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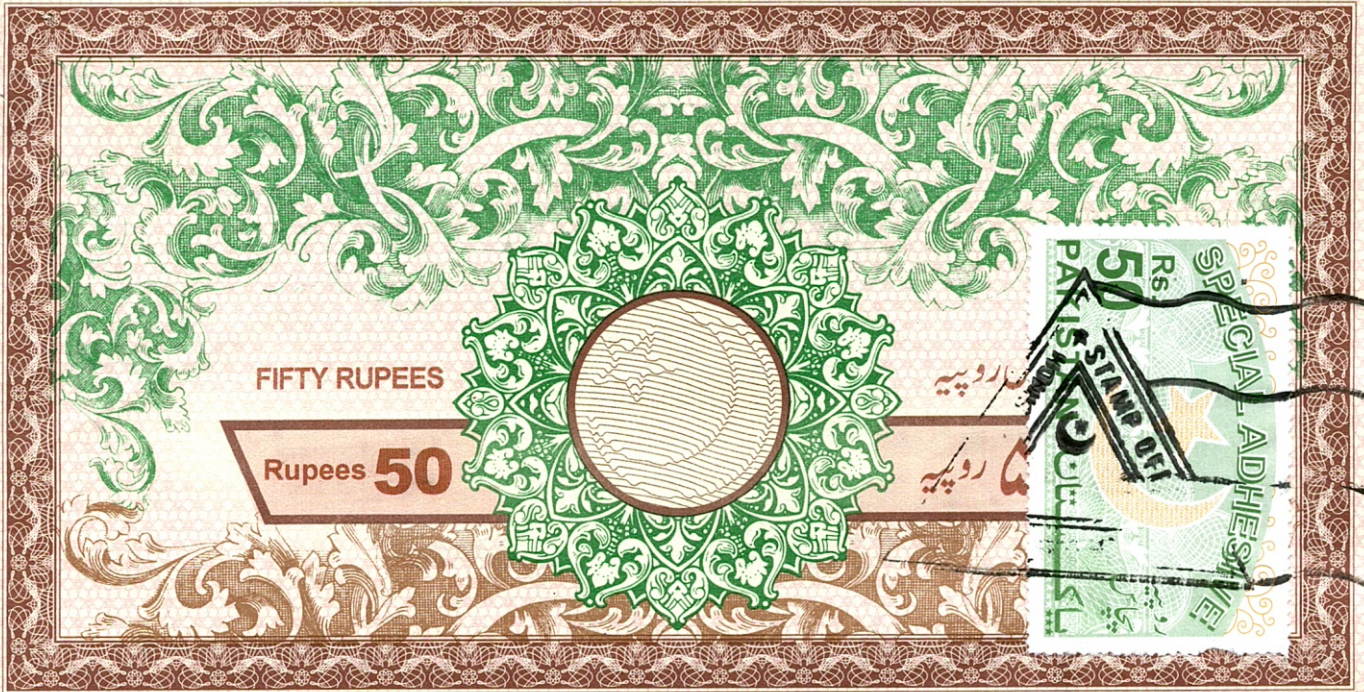
Non-Judicial

Rs 3,470/-

Description	: Contract - 15(a)
Principal	: Linuro Systems (Pvt.) Ltd. [A2872967]
Contractor	: Institute of Business Administration Karachi. [27024407]
Applicant	: Muhammad Hanif Khatri [42000-0520176-7]
Stamp Duty Paid by	: Linuro Systems (Pvt.) Ltd. [A2872967]
Issue Date	: 12-Jun-2024, 11:00:21 AM
Paid Through Challan	: 2024E667D0456D26
Amount in Words	: Three Thousand Four Hundred and Seventy Rupees Only

Please Write Below This Line





OFFICE SUPERINTENDENT
Stamp Office City Court
Karachi.

M. ZOHAIB ALI STAMP VENDER
Licence # 30, Shop # 04 F B Area Block-19
S. NO. Hussain Mazil, Karachi
DATE
ISSUED TO WITH ADDRESS
THROUGH WITH ADDRESS Faisal Shah Advocate
PURPOSE
NOT FOR USED BANK GUARANTY/WILL/DIVORCE
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

06 JUN 2024
2197J



AGREEMENT
Provide and Supply IP Phones

THIS AGREEMENT is executed at KARACHI, on this day June 4, 2024

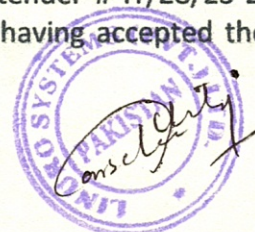
BETWEEN

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. Linuro Systems (Pvt.) Limited, having its office at **Showroom # 10, Progressive Center, Shahrah-e-Faisal, PECHS Block 6, 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 Arsalan Khatri**, holding CNIC No. 42301-7536714-1 on the **SECOND PART**.

