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26/10/2020

MUKHTAR ALI STAMP VENDOR
 Licence # 22, Shop # 60, Opp. Site Market
 Opp. NADRA Office, S.I.T.E., Karachi.
 S.No. 7736 DATE.....
 ISSUED WITH ADDRESS **S. Shahid Ali**
 THROUGH WITH ADDRESS **Advocate Leg. No. 833**
 PURPOSE.....
 VALUE RS..... (ATTACHED).....
 STAMP VENDOR'S SIGNATURE.....
 This Stamp paper is not valid for Divorce and Free Will purpose

28 OCT 2020

RUPEES 50 ONLY

AGREEMENT

Supply of Maintenance Free Batteries

THIS AGREEMENT is executed at KARACHI, on this day November 20, 2020.

BETWEEN

M/s Institute of Business Administration, through its Acting, Head of ICT, 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 Vorson (Pvt) Ltd, having its office at # 173-W, Block-2, P.E.C.H.S. 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. Younus Mohiuddin**, holding CNIC No. 42201-0568072-7 on the SECOND PART.

WHEREAS "IBA" intends to obtain Supply of Maintenance Free Batteries vide tender # IT/02/20-21 for (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Supply of Maintenance Free Batteries" and "THE SUPPLIER" have offered to render all kind of Supply of Maintenance Free Batteries (including but not limited to the "Supply of Maintenance Free Batteries" 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:

WITNESSETH

“IBA” hereby offer to appoint “THE SUPPLIER” as their official for the specific purpose of “Supply of Maintenance Free Batteries” discussions in respect of the same with “IBA” before the determination of Scope of Supply of Maintenance Free Batteries. “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 “Supply of Maintenance Free Batteries”, 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 Supply of Maintenance Free Batteries 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 Acting, Head of ICT of the “IBA” who will assist “THE SUPPLIER” in supervision of proposed Supply of Maintenance Free Batteries.
- 1.4 “THE SUPPLIER” will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of contractor. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by “THE SUPPLIER”.

Article II
SCOPE OF PROFESSIONAL SERVICES:

- 2.1 “THE SUPPLIER” hereby agree and acknowledge to Supply of Maintenance Free Batteries 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 Delivery on or before December 25, 2020.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work 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 # IT/02/20-21

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs.743,184.00 (inclusive of all taxes) Supply of Maintenance Free Batteries vide tender # IT/02/20-21 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

S.#	Specification	Qty	Rate	Amount
1	Technology: VRLA Type : Dry, Maintenance free Volt : 12 V Capacity: 65 AH Use : UPS Charging time : 4 to 6 hours Shelf Life within 6 months Longevity / Design Life : 5 Years Operating Temperature: 20 – 40 Degree Centigrade Replacement Warranty : 3 Years Brand: Vision	40	15,880.00	635,200.00
Total			Rs. 635,200.00	
17% GST			Rs. 107,984.00	
Grand Total			Rs. 743,184.00	

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 Supply of Maintenance Free Batteries.

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 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 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 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:
WARRANTY

- 7.1 M/s Vorson (Pvt) Ltd should provide onsite comprehensive replacement warranty period of 3 years, including replacement of the Batteries without any additional cost, starting from the date of supply of UPS Batteries.
- 7.2 The replacement would be provided within 24 hours of reporting the fault.

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:
INTEGRITY PACT

- 9.1 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).
- 9.2 Without limiting the generality of the forgoing the M/s Vorson (Pvt) Ltd, 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.
- 9.3 M/s Vorson (Pvt) Ltd, 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.
- 9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Vorson (Pvt) Ltd, 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 Vorson (Pvt) Ltd as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

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 work 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 All terms and conditions of tender vide # IT/02/20-21 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.

"IBA"
NAME: Syed Wajeeh Zaidi

CNIC # _____
Address: _____

Head of ICT (Acting), Institute of Business
Administration Main Campus
University Road, Karachi

WITNESS:

1. _____
Syed Fahad Jawed

CNIC # 42201-912136-3
Address: _____
Head of Procurement
Institute of Business
Administration Main Campus
University Road, Karachi

Focal Person IBA

Mr. Wajeeh Zaidi

M/s Vorson (Pvt) Ltd
NAME: Younus Mohiuddin

CNIC # 42201-0568072-7
Address: 173-W, Block 2, P.E.C.H.S.,
Karachi

2. _____
M/s Vorson (Pvt) Ltd
NAME: ABDUL WAHAB
CNIC # 422012-534180-9
Address: PLOT NO# 25, MANGOPHIR ROAD,
S.I. TE, KARACHI

