



**M. ILYAS STAMP VENDOR**

Lic No.112, Liaquatabad, Karachi.

S.No.

DATE:

**24606**

ISSUE TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE

VALUE RS: (ATTESTED)

STAMP VENDOR'S SIGNATURE

03 DEC 2015

**M. SEEM SHEIKH**  
**ADVOCATE**

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day Dec 14, 2015.

### 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 S. I. Enterprises, having its office at **A-98/19 Gulshan-e-Iqbal Karachi**, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor **Mr. Shakeel Ahmed**, holding CNIC No. 42201-4605637-7 on the SECOND PART.

WHEREAS "IBA" intends to obtain Electrical Items vide tender # ME/06/15-16 to Provide & Supply of Electrical Items (BA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Electrical Items" and "THE SUPPLIER" have offered to provide & supply of Electrical Items as per IBA standards & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.





**M. ILYAS STAMP VENDOR**

Lic No.112, Liaquatabad, Karachi.

S.No.

25020

DATE:

07 DEC 2015

WITNESSETH

ISSUE TO WITH ADDRESS  
PURPOSE  
VALUE RS. (ATTACHED)  
STAMP VENDOR'S SIGNATURE

offer to appoint "THE SUPPLIER" as their official supplier for the of "Electrical Items" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of Electrical Items. "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 SUPPLIES & AGREEMENT

1.1 This Agreement includes, the "Electrical Items", as per "IBA" requirement mentioned in Tender BoQ.

				M/s S. I. Enterprises	
				Rate (Rs.)	Amount (Rs.)
Sr. #	Description	Quantity	Quantity		
1	Full gauge Cable Lugs 35 mm – Local Make	36	36 nos	21.00	756.00
2	Full gauge Cable Lugs 16 mm – Local Make	36	36 nos	12.00	432.00
3	Cable Joining Kit 95 complete – Make China	2	2 nos	4,070.00	8,140.00
4	Cable Joining Kit 240 complete– Make China	2	2 nos	8,700.00	17,400.00
5	LED 3 Watt (Warm) - Pin Type Direct 220 V Make Euro Lux	100	100 nos	158.00	15,800.00
6	LED 3 Watt (Warm) - Pin Type Direct 220 V , Make Euro Lux	100	100 nos	110.00	11,000.00
7	2pin Round plug, 250 Volts 6 Amp. – Local Make	100	100 nos	18.00	1,800.00
8	3 Pin Plug Flat, 5 Amp. Make Electro Tech	100	100 nos	54.00	5,400.00
9	PVC Holder thread type - Make Nice	100	100 nos	24.00	2,400.00
10	Fuji oil capacitor 10 uF and 20 uF	24	24 nos (each)	105.00	2,520.00
11	Fuji oil capacitor 35 uF	24	24 nos	256.00	6,144.00
12	Panel lamp 22mm rad – Local Make	24	24 nos	24.00	576.00
13	T4 super bright and quiet 20w complete set (Tubes) – Local or China Make	50	50 nos	240.00	12,000.00
Total				Rs. 84,368.00	





**M. ILYAS STAMP VENDOR**

Lic No.112, Liaquatabad, Karachi.

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PURPOSE .....  
VALUE AS: ATTESTED .....  
STAMP VENDOR'S SIGNATURE .....

- 1.2 "SUPPLIER" agrees to provide item to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "SUPPLIER" will coordinate with Manager Operations & Maintenance, of the "IBA" who will assist "SUPPLIER" in supervision of proposed supply.

#### Article II

#### SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "SUPPLIER" hereby agreed and acknowledge for the periodic supervision of the supply and to check the delivery of Supplies in accordance with the Description & Specification.
- 2.2 "SUPPLIER" hereby agreed and acknowledge the acceptance of attending the meetings with the Manager Operations & Maintenance "IBA" as & when required.
- 2.3
- 2.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.5 Minimum 10 (Ten) days after Approval of Sample(s) will be required to deliver the Electrical Items at the SUPPLIER'S expense.
- 2.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.

2.7 "THE SUPPLIER", will provide all required / necessary labor(s) / transportation(s)

### Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 98,368.00 (inclusive of all taxes) Provide & Supply of Electrical Items but limited to in tender vide # ME/06/15-16 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.
- 3.2 A Penalty @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Penalty will be imposed after 25 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Supplies will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Electrical Items to IBA.
- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 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 Duty 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 and CEO of the company / firm / agency 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 anytime after issuing a 15 day's notice.

### Article VI: INDEMNITY

- 6.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep IBA and any



**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 / 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).
- 8.2 Without limiting the generality of the forgoing the M/s S. I. Enterprises, 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 S. I. Enterprises 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 S. I. Enterprises 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 S. I. Enterprises as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**Article IX:**  
**MISCELLANEOUS**

- 9.1 Any addition & alteration(s) made in the contents as required by the contractor on proof sample or in course of the supplies in progress which entail extra time & labor and material on part of the fabrication, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE(S) if any alteration(s), arise charges will be paid on mutually agreed upon.
- 9.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

9.5 All terms and conditions of tender vide # ME/06/15-16 will be the integral part of this agreement and can't be revoked.

9.6 Standard OEM warranty required in the name of Institute of Business Administration, Karachi (IBA, Karachi).

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



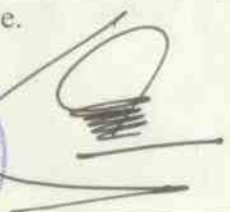
"IBA"  
NAME: Capt. (Retd.) Ahmed Zaheer PN  
CNIC # \_\_\_\_\_  
Address: \_\_\_\_\_  
Registrar, Institute of Business  
Administration Main Campus  
University Road, Karachi

WITNESS:

1.  IQBAL AAMIR

CNIC # 42301-8942755-9  
Address: B-500 CAPITAL BRIGHT  
HOUSES Block 7 CLIFTON



  
M/S S. I. ENTERPRISES  
NAME: M. SHAKEEL AHMED  
CNIC # 42201-4605637-7  
Address: \_\_\_\_\_  
Address: A-98/19 Gulshan-e-Iqbal  
Karachi

2. 

M. SOHAIL KHAN  
Manager Purchase & Stores  
Address: Institute of Business Administration  
Karachi-Pakistan