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Rs 32465/-



MUHAMMAD SAJJID STAMP VENDOR
License No 119, H.No: 17/28-477 Juna Garh
Baldia Town
Karachi West

07 MAY 2019

ISSUED TO WITH ADDRESS 005236 Muhammad Waris Khan Ajmeri Advocate
THROUGH WITH ADDRESS L. No. 15113, High Court Karachi.
PURPOSE ATTACHED
VALUE RS. 100
STAMP VENDOR'S SIGNATURE [Signature]
(Not Use For Free Will & Divorced Purpose)
Vendor Not Responsible For Fake Documents

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi



AGREEMENT

Provide & Supply Toners (Rate Running)

12.4 MAY 2019

THIS AGREEMENT is executed at KARACHI, on this day May 23' 2019.

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 assigns) of the FIRST PART.

AND

M/s Imran Electronics, having its office at Office No 509, Uni Center, Hasrat Mohani 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. Saqib Zakaria (C.E.O.), holding CNIC No.42101-8832297-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply Toners (Rate Running) vide Tender # IT/18/18-12.

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

WITNESSETH

"IBA" hereby offer to appoint M/s Imran Eletronics as their official Supplier for the specific period & purpose of "Provide & Supply Toners (Rate Running)" in respect of the same with "IBA" before the determination of scope of services on suitable scale with any/all other relevant details for presentation to "IBA" for procurement of Provide & Supply Toners (Rate Running). "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 WORK AND AGREEMENT

- 1.1 "THE SUPPLIER" agrees to provide any/all kind of services & maintenance to "IBA" whenever and wherever required as per the terms & conditions of this Agreement.

- 1.2 All item(s) must be provided on which the delivery execution, quantity, quality & specs are specified. Non-compliance with this condition renders the goods/services/works liable to non-acceptance.
- 1.3 The Agreement is valid for one year and based on satisfactory performance, may be renewed on mutual consent for further one year.
- 1.4 The supply would be on Rate Running Basis for each & every Toner(s) in the specified quantity as per Purchase Order(s).
- 1.5 Warranty will be implemented on very next day
- 1.6 Minimum order quantity of toner one time will be 05 units. In case of color toner kit it will be 03 sets. This is Rate Running Contract for One year, the estimated quantity of toners mentioned above. It is estimated quantity and IBA Karachi not bound to procure or order this quantity.
- 1.7 Payment will be made on monthly basis at the end of each month on submission of GST invoice against the delivered items.
- 1.8 The supply would be on Rate Running Basis for each & every Toner(s) in the specified quantity as per Purchase Order(s).
- 1.9 The Supplier is responsible to change with new toner if any toner found faulty in any aspect without any delay.
- 1.10 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.
- 1.11 M/s Imran Electronics representative along with procurement department will check the quantity of items at the time of delivery. The firm should provide Guarantee/Warranty.
- 1.12 The Supplier will have to supply items within 07 days (seven) after the issue of order/email at their own expenses or "M/s Imran Electronics will supply the toners as and when required basis by IBA Karachi".
- 1.13 If desired items are not supplied on time/or the supply are found substandard, the competent authority could not only cancel the agreement/PO during the year completely or partially without prior intimation but the bid security could also be confiscated and legal action could be initiated.
- 1.14 Rates will be accepted on the basis of total lowest cost. Evaluation shall be done on total cost against estimated quantity however order quantity may vary as per

requirement. IBA has a right to increase & decrease in quantity, vendor is bound to provide without any change in unit prices.

