

V475396

1990/-

Chano 228  
11/3/2022

ZAHID MAHMOOD STAMP VENDOR  
Licence No: 126, Shop No: 8, Karim Plaza  
Plot No. 1, Block 1, Near Civic Centre  
Karachi

24 FEB 2022

OFFICE OF THE REGISTRAR  
Stamp Office, City Court  
Karachi

11 MAR 2022

15066  
ZAHID MAHMOOD  
Advocate High Court  
Reg. No. 4494, Karachi

**AGREEMENT****Provide & Supply Surveillance Equipment**

THIS AGREEMENT is executed at KARACHI, on this day March 08<sup>th</sup>, 2022

**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 **A-13, Al-Hilal Society, Opp. Askari Park, Karachi**, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr. Muhammad Mugeem**, holding CNIC No. **42201-5306065-5** on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Provide & Supply Surveillance Equipment vide tender # ME/08/21-22 for the Provide & Supply Surveillance Equipment up to the entire satisfaction & handing over the material(s) to the "IBA" having accepted the offer in a 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 supplier for the specific purpose of "Provide & Supply Surveillance Equipment" vide tender # ME/08/21-22. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.



**Article I:**  
**DUTIES & SCOPE OF SUPPLY & SERVICES AND AGREEMENT**

- 1.1 "THE SUPPLIER" agrees to Provide & Supply Surveillance Equipment to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SUPPLIER" will coordinate their work with Manager Security, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Provide & Supply Surveillance Equipment.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 Manufacturing date not exceeding more than 06 months.
- 1.5 All logistic charges will be borne by "THE SUPPLIER".
- 1.6 Delivery time must be within 60 days from the date of the Purchase Order at IBA Main Campus.

**Article II**  
**PAYMENT**

- 2.1 Payment will be made after submission of the GST invoice to the "IBA" after successful delivery of the equipment.

**Article III**  
**WARRANTY**

- 3.1 One year comprehensive warranty, with parts from the principal, shall be provided.

**Article IV**  
**REMUNERATION**

- 4.1 The cost offered by the SUPPLIER is Rs. 567,181/- (inclusive of all taxes) Provide & Supply Surveillance Equipment vide tender # ME/08/21-22 variation may occur. The cost is inclusive of labor/transportation/supplies/taxes/levies/custom duties etc. Details of items are appended below:

S.#	Specification	Qty	Rate	Amount
1	<b>CCTV Camera</b> Model: DS-2CD2443G0-I(W) Brand: HikVision <ul style="list-style-type: none"><li>• 4 MP Indoor WDR Fixed Cube Network Camera</li><li>• Image Sensor: 1/3" Progressive Scan CMOS</li><li>• Min. Illumination: Color: 0.01 Lux @ (F1.2, AGC ON), 0.018 lux @(F1.6, AGC ON), 0 lux with IR</li><li>• Shutter Speed: 1/3 s to 1/100,000 s</li><li>• Slow Shutter</li><li>• Wide Dynamic Range: 120dB</li><li>• Day &amp; Night: IR Cut Filter</li><li>• Angle Adjustment: Pan: 0° to 360°, tilt: 0° to 90°, rotate: 0° to 360°</li><li>• Environment Noise Filtering</li><li>• Simultaneous Live View up to 6 channels</li><li>• Up to 32 users, 3 levels: Administrator, Operator and User</li><li>• Protocols: TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, UDP, Bonjour, SSL/TLS</li><li>• Wi-Fi Encryption Mode: WPA, WPA2</li></ul>	10	12,091.00	120,910.00



