

SGHAR ALI STAMP VENDOR
 Licence No. 16, Seat No. 58 City Court Karachi
 No. 8083 DATE 21 AUG 2019
 ISSUED TO Mr. Hashim ADDRESS Karo Pasha
 THROUGH WITH ADDRESS 2000 G-19
 PURPOSE
 VALUE RS (ATTESTED)
 SELLER VENDOR'S SIGNATURE

OFFICE SUPERINTENDENT
 Stamp Office, City Court
 Karachi
 RUPEES FIFTY ONLY
 21 AUG 2019

AGREEMENT

Provision of Split ACs

THIS AGREEMENT is executed at KARACHI, on this day October 29, 2019.

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 Shaheer Traders, having its **Office # 5-E, 23/9, Nazimabad, Karachi**, hereinafter referred to as "**SUPPLIER**" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor **Mr. Mohsin Saeed**, holding CNIC No. 42101-1441797-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision of Split ACs vide tender # ME/06/19-20 for the Provision of Split ACs (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision of Split ACs" and "THE SUPPLIER" have offered to render all kind of Provision of Split ACs (including but not limited to the "Provision of Split ACs" of the proposed supply 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 Split ACs" discussions in respect of the same with "IBA" before the determination of Scope of Provision of Split ACs. "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 SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Provision of Split ACs", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Provision of Split ACs to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their supply with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision of Split ACs.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 "THE SUPPLIER" is responsible for the safety of all its activities including protection of the environment on and off the site in accordance to the best international practices.
- 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 to Provision of Split ACs in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 Delivery on or before November 29, 2019.
- 2.4 All staff must have CNIC and clearly mentioned to discourage supply through child labor.
- 2.5 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # ME/06/19-20

Article III

REMUNERATION

- 3.1 The cost offered by the Supplier is Rs.3,193,983.00 (inclusive of all taxes) Provision of Split ACs vide tender # ME/06/19-20 variation may occurred. The cost is inclusive of labor / transportation / supplies / etc. Details of items are appended below;

S.#	Specification	Qty	M/s Shaheer Traders	
			Rate	Amount
1	Supply of Split AC Wall Mounted I.5 Tons for Facilities Management Technical Features: <ul style="list-style-type: none">• Multi Fan Speeds and Wide Angel Louvers. 18000 BTU 1.5 ton).• Comfortable Sleeping Mode.• Washable Air Purify Filters.• Low Voltage Start Up.• Golden Fin Condenser.	02 units	48,700.00	97,400.00

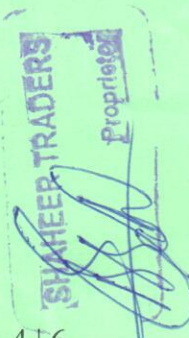
	<ul style="list-style-type: none"> • Memory Function and Automatic Operation • Warranty (Authorized Warranty Support) • Without Inverter 220V/50HZ <p>Warranty: 1 Year Parts & 5 Years Compressor Brand: Kenwood Model: KEI-18338</p>			
2	<p>Supply of Split AC Wall Mounted 1.5 Tons For Adamjee Bldg. Main Campus</p> <p>Features:</p> <ul style="list-style-type: none"> • Multi Fan Speeds and Wide Angel Louvers. 18000 BTU 1.5 ton). • Comfortable Sleeping Mode. • Washable Air Purify Filters. • Low Voltage Start Up. • Golden Fin Condenser. <ul style="list-style-type: none"> • Multi Fan Speeds and Wide Angel Louvers. 18000 BTU 1.5 ton). • Comfortable Sleeping Mode. • Washable Air Purify Filters. • Low Voltage Start Up. • Golden Fin Condenser. • Memory Function and Automatic Operation • Warranty (Authorized Warranty Support) • Without Inverter. 220V/50HZ <p>Warranty: 1 Year Parts & 5 Years Compressor Brand: Kenwood Model: KEI-18338</p>	05 units	48,700.00	243,500.00
3	<p>Supply of Split AC Wall Mounted 2 Tons For City Campus Toufeeq Chinoy Bldg</p> <ul style="list-style-type: none"> • Low Voltage Start Up (150 V) • Supply 220V 50Hz • Golden Fin Condenser • Six Health Filters or more • Powerful & Tropical Compressor • Multi Fan Speeds • Memory Function • Automatic Drying Operation • On Off Timer • Removable Washable Panel • Specifications: • 2.0 ton (24000 BTU) Heat & Cool Reversible Energy Efficient Integrated Design • U-Type Inner Groove Copper Pipe • Efficient & Quiet Design • Turbo Cooling, Heating Conventional Technology. <p>Warranty: 1 Year Parts & 3 Years Compressor Brand: Kenwood Model: KEI-24336</p>	16 units	76,900.00	1,230,400.00
4	<p>Supply of Split AC Wall Mounted 1.5 Tons For NBP Technology Center</p> <p>Features:</p> <ul style="list-style-type: none"> • Multi Fan Speeds and Wide Angel Louvers. 18000 BTU 1.5 ton). • Comfortable Sleeping Mode. • Washable Air Purify Filters. 	08 units	48,700.00	389,600.00