- 1.15 Invoice / bill should be submitted to Procurement & Stores Department with Satisfactory Note of the IBA.
- 1.16 No downward deviation from the required specifications of toners is accepted.
- 1.17 Prices quoted should be inclusive of GST and remain valid for one year from the signing of the contract/agreement.
- 1.18 Inspection of premises will be carried on specified dates & communicated to the supplier accordingly.
- 1.19 No Sub-letting is allowed during contract period.
- 1.20 Agreed rate as per agreement will not revise during the agreement period.
- 1.20 This is Rate Running Contract for ONE year / 12 months. Quantity may be fluctuated and varies with requirement. Rates has been accepted on the basis of total lowest cost. Evaluation shall be done on total cost against estimated quantity however order quantity may vary as per requirement.
- 1.21 Rates will be accepted on the basis of total lowest cost. Evaluation shall be done on total cost against estimated quantity however order quantity may vary as per requirement. IBA has a right to increase & decrease in quantity, vendor is bound to provide without any change in unit prices.
- 1.22 The Supplier must provide "Sales tax registration certificate with last month return copy both FBR and / or SRB".
- 1.23 Transportation, Cartages & fixing to & from the IBA premises will be the responsibility of the Supplier. The Supplier will borne the transportation, cartages & fixing charges.
- 1.24 IBA has a right to increase & decrease in quantity, supplier is bound to provide without any change in unit prices.

Article II **REMUNERATION**

- 2.1 The charges & cost offered by the Supplier is Rs. 9,274,578.00 (inclusive of all taxes) vide tender # IT/18/18-19 but not limited to the specified quantity. The



quantity of Provide & Supply of toners (Rate Running) might fluctuate & payment will be made on approved rate/charges/cost.

2.2 This Agreement includes, the "Provide & Supply of toners (Rate Running)" as per "IBA" requirement mentioned in this BoQ & vide Tender # IT/18/18-19

S. #	Description	Estimated Qty	Rate	Amount
1	Toner Hp 05A	50	11,260.00	563,000.00
2	Toner Hp 14A	20	24,965.00	499,300.00
3	Toner Hp 16A	10	22,500.00	225,000.00
4	Toner Hp 26A	25	14,425.00	360,625.00
5	Toner Hp 30A	20	8,085.00	161,700.00
6	Toner Hp 35A	6	7,800.00	46,800.00
7	Toner Hp 36A	50	9,200.00	460,000.00
8	Toner Hp 49A	10	11,500.00	115,000.00
9	Toner Hp 51A	15	17,985.00	269,775.00
10	Toner Hp 53A	15	12,455.00	186,825.00
11	Toner Hp 55A	35	17,700.00	619,500.00
12	Toner Hp 78A	15	9,100.00	136,500.00
13	Toner Hp 80A	40	12,950.00	518,000.00
14	Toner Hp 83A	15	8,285.00	124,275.00
15	Toner Hp 85A	40	8,100.00	324,000.00
16	Toner Hp 90A	10	19,980.00	199,800.00
17	Toner Hp 304 color set	20	59,720.00	1,194,400.00

Provide & Supply of HP Toners (Rate Running) vide tender # IT/18/18-19

Page 4 | 13



18	Toner Hp 304 black	5	14,000.00	70,000.00
19	Toner Hp 507A Color Set	10	100,325.00	1,003,250.00
20	Toner Hp 508A Color Set	6	90,700.00	544,200.00
21	Toner Hp 410 color set	5	52,470.00	262,350.00
22	Toner Hp 79A	6	7,115.00	42,690.00
Total			Rs. 7,926,990.00	
17% GST			Rs. 1,347,588.30	
Total Amount			Rs. 9,274,578.30	

2.3 The Supplier should provide 5% Performance Security of total value of Purchase Order in the form of Pay Order or bank guarantee before submission of invoice.

2.4 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase Order.

2.5 Stamp duty of 0.35% for Services against total value of Purchase will be levied accordingly.

2.6 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.

2.7 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by the Supplier as per SRO/Notification.

2.8 A liquidated damages @ 2% per month, of the total agreed payment, of the total cost due to delayed in timing & if deemed necessary termination of the contract may be awarded in the interest of the IBA without prejudice & public interests.

2.9 The Supplier must adopt Environmental Friendly procedure and avoid the use of Toxic material.

2.10 All staff must have CNIC and clearly mentioned to discourage work through child labor.



Article III
ARBITRATION

- 3.1 In case of any dispute, difference or question which may at time arise between the parties hereto or any person claiming under them, touching or arising out in respect of this agreement or this subject matter thereof shall be referred to the arbitration and an Arbitrator will be appointed by mutual consent, whose decision and findings will be final and binding on both 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 At any stage if the Supplier found to bypass any condition(s) of the agreement, the contract will be terminated immediately and the payment(s) will be confiscated in favor of the IBA. The decision of the IBA and should be abided by the Supplier and the client. That upon termination of this agreement the agency shall be permitted to remove all its devices, equipment and manpower which may have been placed at premises from the time to time.

