



*Zahed Mahmood*  
24-6-19

(RUPEES FIVE THOUSAND ONLY)

15 24-6-19

24-6-19

### AGREEMENT

Provide & Supply of SMD Lights & Ancillaries

THIS AGREEMENT is executed at KARACHI, on this day June 24, 2019.

### 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. M. Saeed & Brothers, having its office at # S. 10, Noman Arcade Block-14, Gulshan-e-Iqbal, Karachi, hereinafter referred to as "SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. S. M. Saeed, holding CNIC No. 42000-0514292-3 on the SECOND PART.





MUHAMMAD ASHIQ STAMP VENDOR

H. # R1/A, Clayton Quarter Jamshed Road # 1, Khl.

Lic. No. 151

S. No.

43462

DATE:

21 JUN 2019

RECEIVED TO WITH ALL FEES

THROUGH WITH ADDRESS

PURPOSE NOT FOR USED BY OTHER DEED

VALUE RS (ATTACHED)

STAMP VENDOR SIGNATURE

KHAWAR PASHA  
Advocate

(RUPEES TWO THOUSAND ONLY)

WHEREAS "IBA" intends to obtain Provide & Supply of SMD Lights and Ancillaries vide tender # ME/20/18-19 for the Provide & Supply of SMD Lights and Ancillaries (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provide & Supply of SMD Lights and Ancillaries" and "THE SUPPLIER" have offered to render all kind of Provide & Supply of SMD Lights and Ancillaries (including but not limited to the "Provide & Supply of SMD Lights and Ancillaries" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

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

#### WITNESSETH

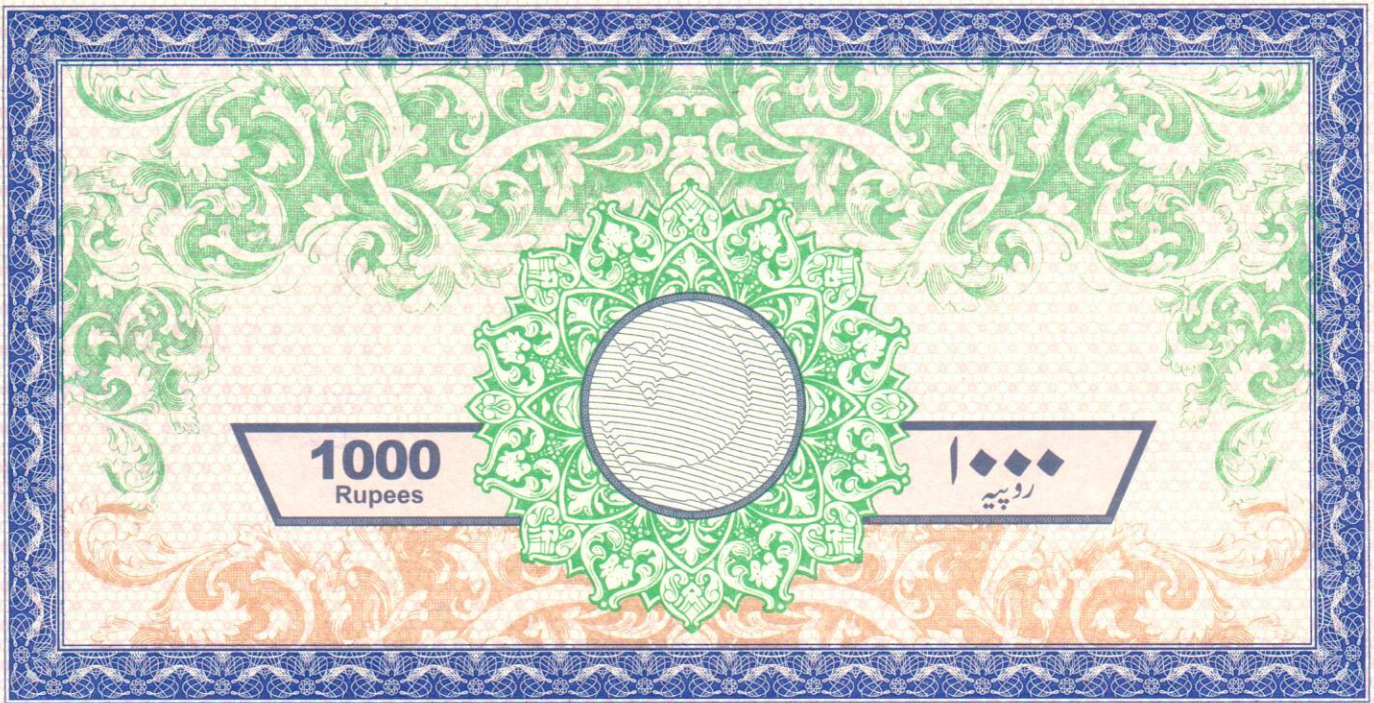
"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Provide & Supply of SMD Lights and Ancillaries" discussions in respect of the same with "IBA" before the determination of Scope of Provide & Supply of SMD Lights and Ancillaries. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

