

U775006

CH240 19370

23-11-21



**ANIL AKHTAR STAMP VENDOR**  
 Lic # 05, Shop # 04, New Ruby Centre,  
 Talpur Road, Boulton S.No .....  
 Market, Karachi Date .....  
 Issue to with Address MR MUHAMMAD YAQOUB  
 Through with Address MR Advocate L.No.1459  
 Purpose .....  
 Value Rs ..... Attached .....  
 Stamp Vendor's Signature .....  
 (NOT FOR FREE WILL & DIVORCE PURPOSE)  
 Vendor Not Responsible for Fake Documents

79351

03 NOV 2021

### AGREEMENT

### Supply of Interactive Display Screens

THIS AGREEMENT is executed at KARACHI, on this day November 17, 2021

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 C-3, 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 CEO Mr. Asher Faisal Khan, holding CNIC No. 35202-1988624-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Supply of Interactive Display Screens vide tender # IT/04/21-22 for the Supply of Interactive Display Screens (IBA requirement) discussions in respect of the same before the determination of the scope of work will be held with "IBA" as "Supply of Interactive Display Screens" and "THE SUPPLIER" have offered to render all kind of Supply of Interactive Display Screens (including but not limited to the "Supply of Interactive Display Screens" of the proposed work up to the 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:

**COMMTTEL**



## WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Supply of Interactive Display Screens" discussions in respect of the same with "IBA" before the determination of Supply of Interactive Display Screens to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA". "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 of Interactive Display Screens 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 Manager IT, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Supply of Interactive Display Screens.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 All logistic charges will be borne by "THE SUPPLIER".
- 1.5 Delivery time must be within 60 days from the date of the Purchase Order.

### Article II

#### PAYMENT

- 2.1 Payment will be made on or before 30 days after delivery with installation and submission of invoice.

### Article III

#### WARRANTY

- 3.1 Comprehensive onsite 3 years verifiable OEM warranty.

### Article IV

#### REMUNERATION

- 4.1 The cost offered by the SUPPLIER is Rs. 5,533,417.18 (inclusive of all taxes) Supply of Interactive Display Screens vide tender # IT/04/21-22 variation may occurred. The cost is inclusive of labor/transportation/supplies/taxes/levies/custom duties etc. Details of items are appended below;

Sr. No.	Item Specification	Qty	Rates	Total Amount
1	Interactive Display Screen Screen Size: 65" Model: IdeaHub Pro, Brand: Huawei HD Camera Built-in microphones & speakers Cable Assembly Rolling Stand: 65-inch rolling stand EP02T-H: Media Transfer Unit, Idea Share-USB, - 3840*2160, 1.5W, 5V, Idea Share Key IdeaHub Series OPS: IdeaHub Series OPS I5, OPS (I5-8500, 8G DDR4, 128G SSD, 4K60, Windows 10 SAC) Video Conferencing / IP Dialing: Built-in Codec: H.265 1080p hardware codec	1	1,778,797.01	1,778,797.01



	Warranty: 3 Year Verifiable OEM			
2	Interactive Display Screen Screen Size: 86" Model: IdeaHub Pro, Brand: Huawei HD Camera Built-in microphones & speakers Cable Assembly Wall Mount EP02T-H: Media Transfer Unit, Idea Share-USB, 3840*2160, 1.5W, 5V, Idea Share Key IdeaHub Series OPS: IdeaHub Series OPS I7, OPS (I7-8700, 16G DDR4, 256G SSD, 4K60, Windows 10 SAC) Video Conferencing / IP Dialing: Built-in Codec: H.265 1080p hardware codec Warranty: 3 Year Verifiable OEM		2,950,619.38	2,950,619.38
			<b>Total</b>	4,729,416.39
			<b>17% GST (If Applicable)</b>	804,000.79
			<b>Grand Total</b>	5,533,417.18

- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed on payment as per Work Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of Interactive Display Screens to IBA.
- 4.3 Performance Security 5% of the total amount of Work Order will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of 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**

- 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 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 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's notice.

#### **Article VII** **INDEMNITY**

- 7.1 "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 VIII**

##### **NOTICE**

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

#### **Article IX:**

##### **SEVERABILITY**

- 9.1 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**

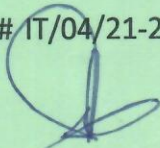
##### **INTEGRITY PACT**

- 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. CommTEL, 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. CommTEL 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.
- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. CommTEL 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. CommTEL, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

#### **Article XI**

##### **MISCELLANEOUS**

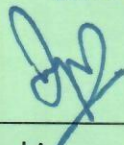
- 11.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 11.2 The validity of the contract will be effective from the date of issue of the Purchase Order.
- 11.3 All terms and conditions of tender vide # IT/04/21-22 will be an integral part of this agreement.

  
**COMMTTEL**



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. Mohammad Asad Ilyas**  
Registrar  
Former Chairperson Accounting & Law Department  
Institute of Business Administration (IBA),  
Karachi, Pakistan



IBA, Karachi

Name: Dr. Muhammad Asad Ilyas

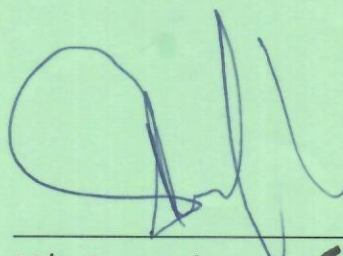
CNIC # \_\_\_\_\_

Address:

Registrar

Institute of Business Administration

Main Campus, University Road, Karachi



M/s. Commtel

Name: Asher Faisal Khan

CNIC # 35202-1988624-3

Address:

C-3, Block-4, Clifton,

Karachi

**COMMTTEL**

**WITNESS:**

1.



IBA, Karachi

Name: Syed Fahad Jawed

CNIC # 92201-8124136-3

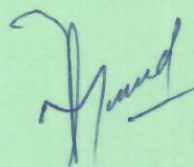
Address:

Head of Procurement

Institute of Business Administration

Main Campus, University Road, Karachi

2.



M/s. Commtel

Name: Mujeeb Mirza

CNIC # 4220168902529

Address:

C-3, Block-4, Clifton,

Karachi

**COMMTTEL**

Focal Person IBA Mr. Munsoor Ali

