



Rs. 15



Rs. 15

1000
Rupees۱۰۰۰
روپیہ

Rs. 15



Rs. 15



Rs. 15

SHARJEEL AHMED SHAikh STAMP VENDOR

Licence No: 1234567890 No: 15, Karim Plaza,
Gulshan-e-Iqbal, Civic Centre Karachi

068157

S. No: 010 Date: 10 1 JUN 2018

Issued to: Syed Aftab Ali Shar

Through: Syed Aftab Ali Shar

Purpose: Attached

Value Rs: 1000

Stamp Vendor's Signature: Syed Aftab Ali Shar

Not For use Bank Guarantee/will/divorce/other

not responsible Any False Documentation

10 1 JUN 2018

Syed Aftab Ali Shar
Advocate

RUPEES ONE THOUSAND ONLY

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day June...¹⁹..., 2018.

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Imran Batada (Director ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

AND

M/s Total Network Solution, having its office at # Suit No. 2, 3rd Floor, BB Mall, Opp. NEDUET, 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. Tehseen Ahmed, holding CNIC No. 42201-0301744-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain Supply of Laptop vide tender # IT/03/17-18 for the Supply of Laptop vide Model # Apple Mac Book Pro MPTT2 (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply of Laptop vide Model # Apple Mac Book Pro MPTT2" and "THE SUPPLIER" have offered to render all kind of Supply of Laptop (including but not limited to the "Supply of Laptop vide Model # Apple Mac Book Pro MPTT2" 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.



"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Supply of Laptop vide Model # Apple Mac Book Pro MPTT2" discussions in respect of the same with "IBA" before the determination of Scope of Supply of Laptop to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Supply of Laptop vide Model # Apple Mac Book Pro MPTT2. "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 WORK AND AGREEMENT

- 1.1 This Agreement includes, the "Supply of Laptop vide Model # Apple Mac Book Pro MPTT2", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Supply of Laptop vide Model # Apple Mac Book Pro MPTT2 and Installation 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 Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Supply of Laptop.
- 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 Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.6 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 work and to check the execution of Supply of Laptop vide Model # Apple Mac Book Pro MPTT2 in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "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 Delivery before June 25, 2018.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "THE SUPPLIER", will provide all required/necessary carpenter(s) / labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/03/17-18.

- 3.1 The cost offered by the Supplier is Rs. 406,224.00 (inclusive of all taxes) Supply of Laptop vide Model # Apple Mac Book Pro MPTT2, tender # IT/03/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

Item	Description (Equivalent or Higher)	Qty	Model	Rate
1	Laptop: Mac Book 15-inch Touch Bar & Touch ID Generation: 2.7GHz quad-core 7th Generation intel core i7 Processor (Turbo Boost up to 3.6GHz) with 6MB shared L3 cache or higher RAM: 16 GB of 2133MHz DDR3L onboard memory or higher Hard Drive: 512GB Flash Storage, Radeon Pro 560 with 4GB GDDR5 memory Display: Retina display: 15.4-inch (diagonal) LED-backlit display with IPS technology or higher. 2880-by-1800 resolution Video Card: Intel Iris Plus Graphics 640 or higher Ports/Interface: (USB-C) ports, as per manufacturer Webcam: as per manufacturer Wireless: Bluetooth as per manufacturer Adapter: 61W USB-C power as per manufacturer Battery: 10 hours or better as per manufacturer Laptop Carrying Bag: YES, slim same brand bag Operating System: Mac OS Sierra Operating System Support: Free Touch Pad: Force touch track pad. Warranty: As per manufacture	1	Apple Mac Book Pro MPTT2	406,224.00
Total Amount			Rs. 406,224.00	

- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 25 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 Supply of Laptop vide Model # Apple Mac Book Pro MPTT2 to IBA.

- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.

- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by the party.

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 and CEO of the company / firm / agency 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 anytime after issuing a 15 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:
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:
INTEGRITY PACT

- 8.1 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).
- 8.2 Without limiting the generality of the forgoing the M/s Total Network Solutions 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.

- 8.3 M/s Total Network Solutions, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or
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8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Total Network Solutions, 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 Total Network Solutions, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**Article IX:
MISCELLANEOUS**

9.1 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.

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

9.3 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.

9.4 The validity of the contract will be effective from the date of issue of Purchase Order.

9.5 All terms and conditions of tender vide # IT/03/17-18 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: Imran ~~Batata~~

CNIC # _____

Address:

Director, ICT Institute of Business
Administration Main Campus
University Road, Karachi

1.

M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____

M/S Total Network Solutions

NAME: Mr. Tehseen Ahmed

CNIC # 42201-0301744-5

Address:

Suit No. 2, 3rd Floor, BB Mall,
Opp. NEDUET, Karachi

2. SAIFULLAH KHAN

CNIC# 7101-3655980-5

Address: FLAT#5/33-B, BLOCK-2
P.E.C.H.S. KARACHI