

AC846976



Rupees. Fifty Only

12 MAR 2021

STAMP OFFICE CITY COURT, KARACHI

Issued to Santay Khan Advo.CHC/LEG No. 2767 KBAVide D.S.R. No. 7 On 12 MAR 2021On behalf of Chalan No. 127

for the purpose of

Entry No. 127**AGREEMENT****Supply, Installation with Commissioning of 60KVA UPS**THIS AGREEMENT is made at KARACHI, on this day May 31, 2021

BETWEEN

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.

AND

M/s Sicom Traders, having its office at 104, 1st Floor, Sunny Plaza, Hasrat Mohani Road, I.I. Chundrigar 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. Sharjeel Javid, holding CNIC No. 42201-1872139-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain Supply, Installation with Commissioning of 60KVA UPS vide tender # IT/13/20-21 for the Supply, Installation with Commissioning of 60KVA UPS (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply, Installation with Commissioning of 60KVA UPS" and "THE SUPPLIER" have offered to render all kind of Supply, Installation with Commissioning of 60KVA UPS (including but not limited to the "Supply, Installation with Commissioning of 60KVA UPS" of the proposed work 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:



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12 MAR 2021

STAMP OFFICE CITY COURT KARACHI
Issued to: Sartaj Khan Adv.
JHC/LEG No. 2767 KBN
Vide D.S.R. No. 7 Dt. 12 MAR 2021
On behalf of Chaitan No. 127 Dt. 12 MAR 2021
for the purpose of Supply, Installation with Commissioning of 60KVA UPS
Entry No. 12 MAR 2021

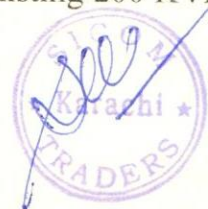
WITNESSETH

“IBA” hereby offer to appoint “THE SUPPLIER” as their official for the specific purpose of “Supply, Installation with Commissioning of 60KVA UPS” discussions in respect of the same with “IBA” before the determination of Supply, Installation with Commissioning of 60KVA UPS to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to “IBA” for Supply, Installation with Commissioning of 60KVA UPS. “THE SUPPLIER” hereby agrees to the offer of the “IBA” in acceptance of the terms & conditions here in below forth.

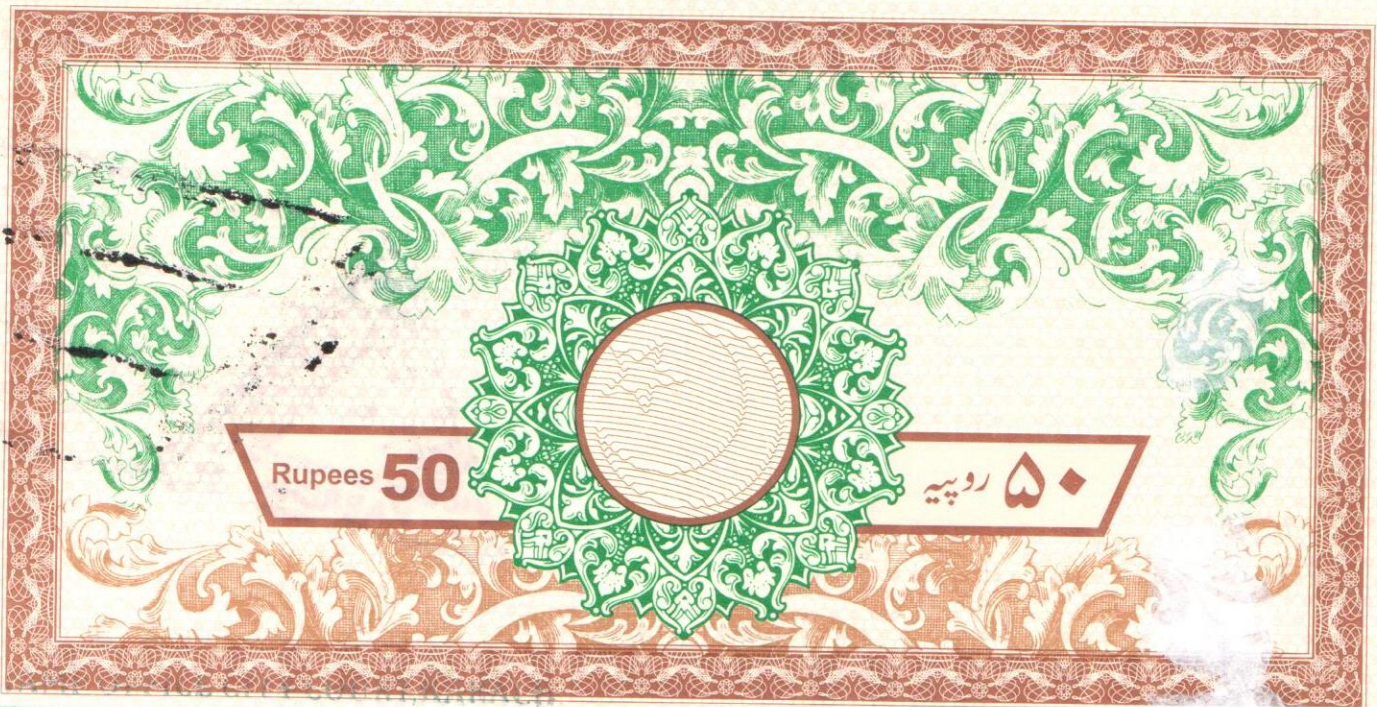
Article I:

