

V312878

only 233

Rs. 1750/-



SHAHID SALEEM Stamp Vendor
Licence No. S/S No.1, Karim Plaza
Gulshan-e-Iqbal Block-14, Karachi

S.NO. 77500
Issued Through With Address
Purp. OS
Value Rs. Attested
Stamp Vendor's Signature
Not For Use Free Will & Divorce Deed
Vendor Not Responsible Any Fake Documentation

07 JAN 2022

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi

RUPEES ONE HUNDRED ONLY
07 JAN 2022

AGREEMENT

Provide & Supply Laptops

THIS AGREEMENT is executed at KARACHI, on this day January 18, 2022

BETWEEN

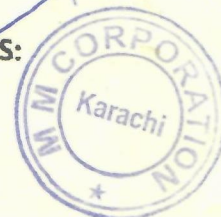
M/s. Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Enclave, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s. M.M. Corporation, having its office at A-13, Al-Hilal Society, Opp. Askari Park, KDA Scheme # 7, 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 proprietor Mr. Muhammad Mugeem, holding CNIC No. 42201-5306065-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply Laptops vide tender # IT/11/21-22 for the Provide & Supply Laptops (IBA requirement) discussions in respect of the same before the determination of the scope of work will be held with "IBA" as "Provide & Supply Laptops" and "THE SUPPLIER" have offered to render all kind of Provide & Supply Laptops (including but not limited to the "Provide & Supply Laptops" 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:



WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Provide & Supply Laptops" discussions in respect of the same with "IBA" before the determination of Provide & Supply Laptops to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Provide & Supply Laptops. "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 Laptops 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 Provide & Supply Laptops.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 Manufacturing date not exceeding more than 06 months.
- 1.5 All logistic charges will be borne by "THE SUPPLIER".
- 1.6 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 3 years' comprehensive warranty, with parts from the principal.

Article IV

REMUNERATION

- 4.1 The cost offered by the SUPPLIER is Rs. 500,000/- (inclusive of all taxes) Provide & Supply Laptops vide tender # IT/11/21-22 variation may occur. The cost is inclusive of labor/transportation/supplies/taxes/levies/custom duties etc. Details of items are appended below:

| S.# | Specification | Qty | Rate | Amount |
|-----|--|-----|------------|------------|
| 1 | Laptop <input checked="" type="checkbox"/> Operating Sys: Free Dos <input checked="" type="checkbox"/> Processor: Intel® (2.80GHz Max Turbo Frequency 4.70GHz, 12MB Smart Cache) <input checked="" type="checkbox"/> Graphics: NVIDIA® GeForce® MX450 (2 GB DDR5 dedicated) <input checked="" type="checkbox"/> Memory: 32GB (2x16GB) DDR4 3200 (should not be onboard) <input checked="" type="checkbox"/> Storage: 1TB PCIe NVMe Class 35 SSD <input checked="" type="checkbox"/> Display: 15.6" diagonal, FHD (1920 x 1080), IPS, narrow bazel, anti-glare, 250 nits, 45% NTSC <input checked="" type="checkbox"/> Communication: Realtek 10/100/1000 | 02 | 250,000.00 | 500,000.00 |

| | | | |
|---|--|--------------------|-------------------|
| <p>GbE NIC Intel Dual Band Wireless-AC 9560 802.11a/b/g/n/ac (2x2) Wi-fi and Bluetooth 5 Combo, non-vPro</p> <p>☑ Camera: Integrated HD 720p DM Webcam</p> <p>☑ Battery: 3 Cell 41 WHr Long Life</p> <p>☑ FP Sensor: SEC Fingerprint Sensor</p> <p>☑ Power Adapter: HP Smart 65 W External AC power adapter</p> <p>☑ Color: Pike Silver ALU</p> <p>☑ Pointing Device:</p> <ul style="list-style-type: none"> • Intel 9560 ac 2x2 MU-MIMO nvP160MHz+BT5WW • Clickpad with multi-touch gesture support <p>☑ Ports:</p> <ul style="list-style-type: none"> • 1 USB 3.2 Gen 2x2 Type-C port with DisplayPort alt mode/Power Delivery • 3 USB Ports, 1 HDMI 1.4a port • 1 RJ-45 Ethernet port 1 Universal audio port • 1-barrel power adapter port 1 microSD 3.0 card slot • Energy Star, EPEAT Registered Silver <p>☑ Make & Model: Dell Latitude 3520</p> <p>☑ Complete Accessories</p> <p>☑ Warranty: 3 years' comprehensive, with parts & warranty from the principal (back-to-back).</p> | | | |
| | | GST | 0.00 |
| | | Grand Total | 500,000.00 |

- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed on payment as per 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" have to deliver the required number of Provide & Supply Laptops to IBA.
- 4.3 Performance Security 5% of the total amount of 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, 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. M.M. Corporation 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. M.M. Corporation 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. M.M. Corporation 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. M.M. Corporation, 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/11/21-22 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 as mentioned above.

Dr Muhammad 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. M.M. Corporation

Name: Mohammad Mugeem
CNIC # 42201-5306065-5

Address:

A-13, Al-Hilal Society, Opp. Askari Park,
KDA Scheme # 7, Karachi

WITNESS:

1.

IBA, Karachi

Name: Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Head of Procurement

Institute of Business Administration

Main Campus, University Road, Karachi

2.

M/s. M.M. Corporation

Name: Jameel Ahmed Siddiqui

CNIC # 42201-6967796-7

Address:

A-13, Al-Hilal Society, Opp. Askari Park,
KDA Scheme # 7, Karachi

Focal Person IBA Mr. Hadi Ali

