



Rs 3,401/-

Please Write Below This Line





SEEMA BEGUM
STAMP VENDOR
GoS-KHI-

Lic No.48, Office No. C-1,
Ground Floor, R.S 12,
Sector-3, Zindani Corner,
North Karachi, Karachi

Sale Register Serial No. 115 68
Date of Issue: 06-May-2025
Paper Issued to: Taha Siddiqui Advocate [Ledger 15126-KHI]
Address: Karachi
Contact No.0000-0000000
Purpose: Agt/Affidavit
Challan No. 2025B732D8838E8A
Date: 25-Apr-2025



-----Please Write Below This Line-----

You can verify your Stamp paper by scanning the QR code or online www.estamps.gos.pk by using the "Verification Through Web" option before purchased

Provide and Supply Network Switches with Support

THIS AGREEMENT is executed at KARACHI, on this day _____, 2025.

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 COMMTEL having its office at Office – C-37, Block-4, Clifton, 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. Asher Faisal Khan, holding CNIC No. 35202-1988624-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain 'Provide and Supply Network Switches with Support' vide Tender # IT/09/24-25 (IBA requirement) 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 supplier for the specific purpose of "Provide and Supply Network Switches with Support". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

fidh

Article I
DUTIES & SCOPE OF WORK

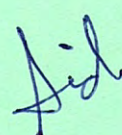
- 1.1 This service includes, the "Provide and Supply Network Switches with Support", discussions with "IBA" before the determination of scope of services with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Services(s) & Work(s) of 'Provide and Supply Network Switches with Support' 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 Manager IT, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed 'Provide and Supply Network Switches with Support'.
- 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 Office located at Main Campus, University Enclave, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by "THE SUPPLIER".
- 1.7 "THE SUPPLIER" shall be responsible to provide hardware support with parts.
- 1.8 Support from the Senior Hardware Engineers shall be available from "THE SUPPLIER" in solving and troubleshooting the problems if IBA Karachi needs any guidelines.

Article II
SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SUPPLIER" will 'Provide and Supply Network Switches with Support' at IBA Main Campus, University Enclave, University Road, Karachi.
- 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" 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 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "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.
- 2.6 This Agreement shall be effective from **March 03, 2025**, till the completion of warranties and support after the delivery of required items as per Bill of Quantity.

Article III
REMUNERATION

- 3.1 The charge(s)/cost(s) offered by the Supplier/Service Provider is Rs. 971,653/- total for five-years (inclusive of all taxes) 'Provide and Supply Network Switches with Support', variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

MMTEL 

S.No.	Item	Detail	Part No.	Model	Description	Quantity	Unit Price	Total Amount
1	Huawei Cloud Engine S5735-L24P4XE-A-V2 (C13_Britain)	Network Switch	98012026-001	S5735-L24P4XE-A-V2	S5735-L24P4XE-A-V2 (24*10/100/1000BASE-T ports, 4*10GE SFP+ ports, 2*12GE stack ports, PoE+, AC power, Specially protected models)	2 Units	301,859	603,717
2		Software License	88037BNM	L-MLIC-S57L	S57XX-L Series Basic SW, Per Device	2 Units	33,543	67,087
3		Warranty & Support	88134UGQ-52W	98012026-001_88134UGQ-52W_60	S5735-L24P4XE-A-V2 (24*10/100/1000BASE-T ports, 4*10GE SFP+ ports, 2*12GE stack ports, PoE+, AC power, Specially protected models)_Co-Care Standard S5735-L24P4X-A_60Month(s)	1 Job	158,363	158,363
	Total Amount in PKR (without Tax)							829,167
	15% SST (where applicable)							33,817
	18% GST (where applicable)							108,669
	Grand Total Amount in PKR (with All Taxes)							971,654

3.2 Payment Terms

Complete payments will be made within 30 working days after the complete delivery and submission of the commercial invoice. (Same also mentioned in the Standard Building Document).

3.3 Liquidated Damages

- (a) In case of breach of agreement, calculation will be done as per table below and IBA reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rates prescribed in (Agreement) on the invoiced amount to each violation of agreement.
- (b) If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it altogether with serving 15 days prior notice.
- (c) In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per following table;

Level	Event	% of Invoiced amount per violation
L1	Severe	1%
L2	Critical	0.5%
L3	High	0.3%
L4	Moderate	0.1%

- 3.4 Performance Security 5% of total amount of the Letter of Intent/Acceptance will be provided by “THE SUPPLIER”.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / purchase / 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), Custom Duty/Excise Duty etc. if any or additional (other than Sales/Service Tax), will be paid/borne by “THE SUPPLIER” as per SRO/Notification.

fid

COMMTEL

Article IV

ANNUAL SUPPORT & MAINTENANCE TERMS

- 4.1 The Agreement of 'Provide and Supply Network Switches with Support' shall include the following activities;
- 05-years maintenance support with parts, for all the equipment listed in Bill of Quantity.
 - The Bidder will be required to undertake Agreement of 'Provide and Supply Network Switches with Support and maintenance with related components.
 - The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
 - Back to back support for items mentioned in the Bill of Quantity from principal.