	<ul style="list-style-type: none"> <li>• Wi-Fi Protocol: IEEE 802.11b/g/n</li> <li>• Frequency Range: 2.412 GHz to 2.4835 GHz</li> <li>• Channel Bandwidth: 20M/40M</li> <li>• Transfer Rate: 11b: 11Mbps, 11g: 54Mbps, 11n: up to 150Mbps</li> <li>• Wireless Range: 50 m</li> <li>• Face Detection</li> <li>• Power Supply: DC, PoE (802.3af)</li> <li>• 1 year replacement Warranty</li> </ul>			
2.	<b>CCTV Camera</b> Model: DS-2CD2043G2-I(U) Brand: HikVision <ul style="list-style-type: none"> <li>• 4 MP WDR Fixed Bullet Network Camera</li> <li>• Image Sensor: 1/3" Progressive Scan CMOS</li> <li>• Max. Resolution: 1/3" Progressive Scan CMOS</li> <li>• Min. Illumination: Color: 0.005 Lux @ (F1.6, AGC ON), 0 Lux with IR on</li> <li>• Shutter Time: 1/3 s to 1/100,000 s</li> <li>• Day &amp; Night: IR Cut Filter</li> <li>• Angle Adjustment: Pan: 0° to 360°, tilt: 0° to 90°, rotate: 0° to 360°</li> <li>• Simultaneous Live View up to 6 channels</li> <li>• Up to 32 users, 3 levels: Administrator, Operator and User</li> <li>• Protocols: TCP/IP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, NTP, UPnP, SMTP, IGMP, 802.1X, QoS, IPv6, UDP, Bonjour, SSL/TLS, PPPoE</li> <li>• Face Detection</li> <li>• Network Storage: MicroSD/SDHC/SDXC card (256 GB) local storage, and NAS(NFS, SMB/CIFS), auto network replenishment (ANR)</li> <li>• Power Supply: DC, PoE (802.3af)</li> <li>• 1 year replacement Warranty</li> </ul>	15	13,334.00	200,010.00
3.	<b>Network Video Recorder (NVR)</b> Model: DS-9664NI-I8 Brand: Hikvision <ul style="list-style-type: none"> <li>• Up to 64 channel IP cameras</li> <li>• Up to 12 MP resolution</li> <li>• Incoming Bandwidth: 320 Mbps</li> <li>• Outgoing Bandwidth: 256 Mbps</li> <li>• Incoming Bandwidth (RAID Mode): 200 Mbps</li> <li>• Outgoing Bandwidth (RAID Mode): 200 Mbps</li> <li>• Decoding Format: H.265+/H.265/H.264+/H.264/MPEG4</li> <li>• Dual-Stream Recording</li> <li>• Stream Type: Video, Video &amp; Audio</li> <li>• Remote Connection</li> <li>• Network Interface: 2, RJ-45 10/100/1000-Mbps self-adaptive Ethernet interface</li> <li>• 8 SATA interfaces supporting hot-plug</li> <li>• Capacity: Up to 10TB capacity for each disk</li> <li>• USB Interface: Front panel: 2 × USB 2.0; Rear panel: 1 × USB 3.0</li> <li>• FCC Certification: Part 15 Subpart B, ANSI C63.4-2014</li> <li>• CE Certification: EN 55032:2015, EN 61000-3-2, EN 61000-3-3, EN 50130-4</li> <li>• 1 year replacement Warranty</li> </ul>	1	163,850.00	163,850.00
Total				484,770.00
17% GST				82,411.00
Grand Total				567,181.00



- 4.2 Liquidity damages at the rate of 2% per month, of the total cost, will be imposed in case of delayed delivery. Services will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provide & Supply Surveillance Equipment to IBA.
- 4.3 Performance Security 5% of the total amount of 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 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

#### **Article V**

#### **ARBITRATION & GOVERNING LAW**

- 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**

#### **TERMINATION**

- 6.1 "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 VII**

#### **OWNERSHIP**

- 7.1 The ownership of all products and services rendered under any contract arising as a result of this tender will be the sole property of IBA.

#### **Article VIII**

#### **INDEMNITY**

- 8.1 "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 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 & enforced to the fullest extent permitted by prevailing law.



**Article X**  
**INTEGRITY PACT**

- 11.1 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).
- 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 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 instruments, be 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 & 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 XII**  
**MISCELLANEOUS**

- 12.1 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.
- 12.2 The validity of the contract will be effective from the date of issue of the Purchase Order.
- 12.3 All terms and conditions of tender vide # ME/08/21-22 will be an integral part of this agreement.

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, Karachi

Dr. Muhammad Asad Ilyas

Registrar

CNIC #

**Dr. Muhammad Asad Ilyas**  
Registrar  
Former Chairperson Accounting & Law Department  
Institute of Business Administration (IBA),  
Karachi, Pakistan

Address:

Institute of Business Administration  
Main Campus, University Road, Karachi

M/s. M.M. Corporation

Name: Mohammad Muqem

Designation: Proprieter

CNIC # 42201-5306065-5

Address:

A-13, Al-Hilal Society, Opp. Askari Park,  
Karachi



**WITNESS:**

1.

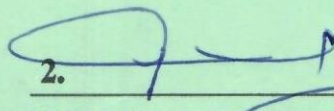


IBA, Karachi  
Syed Fahad Jawed  
Head of Procurement

CNIC # 4220191251363

Address:  
Institute of Business Administration  
Main Campus, University Road, Karachi

2.



M/s. M.M. Corporation  
Jameel Ahmed Siddiqui  
Manager Sales

CNIC # 42201-6967796-7

Address:  
A-13, Al-Hilal Society, Opp. Askari Park,  
Karachi

Focal Person IBA

Mr. Khulid Rishi