DUTIES & SCOPE OF SUPPLY & SERVICES AND AGREEMENT

- 1.1 “THE SUPPLIER” agrees to provide Supply, Installation with Commissioning of 60KVA 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 supervision of proposed Supply, Installation with Commissioning of 60KVA UPS.
- 1.3 “THE SUPPLIER” will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 All logistic charges will be borne by “THE SUPPLIER”.
- 1.5 Delivery time must be 30th ~~July~~ ^{June} 2021 with installation from the date of Purchase Order.
- 1.6 Complete end to end Installation of the supplied UPS.
- 1.7 Commissioning of this new 60 KVA UPS and Dismantling of existing 200 KVA UPS.



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Rupees 50

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Issued to Santaj Khan Advo.CNEC/LEG No. 2761 ICBAVide D.S.R. No. 7 Dt. 12 MAR 2021On behalf of Challen No. 127 Dt. 12 MAR 2021for the purpose of 7 Dt. 12 MAR 2021Entry No. 7 Dt. 12 MAR 2021

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**Article II
PAYMENT**

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

2.2 All work e.g. Installation, AC/Dc Breaker, DC Cables, lugs, configuration and testing within the premises of IBA Karachi will be the responsibility of THE SUPPLIER.

**Article III
WARRANTY**

3.1 Comprehensive onsite 3 years warranty.

**Article IV
REMUNERATION**

4.1 The cost offered by the SUPPLIER is Rs. 1,249,999.92 (inclusive of all taxes) Supply, Installation with Commissioning of 60KVA UPS vide tender # IT/13/20-21 variation may occurred. The cost is inclusive of labor /transportation /supplies / taxes / levies / custom duties etc. Details of items are appended below;

S. #	Description	UoM	Requirement	Qty	Amount
1	Brand	UPS	Inforise - YDC 3360	1 Unit	1,068,376.00
2	Capacity	KVA	60		
3	Input	Voltage	380/400/415 (Line Voltage)		
		Voltage Range	140-300 VAC		
		Frequency	50/60 Hz \pm 6%		
4	Output	Voltage	380/400/415 (Line Voltage)		
		Frequency	40/70 Hz \pm 1%		
		Wave Form	Sine Wave		

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STAMP OFFICE CITY COURT, KARACHI

Issued to: Santaj Khan Advo.CHC/LEG No. 2767 KBAVide D.S.R. No. 7 Dt. 12 MAR 2021On behalf of Client No. 7 Dt. 12 MAR 2021for the purpose of CapacityEntry No. 6 Protection Dt. 12 MAR 2021

