



MUHAMMAD ASHRAF GUJJAR STAMP VENDOR
Licence No. 48, House No. 1085, Street No. 1,
Liaquat Ashraf Colony No. 2, Mehmoodabad No. 6, Karach.

02 MAY 2019

(RUPEES ONE HUNDRED ONLY)

S. NO. DATE 1554
ISSUED TO WITH ADDRESS Mr. Imran Batada
THROUGH WITH ADDRESS Director ICT
PURPOSE _____
VALUE RS 100
STAMP VENDOR'S SIGNATURE [Signature]

AGREEMENT

Printing of 4 Color RFID Cards (Rate Running)

THIS AGREEMENT is executed at KARACHI, on this day May 30, 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 assign) of the FIRST PART.

AND

M/s Limton Innovative Systems, having its office at Level 04, Shahnaz Arcade, Shaheed-e-Millat 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 authorized representative Mr. Moin Fareed holding CNIC No.42101-1706749-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Printing of 4 Color RFID Cards (Rate Running) vide Tender # IT/24/18-19.

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

WITNESSETH

"IBA" hereby offer to appoint M/s Limton Innovative Systems as their official Supplier for the specific period & purpose of "Printing of 4 Color RFID Cards (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 Printing of 4 Color RFID Cards (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 period of Execution will identify on Contract Agreement for One year / 12 months extendable with mutual consent.
- 1.4 The supply would be on Rate Running Basis for each & every RFID Card(s) in the specified quantity as per Purchase Order(s).
- 1.5 There will be no warranty provided by Limton, but the special case will be considered mutually.
- 1.6 Liquidity damage will be imposed due to delayed in timing & if deemed necessary termination of the contract may be awarded in the interest of the IBA without prejudice of public interests.
- 1.7 Payment will be paid after deduction of withholding Tax as per government regulations.
- 1.8 Minimum order quantity of RFID Cards one time will be 100 cards. This is Rate Running Contract for One year, the estimated quantity of RFID Cards mentioned above. It is estimated quantity and IBA Karachi not bound to procure or order this quantity.
- 1.9 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.
- 1.10 Successful bidder's representative along with procurement department will check the quantity of items at the time of delivery. The firm should provide Guarantee/Warranty.
- 1.11 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.
- 1.12 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.
- 1.13 Invoice should be submitted to Procurement & Stores Department with Satisfactory Note of the IBA.
- 1.14 Inspection of premises will be carried on specified dates & communicated to the supplier accordingly.
- 1.15 No Sub-letting is allowed during contract period.
- 1.16 Agreed rate as per agreement will not revise during the agreement period.
- 1.17 Payment will be made on monthly basis at the end of each month on submission of GST invoice against the delivered items.
- 1.18 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.
- 1.19 The Supplier must provide “Sales tax registration certificate with last month return copy both FBR and / or SRB”.
- 1.20 Transportation, Cartages & fixing to & from the IBA premises will be the responsibility of the Supplier. The Supplier will borne the transportation, cartages & fixing charges.
- 1.21 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. 644,100.00 (inclusive of all taxes) vide tender # IT/24/18-19 but not limited to the specified quantity. The quantity of Printing of 4 Color RFID Cards (Rate Running) might fluctuate & payment will be made on approved rate/charges/cost.
- 2.2 This Agreement includes, the “Printing of 4 Color RFID Cards (Rate Running)”, as per “IBA” requirement mentioned in this BoQ & vide Tender # IT/24/18-19

SN	Specification	Qty	Unit Rate	Amount
1	Printing of 4 Colour RFID cards (dual side) with Lamination (sample would be provided) Size : 86 x 54 x 0.84 ± 0.04mm Material : High quality PVC Color : White Overlay : Can be printable by card printer Surface : Matte / Glossy Note: Blank RFID cards will be provided by IBA.	3000 cards (approx.)	Rs.190.00	Rs.570,000.00
Total				Rs.570,000.00
13% SST				Rs.74,100.00
Grand Total				Rs.644,100.00

- 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 every 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
ACTIVITY LOG / WORKING PROCEDURAL

7.1 Provision of Data

- i. IBA will provide data for printing in Excel Sheet in an specified manner like; all fields will be in a separate column.
- ii. Pictures will be provided in digital form with a specific back ground color (will not be changed by Limton)
- iii. Each picture must be provided (saved) only with Staff/ Employee / Student Unique ID code, that will also be reflected in excel data sheet. Pictures must not be less than 300dpi resolution, however if any picture received worse in quality, will be returned for replacement, but no complain will be entertained if picture result not as desired.

7.2 Verification of Data

- i. After processing of data at Limton's end, it will be sent back in PDF format to IBA for a medium level proofing, to see whether all data is OK from all aspects.
- ii. IBA will sent Limton the same PDF file with rectification / amendment / deletion where required.
- iii. On receipt of checked PDF file from IBA, Limton will thoroughly verify the same again, & if found a reasonable change / correction / amendment in entire data, then after making changes (as indicated / directed by IBA) will sent back again to IBA for final verification.
- iv. On final verification at IBA end, Limton will be notified to proceed for printing as per prevailing printing scenario.

7.3 Data Error & Mistake

There is a possibility of Wrong data printing then following criteria will be used to evaluate the responsibility of Mistake;

- i. If data is printed as what ever finally received to Limton along with Go-Ahead signal of Printing from IBA, but declared wrong later, will be entire responsibility of IBA.
- ii. If data does not print what ever finally received to Limton, & consequently declared wrong by IBA so it will be entire responsibility of Limton, that will be managed mutually.

7.4 Mis-Printing

During bulk or continues printing there is a possibility when apart from data error or mistake, Card is declared Mis-Printed, this will be happened due one reason only; and this is because of un-adequate surface or minor roughness over the surface of the blank Card, so stock must be handle carefully and if it is so, IBA will provide blank new card for compensation. It is recommended to check the surface of the card before sending to Limton, because if at one end IBA will loss card, on other end Limton will also bear loss of printing material.

7.5 Delivery of Printed Cards

Each batch of 100 – 150 cards will be delivered within 2 working days right after receipt verified data for printing from IBA. The delivery will be made by hand or by courier. Please note courier time is exclusive of Limton's delivery time lines as mentioned above. If courier delayed due to any reason Limton will not be responsible for this unprecedented / uncontrollable factor.

Article VIII **INTEGRITY PACT**

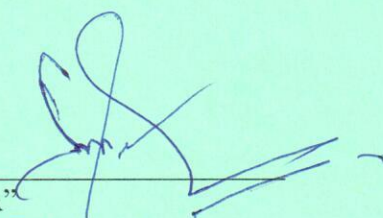
- 8.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing the M/s Limton Innovative Systems 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 Limton Innovative Systems, 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 Limton Innovative Systems 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 Limton Innovative Systems 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/24/18-19 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.
- 9.6 This agreement would be extendable for another ONE year with mutual consent.


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"
NAME: Imran Batada

CNIC # _____

Address:

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

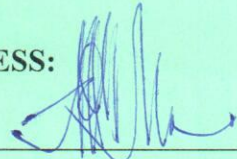

M/s Limton Innovative Systems
NAME: Moin Fareed

CNIC # 42101-1706749-3

Address: Level 04, Shahnaz Arcade

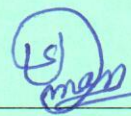
Address: Level 04, Shahnaz Arcade,
Shaheed-e-Millat ,
Karachi

WITNESS:

1. 
M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____

2. 
Limton Innovative Systems
Muhammad Usman

CNIC # 45402-6539272-5

Address: Level 04, Shahnaz Arcade
Shaheed-e-Millat,
Karachi