule
- h) Performance Security
- i) Integrity pact
- j) Any standard clause acceptable for IBA Karachi

3. In consideration of the payments to be made by the Procuring Agency to the Contractor, the Contractor hereby covenants with the Procuring Agency to provide Goods and remedy defects therein in conformity and in all respects within the provisions of the Agreement.

4. The Procuring Agency, hereby covenants to pay the Contractor, in consideration of providing the Goods as per provisions of the Agreement, an amount of Rs.37,77,914.00 (Rupees Thirty Seven Lac Seventy Seven Thousand Nine Hundred & Fourteen Only) per delivery/per month/per order ('Agreement Price') or such others as may become payable, at the times and in the manner prescribed by the Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the ~~20th~~ ^{30th} January 2017 before written in accordance with their respective laws.

Handwritten signature
30th Jan 2017
Signature


FOR AND ON BEHALF OF
THE CONTRACTOR

Signature: Saqib

Name: Saqib Zakaria

CNIC: 42101-8832297-3

Designation: Chief Executive.

(Seal)



WITNESS:

signature [Signature]

Name. M. Imran Khan

CNIC # 44103-0317295-5

Designation. Manager.

FOR AND BEHALF OF THE
INSTITUTE OF BUSINESS ADMINISTRATION

Signature: [Signature] .. 20/11/17

Name: Imran Batada

CNIC: _____

Designation: Director IBA

(Seal)

Signed, sealed and delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name,)

Desig.



II-Terms of the above contract

1. CONTRACT:

The Procuring Agency will, after receipt of the performance security from the successful bidder send the Agreement provided in the Tender Document, to the successful bidder. Within seven working days of the receipts of such Agreement the Bidder shall sign and date the contract and return it to the Procuring Agency.

2. CONTRACT DOCUMENTS AND INFORMATION:

The Contractor shall not, without the Procuring Agency's prior written consent, make use of the Agreement, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Procuring Agency in connection herewith except for purposes of performing the Agreement of disclose the same to any person other than a person employed by the Agreement or in the performance of the Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

3. CONTRACT LANGUAGE:

The Agreement and all documents relating to it, exchanged between the Contractor and the Procuring Agency, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

4. STANDARDS:

The Goods provided under this Agreement shall conform to the authoritative latest HP standards.

5. PATENT RIGHT:

The Contractor shall indemnify and hold the department harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

6. EXECUTION SCHEDULE:

The Contractor shall submit an execution Schedule, giving details of goods rendered, as required under the Agreement, to the Procuring Agency, immediately after the issuance of letter of Award.



7. PAYMENT:

Payment will be made on monthly basis at the end of each month.

8. PRICE

The Contractor shall not charge prices for the goods provided and for other obligations discharged, under the Agreement, varying from the prices quoted by the Contractor in the price schedule.

9. CONTRACT AMENDMENT:

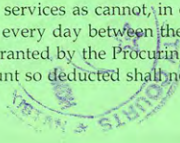
The Procuring Agency may, at any time, by written notice served on the Contractor, alter, amend, omit, increase ,decrease or otherwise change the nature, quality, quantity and scope, of all/any of the goods with the percentage as prescribed in Bidding Documents. The contractor shall, within ten (10) working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Procuring Agency. The Contractor shall not execute the Change until and unless the Procuring Agency has allowed the said Change, by written order served on the Contractor. The Change, mutually agreed upon, shall constitute part of the obligations under this Agreement, and the provisions of the Agreement shall apply to the said Change. No variation in or modification in the Agreement shall be made, except by written amendment signed by both the Procuring Agency and the Contractor.

10. ASSIGNMENT / SUB CONTRACT:

The Contractor shall not assign or sub-contract its obligations under this Agreement, in whole or in part, except with the Procuring Agency prior written consent. The Contractor shall guarantee that any and all assignees or sub contractors of the Agreement shall, for performance of any part or whole of the goods under the Agreement, comply fully with the terms and conditions of the Agreement applicable to such part or whole of the goods under the Agreement.

11. LIQUIDATED DAMAGES:

If the Contractor fails/delays in performance of any of the obligations, under the Agreement/violates any of the provisions of the Agreement/commits breach of any of the terms and conditions of the Agreement the Procuring Agency may, without prejudice to any other right of action/remedy it may have, deduct from the Agreement Price, as liquidated damages, a sum of money @0.35% of the Agreement Price which attributable to such part of the services as cannot, in consequence of the failure/delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate,50% of the Agreement Price.