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12 MAR 2021

5	Battery	Without Batteries
6	Protection	Under/Over Voltage
7	Protection Phase	Spike/Surge Suppression Overload, Short Circuit Configurable for 400 or 415V 3 Phase nominal output voltage
8	Communications & Management	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
9	Warranty	3 Years Comprehensive Onsite Warranty
10	Complete Installation and Commissioning of this new 60 KVA UPS and Dismantling of existing 200 KVA UPS.	
Total		Rs. 1,068,376.00
17% GST		Rs. 181,623.92
Grand Total		Rs. 1,249,999.92

4.2 A liquidity damages at the rate of 2% per month, of the total agreed payment as per Work 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 Supply. Installation with Commissioning of 60KVA UPS to IBA.

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



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STAMP OFFICE CITY COURT KARACHI

Issued to: Kashtay Ichan Advo.

4.4 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.

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.

[Signature]

Article V ARBITRATION

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 thereof 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.

Article VI TERMINATION

6.1 "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 VII INDEMNITY

7.1 "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.





STAMP OFFICE CITY HOUSE KARACHI
 Issued to Saraj Khan Adv
 GWC/EG No. 2767/KCA
 Vide DSR No. 7 Dt. 12 MAR 2021
 On behalf of Chalan No. 27 Dt. 12 MAR 2021
 for the purpose of _____
 Entry No. 7 Dt. 12 MAR 2021

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12 MAR 2021

Article VIII NOTICE

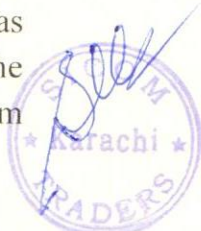
8.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article IX: SEVERABILITY

9.1 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

- 10.1 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).
- 10.2 Without limiting the generality of the forgoing the M/s Sicom Traders, 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.
- 10.3 M/s Sicom Traders, 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





STAMP OFFICE CITY COURT, KARACHI.

issued to Santaj Ichan Adv.CHIC/LEG No. 2767/ICAvide D.S.R. No. 127On behalf of Challenger 127for the purpose of 127Entry No. 127

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12 MAR 2021

prejudice to any other right and remedies available to the IBA under any law,
contact of other insurances, be stand void at the discretion of the IBA.

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

Article XI MISCELLANEOUS

- 11.1 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.
- 11.2 The validity of the contract will be effective from the date of issue of Work Order.
- 11.3 All terms and conditions of tender vide # IT/13/20-21 will be the integral part of this agreement.



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12 MAR 2021

STAMP OFFICE CITY COURT, KARACHI

Issued to Sarfaraz Khan Advo
CHC/LEG No. 2767 KBA

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

On behalf of IBA
for the purpose of Dr. 12 MAR 2021
Entry No. 27

"IBA"
NAME: Dr. Muhammad Asad Ilyas
CNIC # 42201-1872139-9

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

Address:
Registrar, Institute of Business
Administration Main Campus
University Enclave, Karachi

M/S Sicom Traders
NAME: Sharjeel Javaid
CNIC # 42201-1872139-9

Address:
104, 1st Floor, Sunny Plaza,
Hasrat Mohani Road,
Off. I.I. Chundrigar Road Karachi

3. S.F. 2/6
"IBA"
NAME: Syed Fahad Jawed
CNIC # 42201-9125136-3

Address:
Head of Procurement
Institute of Business
Administration Main Campus
University Enclave, Karachi

4. Muhammad Ilyas
M/s Sicom Traders
NAME: Muhammad Ilyas
CNIC # 42301-4422182-9

Address: 104, 1st Floor, Sunny Plaza
Hasrat Mohani Road off I.I.
Chundrigar Road Karachi.

