



AMP OFFICE CITY COURT, KARACHI
ued to Shah Alam Khan
/ Company Card No. 2399-33
D.S.R. No. 7 dated 18.6.15
of 56 on 18.6.15
the purpose of S.D
7 dated 18.6.15
18/6/15
Shah Alam Khan



AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this 19TH day of
June, 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.





MP OFFICE CITY COURT, KARACHI
led to Galeed F. Daw.
Company Card No. 6
D.S.R. No. 6 dated 15.8.15
half of challan No. 16 Dt. 15.8.15
purpose of FD
6 Dated 15-8-15



15/8/15
Ex. Office Denda

AND

M/s Digital Links (Pvt) Ltd, having its office at **Banglow # 45 9/2, 4th Sunset Street, D.H.A. Extension Phase II, 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. Rizwan Qureshi**, holding CNIC No. 42101-1803718-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain of IP Surveillance System & Walk Through Gates vide re-tender # ME/03/14-15 to Provide, Supply, Fixing & Commissioning of IP Surveillance System & Walk Through Gates at IBA Main & City Campus (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Walk Through Gates" and "THE SUPPLIER" have offered to provide, supply, fixing & commissioning of Walk Through Gates as per IBA standards & handing over the material(s) to the "IBA" having

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

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Walk Through Gates" discussions in respect of the same with "IBA" before the determination of Scope of Supply, Fixing & Commissioning of Walk Through Gates. "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 "Walk Through Gates", discussions with "IBA" before the supply, fixing & commissioning of Walk Through Gates to "IBA". The description/BoQ is appended below:

Sr. #	Description	Quantity
1	<p>Walk Through Gates (Double sided / multi zone) Brand : CEIA Specification:</p> <ul style="list-style-type: none">• General Characteristics High performance up to 8 detecting Zones, Color LCD Walkthrough Metal Detector Gate• Display Zone Through LED's, Multi zone display bar for person height• LED Indications Green and red color indications• Audio Generate audio able, tone and volume of generated signal can be changed• Throughput Rate Minimum 15 persons per minute• Detection High speed detection up to 15m/sec• Power Source 115/230V AC, 50Hz• Communication Interfaces RS232, TCP/IP• Alarms Visible alarm signalling• Control Unit Microprocessor based programmable LCD Keypad• Operating Temperature -10 °C - +60 °C• Humidity 0-90%• Battery Dry charge built in Industry• Certifications ISO9001	3 units



- 1.3 "THE SUPPLIER" will coordinate their supplies with Manager Security, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Walk Through Gates.
- 1.4 "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.
- 1.5 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by "THE SUPPLIER".





Article II
SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the supply and to check the delivery of Walk Through Gates in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Manager Security "IBA" as & when required.
- 2.3 "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.
- 2.4 Minimum 10 (Ten) days after Approval of Sample(s) will be required to deliver the Walk Through Gates at the SUPPLIER'S expense.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "THE SUPPLIER", will provide all required / necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the delivery of Walk Through Gates at the cost/charges amount offered in the re-tender vide # ME/03/14-15.

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 1,316,250.00 (inclusive of all taxes) Provide, Supply, Fixing & Commissioning of Walk Through Gates but limited to in re-tender vide # ME/03/14-15 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 Walk Through Gates 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 @ 0.3% 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.





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 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: **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 Digital Links (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 influencing the



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 Digital Links (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 Digital Links (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 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.

9.3 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.

9.4 The validity of the contract will be effective from the date of issue of Purchase Order.

9.5 All terms and conditions of re-tender vide # ME/03/14-15 will be the integral part of this agreement and can't be revoked.

9.6 One year 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 # _____

M/S DIGITAL LINKS (PVT) LTD

NAME: Rizwan Qureshi

CNIC # 42-101-1803718-9

WITNESS:

1. MUHAMMAD SIDRA MOLANI
% ABOU SADR MOLANI
Syria

CNIC # 42201-3320536-1

Address: F-403, Chaudhary Colony
Karachi

2. NAVEED AHMED
% NAZIR AHMED
[Signature]

CNIC # 35303-1827409-9

Address: Gate # 11/1 EL DAK
KANNA Palsod Khor Dist-Darya-



ATTESTED

Muhammad Naveed
19/06/2015
MOEIN AHMED
Justice of Peace
As Magistrate
Empowered U/S 22A CR.P.C.
Karachi, Pakistan