

Rs. Ten Thousand Only

19 NOV 2021

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Ex Officio Vendedor

Supply of Maintenance Free Batteries

BETWEEN

AND

WHEREAS "IBA" intends to obtain Supply of Maintenance Free Batteries vide tender # IT/05/21-22 for the Supply of Maintenance Free Batteries (IBA requirement) discussions in respect of the same before the determination of the scope of work 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 a finished form complete in all respect.

Cont...p/2


STAMP OFFICE CITY COURT, KARACHI

Issued to: [Signature]
 CNIC/LEI No: [Signature]
 Vide D.S.R. No. 01 Dt. 19/11/21
 On behalf of Chellan No. 16 Dt. 19/11/21
 for the purpose of [Signature]
 Entry No. 01 Dt. 19/11/21

19 NOV 2021
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NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

[Signature] Vendor

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Supply of Maintenance Free Batteries" discussions in respect of the same with "IBA" before the determination of Supply of Maintenance Free Batteries to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Supply of Maintenance Free Batteries. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

Article I:

DUTIES & SCOPE OF SUPPLY & SERVICES AND AGREEMENT

- 1.1 "THE SUPPLIER" agrees to provide Supply of Maintenance Free Batteries 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 the supervision of the proposed Supply of Maintenance Free Batteries.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 Manufacturing date not exceed more than 06 months.
- 1.5 "THE SUPPLIER" should liable to conduct battery drain test to verify required backup time on predefined KW load.

Example: 30KW UPS with 40*40Ah battery should run 15 mints with full load (30KW)

⇒ $(30 \times 1000 / 40 \times 6) = 125W/C \Rightarrow 15 \text{ minutes battery backup}$

20KW ups with 40*40Ah battery should run 30 mints with 20KW load.

⇒ $(20 \times 1000 / 40 \times 6) = 83.3W/C \Rightarrow 30 \text{ minutes battery backup}$

Cont...p/3


STAMP OFFICE CITY COURT, KARACHI

Issued to: [Signature]
 CNIC/LEG No: [Signature]
 Vide D/S R. No: 01 Dt: 19/11/21
 On behalf of Challen No: 06 Dt: 19/11/21
 for the purpose of: [Signature]
 Entry No: 01 Dt: 19/11/21

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 Discharge Constant Power (Watts at 77°F/25°C)

1.60V	236	163	127	83.2	62.2	50.9	28.0	21.5	14.0
1.65V	220	157	124	81.8	61.0	50.2	27.6	21.2	13.8
1.70V	204	150	121	79.3	59.8	49.3	27.1	20.8	13.6
1.75V	186	143	117	76.8	58.6	48.5	26.7	20.5	13.4
1.80V	177	135	115	74.3	57.4	47.7	26.3	20.1	13.3

- 1.6 All logistic charges will be borne by "THE SUPPLIER".
- 1.7 Resistive Load arrangement will be at battery supplier end.
- 1.8 Delivery time must be within 60 days from the date of the Purchase Order.

Article II
PAYMENT

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

Article III
WARRANTY

- 3.1 Comprehensive onsite 3 years replacement warranty.

Article IV
REMUNERATION

- 4.1 The cost offered by the SUPPLIER is Rs. 4,001,400.00 (inclusive of all taxes) Supply of Maintenance Free Batteries vide tender # IT/05/21-22 variation may occurred. The cost is inclusive of labor/transportation/supplies/ taxes / levies / custom duties etc. Details of items are appended below;

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MUHAMMAD ADEEL ALVI STAMP VENDOR
Licence No. 143 High Court Of Sindh
Karachi

19 NOV 2021

RUPEES FIFTY ONLY

S.No. 33720 Date

Issued to with Address

Through with Address TAHIR SIDDIQUI

Purpose Advocate

Value Rs 51260/-

Stamp Number Signature

S.#	Specification	Qty	Rate	Amount
1	Maintenance Free Battery for UPS Technology: VRLA Type: Dry, Volt: 12 V Capacity: 40 AH Charging time: 4 to 6 hours Shelf Life within 6 months Longevity/Design Life: At least five years Replacement warranty: Three years Operating Temperature: 20~40 °C Brand: Vision Model: CP12400F-X	120	28,500.00	3,420,000.00
			17% GST	581,400.00
			Grand Total	4,001,400.00

- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed on 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 of Maintenance Free Batteries to IBA.
- 4.3 Performance Security 5% of the total amount of Work Order will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of 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 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.

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. Dewmak Energy (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.
- 10.3 M/s. Dewmak Energy (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 instruments, be stand void at the discretion of the IBA.

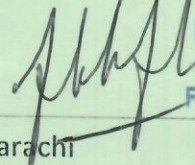
- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Dewmak Energy (Pvt.) Ltd agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s. Dewmak Energy (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 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 the Purchase Order.
- 11.3 All terms and conditions of tender vide # IT/05/21-22 will be an integral part of this agreement.

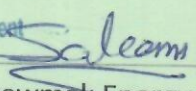
IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.


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

IBA, Karachi

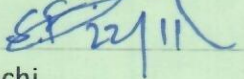
Name: Dr. Muhammad Asad Ilyas
CNIC # _____

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



M/s. Dewmak Energy (Pvt.) Ltd
Name: Muhammad Saleem Diwan
CNIC # 42301-8821861-9

Address:
Suite # 204, Pak Avenue, 24-A, PECHS,
Block-6, Main Shahrah-e-Faisal, Karachi

WITNESS:

1. 
IBA, Karachi
Name: Syed Fahad Jawed
CNIC # 42201-9125136-3

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

2. 
M/s. Dewmak Energy (Pvt.) Ltd
Name: SHAKEEL YOUNUS
CNIC # 42201-6793611-1

Address:
Suite # 204, Pak Avenue, 24-A, PECHS,
Block-6, Main Shahrah-e-Faisal, Karachi

Focal Person IBA Mr. Mansoor Ali