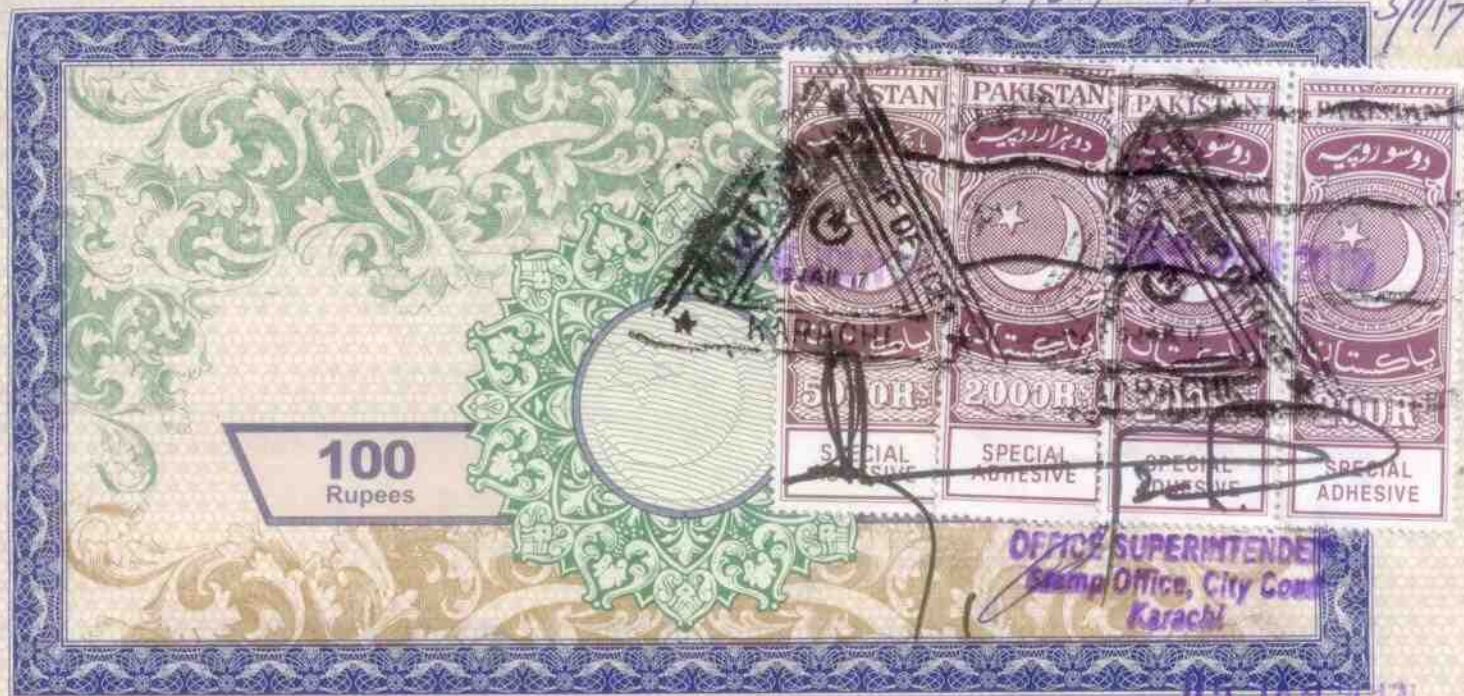


H836507

RSL 1,500/-

Rd. 74001 = CH-102

5/1/17



UMAIR Stamp Vendor

26 DEC 2016

S-1-12

05 JAN 2017

L. No: 10
Shop No: 29, Ruby Center
Boultan Market, Karachi

SR. NO. DATE

ISSUED TO WITH ADDRESS MR.

THROUGH WITH ADDRESS MR.

PURPOSE

VALUE RS. ATTACHED

STAMP VENDOR SIGNATURE

Do Not Use Elsewhere & Will Purpose

MOHAMMAD NAEEM (Advocate)
Leger No: 326 H.C. Karachi

(RUPEES ONE HUNDRED ONLY)

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day January. 05, 2017.

