

232001



STAMP OFFICE CITY COURT, KARACHI

Issued to Mr. S. M. Saeed & Brothers
 CNIC/LEG No. 42000-0514292-3
 Vide D.S.R. No. 34 Dt. 5.3.21
 On behalf of Officer No. 34 Dt. 5.3.21
 for the purpose of 1 Dt. 5.3.21

Rs. Ten Thousand Only

05 MAR 2021

05 MAR 2021

AGREEMENT

Provision of Wire & Cables

THIS AGREEMENT is executed at KARACHI, on this day March 08, 2021.

BETWEEN

M/s Institute of Business Administration, 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)

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 Provision of Wire & Cables vide tender # ME/09/20-21 for (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision of Wire & Cables" and "THE SUPPLIER" have offered to render all kind of Provision of Wire & Cables (including but not limited to the "Provision of Wire & Cables" 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.

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

WITNESSETH

A873885



M. MUSTAQEEM STAMP VENDOR

Shop # 10, Karim Plaza Near Civic Center, Karachi

Lic. No. 169

S. No.

14417

DATE: 24 FEB 2021

Abu Tahir Moosa Memon

Divorce High Court

Case No. 617, Karachi

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE: NOT FOR USED DIVORCE DEED

VALUE: RS.

STAMP VENDOR SIGNATURE

(RUPEES FIVE HUNDRED ONLY)

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Provision of Wire & Cables" discussions in respect of the same with "IBA" before the determination of Scope of Provision of Wire & Cables. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I

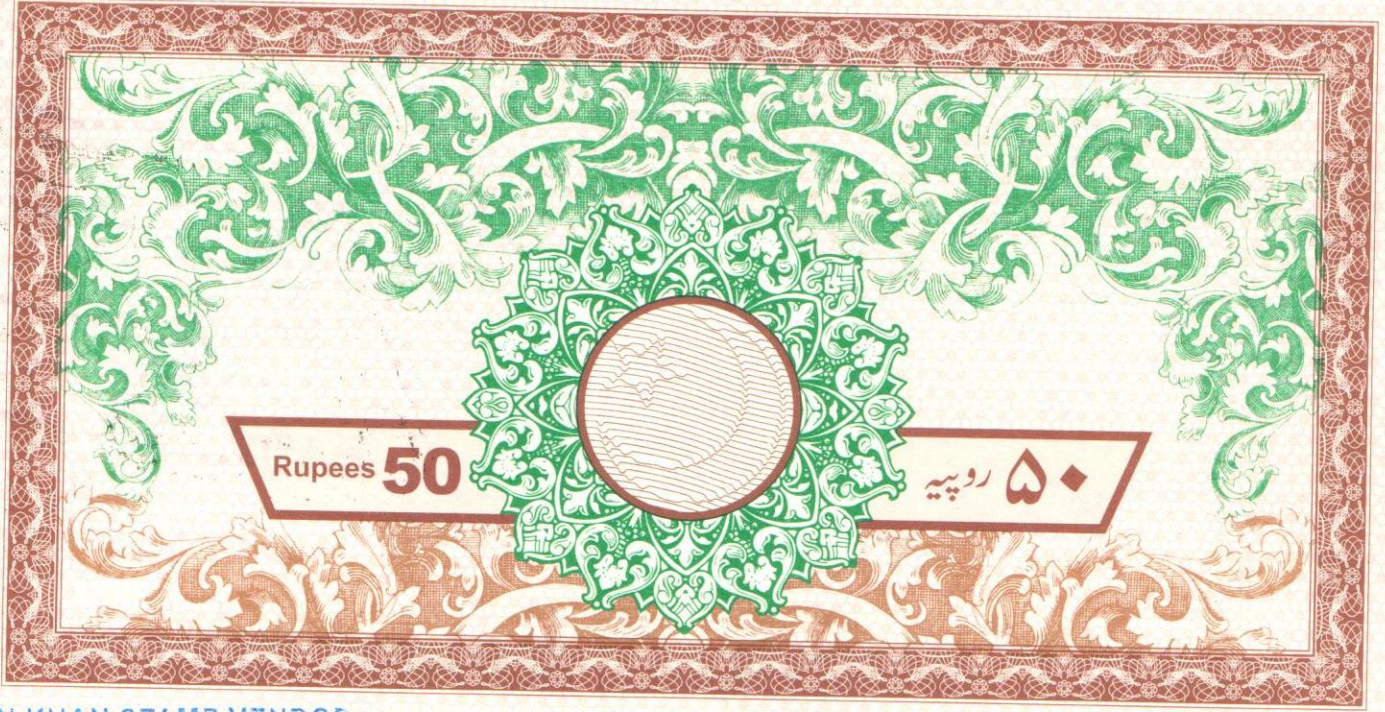
DUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Provision of Wire & Cables", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Provision of Wire & Cables 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 Operations & Maintenance of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision of Wire & Cables.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".