#### Article I:

#### DUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Provide & Supply of SMD Lights and Ancillaries", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Provide & Supply of SMD Lights and Ancillaries to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.





**MUHAMMAD RAHEEL STAMP VENDOR**  
 Lic No. 175, Shop No. A/4-2, Karachi Centre,  
 New Town Karachi  
 S. No. 007553 Date 17 JUN 2019  
 Issued To With Address  
 Through With Address  
 Purpose  
 Value Rs. Attested  
 Stamp Vendor Signatures  
 Not For Used Free Will & Divorce Deed  
 Vendor Not Responsible Any Fake Documents

**ZAHID MEHMOOD**  
 Advocate

(RUPEES ONE THOUSAND)

- 1.3 "THE SUPPLIER" will coordinate their work with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provide & Supply of SMD Lights and Ancillaries.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of contractor. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".

## Article II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provide & Supply of SMD Lights and Ancillaries in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 Delivery within 90 days.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # ME/20/18-19





**MUHAMMAD JUNAID Stamp Vendor**  
 Licence No. 77, Shop No. 147, Mashriq Centre,  
 Block 14, Gulshan-e-Iqbal, Karachi.  
 S. No. 92805 Date .....  
 Issued to With Address ..... **Muhammad-Yaqoob**  
 Through With Address ..... **Advocate**  
 Purpose ..... **Ledger No. 1459 Khl.**  
 Value Rs. .... Attested .....  
 Stamp Vendor's Signature .....  
 Not Used for Will / Divorce Vendor & Advocate will not  
 be responsible for any Fake Documentation

14 JUN 2019

RUPEES FIVE HUNDRED ONLY

### Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs.2,452,700.00 (inclusive of all taxes) Provide & Supply of SMD Lights and Ancillaries vide tender # ME/20/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

			M/s. S.M. Saeed & Brothers			
S.#	Specification	Qty	Make	Model	Rate	Amount
1	LED SMD Panel Cool White 6 watts (5 Inches Dia) Threaded Type SMD. 65K 3.5 LED 7W recessed LED Brand: Philips	300	Philips	59444	585.00	175,500.00
2	LED SMD Panel Warm White 6 watts (5 Inches Dia) 27K 3.5 LED 7W recessed LED Brand: Philips	500	Philips	59444	690.00	345,000.00
3	LED SMD Panel Warm White 3 watts 27K 2.5 LED 3.5W recessed LED Brand: Philips	300	Philips	59260	495.00	148,500.00
4	LED SMD Panel	300	Philips	59260		