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 Sage-Tech International, having its office at Suit # 507, 5th Floor, Business & Finance Centre, I.I. Chundrigar Road, P.O. Box. 4664, 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. Wakeel A. Siddiqui, holding CNIC No. 420101-5586832-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain of Walkthrough Gates tender # ME/01/16-17 to Provide & Supply Walkthrough Gates (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Walkthrough Gates" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Walkthrough Gates. "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 SUPPLIES & AGREEMENT

1.1 This Agreement includes, the "Walkthrough Gates", discussions with "IBA" before the Provide & Supply of Walkthrough Gates to "IBA". The description/BoQ is appended below:

S. #	Description	Qty	Brand	Rate (Rs.)	Amount (Rs.)
1	Walk Through Gates (Double Sided/Multi Zone) <ul style="list-style-type: none">• 60 Pinpoint Zones with high resolution and precision• Met Identity for identification of threat composition• Double display.• High sensitivity, Capable to detect from guns, 9mm Bullets to ½ cutter blade• Green and red metering signal, indicate the quantity of the metal• Standard Alarms• Intermittent / Different Alarm• Immediate selection of international Security standards. NILECJ, 3Gun TST, 3GUN TSE, GA, GD, NIJ-LO.• Accurate detection of magnetic, non -magnetic and mixed alloy – metal weapons• 60 Persons per minute.• Chip card system for fast, simple & secure parameters changes• High precision both direction counter (in & Out Separate) with automatic rescreening compensation• RS-232 serial connection to PC or computer network.• Harmless to wearers of pacemakers, defibrillators or other vital support systems, pregnant women and magnetic storage media (floppy disk, audio cassettes, video cassettes and similar)• No need for initial or periodic	5 units	CEIA HIPE (plus)	Rs365,000.00	Rs1,825,000.00

- 1.2 "THE SUPPLIER" agrees to provide all above mentioned Walkthrough Gates as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their supplies with Manager Security, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Walkthrough Gates.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by "THE SUPPLIER".

Article II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the supply and to check the delivery of Walkthrough Gates in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Manager Security "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Minimum 10 (Ten) days after Approval of Sample(s) will be required to deliver the Walkthrough Gates at the SUPPLIER'S expense.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "THE SUPPLIER", will provide all required / necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the delivery of Walkthrough Gates at the cost/charges amount offered in the tender vide # ME/01/16-17.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 2,135,250.00 (inclusive of all taxes) Provide, Supply & of Walkthrough Gates but limited to in tender vide # ME/01/16-17 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.

- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.4 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 services 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

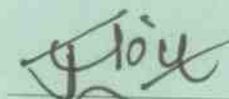
- 8.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing the M/s Sage-Tech International, 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 Sage-Tech International 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 Sage-Tech International 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 Sage-Tech International 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 in the contents as required by the contractor on proof sample or in course of the supplies in progress which entail extra time & labor and material on part of the fabrication, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE(S) 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.

9.6 One year maintenance & replacement warranty required without any extra payment in the name of Institute of Business Administration, Karachi (IBA, Karachi).

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"
JAMI MOIZ
REGISTRAR
Institute of Business Administration
Karachi, Pakistan

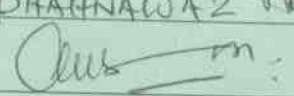
NAME: Jami Moiz

CNIC # _____

Address: _____

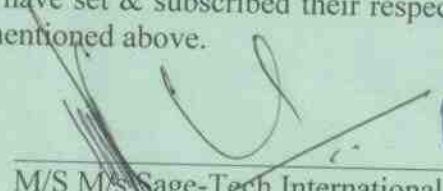
Registrar, Institute of Business
Administration Main Campus
University Road, Karachi

WITNESS:

1. SHAHNAWAZ ANSARI


CNIC # 42800 - 0448632 - 3

Address: _____


M/S M/s Sage-Tech International

NAME: Wakeel A. Siddiqui

CNIC # 420101-5586832-3

Address: _____

Address: Suit # 507, 5th Floor
Business & Finance Centre,
I.I. Chundrigar Road P.O. Box. 4664 Karachi



2. 

M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration

CNIC # Karachi-Pakistan

Address: _____