Focal Person IBA

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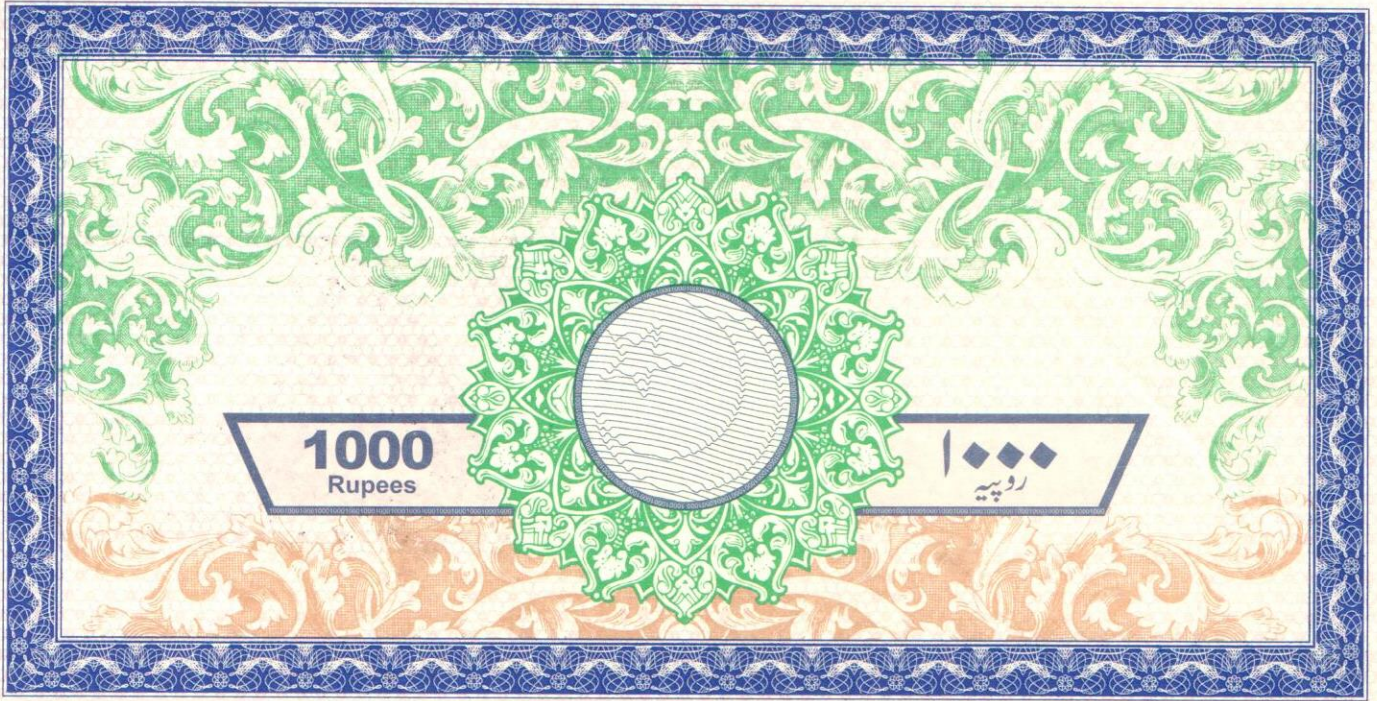
Mohammad Khurram Siddiqui Stamp Vendor
Licence # 73, Sector 6DI, Anarkali
Surgani Town, Karachi

25 MAY 2021

RUPES ONE THOUSAND ONLY

S No. Date.....
ISSUED TO WITH AMOUNTS.....
THROUGH TO WITH ADDRESSES.....
PURPOSE.....
VALUE RS..... ATTACHED.....
STAMP VENDOR'S SIGNATURE.....

A204785



RUPEES ONE THOUSAND ONLY

Muhammad Khurram Siddiqui Stamp Vendor
Licence # 73, Sector 6Di, Anarkali
Surgani Town, Karachi

25 MAY 2007

S No. 22785
ISSUED TO WITH ADDRESSES Syed
THROUGH TO WITH ADDRESSES Syed
PURPOSE 1000
VALUE RS. 1000 ATTACHED
STAMP VENDOR'S SIGNATURE

A204784



1000
Rupees

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RUPEES ONE THOUSAND ONLY

Mohammad Khurram Siddiqui Stamp Vendor
Licence # 73, Sector 6DI, Anarkali
Surgani Town, Karachi