T224630



M. IMRAN KHAN STAMP VENDOR  
License No. 121, Shop No. 28, S.I.T.E. Market Karachi

19 JUN 2019

S No. 91030 Date: 19 JUN 2019  
Issued to With Address: M. Imran Khan, Advocate  
Through With Address: Karachi Led. H/C 4245  
Purpose: Stamp Vender's Signature  
Value Rs. 50  
Stamp Vender's Signature: M. Imran Khan  
Vendor Not Responsible Any Error

19 JUN 2019

FIFTY ONLY

	Cool White 3 watts 65K 2.5 LED 3.5W recessed LED Brand: Philips				495.00	148,500.00
5	LED Flood Light Warm White with Lens 50 watts Flood Light 135/172 LED 40W/50W 220-240V WB Brand: Daichi	30	Daichi		2,180.00	65,400.00
6	LED SMD Panel Warm White 6 watts (6 Inches Dia) 27K 3.5 LED 7W recessed LED Brand: Philips	300	Philips	59263	575.00	172,500.00
7	LED SMD Panel Cool White 6 watts (6 Inches Dia) 65K 3.5 LED 7W recessed LED Brand: Philips	300	Philips	59263	690.00	207,000.00
8	LED SMD Panel Warm White 9 watts (6 Inches Dia) 27K 4.0 LED 9W recessed LED Brand: Philips	100	Philips	59449	840.00	84,000.00
9	LED SMD Panel Cool White 9 watts (6 Inches Dia)	100	Philips	59449	840.00	84,000.00



	65K 4.0 LED 9W recessed LED Brand: Philips					
10	HPIT LAMP Hanger Type 150 watts Brand: Philips	50	Philips		1,510.00	75,500.00
11	HPIT LAMP Hanger Type 70 watts Brand: Philips	50	Philips	Master SON-T PIA Plus	825.00	41,250.00
12	LED Tube Holder Pin Type LED Strip PH313 (Patti T LED) 4ft Brand: Philips	200	Philips		380.00	76,000.00
13	LED Tube Holder Thread Type Brand: Philips	50	Philips		95.00	4,750.00
14	LED Tube Holder Thread Type Brand: Philips	50	Philips		95.00	4,750.00
15	IGNITOR 70-400W  Brand: Philips	200	Philips	CD-Z 400W HS 70(DE)- 400W (Metal Body)	195.00	39,000.00
16	FUSE (PFI) 125 Amps for PFI Panel Brand: DF	200	DF	Spain	560.00	112,000.00
17	FUSE (PFI) 160 Amps Brand: DF	24	DF	Spain	950.00	22,800.00
18	Selector Switch30A (Metal Body) Single Phase Brand: Lovato	50	Lovato	Camp Switch Handle	295.00	14,750.00
19	Selector SWITCH30A(Metal Body) Three Phase Brand: Lovato	25	Lovato	Camp Switch Handle	295.00	7,375.00
20	Ceramic Holder 5 amps screw type	50	VOE	4/250, F519	30.00	1,500.00
21	Ceramic Holder screw type 5 amps with PVC Fancy Body	300	Superior Quality	250V 10Amp	125.00	37,500.00
22	CAPACITOR 2.5 uf Brand: Fuji	100	Fuji	2.5 uF	95.00	9,500.00
23	CAPACITOR 10 uf Brand: Fuji	50	Fuji	10uF	140.00	7,000.00
24	CAPACITOR 50 uf Brand: Fuji	50	Fuji	50uF	560.00	28,000.00
25	CAPACITOR	50	Fuji	20uF		



	20 uf Brand: Fuiji				285.00	14,250.00
26	2PIN PLUG 5 amps	300	IPI	250V 10Amp	30.00	9,000.00
27	Fan DIMMER Brand: Piano	200	Pak Fan/Piano		75.00	15,000.00
28	Multi Sheet Single 5A Brand: Piano	500	Piano		125.00	62,500.00
29	MULTI SHEET Duplex 5A Brand: Piano	500	Piano		125.00	62,500.00
30	Connector Strip 100 Amps	50	Pak Made		280.00	14,000.00
31	Connector Strip 50 Amps	50	Pak Made		140.00	7,000.00
<b>Total</b>			Rs. 2,096,325.00			
<b>17% GST</b>			Rs. 356,375.25			
<b>Total Amount</b>			Rs. 2,452,700.25			

