

Rgn 149d/c cr/no 142

AGREEMENT

Supply & Commissioning of Passive Networking

THIS AGREEMENT is executed at KARACHI, on this day May 21, 2021.

BETWEEN

M/s Institute of Business Administration, Karachi through its Head of ICT (Acting) 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 NK Computers, having its office at WH-18 6th Floor Techno City Mall Main Hasrat Mohani Road 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 M Noman Khan, holding CNIC No. 42101-7410132-30 on the SECOND PART.

WHEREAS "IBA" intends to obtain Supply & Commissioning of Passive Networking vide tender # IT/10/20-21 for the Supply & Commissioning of Passive Networking (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply & Commissioning of Passive Networking" and "THE SUPPLIER" have offered to render all kind of Supply Commissioning of Passive Networking including but not limited to the "Supply Commissioning of Passive Networking" 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:

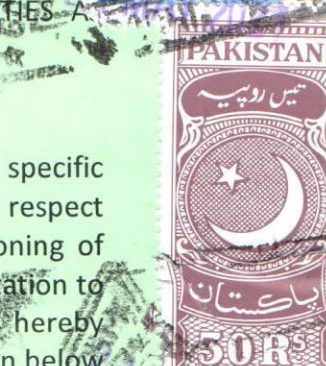
WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Supply & Commissioning of Passive Networking" discussions in respect of the same with "IBA" before the determination of Supply & Commissioning of Passive Networking to provide with any/all other relevant details for presentation to "IBA" for Supply & Commissioning of Passive Networking. "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 SERVICES AND AGREEMENT

Supply & Commissioning of Passive Networking vide tender # IT/10/20-21



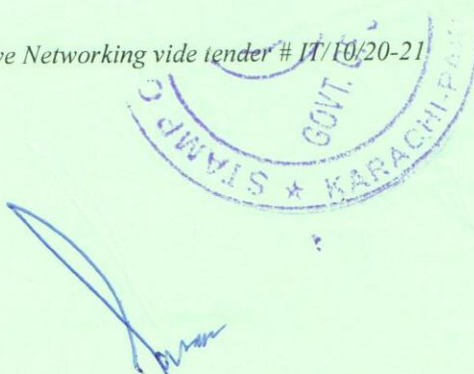
OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi.

21 MAY 2021

- 1.1 "THE SUPPLIER" agrees to Supply & Commissioning of Passive Networking 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 Head of ICT (Acting), of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Supply & Commissioning of Passive Networking.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.4 All logistic charges will be borne by "THE SUPPLIER".

Article II
SCOPE OF PROFESSIONAL SERVICES

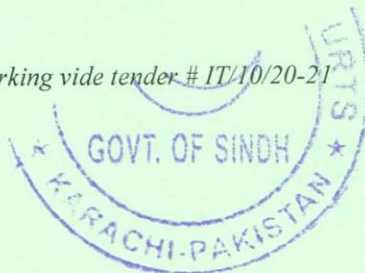
- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Supply & Commissioning of Passive Networking in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 "THE SUPPLIER" 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.
- 2.4 No pirated / forged / tampered material would be accepted. In later stage/ period, if found, the supplier would be penalized according to the prevailing rules of the country.
- 2.5 All licenses will be delivered directly to the location, as per the discretion of IBA. If licenses delivered are not conforming to the specifications and bill of quantity, the licenses will not be accepted.
- 2.6 End to end deployment of the procured product.
- 2.7 Delivery with commissioning of Passive Networking on or before May 26, 2021.
- 2.8 The Supplier shall indemnify & hold the IBA harmless against all the third party(ies) claim(s) of infringement of patents, trademark or industrial decision rights arising from use of the service(s) or any part thereof.



Article III
REMUNERATION

3.1 The cost offered by the SERVICE PROVIDER is Rs. 423,983.00 (inclusive of all taxes) Supply & Commissioning of Passive Networking vide tender # IT/10/20-21 variation may have occurred. Details of items are appended below;