12. BLACKLISTING:

If the Contractor fails/delays in performance of any of the obligations, under the contract/ violates any of the provisions of the contract/commits breach of any of the terms and conditions of the contract the Procuring Agency may, at any time, without prejudice to any other right of action/remedy it may have, black list the contractor, either indefinitely or for a stated period ,for further tenders in public sector. If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the without prejudice to any other right of action/remedy it may have, black list the Contractor ,either indefinitely or for a stated period, for further tenders in public sector.

13. FORFEITURE OF PERFORMANCE SECURITY:

If the Contractor fails/delays in performance of any of the obligations, under the Agreement/ violates any of the provisions of the contract/commits breach of any of the terms and conditions of the contract the Procuring Agency may without prejudice to any other right of action/ remedy it may have, forfeit performance security of the Contractor. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, performance security amount will be forfeited and the Contractor will not be allowed to participate in future tenders as well.

14. TERMINATION FOR DEFAULT:

If the Contractor fails/delays in performance of any of the obligations, under the Agreement/violates any of the provisions of the Agreement/commits breach of any of the terms and conditions of the Agreement the Procuring Agency may, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the Agreement indicate the nature of the default(s) and terminate the Agreement, in whole or in part, without any compensation to the Contractor. Provided that the termination of the contract shall be resorted to only if the Contractor does not cure its failure/delay, within fifteen (15) working days (or such longer period as the Procuring Agency may allow in writing), after receipt of the such notice. If the Procuring Agency terminates the Agreement for default, in whole or in part, the Procuring Agency may procure, upon such terms and conditions and in such manner as it deems appropriate, goods similar to those undelivered, and the Contractor shall be liable to the Procuring Agency excess costs for such similar Goods. However, the Contractor shall continue performance of the Agreement of the extent not terminated.



15. TERMINATION OF INSOLVENCY:

If the Contractor becomes bankrupt or otherwise insolvent, the Procuring Agency, at anytime, without prejudice to any other right of action/remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Agreement, in whole or in part, without any compensation to the Contractor.

16. TERMINATION FOR CONVENIENCE:

The Procuring Agency may at any time by written notice served on the Contractor to terminate the Agreement in whole or in part for its convenience without any compensation to the Contractor. The Goods which are complete or to be completed by the Contractor, within thirty (30) working days after the receipt of such notice, shall be accepted by the Procuring Agency. For the remaining Goods, the Procuring Agency may elect:

- To have any portion thereof completed, or
- To cancel the remainder and pay to the contractor an agreed amount for partially completed Goods.

17. FORCE MAJEURE:

The Contractor shall not be liable for liquidated damages ,forfeiture of its performance security, blacklisting for future tenders, termination for default, if and to the extent his failure/ delay in performance/discharge of obligations under the contract is there result of an event of force majeure. If a force majeure situation arises, the Contractor shall, by written notice served on the Procuring Agency indicating such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform under the Agreements far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. TAXES AND DUTIES:

The Contractor shall be entirely responsible for all the taxes, duties and other such levies imposed and shall make inquiries with the concerned authorities of Income Tax and Sales Tax Department.

20. AGREEMENT COST:

The Contractor shall bear all costs/expenses associated with the preparation of this Agreement and the Procuring Agency shall in no case be responsible for those expenses.



21. EXTENSION IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE AGREEMENT:

If the Agreement or encounters conditions impeding timely performance of any of the obligations, under the contract, at any time, the Contractor shall, by the written notice served on the Procuring Agency promptly indicating the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Procuring Agency shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Agreement's time for performance of its obligations under the Agreement.

22. STATUTES AND REGULATIONS:

The Agreement shall be governed by and interpreted in accordance with the laws of Pakistan. The Contractor shall, in all matters arising in the performance of the Agreement, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Procuring Agency indemnified against all penalties and Liabilities of any kind for breach of any of the same.

23. Governing law and Jurisdiction

This Agreement shall be governed, construed and interpreted in accordance with the laws of Islamic Republic of Pakistan. The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Agreement.