- 3.1 A liquidity damages @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 30 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provide & Supply of SMD Lights & Ancillaries.
- 3.2 Payment will be made after delivery and submission of invoice, Mode of Payment: Running Bill (as mentioned in Tender BOQ)
- 3.3 Performance Security 5% of total amount of Purchase Order will be provided by the party.
- 3.4 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp papers challan would be submitted along with the Bill / Invoice.
- 3.5 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 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 any time after issuing a 30 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 S. M. Saeed & Brothers, 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. M. Saeed & Brothers, 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. M. Saeed & Brothers, 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. M. Saeed & Brothers, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**Article IX:**  
**WARRANTY**

- 9.1 OEM warranty must be provided by the M/s S. M. Saeed & Brothers.

**Article X:**  
**SEVERABILITY**

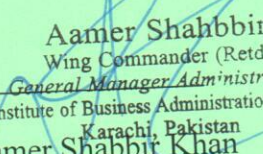
- 10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.



**Article XI:  
MISCELLANEOUS**

- 11.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 11.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 11.3 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.
- 11.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 11.5 All terms and conditions of tender vide # ME/20/18-19 will be the integral part of this agreement and can't be revoked.

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

  
Aamer Shabbir  
Wing Commander (Retd)  
General Manager Administration  
Institute of Business Administration (IBA),  
Karachi, Pakistan  
NAME: Aamer Shabbir Khan

CNIC # \_\_\_\_\_

Address:

G. M. Admin Institute of Business  
Administration Main Campus  
University Road, Karachi

3. 

"IBA"

NAME: M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration  
Karachi-Pakistan  
CNIC # \_\_\_\_\_

Address:

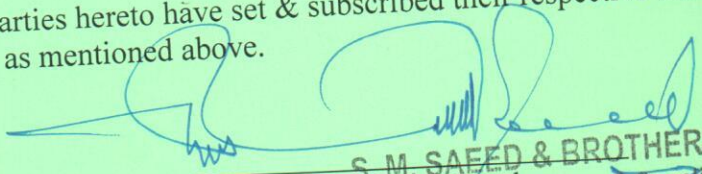
Sr. Manager Purchase & Stores  
Institute of Business  
Administration Main Campus  
University Road, Karachi

5. Rehan Hussain

Senior Manager Operations & Maintenance

CNIC # 42401-1750145-1.

Address: IBA City Campus,  
Karachi,

  
S. M. SAEED & BROTHERS  
M/S S. M. Saeed & Brothers  
NAME: S. M. Saeed  
Government Contractor & Supplier  
Approved Contractor  
Office S-10, Noman Arcade

CNIC # \_\_\_\_\_

Address:

S-10, Noman Arcade,  
Block-14, Gulshan-e-Iqbal, Karachi

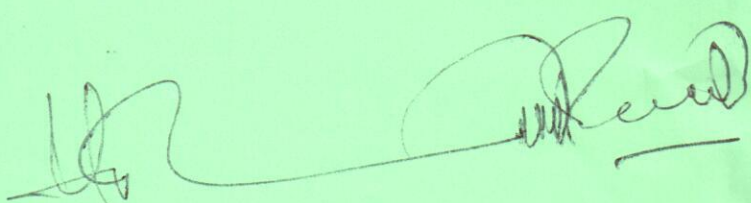
4. 

M/s S. M. Saeed & Brothers

NAME: Perwez Ali

CNIC # \_\_\_\_\_

Address: \_\_\_\_\_

6.   
Hamza Saeed

CNIC# 42101-56639401

Address: S-10 Noman Arcade  
Block-14, Gulshan-e-Iqbal  
Karachi.