				M/s. NK Computers	
S.#	Specification	Qty	UoM	Rate	Amount
1	48 PORT PATCH PANEL LOADED; 48 port patch panel fully loaded; 3M brand	1	Pcs.	30,000.00	30,000.00
2	24 PORT PATCH PANEL LOADED; 24 Port Patch Panel Fully Loaded; 3M Brand	1	Pcs.	17,000.00	17,000.00
3	12U RACK WITH 2 COOLING FANS; Rack/Cabinet (size 12U) To mount the network switches, patch panels and cable managers inside.	1	Pcs.	10,000.00	10,000.00
4	CABLE MANAGER; Cable manager to properly harness the network cables inside the rack; 3M Brand	2	Pcs.	2,500.00	5,000.00
5	4 PORT PDU (BRITISH SOCKET); PDU of 4 sockets to power up the active network components (switches) inside the rack. Schneider Brand	1	Pcs.	1,800.00	1,800.00
6	BACK BOX; Back box for fixing face plates for fixing network I/O.	61	Pcs.	65.00	3,965.00
7	CHANNEL DUCT (25 MM X 25 MM); Channel duct (25mm X 25mm)(per ft length)for laying network cables concealed in floor or run on wall; Adamjee Brand	170	Ft.	65.00	11,050.00
8	PVC PIPE; PVC pipe (1.5 in dia),PVC pipe (1.5 in dia)(per ft length)for laying network cables concealed in floor. Galco Brand	30	Ft.	55.00	1,650.00



9	OTHER ACCESSORIES FOR CHANNEL DUCT AND CABLE; Other accessories for channel duct and cable laying (e.g., bends, unions, screws, sockets, washers, plugs etc.).	1	Pkt.	3,000.00	3,000.00
10	CHANNEL DUCT (40 MM X 40 MM); Channel duct (40 mm X 40 mm) (per ft length) for laying network cables concealed in floor or run on wall; Adamjee Brand	150	Ft.	90.00	13,500.00
11	LABOUR CHARGES CABLE LAYING; Cable laying and installation all related items I/O Punching Phase plate back box and PVC Pipe fitting (per ft).	5500	Job	12/FT	66,000.00
12	3M CAT 6 GIGA CABLE; UTP, cat 6 network cable (running length per ft); 3M Brand	5500	Ft.	19/FT	104,500.00
13	PATCH CABLE 3M; UTP, cat 6 network cables (3 mtr length) with RJ-45 connectors; 3M Brand	61	Pcs.	550.00	33,550.00
14	PATCH CABLE 1M; UTP, cat 6 network cables (1 mtr length) with RJ-45 connectors; 3M Brand	65	Pcs.	350.00	22,750.00
15	I/O; Network I/O ports providing connectivity; 3M Brand	61	Pcs.	450.00	27,450.00
16	SINGLE SHUTTER FACEPLATE; Face plates for fixing network I/O; 3M Brand	61	Pcs.	220.00	13,420.00
Total				Rs. 364,635.00	
17% GST				Rs. 50,768.00	
13% SST				Rs. 8,580.00	
Grand Total				Rs. 423,983.00	

3.2 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.

"THE SUPPLIER" have to deliver the required number of Supply & Commissioning of Passive Networking to IBA.

- 3.3 Performance Security 5% of total amount of Purchase Order will be provided by "THE SERVICE PROVIDER".
- 3.4 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SERVICE PROVIDER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.5 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER 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 15 days' notice.

Article VI **INDEMNITY**

- 6.1 "THE SERVICE PROVIDER" 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 SERVICE PROVIDER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SERVICE PROVIDER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

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
PAYMENT TERM

8.1 Payment will be made after submission of invoice to Procurement Department.

Article IX
DELIVERY & INSTALLATION TIME

9.1 The items should be delivered within 15 days with installation and commissioning from the date of acceptance of Purchase Order.

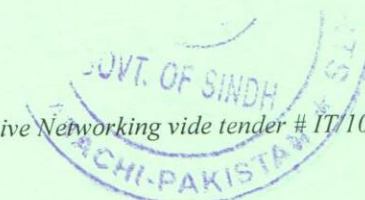
Article X
INTEGRITY PACT

10.1 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).

10.2 Without limiting the generality of the forgoing the M/s NK Computers, 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.

10.3 M/s NK Computers, 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.

10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s NK Computers, 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 NK Computers, as aforesaid for the purpose of



obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XI
SEVERABILITY

11.1 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 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 Purchase Order.

12.3 All terms and conditions of Tender vide # IT/10/20-21 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.

"IBA"

NAME: Syed Wajeeh Zaidi

CNIC # 42401-1999900-9

Address:

Head of ICT (Acting), Institute of Business
Administration Main Campus
University Road, Karachi

M/s NK Computers

NAME: Noman Khoso

CNIC# 42101-7410132-3

Address:

WH-18 6th Floor Techno City Mall
Main Hasrat Mohani Road
Karachi

3. _____

"IBA"

NAME: Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Head of Procurement

4. _____

M/s NK Computers

NAME:

CNIC # 42101-33194531-
Address: WH-18 6th floor Techno
city mall

Institute of Business
Administration Main Campus
University Enclave, Karachi

Focal Person IBA

Mr. Wajeeh Zaidi

