



10 DEC 2021

Through with Address: **Hammad Haris Khan Ajmeri Advocate**
 Purpose: **15193, High Court Karachi.**
 Value Rs. _____
 Stamp Vendor's Signature: _____
 (Not Use For Free Will & Donating Purpose)
 Lender Not Responsible For False Documents

THIS AGREEMENT is executed at KARACHI, on this day February 11, 2022

M/s. Institute of Business Administration, Karachi through its Registrar, located at **Main Campus, University Enclave, 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.

M/s. Gemco, having its office at 43/4/A, Block 6, P.E.C.H.S, 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 assign), through its proprietor Mr. Aziz K. Merchant, holding CNIC No. 42301-2123671-9 on the SECOND PART.





M. SAQIB STAMP VENDER

Lie 21 Shop 21, Block-14 Gulshan-e-Iqbal Karachi

S.No.

Date:

Issued to with address:

Through with address:

Purpose:

Value Rs (Attested)

Stamp Paper Sign:

24 JAN 2022

RUPEES TWO HUNDRED ONLY

WHEREAS "IBA" intends to obtain Provide & Supply UPS vide tender # IT/13/21-22 for the Provide & Supply UPS (IBA requirement) discussions in respect of the same before the Determination of the scope of work will be held with "IBA" as "Provide & Supply UPS" and "THE SUPPLIER" have offered to render all kind of Provide & Supply UPS (including but Not limited to the "Provide & Supply UPS" of the proposed work up to the satisfaction & Handing over the material(s) to the "IBA" having accepted the offer in a finished form Complete in all respect.

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

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific Purpose of "Provide & Supply UPS" discussions in respect of the same with "IBA" before The determination of Provide & Supply UPS to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Provide & Supply UPS. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

Article I:

DUTIES & SCOPE OF SUPPLY & SERVICES AND AGREEMENT

- 1.1 "THE SUPPLIER" agrees to Provide & Supply UPS to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SUPPLIER" will coordinate their work with Manager IT, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Provide & Supply UPS.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with prior appointment.





M. SAQIB STAMP VENDEF

Lie 21 Shop 21, Block-14 Gulshan-e-Iqbal Karachi,

S.No.

Date:

Issued to with address:

Through with address:

Purpose:

Value Rs (Attested)

Stamp Paper Sign:

24 JAN 2022

RUPEES TWO HUNDRED

1.4 Manufacturing date not exceeding more than 06 months.

1.5 All logistic charges will be borne by "THE SUPPLIER".

1.6 Delivery time must be within 60 days from the date of the Purchase Order at IBA Testing Centers in Islamabad, Lahore and Sukkur.

Article II

PAYMENT

2.1 Payment will be made on or before 30 days after delivery with installation and submission of invoice.

Article III

WARRANTY

3.1 1 year comprehensive warranty, with parts from the principal.

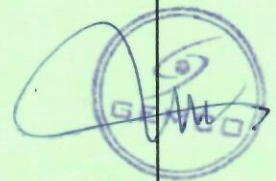
Article IV

REMUNERATION

4.1 The cost offered by the SUPPLIER is Rs. 1,699,893/- (inclusive of all taxes) Provide & Supply UPS vide tender # IT/13/21-22 variation may occur. The cost is inclusive of labor/transportation/supplies/taxes/levies/custom duties etc. Details of items are Appended below



Sr. #	Specification	Qty	Rate	Amount
1	Provide & Supply UPS <u>Capacity:</u> 10 KVA <u>Input:</u> •Single Phase •Voltage: 110-300 VAC •Power Factor: ≥ 0.99 •Frequency: 46-54Hz or 56-64 Hz <u>Output:</u> •Voltage: 208/220/230/240 Vac •Power Factor: 1 •Frequency: 50/60 Hz $\pm 1\%$ •Current Crest Ratio: 3:01 <u>Battery</u> •Voltage: 240 VDC •Charging Current -A: 4A Max •Battery Backup: 15 minutes or Higher Full Protection of Under/Over Voltage <u>Protection Phase:</u> •Spike/Surge Suppression Overload, Short Circuit •Configurable for 240 1 Phase nominal output voltage <u>Communication & Management:</u> •Interface Port: DB-9-RS-232, RJ-45 10/100 Base •Multi-Function LCD Status and Control Console •Auditable and Visible Alarms •Emergency Power Off (EPO) •SNMP Card for Monitoring <u>Efficiency:</u> •AC Mode: 94%, •Battery Mode: 93% <u>Warranty:</u> 1 Years Comprehensive Onsite Warranty in Islamabad, Lahore, and Sukkur each. <u>Model:</u> U-010R11H <u>Brand:</u> Attom	03	484,300.00	1,452,900.00
			17% GST	246,993.00
			Grand Total	1,699,893.00





M. SAQIB STAMP VENDER

Lic 21 Shop 21, Block-14 Gulshan-e-Iqbal Karachi

S.No.

07793

07793

Date:

Issued to with address:

Through with address:

Purpose:

Value Rs (Attested)

Stamp Paper Sign:

04 FEB 2022

(RUPEES FIVE THOUSAND ONLY)

4.2 Liquidity damages at the rate of 2% per month, of the total agreed on payment as per Purchase Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provide & Supply UPS to IBA.

4.3 Performance Security 5% of the total amount of Purchase Order will be provided by "THE SUPPLIER".

4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.

4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

Article V

ARBITRATION & GOVERNING LAW

5.1 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 hereof shall be referred to the Registrar of the IBA 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.





STAMP OFFICE CITY COURT, KARACHI

Issued to Ch. Piaz Ahmed AliCNIC/LEC No: 2935Vide D.S.R. No: 17 DT: 11/02/22On behalf of Challan No: 227 DT: 11/02/22for the purpose of SDEntry No: 17 Dt: 11/02/22

11 FEB 2022

Ex Officio Vendor11 FEB 2022
Rs. Five Thousand Only**Article VI****TERMINATION**

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

Article VII**OWNERSHIP**

7.1 The ownership of all products and services rendered under any contract arising as a result of this tender will be the sole property of IBA.

Article VIII**INDEMNITY**

8.1 "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 IX****NOTICE**

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

Article X:

SEVERABILITY

10.1 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 X

INTEGRITY PACT

11.1 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).

11.2 Without limiting the generality of the forgoing the M/s. Gemco 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.

11.3 M/s. Gemco 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 instruments, be stand void at the discretion of the IBA.

11.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Gemco 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. Gemco, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XII

MISCELLANEOUS

12.1 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.

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

12.3 All terms and conditions of tender vide # IT/13/21-22 will be an integral part of this agreement.



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, Karachi

Dr. Muhammad Asad Ilyas

Registrar

CNIC #

Dr. Mohammad Asad Ilyas

Registrar

Address:

Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Main Campus, University Road, Karachi, Pakistan

M/s. Gemco

Aziz K. Merchant

(CEO)

CNIC # 42301-2123671-9

Address:

43/4/A, Block 6, P.E.C.H.S,
Karachi

WITNESS:

IBA, Karachi

Syed Fahad Jawed

Head of Procurement

CNIC # 42201-9125136-3

Address:

Institute of Business Administration
Main Campus, University Road, Karachi

M/s. Gemco

Mubarak M. Khan

(Manager Corporate Sales)

CNIC # 42201-0787376-3

Address:

43/4/A, Block 6, P.E.C.H.S,
Karachi