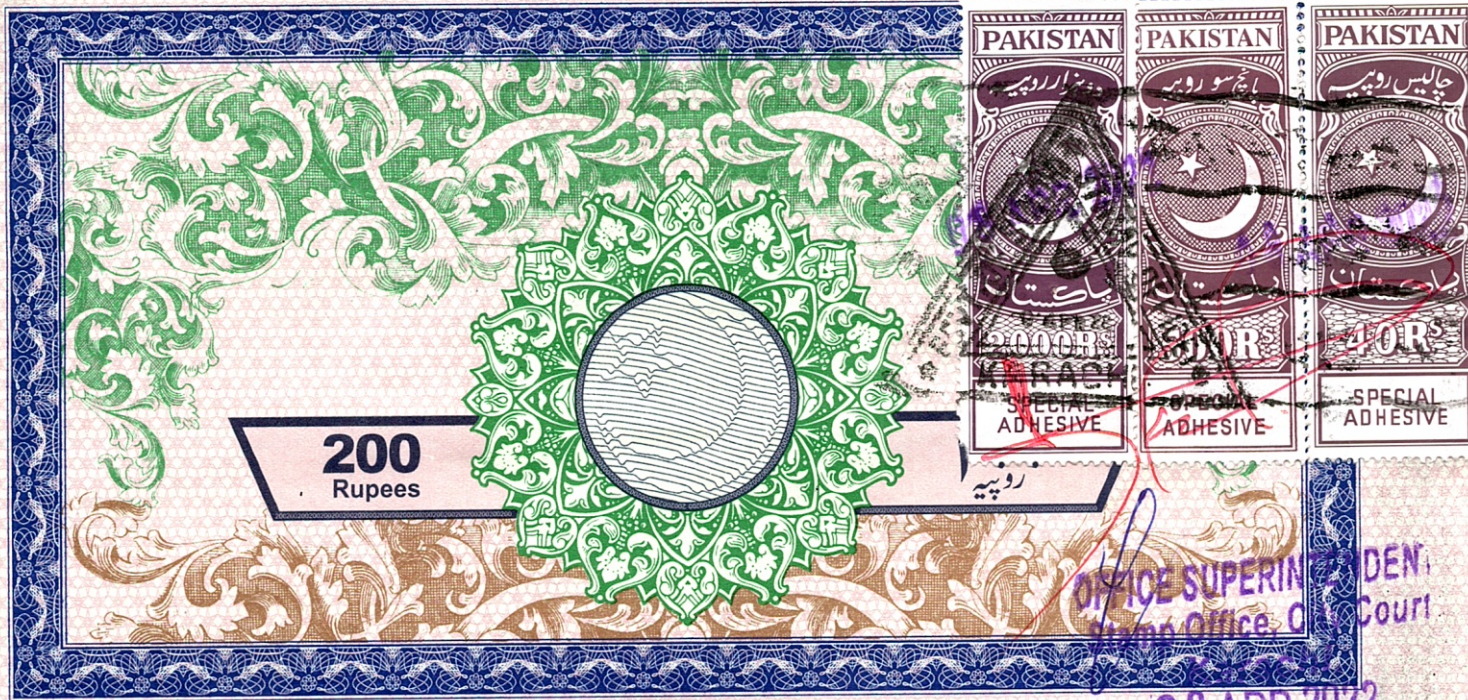


F445953



SYED NAYAB SHAH STAMP VENDOR
Licence # 135 Shop # 1, Ellahi Centre,
Near FTC Shahr-e-Faisal, Karachi.

