



ZEESHAN STAMP VENDOR

Licence No. 144, Shop No. A-5, Block-T7, Ruff Heights
Phase-I, Gulistan-e-Johar, Karachi.

04 MAY 2018

(RUPEES ONE THOUSAND ONLY)

S. No. **080077** Date.....
Issued to With Address.....
Through With Address.....
Purpose **SAHID MEHMOOD**
Value Rs. **Advocate**
Stamp Vendor's Signature..... Attached.....
Not for use Bank Guarantee will cover vendor and responsible Any Fake Document

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day May.....**11**....., 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 Energy Meter with GSM Remote Monitoring vide tender # ME/18/17-18 for the Supply of Energy Meter with GSM Remote Monitoring (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply of Energy Meter with GSM Remote Monitoring" and "THE SUPPLIER" have offered to render all kind of Supply of Energy Meter with GSM Remote Monitoring (including but not limited to the "Supply of Energy Meter with GSM Remote Monitoring" 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.



07 MAY 2018

(RUPEES FIFTY ONLY)

Muhammad Habib Stamp Vendor

Licence No. 39, Shop No. 1, Plot No. 9
Opp. Muhammad Ali Market, Jamshed Road # 3.

S No. 43877 Date

Issued to With Address

Through With Address

Purpose

Value Rs.

Stamp Vendor & Signature

Muhammad Yaqoob
Advocate
Ledge No. 1459 Khi.

Not For Used Free Will & Divorce Deed
Vendor Not Responsible Any Fake Documents

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Supply of Energy Meter with GSM Remote Monitoring" discussions in respect of the same with "IBA" before the determination of Scope of Supply of Energy Meter with GSM Remote Monitoring to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Supply of Energy Meter with GSM Remote Monitoring. "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 Energy Meter with GSM Remote Monitoring", 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 Energy Meter with GSM Remote Monitoring 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 Energy Meter with GSM Remote Monitoring.
- 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".

- 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 15 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/21/17-18.

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 299,520.00 (inclusive of all taxes) Supply of Energy Meter with GSM Remote Monitoring vide tender # ME/21/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

Sr. #	Description	Qty	Energy Meter with GSM Remote Monitoring (Option-II)		
			Quoted : a- Make b- Model c- Origin	Rate (Rs.)	Amount (Rs.)
1	LT Type TOU Poly Phase Completely Solid State Energy Meter, 3-Phase, 4-Wire, 3-Element, 3x230/400 Volts, 3 x 5/10 Amps, CT Operated 50 Hz. Accuracy Class 1.0 A (Meter Programmed as per K-Electric Specification) Syed Bhai (EMV) or equivalent	6	As per specs	22,000.00	132,000.00
2	Digital 3-Phase 3-Element 4-Wire Whole Current Energy Meter 10/100 Amps, 230/400 Volt 50 Hz. With Multi Rate Tariff (TOD), Model # EM3-407 (Meter Programmed as per K-Electric Specification) Syed Bhai (EMV) or equivalent	3	As per specs	30,000.00	90,000.00
3	Static Single Phase Whole Current Energy meter 10/40 Amps, 240 V, 10/40 Amps. 50 Hz, Accuracy Class-1.0 duly Housed in Poly carbonate Cover. (Meter Programmed as per K-Electric	5	As per specs	6,800.00	34,000.00

Syed Bhai (EMV) or equivalent			
Total		Rs256,000.00	
17% GST		Rs43,520.00	
Grand Total		Rs299,520.00	

- 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 Energy Meter with GSM Remote Monitoring 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.

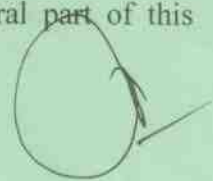
Article VII:

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.
- 9.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 9.5 All terms and conditions of tender vide # ME/21/17-18 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"

NAME: Aamer Shabbir Khan

Aamer Shahbbir

CNIC # Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan

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

M/S S. M. Saeed & Brothers

NAME: S. M. Saeed

PTC & Approved Contractor
Office S-10, Noman Arcade

CNIC # _____

Address:

S-10, Noman Arcade,

Block-14, Gulshan-e-Iqbal, Karachi

2.

Hammad Saeed

CNIC# 42101-5663940-1

Address: S-10, Noman Arcade,

Block-14, Gulshan-e-Iqbal, Karachi