



SYED NISAR AHMED STAMP VENDOR
L No 78, Room, # 11, 2nd Floor, Nizamia Market,
Dense Hall, Saddar Town, Karachi.

01 NOV 2019



SR No. 7073 Date: 01 NOV 2019
Issued to with Address: SYED NISAR AHMED KHAN
Through with Address: ADVOCATE
Purpose: LED # 15113-L.C
Value Rs. 50 /- Attached: Stamp Vendor Signature: [Signature]
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CONTRACT BETWEEN SHC AND SUPPLIER FOR SUPPLY OF PHOTOSTAT PAPERS

This Deed of Agreement is made and entered into on 04th day of November 2019

BETWEEN

Sindh High Court Establishment through its Registrar having its Office at High Court of Sindh, Saddar, Karachi, (here in after called SHC which term shall include its successors and assigns) on the **One Part**.

AND

M/s. Times Business having its office at Shop no 10, Ground Floor, State Life Building No 04 New Chali, Shahrah-e-Liaquat, Karachi-74000 (here in after called SUPPLIER which term shall include successors and assigns) on the **Other Part**.

And whereas SHC desires to purchase Photostat Papers (F4A Legal Size 70gsm) for one financial year (till 31st May, 2020) as per specifications/ requirements, terms & conditions mentioned in tender document and approved bid evaluation report.

And whereas SUPPLIER expresses his desire to provide the same as per specifications/ requirements, terms & conditions mentioned in tender document and approved bid evaluation report.

And whereas Supplier has represented that it is a professional and has the technical expertise, experience and resources to provide the goods as per specifications/ requirements, mentioned in tender documents.

Whereas on the basis of the Supplier's representations, SHC has agreed to purchase the same, in accordance with the terms and conditions tender document and this Agreement.

[Handwritten signature]

Now, therefore in consideration of the mutual promises and obligations set out in this Agreement, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Now this deed of agreement witness the terms and conditions as follows :

1. That the Agreement shall come into force immediately and shall remain valid until 31st May, 2020 or cancelled by SHC.
2. Delivery shall be made as per following schedule:-

S.No	Date of Delivery	Percentage of annual required quantity (5000 reams)	Date of Submission of Bills
1	On or before 15 th November, 2019	10%	On or before 18 th November, 2019
2	On or before 15 th December, 2019	10%	On or before 18 th December, 2019
3	On or before 15 th January, 2020	10%	On or before 18 th January, 2020
4	On or before 15 th February, 2020	10%	On or before 18 th February, 2020
5	On or before 15 th March, 2020	10%	On or before 18 th March, 2020
6	On or before 1 st April, 2020	50%	On or before 4 th April, 2020



3. That the quality and quantity of the materials shall be as per specification/ requirements mentioned in tender document.
4. That the delivery of the materials shall be made by SUPPLIER at their own cost, management and responsibility as per tender document.
5. That SUPPLIER shall be fully responsible for delivery of the materials in good condition at the Stores of SHC through delivery dockets in triplicate.
6. That Representatives of SHC i.e. Assistant Registrar, Resident-II and Store Supervisor shall inspect the goods and reserves the right to reject any goods if the representative(s) considers those to be inferior quality to the approved samples.
7. That the goods rejected by the representative(s) of SHC shall be replaced by SUPPLIER and SUPPLIER shall bear all risks/costs of the materials rejected by SHC.
8. That the cost of supply of materials will be (662.688). Rate shall remain valid for one financial year i.e. till 31st May, 2020.
9. That SHC reserves the right to change the quantity of items as per availability of budget and rules.
10. That SUPPLIER shall not without the consent in writing of SHC assign or sub-let the contract or any part thereof, or make any agreement with any person/company for the execution of any portion of the supply. In this regard consent by SHC will not relieve SUPPLIER from full and entire responsibility for this Agreement.
11. That SUPPLIER shall indemnify SHC in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them i.e., SUPPLIER.

[Handwritten signature]

12. That cost of transportation, or any other incidental charges, if required in connection of the delivery of goods shall be borne by SUPPLIER, as per rules.
13. That bills submitted by SUPPLIER shall be forwarded to A.G Sindh by SHC. SUPPLIER shall be responsible to submit copies of relevant documents along with bill in coordination with Office of Budget Branch of SHC.
14. That all taxes shall be deducted by the Office of A.G Sindh and its decision shall be final.
15. That all government taxes shall be applicable as per rules.
16. That Bid Security shall be released after submission of Performance Security of 5% of contract price.
17. That if SUPPLIER fails to deliver the materials as per agreed Schedule, penalty will be imposed by SHC at the rate of (1%) of total contract value for each day of delay.
18. That the terms of this Agreement shall be GOVERNED by the Laws of the Land.
19. The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or a default under, this Agreement insofar as the inability arises from an event of Force Majeure, provided that the Party affected by that event has taken reasonable precautions, due care and attempted to put in place reasonable alternative arrangements all with the objective of carrying out the terms of this Agreement.
20. That In the event of any question or difference or dispute whatsoever arising between the Parties under or in connection with this Agreement or any provision herein contained or its constructions hereof, or as to any matter in any way connected therewith or arising therefrom which cannot be resolved amicably shall be referred to arbitration and finally settled by three arbitrators, one to be appointed by each party and the third by the two appointed arbitrators, in accordance with the Arbitration Act, 1940. The language of arbitration shall be English and the venue of the arbitration shall be Karachi. The decision of the arbitrators shall be final and binding on the Parties who shall give full effect thereto. Any judgment may be entered upon the award in any competent court having jurisdiction.



IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by their respective, fully authorized representatives as of the date first written above.

REGISTRAR, HIGH COURT OF SINDH

SIGNATURE & OFFICIAL STAMP
STAMP

**REGISTRAR
HIGH COURT OF SINDH
KARACHI**

WITNESS:

NAME: FAIZ ALAM, I/C: A.R (RESIDENT-II)

SIGNATURE & OFFICIAL STAMP
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NAME: AFTAB AHMED, I/C: A.R (BUDGET)
SIGNATURE & OFFICIAL STAMP

M/S. TIMES BUSINESS AIDS

Usama Aibani
(Manager)

SIGNATURE & OFFICIAL



42201-2023088-5



**ATTESTED
GHULAM HABIB
B.A.L.L.B. (Advocate)
NOTARY PUBLIC
CITY COURT
KARACHI PAKISTAN**

Y. Zuber 4214-8873 282-9
Mr. Yasir Zuberi

SIGNATURE & OFFICIAL