

NBP-1862-2312260003771246

GoS-KHI-4846F6EDFECF32F6

**Non-Judicial****Rs 4,165/-**

Description	: Contract - 15(a)
Principal	: Institute of Business Administration [27024407]
Contractor	: Shirazi Trading Co. (Pvt) Ltd. [07121300]
Applicant	: Muhammad Iqbal [42201-1173220-3]
Stamp Duty Paid by	: Shirazi Trading Co. (Pvt) Ltd. [07121300]
Issue Date	: 26-Dec-2023, 10:49:09 AM
Paid Through Challan	: 20234A78235B65D3
Amount in Words	: Four Thousand One Hundred and Sixty Five Rupees Only

Please Write Below This Line

**AGREEMENT****Provide and Supply Color Printers**

THIS AGREEMENT is executed in KARACHI, on December 13, 2023

**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. Shirazi Trading Company (Pvt.) Limited**, having its office at **2nd Floor, Nadir House, I.I. Chundrigar Road, Karachi**, hereinafter referred to as THE SUPPLIER (which expression shall wherever the context so permits are deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr. Muhammad Arman Khan** holding CNIC No. 42401-3615613-3 on the SECOND PART.

**WHEREAS** IBA intends to obtain a Supply of Color Printers vide tender # IT/12/23-24 up to the entire satisfaction & handing over the material(s) to the IBA having accepted the offer in a finished form complete in all respect.

Provide &amp; Supply Color Printers vide tender # IT/09/23-24

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

**WITNESSETH**

IBA hereby offers to appoint THE SUPPLIER as their supplier for the specific purpose of "Provide and Supply Color Printers" vide tender # IT/12/23-24. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms & conditions herein below forth.

**Article I:**

**SCOPE OF SUPPLY**

- 1.1 THE SUPPLIER agrees to Provide and Supply Color Printers to IBA whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 THE SUPPLIER will coordinate with the Head of Procurement of the IBA who will assist THE SUPPLIER in the supervision of the proposed Provide, Supply & installation of Color Printers.
- 1.3 THE SUPPLIER will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with a prior appointment.
- 1.4 All logistic charges will be borne by THE SUPPLIER.
- 1.5 All items in full quantity should be delivered on or before March 6, 2024.
- 1.6 THE SUPPLIER bound to all defective items shall be replaced with the new and same brand
- 1.7 Any material that becomes faulty, will be replaced by THE SUPPLIER.

**Article II**

**PAYMENT**

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

**Article III**

**WARRANTY**

- 3.1 One-year verifiable and comprehensive (with parts & labour) onsite warranty.





**Article IV**  
**REMUNERATION**

- 4.1 The cost offered by THE SUPPLIER is Rs. 1,190,000/- (inclusive of all taxes) to Provide and Supply Color Printers vide tender # IT/12/23-24 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/customs duties etc. Details of items are appended below:

Sr #	Item Specifications	Qty	Rate	Total Amount
1.	<b>Provide and Supply Printer</b> <u>Paper trays:</u> 2 <u>Functions:</u> Colour Print <u>Print Speed:</u> Up to 26 ppm <u>First page out (ready):</u> 16 sec (black), 17 sec (color) <u>Resolution:</u> Up to 600 x 600 dpi <u>Monthly duty cycle:</u> Up to 75,000 pages <u>Recommended monthly page volume:</u> 1500 to 5000 <u>Print Technology:</u> Laser <u>Display:</u> 5-line LCD <u>Processor speed:</u> 540 MHz <u>Connectivity, standard:</u> 1 Hi-Speed USB 2.0; 1 Fast Ethernet 10/100 Base-T <u>Network ready:</u> Standard (built-in Ethernet) <u>Ports:</u> 1 Hi-Speed USB 2.0; 1 Fast Ethernet <u>Memory:</u> 512 MB <u>Paper handling input, standard:</u> 100-sheet multi-purpose tray, 250-sheet input tray 2, automatic two-sided printing <u>Paper handling output, standard:</u> 250-sheet output bin <u>Duplex printing:</u> Automatic (standard) <u>Finished output handling:</u> Sheetfed <u>Media sizes supported:</u> Tray 1: Letter, legal, executive, 11x17, 12x18, 4x6, 5x8, 8.5x13, envelopes (No. 10, Monarch), custom: 3 x 5 to 12.6 x 18 in, A3, A4, A5, A6, RA3, SRA3, B4, B5, 8k, 16k, 10x15 cm, postcards (JIS single and double); envelopes (DL, C5, B5); custom: 76 x 127 to 320 x 457 mm; Tray 2: letter, legal, executive, 11x17, 8.5x13, custom: 5.8" x 7.2" to 11.7" x 17"; A3, A4, A5, B4, B5, 8k, 16k, double postcard; custom: 148 x 182 to 297 x 432 mm; <u>Media sizes, custom:</u> Tray 1: 3" x 5" to 12.6" x 18"; 250-sheet input Tray 2: 5.8" x 7.2" to 11.7" x 17" <u>Media types:</u> Paper (bond, brochure, colored, glossy, letterhead, photo, plain, preprinted, pre-punched, recycled, rough); cardstock; glossy film; transparencies; labels; envelopes <u>Brand:</u> Canon <u>Model:</u> LBP840Cdn <u>Warranty:</u> One-year verifiable and comprehensive (with parts & labour)	1	470,254.00	470,254.00
2.	<b>Provide and Supply Printer</b> <u>Paper trays:</u> 3 <u>Functions:</u> Colour Print <u>Print Speed:</u> Up to 26 ppm <u>First page out (ready):</u> 16 sec (black), 17 sec (color) <u>Resolution:</u> Up to 600 x 600 dpi <u>Monthly duty cycle:</u> Up to 75,000 pages <u>Recommended monthly page volume:</u> 1500 to 5000 <u>Print Technology:</u> Laser	1	538,220.00	538,220.00





