

BOP-0658-60644

GoS-KHI-4F9A05DEE1A6F5FC

Non-Judicial

Rs 22,146/-

Description : Contract - 15(a)
 Principal : INSTITUTE OF BUSINESS ADMINISTRATION KARACHI [27024407]
 Contractor : MM Corporation [23124121]
 Applicant : Absaar Godil [42201-9338841-3]
 Stamp Duty Paid by : MM Corporation [23124121]
 Issue Date : 26-Nov-2024, 01:12:25 PM
 Paid Through Challan : 20242F4DC3C4C9DD
 Amount in Words : Twenty Two Thousand One Hundred and Forty Six Rupees Only

Please Write Below This Line

AGREEMENT
Provide and Supply Security and Surveillance Equipment with Accessories

THIS AGREEMENT is executed at KARACHI, on this day November 26, 2024

BETWEEN

M/s. Institute of Business Administration, Karachi through its Registrar, located at **Main Campus, University Enclave, 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 **A13, Al-Hilal Society, KDA # 7, Karachi**, hereinafter referred to as **THE SUPPLIER** (which expression shall wherever the context so permits are deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr. Muhammad Mugheem**, holding CNIC No. **42201-5306065-5** on the **SECOND PART**.





E-STAMP
CONTINUATION SHEET
Government of Sindh

WHEREAS IBA intends to obtain a Supply of Security and Surveillance Equipment with Accessories vide tender # ME/04/24-25 up to the entire satisfaction and hand over the material(s) to the IBA having accepted the offer in a finished form complete in all respects.

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

WITNESSETH

IBA hereby offers to appoint THE SUPPLIER as their supplier for the specific purpose of "Provide and Supply Security and Surveillance Equipment with Accessories" vide tender # ME/04/24-25. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms and conditions herein below.

Article I:
SCOPE OF SUPPLY

- 1.1 THE SUPPLIER agrees to provide and supply Security and Surveillance Equipment with Accessories to IBA whenever and wherever form is required as per the terms and conditions of this Agreement.
- 1.2 THE SUPPLIER will coordinate with the Head of Procurement of the IBA who will assist THE SUPPLIER in the supervision of the proposed Provide and Supply of Security and Surveillance Equipment with Accessories.
- 1.3 THE SUPPLIER will visit the Procurement Department located at Main Campus, University Road, Karachi as and when required with a prior appointment.
- 1.4 All logistic charges will be borne by THE SUPPLIER.
- 1.5 All items in full quantity should be delivered on or before December 20, 2024.
- 1.6 THE SUPPLIER bound to all defective items shall be replaced with the new and same brand.
- 1.7 Any material that becomes faulty will be replaced by THE SUPPLIER.

Article II
PAYMENT

- 2.1 Payment will be made on or before 30 days after delivery and submission of invoice.

Article III
WARRANTY

- 3.1 1-year OEM comprehensive on-site replacement warranty.

Article IV
REMUNERATION

- 4.1 The cost offered by THE SUPPLIER is Rs. 6,327,402/- (inclusive of all taxes) to Provide and Supply Security and Surveillance Equipment with Accessories vide tender # ME/04/24-25 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/customs duties etc. Details of items are appended below:

Sr #	Item Specifications	Qty	Rate	Total Amount
1	CCTV Camera 4MP ColorVu, Fixed, Bullet, Network Model: DS-2CD3047G2E-LUF Brand: Hikvision	40 units	28,175.00	1,127,000.00
2	CCTV Camera 4MP, Fixed, Dual, Light Turret, Network Model: DS-2CD1343G2-LIU(F)	55 units	13,800.00	759,000.00