	<ul style="list-style-type: none"> • Low Voltage Start Up. • Golden Fin Condenser. • Memory Function and Automatic Operation • Warranty (Authorized Warranty Support) • Without Inverter. 220V/50HZ Warranty: 1 Year Parts & 5 Years Compressor Brand: Kenwood Model: KEI-18338			
5	Supply of Split AC Wall Mounted 2 Tons For NBP Technology Center <ul style="list-style-type: none"> • Low Voltage Start Up (150 V) • Supply 220V 50Hz • Golden Fin Condenser • Six Health Filters or more • Powerful & Tropical Compressor • Multi Fan Speeds • Memory Function • Automatic Drying Operation • On Off Timer • Removable Washable Panel • Specifications: • 2.0 ton (24000 BTU) Heat & Cool Reversible Energy Efficient Integrated Design <ul style="list-style-type: none"> • U-Type Inner Groove Copper Pipe • Efficient & Quiet Design • Turbo Cooling, Heating Conventional Technology. Warranty: 1 Year Parts & 5 Years Compressor Brand: Kenwood Model: KEI-24338	10 units	76,900.00	769,000.00
Total			Rs. 2,729,900.00	
17% GST (if applicable)			Rs. 464,083.00	
Total Amount			Rs. 3,193,983.00	

- 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 30 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 Split ACs.
- 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 / purchase order will be deposited in Government treasury by the SUPPLIER. This paid Stamp papers 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 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 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 30 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 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 Shaheer 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.
- 8.3 M/s Shaheer 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 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 Shaheer 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 Shaheer Traders, as aforesaid for the purpose of obtaining or inducing procurement or other obligation or benefit in whatsoever from the IBA.

Article IX:
WARRANTY

- 9.1 Compressor 03 years & Parts 03 year warranty must be provided by the M/s Shaheer Traders

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 by 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/06/19-20 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.

"IBA"
NAME: Aamer Shahbbir
Wing Commander (Retd)
General Manager Administration (IBA),
Institute of Business Administration (IBA),
Karachi, Pakistan

Address:

G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi

M/s Shaheer Traders
NAME: Mohsin Saeed

CNIC # 42101-1441792-9

Address:

5-E, 23/9, Nazimabad
Karachi

WITNESS:

1. M. Sohail Khan
NAME: M. Sohail Khan
Sr. Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan

Address:

Sr. Manager Purchase & Stores
Institute of Business
Administration Main Campus
University Road, Karachi

2. Saeed Ahmed
NAME: Saeed Ahmed
CNIC # 42101-2980993-9

Address: Nazimabad Karachi

3. Rehan Hussain
Senior Manager Operations & Maintenance

CNIC # 42201-8419216-9

Address: _____

4. Mubashir Saeed
NAME: Mubashir Saeed
CNIC # 42101-1397842-9
Address: Nazimabad Karachi