23. PENALTY CLAUSE

Penalty at the rate of 2% per month on actual will be imposed on delayed delivery.

24. Performance Security

Submit the security deposit of a sum of 5% of the total Agreement value in Finance Department.



25. Delivery Method

Submit the security deposit of a sum of 5% of the total purchase value in Finance Department.

26. Renewal Clause

This is Rate Running Agreement for One Year, extendable after getting approval from both the parties

27. Minimum Order Level

- ✓ Minimum order quantity of toner one time will be 05 units for each type of toners. In case of color toner kit it will be 03 sets.
- ✓ Toners must be in good packing conditions, manufacturing date of toners must be within one year from the date when it delivers to the Procuring Agency.
- ✓ "If any toner find damaged or faulty" than vendor is bound to replace it with new toner after rectifying the issue, the toner replacement is free of cost.
- ✓ Vendor will supply the toners as and when required bases by the Procuring Agency within Seven (7) days from the receipt of the requisition order.



Annexure 'A'

			Unit price	Gst Price	Total
S/NO	Product	QTY	Imran Electronics		
1	HP 83A BLK	14	4,968	5,813	81,376
2	HP 14A BLK	10	14,926	17,463	174,634
3	HP 26A BLK	10	8,632	10,099	100,994
4	HP 551 DN Color KIT Total	5	59,985	70,182	350,912
	BLK	5	11,064	12,945	64,724
	CYAN	5	16,307	19,079	95,396
	MAGENTA	5	16,307	19,079	95,396
	YELLOW	5	16,307	19,079	95,396
5	HP 553 DN color Kit Total	5	54,240	63,461	317,304
	BLK	5	11,448	13,394	66,971
	CYAN	5	14,264	16,689	83,444



	MAGENTA	5	14,264	16,689	83,444
	YELLOW	5	14,264	16,689	83,444
5	HP 90A	5	12,773	14,944	74,722
6	HP 78A	25	6,011	7,033	175,822
7	HP 83A (225)	0	4,968	5,813	0
8	HP 80A	14	7,752	9,070	126,978
9	HP 53A	21	7,457	8,725	183,218
10	HP 55A	0	10,897	12,749	0
11	HP 05A	35	6,743	7,889	276,126
12	HP 85A	28	5,294	6,194	173,431
13	HP 16A	21	14,963	17,507	367,641
14	HP29X	0	16,965	19,849	0
15	HP 36A	56	5,974	6,990	391,416
16	HP 49A	10	7,620	8,915	89,154



17	HP 51A	20	10,760	12,589	251,784
18	HP 1515 color toners kit	0	22,766	26,636	0
	BLK	0	6,038	7,064	0
	CYAN	0	5,576	6,524	0
	MAGENTA	0	5,576	6,524	0
	YELLOW	0	5,576	6,524	0
19	HP 2025 color toners kit	15	36,604	42,827	642,400
	BLK	14	9,247	10,819	151,466
	CYAN	14	9,119	10,669	149,369
	MAGENTA	14	9,119	10,669	149,369
	YELLOW	14	9,119	10,669	149,369
	Grand Total(with Taxes)				3,777,914



Account Payee Only

Bank AL Habib Limited

1015 - NEW CHALLI BRANCH
ADAM CHAMBERS KARACHI

B.C. No. 02290247
Stationery/Ref No. 00089899/2017.63

Rs 188900 ONLY

Pay to IBA KARACHI A/C IMRAN ELECTRONICS or Order

Rupees - PAKISTANI RUPEES ONE HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED ONLY.

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PKR *****188,900.0

Stationery PA/Attorney No. _____
 Stationery PA/Attorney No. _____

PAYABLE AT ANY BRANCH IN PAKISTAN

Please do not write below this line.



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PS of IT/109

HP TONERS

2016-17



M/s Imran Electronics

Account Payee Only

Bank AL Habib Limited

1015 - NEW CHALLI BRANCH
ADAM CHAMBERS KARACHI

B.C. No. 02890247
Stationery/Ref No. 00089899/2017.63

Rs 188900 ONLY

Pay to IBA KARACHI A/C IMRAN ELECTRONICS or Order

Rupees - PAKISTANI RUPEES ONE HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED ONLY.

1	9	0	0	1	8	8	9	0	0
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PKR *****188,900.00

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