

NBP-0007-2302100001860664

GoS-KHI-3A7EC4264D8309EC

**Non-Judicial****Rs 4,796/-**

Description : Contract - 15(a)  
 Principal : M/S INSTITUTE OF BUSINESS ADMINISTRATION KARACHI [00000000]  
 Contractor : M/S APOLLO TELECOM PVT LTD [14224577]  
 Applicant : SHAHID HANIF [42201-6464612-9]  
 Stamp Duty Paid by : M/S APOLLO TELECOM PVT LTD [14224577]  
 Issue Date : 10-Feb-2023, 12:33:54 PM  
 Paid Through Challan : 2023FC55DEC0068E  
 Amount in Words : Four Thousand Seven Hundred and Ninety Six Rupees Only

Please Write Below This Line

**AGREEMENT****Supply, Install, and Commission Passive Network**

This **AGREEMENT** is executed in **KARACHI**, on this day **February 3, 2023**.

**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 (Pvt.) Ltd.**, having its office at **Office # 707, 7th Floor, Port Way Trade Tower, SMCHS, Shahrah-e-Faisal, Karachi**, hereinafter referred to as **THE SUPPLIER** (which expression shall wherever the context so permits are deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr. Suleman Aziz**, holding CNIC No. **42301-8163125-3** on the **SECOND PART**.

**WHEREAS** **IBA** intends to obtain a Supply, Install, and Commission of Passive Network vide tender # **IT/18/22-23** 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 "Supply, Install, and Commission Passive Network" vide tender # IT/18/22-23. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms & conditions herein below forth.

### **Article I:** **SCOPE OF SUPPLY**

- 1.1 THE SUPPLIER agrees to Supply, Install, and Commission Passive Network to IBA whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 THE SUPPLIER will coordinate with the Head of Procurement, of the IBA who will assist THE SUPPLIER in the supervision of the proposed Provide & Supply, Install, and Commission of the Passive Network.
- 1.3 THE SUPPLIER will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with a prior appointment.
- 1.4 All logistic charges will be borne by THE SUPPLIER.
- 1.5 The items should be delivered within 15 days with installation and commissioning on or before February 22, 2023.
- 1.6 THE SUPPLIER bound to all defective items shall be replaced with the new and same brand.
- 1.7 THE SUPPLIER must provide backup in case of delay in delivery of the relevant model, as specified in the Bill of Quantity.
- 1.8 The onsite comprehensive replacement warranty period of 1 years ( Standard OEM warranty)is mandatory which includes the replacement of the Equipment included in the Bill of Quantity (if necessary) without any additional cost.
- 1.9 THE SUPPLIER should provide training to at least two staff members of IBA for the proposed solution.
- 1.10 Any material that becomes faulty, will be replaced by THE SUPPLIER.

### **Article II** **PAYMENT**

- 2.1 Payment will be made within 30 working days, after the complete supply and installation of required items as per the Bill of Quantity and submission of the commercial invoice at IBA, Main Campus, University Enclave, University Road, Karachi.

### **Article III** **WARRANTY**

- 3.1 Comprehensive onsite OEM warranty.

### **Article IV** **REMUNERATION**

- 4.1 The cost offered by THE SUPPLIER is Rs. 1,370,175/- (inclusive of all taxes) to Supply, Install, and Commission Passive Network vide tender # IT/18/22-23 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/customs duties etc. Details of items are appended below:

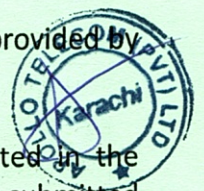


S. No.	Item Description	Qty	Unit Price	Total Amount
1.	<b>Cat 6 Cable</b> UTP, PVC, 4 Pairs, Brand: Vivanco	16000 feet	40.19	643,040.00
2.	<b>I/O Modular Jack</b> Cat 6, K6, Brand: Vivanco	76 units	641.00	48,716.00
3.	<b>Dual Shutter Phase Plate</b> With Back Box, Brand: Vivanco	18 units	361.00	6,498.00
4.	<b>Single Shutter Phase Plate</b> With Back Box, Brand: Vivanco	26 units	349.00	9,074.00
5.	<b>Patch Cord</b> Blue, Length: 1 meter, Brand: Vivanco	78 units	641.00	49,998.00
6.	<b>Patch Cord</b> Blue, Length: 3 meters, Brand: Vivanco	76 units	990.00	75,240.00
7.	<b>Patch Panel</b> UTP 48 Port, Loaded, Brand: Vivanco	2 units	44,845.00	89,690.00
8.	<b>Cable Manger</b> Front 19", Plastic Body, Brand: Vivanco	2 units	2,621.00	5,242.00
9.	<b>PVC Channel Duct</b> Size: 25 x 25, Brand: Jeddah	1000 feet	55.00	55,000.00
10.	<b>Electrical PVC Pipe</b> Size: 1", Pipe Length: 10 feet Size: 25 x 25, Brand: Jeddah	250 feet	42.00	10,500.00
11.	<b>Electrical PVC Pipe</b> Size: 2", Pipe Length: 10 feet Size: 25 x 25, Brand: Jeddah	250 feet	48.00	12,000.00
12.	<b>Flexible Pipe Size: 1", Brand: Adamjee</b>	50 feet	236.00	11,800.00
13.	<b>Flexible Pipe Size: 1½", Brand: Adamjee</b>	50 feet	283.00	14,150.00
14.	<b>Aluminium Channel Duct Size: 4"</b>	50 feet	582.00	29,100.00
15.	<b>RJ-45 Connectors, Brand: Vivanco</b>	2 Boxes	6,989.00	13,978.00
16.	<b>Installation Charges</b> For 15000 feet of cable, channel laying and installation of all related items i.e. I/O Punching, Rack Harnessing, Phase Plate back box, Aluminum plate fixing and End to End Ribbon tagging  with all related ancillaries/ accessories i.e. RJ-45 Connectors, PVC Ribbons, Tagging Tapes, PVC Joints Screws, Saddles, Screws, Ties etc	15000 feet	6.70	100,500.00
<b>Total Amount</b>				<b>1,174,526.00</b>
<b>17% GST (If Applicable)</b>				<b>182,584.42</b>
<b>13% SST (If Applicable)</b>				<b>13,065.00</b>
<b>Grand Total Amount</b>				<b>1,370,175.00</b>

4.2 Liquidity damages at the rate of 2% per month, of the total agreed-on as per the Purchase 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 has to deliver the required equipment to IBA.

4.3 Performance Security 5% of the total amount of the 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**

- 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

#### **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, costs 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 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 is 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. Apollo Telecom (Pvt.) Ltd. 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. Apollo Telecom (Pvt.) Ltd. 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 the declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to



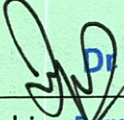
any other right & remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.

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

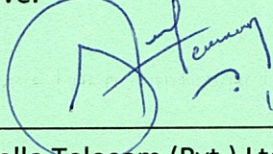
**Article XI**  
**MISCELLANEOUS**

- 11.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.
- 11.2 The validity of the contract will be effective from the date of issue of the Letter of Award.
- 11.3 All terms and conditions of tender vide # IT/18/22-23 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 mentioned above.

  
**Dr. Muhammad Asad Ilyas**  
Registrar  
IBA, Karachi  
Former Chairperson Accounting & Law Department  
Institute of Business Administration (IBA),  
Karachi, Pakistan  
Dr. Muhammad Asad Ilyas  
Registrar  
CNIC # 42301-4497722-9

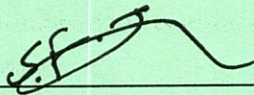
Address:  
Institute of Business Administration  
Main Campus, University Road, Karachi

  
M/s. Apollo Telecom (Pvt.) Ltd.  
(Name) Suleman Aziz  
(Designation) Sr. Sales Manager  
CNIC # 42301-8163125-3

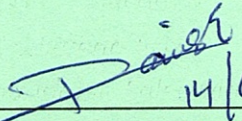


Address:  
Office # 707, 7th Floor, Port Way Trade  
Tower, SMCHS, Shahrah-e-Faisal, Karachi

**WITNESS:**

1.   
IBA, Karachi  
Syed Fahad Jawed  
Head of Procurement  
CNIC # 42201-9125136-6

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

2.   
M/s. Apollo Telecom (Pvt.) Ltd.  
(Name) Danish Iqbal  
(Designation) Team Lead Technical  
CNIC # 42101-1430410-3

Address:  
Office # 707, 7th Floor, Port Way Trade  
Tower, SMCHS, Shahrah-e-Faisal, Karachi



Focal Person IBA Mr. Mansoor Ali