Article II

SCOPE OF PROFESSIONAL SERVICES

AB517656



M. IMRAN KHAN STAMP VENDOR
License No. 121, Shop No. 28, S.I.T.E. Market Karachi

26 FEB 2021

RUPEES FIFTY ONLY

S. No. 92456 Date:
Issued to With Address:
Through With Address:
Purpose:
Value Rs: Attached:
Stamp Vendor's Signature:
Not For Used Bank Guaranty/will/divorce
Vendor Not Responsible Any Fake Document

IMRAN AHMED
Advocate

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provision of Wire & Cables in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery on or before May 31, 2021.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLIER", will provide all required/necessary 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/09/20-21

Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs.3,001,608.00 (inclusive of all taxes) Provision of Wire & Cables vide tender # ME/10/20-21 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

S.#	Specification	Qty	Rate	Amount
1	WIRE 3/.029 CU/PVC 250/440V (Color Red) Brand: Poineer	7	2,599.00	18,193.00
2	WIRE 3/.029 CU/PVC 250/440V (Color Black) Brand: Poineer	7	2,599.00	18,193.00
3	WIRE	5	2,599.00	12,995.00

	3/.029 CU/PVC 250/440V (Color Yellow) Brand: Poineer			
4	WIRE 3/.029 CU/PVC 250/440V (Color Blue) Brand: Poineer	5	2,599.00	12,995.00
5	WIRE 7/.029 CU/PVC 250/440V (Color Red) Brand: Poineer	7	5,546.00	38,822.00
6	WIRE 7/.029 CU/PVC 250/440V (Color Black) Brand: Poineer	7	5,546.00	38,822.00
7	WIRE 7/.029 CU/PVC 250/440V (Color Yellow) Brand: Poineer	5	5,546.00	27,730.00
8	WIRE 7/.029 CU/PVC 250/440V (Color Blue) Brand: Poineer	5	5,546.00	27,730.00
9	CABLE 4MM1 Core CU/PVC 450/750V Brand: Poineer	7	7,231.00	50,617.00
10	CABLE 4MM 2Core Cu/PVC/PVC 300/500V Brand: Pakistan Cable	5	21,582.00	107,910.00
11	CABLE 4MM 4Core Cu/PVC/PVC 300/500V Brand: Poineer	5	44,636.00	223,180.00
12	CABLE 6MM 2Core Cu/PVC/PVC 300/500V Brand: Poineer	5	29,921.00	149,605.00
13	CABLE 6MM 4Core Cu/PVC/PVC 300/500V Brand: Poineer	5	52,876.00	264,380.00
14	CABLE 0.75mm2 BS : 6500 (2 Core) Cu/PVC/PVC 300/500V Brand: Poineer	7	6,965.00	48,755.00
15	CABLE 0.75mm2 BS : 6500 (3 Core) Cu/PVC/PVC 300/500V Brand: Poineer	7	9,221.00	64,547.00
16	CABLE 1.5mm2 BS : 6500 (2 Core) Cu/PVC/PVC 300/500V Brand: Poineer	7	10,497.00	73,479.00
17	CABLE 1.5mm2 BS : 6500 (3 Core) Cu/PVC/PVC 300/500V Brand: Poineer	7	14,715.00	103,005.00
18	CABLE	7		

	2.5mm ² BS : 6500 (4 Core)Cu/PVC/PVC 300/500V Brand: Pakistan Cable		31,392.00	219,744.00
19	CABLE 4mm ² BS : 6500 (2 Core) Cu/PVC/PVC 300/500V Brand: Poiner	5	22,367.00	111,835.00
20	CABLE 4mm ² BS : 6500 (4 Core)Cu/PVC/PVC 300/500V Brand: Pakistan Cable	5	47,088.00	235,440.00
21	LV WIRE CABLE 35mmsq 4-C PVC/PVC 600/1000V Brand: Pakistan Cable or equivalent	100 meter	2,834.00	283,400.00
22	LV WIRE CABLE 04mmsq 2-C PVC/PVC 600/1000V Brand: Pakistan Cable	2100 meter	101.00	212,100.00
23	LV WIRE CABLE 06mmsq 4-C PVC/PVC 600/1000V Brand: Pakistan Cable	1500 meter	148.00	222,000.00
Total			Rs. 2,565,477.00	
17% GST			Rs. 436,131.00	
Total Amount			Rs. 3,001,608.00	

- 3.1 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 30 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 Provision of Wire & Cables.
- 3.2 Partial Supply of BOQ Items will be allowed.
- 3.3 Payment will be made after delivery and submission of invoice.
- 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 papers 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 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 any time after issuing a 30 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
WARRANTY

- 7.1 M/s S. M. Saeed & Brothers should provide OEM warranty.

Article VIII
NOTICE

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

Article IX
INTEGRITY PACT

- 9.1 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).
- 9.2 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.
- 9.3 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.
- 9.4 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 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

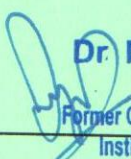
11.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.

11.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

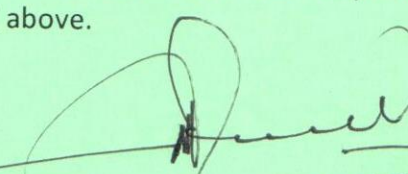
11.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.

11.4 All terms and conditions of tender vide # ME/09/20-21 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.

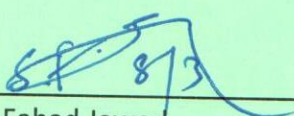

Dr. Mohammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan
"IBA"
NAME: Dr. Muhammad Asad Ilyas

CNIC # _____
Address: _____
Registrar, Institute of Business
Administration Main Campus
University Road, Karachi



M/s S. M. Saeed & Brothers
NAME: S.M. Saeed
S. M. SAEED & BROTHERS
Government Contractor & Supplier
PTCL Approved Contractor
Office S-10, Noman Arcade

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

WITNESS:

1. 
Syed Fahad Jawed
CNIC # 42201-9125135-3
Address: _____
Head of Procurement
Institute of Business
Administration Main Campus
University Road, Karachi

Focal Person IBA
Mr. Rehan Hussain

2. 
M/s S. M. Saeed & Brothers
NAME: Hammad Saeed
CNIC #: 42101-5663940-1
Address: S-10 Noman Arcade, Block-14
Opp. National Stadium, Gulshan-e-Iqbal
Karachi