



MUHAMMAD MUSLIM STAMP VENDOR

LIC No. 43, Shop No. 8, D.C. Central Karachi

S.NO. 20380 Dated 25 APR 2018

Issued To With Address

Through with Address

Purpose

Values Rupees (Attested)

Stamp Vendors Signature

25 APR 2018

(RUPEES ONE HUNDRED ONLY)

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day April 30, 2018.

BETWEEN

M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Road, 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 NK Computers, having its office at # WH-18, 6th Floor Techno City Mall, Main Hasrat Mohani Road, Off. I. I. Chundrigar 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 Mr. Noman Khan, holding CNIC No. 42101-7410132-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Supply of Miscellaneous Network Equipment and Installation vide tender # IT/12/17-18 for the Supply of Miscellaneous Network Equipment and Installation (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply of Miscellaneous Network Equipment and Installation" and "THE SUPPLIER" have offered to render all kind of Supply of Miscellaneous Network Equipment and Installation (including but not limited to the "Supply of Miscellaneous Network Equipment and Installation" 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:



MUNAMMAD SHAHID STAMP VENDOR

Licence No. 137, Shop 46, Habib Bank Chowrangl S.L.T.E Karachi

S.No. 27642 Dated

Issued To With Address

Through With Address

Purpose

Valuer, Rupees

Stamp Vendor's Signature

This Stamp Paper is not valid for Divorce and Free Will purposes.

25 APR 2018

RUPEES FIVE HUNDRED ONLY

SYED ZAHID ALI
advocate
(Appointed)

Voluntary Donation



YOUNUS KHAN STAMP VENDOR

Plot 9, Sector 1, District East, Karachi

Serial 29068 Dated 24 APR 2018

Issued to with order SYED SHOKAT AL

Through with Address SYED SHOKAT AL

Purposed Revenue Denomination

Issued Rs. 200

Stamp Vendor Sign SYED SHOKAT AL

24 APR 2018

(RUPEES TWO HUNDRED ONLY)

Revenue Denomination

57



YOUNUS KHAN STAMP VENDOR

No. 8, Seat No 6, 2nd Compound, District East, Ferozpur

S.No. 2865

Issued to with order

Through with Address

Purposed Stamp

valued Rs. 200

Stamp Vendor Sign [Signature]

24 APR 2018

(RUPEES TWO HUNDRED ONLY)

Reverse Document

58

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Supply of Miscellaneous Network Equipment and Installation" discussions in respect of the same with "IBA" before the determination of Scope of Work Supply of Miscellaneous Network Equipment and Installation to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Supply of Miscellaneous Network Equipment and Installation. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

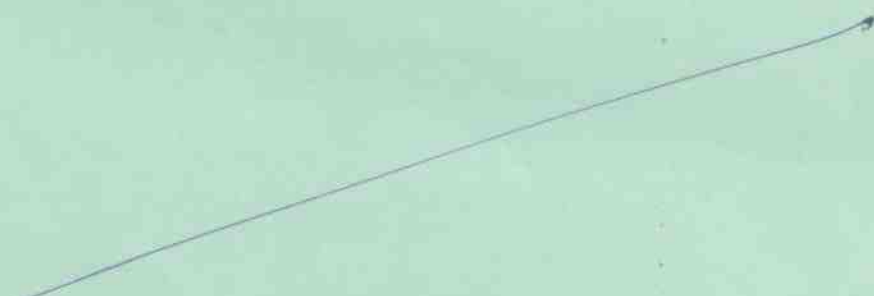
Article I:

DUTIES & SCOPE OF WORK AND AGREEMENT

- 1.1 This Agreement includes, the "Supply of Miscellaneous Network Equipment and Installation", 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 Miscellaneous Network Equipment 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 Miscellaneous Network Equipment and Installation.
- 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 Miscellaneous Network Equipment and Installation 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.
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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 10 days after getting Work Order.

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/12/17-18.

Article III **REMUNERATION**

3.1 The cost offered by the Supplier is Rs. 258,985.00 (inclusive of all taxes) Supply of Miscellaneous Network Equipment and Installation vide tender # IT/12/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

City Campus Aman Tower Computer Lab BOQ			Rate	Amount
S No.	Item Description	Qty		
Passive Items for LAN Infrastructure				
1	3M Volition™ or equivalent CAT-6 UTP 24 Port Patch Panel Loaded with Cat-6 I/Os Straight, 1U (1.75 in) x 19.0 in	2	14,100.00	28,200.00
2	3M Volition™ or equivalent Cable Managment Panel, Horizontal Finger Duct, Single-sided, 1U (1.75 in) x 19.0 in Front: H 1.5 in x D 2.0 in	2	2,000.00	4,000.00
3	3M Volition™ or equivalent Cat 6 RJ 45 to RJ 45 Patch Cable, UTP,PVC, 1m Blue	43	360.00	15,480.00
4	3M Volition™ or equivalent Cat 6 RJ 45 to RJ 45 Patch Cable, UTP,PVC, 3m Blue	43	480.00	20,640.00
5	3M Volition™ or equivalent RJ45K6 Jack, Cat 6, UTP, T568A/T568B Wiring, Unshielded	42	420.00	17,640.00

6	3M Volition™ or equivalent UK Single Gang Faceplate with back box, 1 port, w/o shutter, with 3M logo (White)	42	198.00	8,316.00
7	3M Volition™ or equivalent Cat 6 Cable, UTP,PVC 4-pair UTP cable, exceed TIA/EIA-568-B.2-1, 305m box	3	15,260.00	45,780.00
8	Toten or equivalent 9U wall-Mounted cabinet 600*600, lockable front glass door, including two way exhaust fan, 1 fixed tray, removable side panels, black powder coated, Loading capacity 60KG, Comply with ANSI/EIA RS-310-D, IEC297-2, DIN41494;PART1, DIN41494;PART7, ETSI standard	1		9,000.00
PVC Laying Material				
1	16x25mm channel duct with all fitting material (per feet)	100	25/ft	2,500.00
2	40x40mm channel duct with all fitting material (per feet)	130	60/ft	7,800.00
3	40x60mm channel duct with all fitting material (per feet)	50	70/ft	3,500.00
4	PVC Flexible pipe 1-inch	100	7/ft	700.00
5	PVC Flexible pipe 2-inch	10	14/ft	140.00
				Rs:163,696.00
				Rs: 191,524.00
Service & Installation				
1	Complete laying of UTP Cabling, ducting, piping, termination, tagging, proper cable harnessing / organizing and rack installation with all respect.	ONE JOB		45,000.00
2	UTP Fluke testing (Fluke Analyzer DTX-1800)	42	350.00	14,700.00
Total				Rs.59,700.00
With SRB13%				Rs.67,641.00
Total Amount				Rs. 258,985.00

- 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 Miscellaneous Network Equipment and Installation 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.
- 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 Duty 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 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.
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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 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.
- 8.3 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.
- 8.4 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 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/12/17-18 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

M/S NK Computers

NAME: Noman Khan

CNIC # 42101-7410132-3

Address:

WH-18, 6th Floor Techno City Mall,
Main Hasrat Mohani Road
Off. I. I. Chundrigar Road, Karachi

1.


M. SOHAIL KHAN
Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____

2.

Saad Abu Baker

CNIC# 42401-3310819-1

Address: _____