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 "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 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
SEVERABILITY

- 7.1 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 VIII
INTEGRITY PACT

- 8.1 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).
- 8.2 Without limiting the generality of the forgoing the M/s Imran Electronics 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 Imran Electronics, the 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, 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 Imran Electronics 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 Imran Electronics 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 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 9.2 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.

9.3 The validity of the contract will be effective from the date of issue of Purchase Order.

9.4 All terms and conditions of tender vide # IT/18/18-19 will be the integral part of this agreement and can't be revoked.

9.5 Any additional supply(ies), if required / necessary etc over and above/extra the Purchase Order, will be executed on the basis of Repeat Order.

GENERAL CONDITIONS OF CONTRACT

1. Contract:

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

2. Contract documents and information:

The Supplier shall not, without the IBA, Karachi'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 IBA, Karachi in connection herewith except for purposes of performing the Agreement or 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 Supplier and the IBA, Karachi, shall be in English. The Supplier 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 Supplier 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 Supplier have to deliver toner(s) according to the Purchase Order issue on the need basis time to time within ONE year (Twelve months).

7. Payment:

Payment will be made on monthly basis at the end of each month against submission of GST Invoice and in accordance to Purchase Order.

8. Price:

The Supplier is bound to supply toner(s) on the basis of approved rates vide tender # IT/18/18-19

9. Contract Amendment:

The IBA, Karachi may, at any time, by written notice served on the Supplier, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all/ any of the toner(s) with the percentage as prescribed in Purchase Order. The Supplier 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 IBA, Karachi. The Supplier shall not execute the Change until and unless the IBA, Karachi has allowed the said Change, by written order served on the Supplier. 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 IBA, Karachi and the Supplier.

10. Assignment/ Sub Contract:

The Supplier shall not assignor sub-contract its obligations under this Agreement, in whole or impart, except with the IBA, Karachi prior written consent. The Supplier shall guarantee that any and all assignees or sub Suppliers of the Agreement shall, for performance of any part or whole of the toner(s) under the Agreement, comply fully with the terms and conditions of the Agreement applicable to such part or whole of the toner(s) under the Agreement

11. Liquidated Damages:

If the Supplier 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 IBA, Karachi 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%per day 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 Supplier 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 it may have, black list the supplier, either indefinitely or for a stated period, for further tenders in public sector. If the Supplier is found to have engaged in corrupt or fraudulent practices in competing for the without prejudice to any other right of action 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 Supplier 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 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 Supplier 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 any compensation to the supplier. 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 the result of an event of force majeure. If a force majeure situation arises, the supplier 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 Agreement as 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 Sindh Revenue Board.

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 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 Liability(ies) 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 shape; of Pay Order or Bank Guarantee in Finance Department.

25. Renewal Clause

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

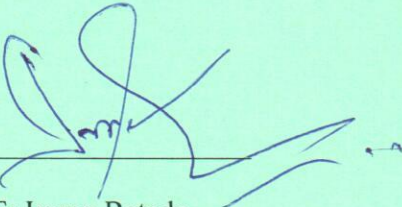
26. Minimum Order Level

- 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.
- 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.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

Provide & Supply of HP Toners (Rater Running) vide tender # IT/18/18-19

Page 12 | 13


"IBA"
NAME: Imran Batada

CNIC # _____

Address:

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

WITNESS:

1. 

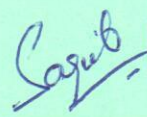

M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____

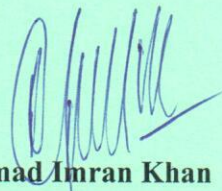



M/s Imran Electronics
NAME: Saqib Zakaria

CNIC # 42101-8832297-3

Address:

Address: Office No 509, Uni Center,
Hasrat Mohani Road,
Karachi



2. **Muhammad Imran Khan**
(Business Development Manager)
CNIC # 44103-0317295-5

Address: Imran Electronics
509, Uni Centre, Hasrat Mohani Road,
Karachi.