23 FEB 2022

RUPEES TWO HUNDRED

S.No: 3644 DATE:
ISSUED TO WITH ADDRESS MUBASHIR ALI SHAH
THROUGH WITH ADDRESS Leg: # 3802 Advocate
PURPOSE:
VALUE RS. 200 ATTACHED:
STAMP VENDOR'S SIGNATURE:
Not For Use Free Will & Divorce Deed
Vendor Not Responsible Any Fake Documentation

AGREEMENT Provide & Supply Laptops

This AGREEMENT is executed at KARACHI, on this day of April 8th, 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. Apollo Telecom (Private) Limited, having its office at Office # 707, 7th Floor, Port-Way Trade Centre, Shahr-e-Faisal, 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 Manager, Mr Suleman Aziz, holding CNIC No. 42301-8163125-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply Laptops vide tender # IT/19/21-22 for the Provide & Supply Laptops 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 Laptops" vide tender # ____ . "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 Laptops 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 of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Provide & Supply Laptops.
- 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 30 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. 700,128/- (inclusive of all taxes) Provide & Supply Laptops vide tender # IT/19/21-22 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	Provide & Supply Laptops Microsoft Surface Pro 7+, M1960 Processor: Intel® Core™ i7-1165G7 (11th Generation) Cache: 12 MB Memory: 16 GB LPDDR4X SDRAM Storage: 512 GB SSD Card Reader: microSDXC Display: 12.3" touchscreen native resolution (2736 x 1824) GPU: Intel Iris Xe Graphics Webcam: Resolution (1080p), 8 Megapixel (rear), 5 Megapixel (front) Sound: Dual stereo speakers, dual array microphone Sensors: Accelerometer, Ambient light sensor, Gyro sensor, Magnetometer Ports: 1 Dock; 1 X Headphone; 1 X SurfaceConnect, 1 X USB 3.0; 1 X USB-C O/S: Windows 10 Pro / 11 Peripherals: Clickpad with multi-touch gesture support; Detachable keyboard; Microsoft surface arc wireless mouse; Touch pen Warranty: 1 year comprehensive (parts & labor) and verifiable	2	350,064.00	700,128.00
Total				700,128.00
GST				0.00
Grand Total				700,128.00

- 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 Laptops 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

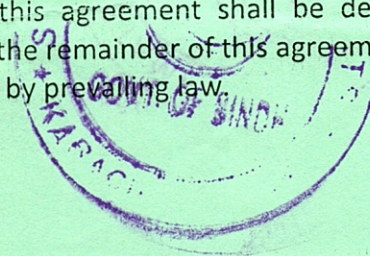
NOTICE

- 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

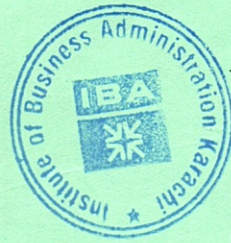
- 11.1 The intention not to obtain the procurement/work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 11.2 Without limiting the generality of the forgoing the M/s. Apollo Telecom (Private) Limited 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. Apollo Telecom (Private) Limited 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. Apollo Telecom (Private) Limited 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. Apollo Telecom (Private) Limited, 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 # IT/19/21-22 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.



Dr. Muhammad Asad Ilyas
IBA, Karachi
Registrar
Formerly Under Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan
CNIC # 42301-44977229

Address:

Institute of Business Administration
Main Campus, University Road, Karachi

Suleman Aziz
M/s. Apollo Telecom (Private) Limited
(Name) Suleman Aziz
(Designation) Sales Account Manager
CNIC # 42301-8163125-3

Address:

Office # 707, 7th Floor, Port-Way Trade
Centre, Shahrah-e-Faisal, Karachi

WITNESS:



1. Syed Fahad Jawed
IBA, Karachi
Syed Fahad Jawed
Head of Procurement
CNIC # 42201-9125136-3

Address:

Institute of Business Administration
Main Campus, University Road, Karachi

2. Hasan Jamal Khan
M/s. Apollo Telecom (Private) Limited
(Name) Hasan Jamal Khan
(Designation) Regional Sales Manager -
South
CNIC # 42201-0449630-1

Address:

Office # 707, 7th Floor, Port-Way Trade
Centre, Shahrah-e-Faisal, Karachi

Focal Person IBA Mr. Wajeeh Zaidi