Article V

FUTURE DEVELOPMENTS AND UPGRADES

- 5.1 "THE SUPPLIER" shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 5.2 Any additional requirements requested by IBA will be subject to mutually agreed additional charges based on the complexity of the requirements and/or changes.

Article VI

DATA PROTECTION

- 6.1 In addition to and notwithstanding any other right or obligation arising under this Agreement "THE SUPPLIER" shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure that any or all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuse, and that only "THE SUPPLIER" personnel designated for the purpose of Services have access to the Data.
- 6.2 "THE SUPPLIER" shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
- Comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA's or IBAs of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for the purpose of this Agreement; and
 - Use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with use of such Data, and not retain the Data for any longer than is necessary for these purposes; and
 - Not disclose the Data without the written authority of IBA (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to THE SUPPLIER within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
 - Observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
 - Take all reasonable steps to ensure the reliability of the personnel which will have access to any Data and ensure that any employee of THE SUPPLIER (or of any of THE SUPPLIER's sub-contractors) requiring access to any data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may

also lead THE SUPPLIER (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and

- (f) Consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is in accordance with this Agreement and to make the changes suggested (at THE SUPPLIER's cost) unless THE SUPPLIER can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause.
- (g) Immediately notify IBA when it becomes aware of a breach of this Clause.
- (h) THE SUPPLIER acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom THE SUPPLIER is authorized to publish or disclose the fact or document) may be a criminal offence.

Article VII

ADD-ON EQUIPMENT

7.1 Any equipment or complete devices may be added to this Agreement at IBA's request at any time; however proportional charges for the specific equipment shall be added in the Agreement.

Article VIII

SUPPLIER's OUT OF SCOPE RESPONSIBILITIES

8.1 Burnt / damaged parts replacement.

8.2 In terms of damage "THE SUPPLIER's" Engineer will inform IBA Staff at his premises and in terms of burnt report will share IBA within 02 working days.

8.3 Burnt and damaged parts would be replaced after IBA's approval and charged separately.

Article IX

ARBITRATION

9.1 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 X

FORCE MAJURE

10.1 "THE SUPPLIER" shall not be asked for 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 public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article XI

RENEWAL

11.1 This Agreement shall be renewed with mutual consent & satisfactory performance if the IBA, Karachi and "THE SUPPLIER" agree so.

Article XII

TERMINATION

12.1 "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 XIII
INDEMNITY

- 13.1 "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 XIV
NOTICE

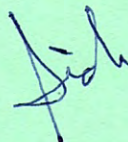
- 14.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article XV
INTEGRITY PACT

- 15.1 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).
- 15.2 Without limiting the generality of the forgoing "THE SUPPLIER", 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.
- 15.3 "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. 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.
- 15.4 Notwithstanding any right and remedies exercised by the IBA in this regard, "THE SUPPLIER", 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 SUPPLIER, as aforesaid for the purpose of obtaining or inducing procurement /work/ service or other obligation or benefit in whatsoever from the IBA.

Article XVI
MISCELLANEOUS

- 16.1 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.
- 16.2 The validity of the contract will be effective from the date of issue of Letter of Acceptance or Letter of Intent or Purchase / Work Order.
- 16.3 All terms and conditions of tender vide # IT/09/24-25 will be the integral part of this agreement and can't be revoked.

COMMITTEE


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: **Dr. Mohammad Asad Ilyas**
Registrar

Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),

CNIC # _____
Karachi, Pakistan

Address:

Registrar,
Institute of Business Administration, Karachi
Main Campus, University Enclave,
University Road, Karachi

WITNESS:

1. _____

CNIC # 422019125136 3

Address:

Head of Procurement
Institute of Business Administration, Karachi
Main Campus, University Enclave,
University Road, Karachi

Focal Person IBA

M/s Commtel

NAME: Asher Faisal Khan
CEO

CNIC# 35202-1988624-3

Address: C-37, Shahrah-e-Attar, Block-4, near
Russian Consulate, Clifton, Karachi.

2. _____

M/s Commtel

NAME: Junaid Ahmed
Account Manager

CNIC # 45504-7304729-7

Address: C-37, Block-4, Clifton, Karachi