	Brand: Hikvision			
3	CCTV Camera 2MP, Smart Hybrid Analog Dual Light, Audio Indoor Fixed Turret, with builtin voice Model: DS-2CE76D0T-LPFS Brand: Hikvision	19 units	4,945.00	3,955.00
4.	CCTV Camera 4MP, ANPR IR Varifocal Bullet, Network Model: iDS-2CD7A46G0/P-IZHS(Y) DeepinView Series Brand: Hikvision	1 Unit	126,500.00	126,500.00
5.	CCTV Camera 4MP, IR Varifocal Bullet, Network (Face Detection) Model: iDS-2CD7A46G0/S-IZHS(Y) DeepinView Series Brand: Hikvision	1 unit	126,500.00	126,500.00
6.	Network Video Recorder (NVR) 64 Channel 2U 8K Model: iDS-9664NXI-M8/X DeepinMind M Series Brand: Hikvision	1 unit	419,750.00	419,750.00
7.	Network Video Recorder (NVR) 64 Channel 2U 4K Model: DS-9664NI-M8 Brand: Hikvision	2 Units	224,250.00	672,750.00
8.	Digital Video Recorder (DVR) 4 channel-2MP 1U H.265 eSSD AcuSense DVR with builtin SSD Model: DS-E04HQHI-B Brand: Hikvision	8 Units	20,700.00	165,600.00
9	Network Switch 8 Port Gigabit Unmanaged PoE Switch Model: DS-3E0510HP-E Brand: Hikvision	9 rolls	18,975.00	94,875.00
10.	Network Switch 16 Port Gigabit Unmanaged PoE Switch Model: DS-3E0518P-E Brand: Hikvision	3 units	47,150.00	141,450.00
11.	Fiber Optic SFP Module Model: GLC-T 1000 Base-T SFP RJ-45 (Gigabit), Copper, 100m Brand: CISCO	6 units	6,900.00	41,400.00
12.	Power Supply 12VDC 2.5AMP	60 units	345.00	20,700.00
13.	CCTV Cable RG-59 - Power, 2 Core, Black, Copper Multi Cable for CCTV Camera Coaxial + Power Wire Roll	270 meter	115.00	31,050.00
14.	Cat6 Cable Roll Length: 305 meters Brand: 3M Corning	11 rolls	50,400.00	554,400.00
15.	Hard Drive 6TB SATA 3.5" Model: Skyhawk Surveillance Hard Drive Brand: Seagate	10 units	41,400.00	414,000.00



16.	Hard Drive 4TB SATA 3.5" Model: Skyhawk Surveillance Hard Drive Brand: Seagate	17 units	27,025.00	459,425.00
17.	Memory Card 32GB Micro SD Brand: SanDisk	30 units	1,150.00	34,500.00
18.	Memory Card 128GB Micro SD Brand: SanDisk	30 units	2,645.00	79,350.00
			Total	5,362,205.00
			18% GST	965,197.00
			Grand Total	6,327,402.00

- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed-on as per the Purchase Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and THE SUPPLIER has to deliver the required number of equipment to IBA.
- 4.3 Performance Security 5% of the total amount of the Purchase Order will be provided by THE SUPPLIER.
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Payment will be made within 30 working days after the complete delivery of the material and submission of the invoice.
- 4.6 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc. if any or additional (except Sales/Service Tax) will be paid/borne by THE SUPPLIER as per SRO/Notification.

Article V
ARBITRATION

- 5.1 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 hereof 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, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

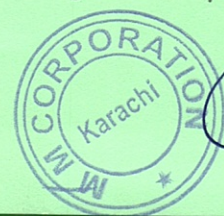
Article VI
FORCE MAJURE

- 6.1 THE SUPPLIER shall not be asked for a return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of THE SUPPLIER and which could not have been foreseen, prevented, or avoided by a judicious person of able mind and body. These include but are not restricted to, Acts of God, Acts of the public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article VII
TERMINATION

- 7.1 IBA may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15-day notice.

Article VIII



INDEMNITY

- 8.1 THE SUPPLIER in its capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, costs 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 SUPPLIER which disturbs or damage the reputation, quality or the standard of services provided by IBA and any person claiming through the IBA.

Article IX

NOTICE

- 9.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

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 and enforced to the fullest extent permitted by prevailing law.

Article XI

INTEGRITY PACT

- 11.1 The intention is 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).
- 11.2 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.
- 11.3 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 the declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.
- 11.4 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 and 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 to obtain or induce procurement/work/service or other obligation or benefit in whatsoever from the IBA.

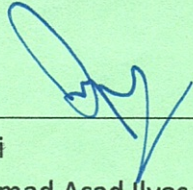
Article XII

MISCELLANEOUS

- 12.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.
- 12.2 The validity of the contract will be effective from the date of issue of the LoA.
- 12.3 All terms and conditions of tender vide # ME/04/24-25 will be an integral part of this agreement.



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



IBA, Karachi
Dr. Muhammad Asad Ilyas
Registrar
CNIC # 42301-4497722-9
Former Chairperson Accounting & Law Department
Address: Institute of Business Administration (IBA),
Karachi, Pakistan
Institute of Business Administration
Main Campus, University Road, Karachi

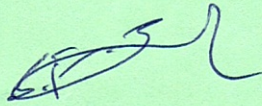


M/s. M.M. Corporation
(Name) MUHAMMAD MUJIB
(Designation) PROPRIETOR
CNIC # 42201-5306065-5

Address:
A13, Al-Hilal Society, KDA # 7, Karachi

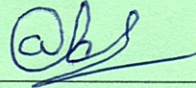
WITNESS:

1.



IBA, Karachi
Syed Fahad Jawed
Head of Procurement
CNIC # 42201-9125136-6
Address:
Institute of Business Administration
Main Campus, University Road, Karachi

2.



M/s. M.M. Corporation
(Name) Absar Godil
(Designation) Manager Tender & Operations
CNIC # 42201-9338841-3

Address:
A13, Al-Hilal Society, KDA # 7, Karachi

Focal Person IBA _____