

IMRAN HUSSAIN SHAH Stamp Vendor

Licence No. 21, Office No. 508, 5th Floor,
Al-Basim Centre, Opp. City Court Karachi

S.NO. 6834 DATE

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE

VALUE RS. ATTACHED

STAMP VENDOR'S SIGNATURE

08 JUN 2018 (RUPEES ONE HUNDRED ONLY)

IMRAN ALI SHAIKH

Advocate

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day June 08, 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 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 Laptops for CDP, Govt. of Sindh vide tender # IT/15/17-18 for the Supply of Laptops for CDP, Govt. of Sindh (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply of Laptops for CDP, Govt. of Sindh" and "THE SUPPLIER" have offered to render all kind of Supply of Laptops for CDP, Govt. of Sindh (including but not limited to the "Supply of Laptops for CDP, Govt. of Sindh" 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.

WITNESSES TO THE ABOVE AGREEMENT & DECLARED BY AND BETWEEN THE

before the determination of Scope of Supply of Laptops for CDP, Govt. of Sindh to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Supply of Laptops for CDP, Govt. of Sindh. "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 Laptops for CDP, Govt. of Sindh", 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 Laptops for CDP, Govt. of Sindh 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 Laptops for CDP, Govt. of Sindh.
- 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 Laptops for CDP, Govt. of Sindh 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 30, 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/15/17-18.



REMUNERATION

3.1 The cost offered by the Supplier is Rs. 871,000.00 (inclusive of all taxes) Supply of Laptops for CDP, Govt. of Sindh vide tender # IT/15/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

S.#	Specification	Qty	Quoted Brand	Quoted Model	Rate	Amount
1	Laptop: Specifications for Lenovo IP 110 Generation: Intel Celeron 6th Generation intel RAM: 4 GB or higher DDR3RAM Hard Drive: 500 GB HDD 5400 RPM or higher Display: 15.6" Ports/Interface: as per manufacturer Webcam: as per manufacturer Wireless: Bluetooth as per manufacturer Adapter: as per manufacturer Battery: as per manufacturer Laptop Carrying Bag: YES, slim same brand bag Operating System: free 1 year local warranty	26	Lenovo	IP110	33,500.00	871,000.00
Total			Rs. 871,000.00			
17% GST (if applicable)			Exempted			
Grand Total			Rs. 871,000.00			

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 Laptops for CDP, Govt. of Sindh to IBA.

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

3.4 Performance Security 3% 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

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

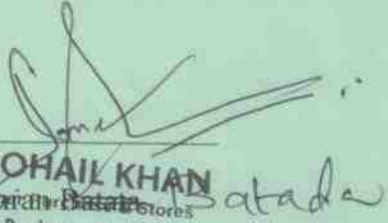
- 8.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing the M/s 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
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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/15/17-18 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.


"IBAM. SOHAIL KHAN"
NAME: M. Sohail Khan
Institute of Business Administration
CNIC # Karachi-Pakistan


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

Off. I. I. Chundrigar Road, Karachi

1. 
M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan

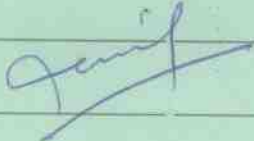
CNIC # _____

Address: _____


M/S NK Computers
NAME: Noman Khan

CNIC # _____

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

2. 

CNIC# _____

Address: _____