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DANISH AHMAD STAMP VENDOR

S.V. Lic. No. 29, Suit No. 111, 11th Floor,

Tahir Plaza, City Centre, Karachi

16 FEB 2021

RUPEES TWO THOUSAND ONLY

S. No. 13008

ISSUED TO WITH ADDRESS

GULSHAN ALI PHULPOTO

THROUGH WITH ADDRESS Advocate High Court

PURPOSE Lodge No. 8303/HC KARACHI

VALUE RS. 2000

STAMP VENDOR'S SIGNATURE

AGREEMENT PROVISION OF ELECTRIC WATER COOLER

THIS AGREEMENT is executed at KARACHI, on this day February 17, 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 OTHO, having its office at # **A-901, Naz Plaza, Main M.A. Jinnah Road, Karachi**, hereinafter referred to as "**SUPPLIER**" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successors and assigns), through its proprietor **Mr. Muhammad Fareed**, holding CNIC No. **42301-0741705-9**.

WHEREAS "IBA" intends to obtain Provision of Electric Water Cooler vide tender # ME/06/20-21 for the Provision of Electric Water Cooler (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision of Electric Water Cooler" and "THE SUPPLIER" have offered to render all kind of Provision of Electric Water Cooler (including but not limited to the "Provision of Electric Water Cooler" of the proposed supplies up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in 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 for the specific purpose of "Provision of Electric Water Cooler" discussions in respect of the same with "IBA" before the determination of Scope of Provision of Electric Water Cooler with any / all other relevant details for presentation to "IBA" for Provision of Electric Water Cooler. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Provision of Electric Water Cooler vide Tender # ME/06/20-21

Article I:
DUTIES & SCOPE OF SUPPLIES AND AGREEMENT

- 1.1 This Agreement includes, the "Provision of Electric Water Cooler", discussions with "IBA" before the determination of scope of supplies with any/all other relevant details to "IBA". The description / BoQ is appended below.
- 1.2 "THE SUPPLIER" agrees to provide any/all kind for Provision of Electric Water Cooler to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their work with Head of Procurement of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision of Electric Water Cooler.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of 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 Ground Floor, Fauji Foundation Building, 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 execution of Provision of Electric Water Cooler in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required
- 2.3 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.4 Delivery on or before March 08, 2021.
- 2.5 "THE SUPPLIER", will provide all required/necessary carpenter(s) / labor(s) / transportation(s) / cartage(s) what so ever required to complete the supply at the cost/charges amount offered in the tender vide # ME/06/20-21.
- 2.6 The Electric Water Cooler should be supplied through verifiable distribution channel in Pakistan.
- 2.7 Electric Water Cooler mentioned in Purchase Order will be delivered new, in packed condition directly to the IBA Stores. If Electric Water Cooler delivered is not conforming to the specifications and Bill of Quantity, the equipment will not be accepted.
- 2.8 The Supplier will provide Assurance on a Rs. 100/- valued stamp paper that the item supply of Electric Water Cooler in required quantity is not smuggled from any country(ies) / source(s) and not procured from India.

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 559,990.00 (inclusive of all taxes) Provision of Electric Water Cooler vide tender # ME/06/20-21 variation may occurred. The cost is inclusive of labor / transportation / supplies / etc.

Ser	Specification	Qty	Rate (Rs.)	Amount (Rs.)
1	ELECTRIC WATER COOLER MECO (ME-30P) Capacity: 26US Gallon Per Hour or Above Front: Stainless Steel, Sided Plastic Coated, Width: 46cm (18"), Depth: 38cm (15"), Height: 116cm (45.5") Others: Two Taps & Water Dispensary Drain Tray	10 Units	47,862.40	478,624.00
	Total		Rs. 478,624.00	
	17% GST		Rs. 81,366.00	
	Total Amount		Rs. 559,990.00	

- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 15 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provision of Electric Water Cooler to IBA.
- 3.3 Payment will be made after delivery and submission of invoice
- 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 / work 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 any time after issuing a 15 days' 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 OTHO, 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 OTHO, 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 OTHO, 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 OTHO, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article IX:
WARRANTY

9.1 OEM warranty must be provided by the M/s Otho.

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 XI:
MISCELLANEOUS

11.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the supply in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.


11.2 Material(s) will be handed over to the "IBA" or vet the cost with authentic stamp and signature.

11.3 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.

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

11.5 All terms and conditions of tender vide # ME/06/20-21 will be the integral part of this agreement and can't be revoked.

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


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

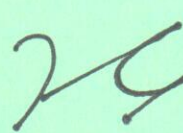
"IBA"

NAME: Dr Muhammad Asad Ilyas

CNIC # _____

Address:

Registrar, Institute of Business Administration,
Main Campus, University road, Karachi.





M/s OTHO

Name: Muhammad Fareed

CNIC # 42301-0741705-9

Address:

A-901, Naz Plaza, Main M.A. Jinnah road,
Karachi.

1. 

"IBA"

NAME: Syed Fahad Jawed

CNIC # 422019125136 3

Address:

Head of Procurement, Institute of Business
Administration Main Campus, University road, Karachi.

2. 

M/s OTHO

Name: Muhammad Mansoor

CNIC # 42301-4327223-7

Address:

A-901, Naz Plaza, Main M.A. Jinnah road,
Karachi.

Focal Person IBA

