



SHAKIL AHMED SHAIKH STAMP VENDOR

Licence No. 123, Shop No. 16, Karim Plaza,  
Gulshan-e-Iqbal, E-14, Near Civic Centre Karachi,  
S. NO.

DATE 16 MAY 2018 067014

ISSUED TO WITH ADDRESS S. Wajahat  
THROUGH WITH ADDRESS Advocate

PURPOSE  
NOT FOR USED BANK GUARANTY/WILL/INVOICE  
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

(RUPEES ONE THOUSAND ONLY)

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day May...21..., 2018.

### 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.

**WHEREAS** "IBA" intends to obtain Supply of Electrical Items vide tender # ME/27/17-18 for the Supply of Electrical Items (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply of Electrical Items" and "THE SUPPLIER" have offered to render all kind of Supply of Electrical Items (including but not limited to the "Supply of Electrical Items" 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.

"Supply of Electrical Items" discussions in respect of the same with "IBA" before the determination of Scope of Supply of Electrical Items to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for 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 SUPPLY AND AGREEMENT**

- 1.1 This Agreement includes, the "Supply of Electrical Items", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Supply of Electrical Items 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 Supply of Electrical Items.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works 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 work and to check the execution of Supply of Electrical Items 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 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery 10 days after approval of samples.
- 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 carpenter(s) / 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/27/17-18.

**Article III**  
**REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. 277,254.00 (inclusive of all taxes) Supply of Electrical Items vide tender # ME/27/17-18 variation may occurred. The cost is inclusive of



S.#	Description	Qty	Brand	Model	Rate	Amount
1	CAT KB113LS 13Amp International Switched Socket Clipsal Sizes and color shade of items as per sample	300	Clipsal	CAT KB 1135	372.50	111750
2	CAT E25 13Amp 3Pin FlatDuplex Switched Socket Clipsal Sizes and color shade of items as per sample	200	Clipsal	CAT E 25	627.00	125400
<b>Total</b>			Rs. 237,150.00			
<b>17% GST (where applicable)</b>			Rs. 40,315.50			
<b>Grand Total</b>			Rs. 277,465.50			

- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages 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. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply 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 / 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:**

**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:**  
**MISCELLANEOUS**

- 9.1 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.
- 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.

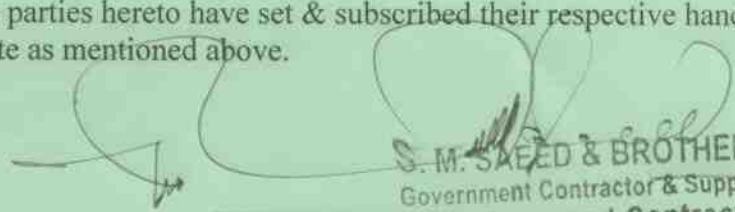
9.5 All terms and conditions of tender vide # ME/27/17-18 will be the integral part of this agreement and can't be revoked.

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

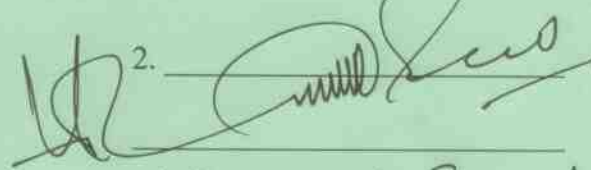
  
"IBA" Aamer Shahbbir  
NAME: Aamer Shahbbir Khan  
Wing Commander (Retd)  
General Manager  
Institute of Business Administration (IBA),  
Karachi, Pakistan  
CNIC # \_\_\_\_\_

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

1.   
M. SOHAIL KHAN  
Manager Purchase & Stores  
Institute of Business Administration  
Karachi-Pakistan  
CNIC # \_\_\_\_\_  
Address: \_\_\_\_\_

  
S. M. SAEED & BROTHERS  
Government Contractor & Supplier  
PTCL Approved Contractor  
NAME: S. M. Saeed  
Office S-10, Noman Arcade  
CNIC # \_\_\_\_\_

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

2.   
Hamid Saeed  
CNIC# 42101-5663940-1  
Address: S-10, Noman Arcade,  
Block-14, Gulshan-e-Iqbal, Karachi