

R287062

P. 12506 CE-61 11/02/2020



Muhammad Habib Stamp Vendor
Licence No. 39, Shop No. 1, Plot No. 9
Opp. Muhammad Ali Market, Jamshed Road # 1
S. No. 018837 Date
Issued to With Address Muhammad Yaqoob
Through With Address Advocate
Purpose
Value Rs.
Stamp Vendor & Signature
Not For Used Free Will & Divorce Deed
Vendor Not Responsible Any Fake Documents

24 JAN 2020

(RUPEES ONE HUNDRED ONLY)

AGREEMENT

Provision of Surveillance Equipment

THIS AGREEMENT is executed at KARACHI, on this day February...., 2020.

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 M. M. Corporation, having its office at # A-13, Al-Hilal Society, Opp. Askari Park K.D.A. Scheme No. 7, 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. Mohammad Muqem, holding CNIC No. 42201-5306065-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision of Surveillance Equipment vide tender # ME/14/19-20 for the Provision of Surveillance Equipment (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision of Surveillance Equipment" and "THE SUPPLIER" have offered to render all kind of Provision of Surveillance Equipment (including but not limited to the "Provision of Surveillance Equipment" of the proposed supplies 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 "Provision of Surveillance Equipment" discussions in respect of the same with "IBA" before the determination of Scope of Provision of Surveillance Equipment with any/all other relevant details for presentation to "IBA" for Provision of Surveillance Equipment. "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 "Provision of Surveillance Equipment", discussions with "IBA" before the determination of scope of supplies with any/all other relevant details to "IBA". The description/BoQ is appended below:
- 1.2 "THE SUPPLIER" agrees to provide any/all kind for Provision of Surveillance Equipment to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 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 Provision of Surveillance Equipment.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of 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 Ground Floor, Fauji Foundation Building, 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 execution of Provision of Surveillance Equipment 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 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.4 Delivery on or before February ²⁸....., 2020.
- 2.5 "THE SUPPLIER", will provide all required/necessary carpenter(s) / labor(s) / transportation(s) / cartage(s) what so ever required to complete the supply at the cost/charges amount offered in the tender vide # ME/14/19-20.
- 2.6 The Surveillance Equipment should be supplied through verifiable distribution channel in Pakistan.
- 2.7 Provision of Surveillance Equipment mentioned in Purchase Order will be delivered new, in packed condition directly to the IBA Stores. If Surveillance Equipment delivered is not conforming to the specifications and Bill of Quantity, the equipment will not be accepted.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 354,539.00 (inclusive of all taxes) Provision of Surveillance Equipment r vide tender # ME/14/19-20 variation may occurred. The cost is inclusive of labor/ transportation/ supplies/ etc.

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 354,539.00 (inclusive of all taxes) Provision of Surveillance Equipment r vide tender # ME/14/19-20 variation may occurred. The cost is inclusive of labor/ transportation/ supplies/ etc.

| S.# | Specification | Qty | Rate | Amount |
|--------------------|--|-----|----------------|------------|
| 1 | IP CCTV CAMERA Cube DS 4 MP IP with Builtin voice Brand: HIKvision Model: DS 2CD2443G0-IW | 10 | 14,950.00 | 149,500.00 |
| 2 | NVR Embedded 32 Channel 4 MP Supported 9632 Ni- i8 Brand: HIKvVision or Equivalent Model: DS 8632NI/18 | 1 | 112,125.00 | 112,125.00 |
| 3 | 4 TB HDD Surveillance Grade for NVR Brand: WD Purple or Equivalent Model: Purple | 2 | 20,700.00 | 41,400.00 |
| Total | | | Rs. 303,025.00 | |
| 17% GST | | | Rs. 51,514.00 | |
| Grand Total | | | Rs. 354,539.00 | |

- 3.2 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 15 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Purchase Order will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provision of Surveillance Equipment 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 / work 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 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 M. M. Corporation, 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 M. M. Corporation, 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 M. M. Corporation, 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 M. M. Corporation, 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 M. M. Corporation.

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 supply 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 to 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/14/19-20 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.

"IBA"
NAME: Aamer Shahbbir
Aamer Shahbbir Khan (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan
CNIC # _____

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

3. M. SOHAIL KHAN
Manager Purchase & Stores
"IBA"
Institute of Business Administration
NAME: M. Sohail Khan

CNIC # _____

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

3. Khalid Javed Rishi
Manager Security

CNIC # 42201-57305661-1

Address: IBA, Karachi

M/S M. M. Corporation
NAME: Mohammad Muqeem

CNIC # 42201-5306065-5

Address:
A-13, Al-Hilal Society, Opp. Askari Park
K.D.A. Scheme No. 7,
Karachi

4. F. Javed
M/s M. M. Corporation
NAME: Faizan Ahmed Siddiqui

CNIC # 42201-4695032-7

Address: A-13, Al Hilal Society Opp.
Askari Park K.D.A Scheme No. 7, Karachi

4. M. M. Corporation

CNIC# 42101-2300073-9

Address: A-13 Al Hilal Society
KDA 7 Karachi