<p><u>Display:</u> 5-line LCD</p> <p><u>Processor speed:</u> 540 MHz</p> <p><u>Connectivity, standard:</u> 1 Hi-Speed USB 2.0; 1 Fast Ethernet 10/100 Base-T</p> <p><u>Network ready:</u> Standard (built-in Ethernet)</p> <p><u>Ports:</u> 1 Hi-Speed USB 2.0; 1 Fast Ethernet</p> <p><u>Memory:</u> 512 MB</p> <p><u>Paper handling input, standard:</u> 100-sheet multi-purpose tray, 250-sheet input tray 2, 250-sheet input tray 3, automatic two-sided printing</p> <p><u>Paper handling output, standard:</u> 250-sheet output bin</p> <p><u>Duplex printing:</u> Automatic (standard)</p> <p><u>Finished output handling:</u> Sheetfed</p> <p><u>Media sizes supported:</u> Tray 1: Letter, legal, executive, 11x17, 12x18, 4x6, 5x8, 8.5x13, envelopes (No. 10, Monarch), custom: 3" x 5" to 12.6" x 18", Tray 2: letter, legal, executive, 11" x 17", 8.5" x 13", custom: 5.8" x 7.2" to 11.7" x 17", Tray 3: letter, legal, executive, 11" x 17", 8.5" x 13", custom: 5.8" x 8.3" to 11.7" x 17"</p> <p><u>Media sizes supported:</u> Tray 1: A3, A4, A5, A6, RA3, SRA3, B4, B5, 8k, 16k, 10x15 cm, post cards (JIS single and double); envelopes (DL, C5, B5); custom: 76 x 127 to 320 x 457 mm; Tray 2: A3, A4, A5, B4, B5, 8k, 16k, double postcard; custom: 148 x 182 to 297 x 432 mm; Tray 3: A3, A4, B4, B5, 8k, 16k, double postcard; custom: 148 x 210 to 297 x 432 mm</p> <p><u>Media sizes, custom:</u> Tray 1: 3 x 5 to 12.6 x 18 in; 250-sheet input Tray 2: 5.8 x 7.2 to 11.7 x 17 in; Tray 3: 5.8 x 8.3 to 11.7 x 17 in</p> <p><u>Media types:</u> Paper (bond, brochure, colored, glossy, letterhead, photo, plain, preprinted, pre-punched, recycled, rough); cardstock; glossy film; transparencies; labels; envelopes</p> <p><u>Brand:</u> Canon</p> <p><u>Model:</u> LBP840Cdn</p> <p><u>Warranty:</u> One-year verifiable and comprehensive (with parts &amp; labour)</p>			
Total			1,008,474.00
18% GST			181,525.50
Grand Total			1,190,000.00





- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed-on as per the Purchase 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 has to deliver the required equipment to IBA.
- 4.3 Performance Security 5% of the total amount of the Purchase Order will be provided by THE SUPPLIER.
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the 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.

#### **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 hereof 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, of 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 any time after issuing a 15-day 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, costs 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 SUPPLIER which disturbs or damage the reputation, quality or the standard of services provided by IBA and any person claiming through the IBA.

#### **Article VIII**

##### **NOTICE**

- 8.1 Any notice under this AGREEMENT shall be sufficient if it is in writing and 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 is 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. Shirazi Trading Company (Pvt.) Limited 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. Shirazi Trading Company (Pvt.) Limited 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 the 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 instruments, stand void at the discretion of the IBA.
- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Shirazi Trading Company (Pvt.) Limited 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. Shirazi Trading Company (Pvt.) Limited, 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 being correct and abide by the same.
- 11.2 The validity of the contract will be effective from the date of issue of the Purchase Order.
- 11.3 All terms and conditions of tender vide # IT/12/23-24 will be an integral part of this agreement.





**Dr Mohammad Asad Ilyas**  
Registrar

Former Chairman Accounting & Law Department  
Institute of Business Administration (IBA)  
Karachi, Pakistan

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

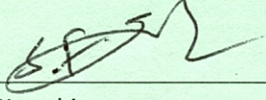
IBA, Karachi  
Dr. Muhammad Asad Ilyas  
Registrar  
CNIC # 42301-4497722-9

Address:  
Institute of Business Administration  
Main Campus, University Road, Karachi

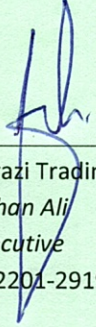
M/s. Shirazi Trading Company (Pvt.) Limited  
Muhammad Arman Khan  
Zonal Manager South  
CNIC # 42401-3615613-3

Address:  
2<sup>nd</sup> Floor, Nadir House, I.I. Chundrigar  
Road, Karachi

**WITNESS:**

1.   
IBA, Karachi  
Syed Fahad Jawed  
Head of Procurement  
CNIC # 42201-9125136-6

Address:  
Institute of Business Administration  
Main Campus, University Road, Karachi

2.   
M/s. Shirazi Trading Company (Pvt.) Limited  
Syed Farhan Ali  
Sales Executive  
CNIC # 42201-29194707

Address:  
2<sup>nd</sup> Floor, Nadir House, I.I. Chundrigar  
Road, Karachi

Focal Person IBA

Mr. Mansoor Ali