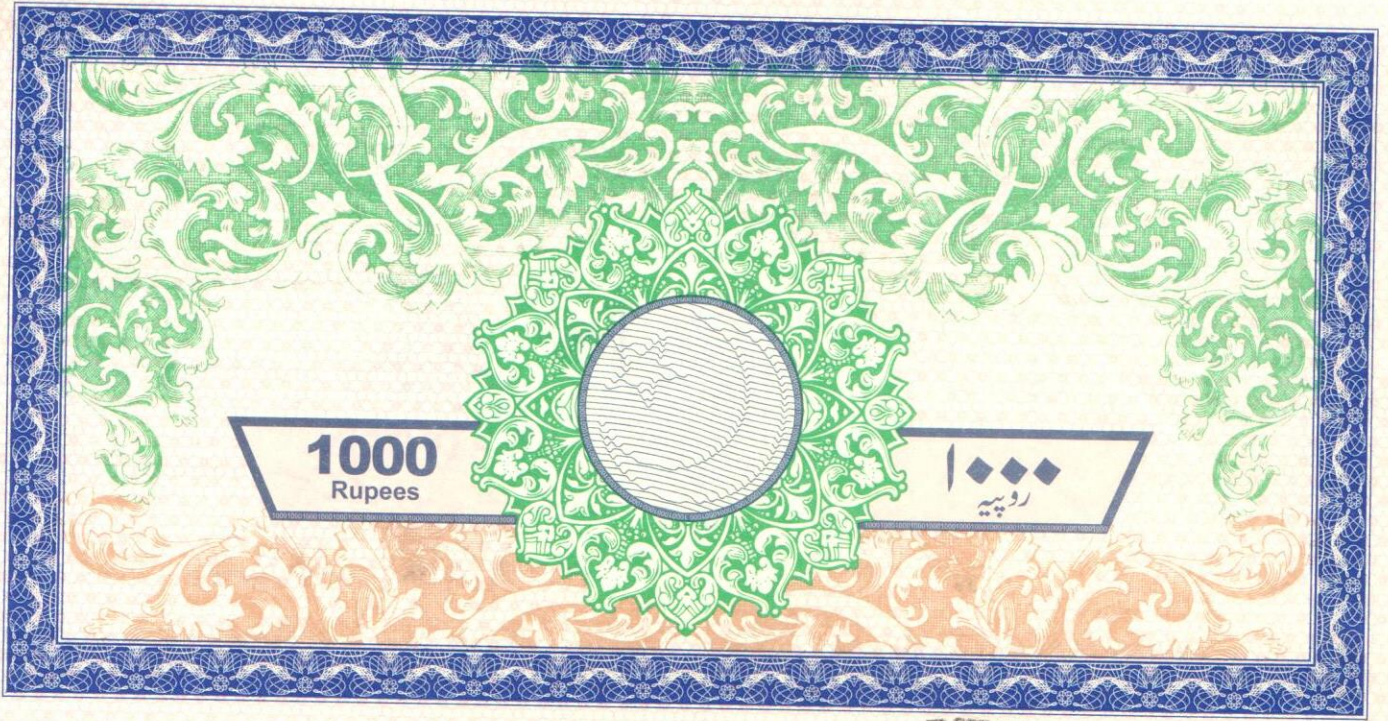
25 MAY 2021

S No. Date.....
ISSUED TO WITH ADDRESSES.....
THROUGH TO WITH ADDRESSES.....
PURPOSE.....
VALUE RS. 1000/- ATTACHED.....
STAMP VENDOR SIGNATURE.....

2274 Syceam

1000/-

A204783



Mohammad Khurram Siddiqui Stamp Vendor
Licence # 73, Sector 6DI, Anarkali
Surgani Town, Karachi

25 MAY 2021

RUPEES ONE THOUSAND ONLY

S No. Date.....
ISSUED TO WITH ADDRESSES.....
THROUGH TO WITH ADDRESSES.....
PURPOSE.....
VALUE RS..... ATTACHED.....
STAMP VENDOR'S SIGNATURE.....