WHEREAS IBA intends to obtain a Supply of IP Phones vide tender # IT/28/23-24 up to the entire satisfaction and hand over the material(s) to the IBA having accepted the offer in a finished form complete in all respects.





NOW IT IS HEREBY AGREED and DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

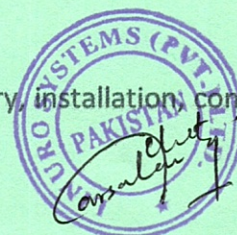
IBA hereby offers to appoint THE SUPPLIER as their supplier for the specific purpose of "Provide and Supply IP Phones" vide tender # IT/28/23-24. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms and conditions herein below.

Article I:
SCOPE OF SUPPLY

- 1.1 THE SUPPLIER agrees to Provide and Supply IP Phones to IBA whenever and wherever form is required as per the terms and 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 and Supply of IP Phones.
- 1.3 THE SUPPLIER will visit the Procurement Department located at Main Campus, University Road, Karachi as and when required with a prior appointment.
- 1.4 All logistic charges will be borne by THE SUPPLIER.
- 1.5 All items in full quantity should be delivered on or before July 16, 2024.
- 1.6 THE SUPPLIER bound to all defective items shall be replaced with the new and same brand
- 1.7 Any material that becomes faulty will be replaced by THE SUPPLIER.
- 1.8 THE SUPPLIER will be responsible for responding as specified below to calls, whether normal or urgent, for maintenance/support/replacement etc. of items that are part of this BoQ.
- 1.9 24x7 on-site support with 2 hrs. initial response time.
- 1.10 24x7 on-site support with 4 hrs. turnaround time.
- 1.11 THE SUPPLIER should be responsible for handling level 2 and 3 technical support issues.
- 1.12 THE SUPPLIER must provide backup in case of delay in delivery of the relevant model, as specified in BoQ.
- 1.13 The onsite comprehensive replacement warranty period of 1 year, which includes the replacement of the equipment included in BoQ (if necessary) without any additional cost.
- 1.14 Included mentioned and necessary accessories for commissioning

Article II
PAYMENT

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



**Article III
WARRANTY**

3.1 One-year onsite comprehensive warranty.

**Article IV
REMUNERATION**

4.1 The cost offered by THESUPPLIER is Rs. 991,200/- (inclusive of all taxes) to Provide and Supply IP Phones vide tender # IT/28/23-24 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/customs duties etc. Details of items are appended below:

Sr #	Item Specifications	Qty	Rate	Total Amount
1.	Executive IP Phone <ul style="list-style-type: none">• Supports 4 lines• 4 SIP accounts and 5-way voice conferencing• HD audio on speakerphone and handset• 5 programmable context-sensitive soft keys• Compatible with LCD extension module• 4.3" inches (480x272) colour-screen LCD• Dual Gigabit ports• Integrated PoE• Warranty: 1 Year• Model: GXP-2140• Brand: Grand Stream	30 Units	28,000.00	840,000.00
Total				840,000.00
18% GST				151,200.00
Grand Total				991,200.00

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 number of 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
FORCE MAJURE

- 6.1 THE SUPPLIER shall not be asked for a return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of THE SUPPLIER and which could not have been foreseen, prevented, or avoided by a judicious person of able mind and body. These include but are not restricted to, Acts of God, Acts of the public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article VII
TERMINATION

- 7.1 IBA may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15-day notice.

Article VIII
INDEMNITY

- 8.1 THE SUPPLIER in its 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 IX
NOTICE

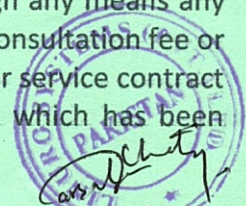
- 9.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article X
SEVERABILITY

- 10.1 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 and enforced to the fullest extent permitted by prevailing law.

Article XI
INTEGRITY PACT

- 11.1 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).
- 11.2 Without limiting the generality of the forgoing the M/s. Linuro Systems (Pvt.) Limited 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.
- 11.3 M/s. Linuro Systems (Pvt.) Limited 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 and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.

11.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Linuro Systems (Pvt.) Limited agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and 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. Linuro Systems (Pvt.) Limited, as aforesaid to obtain or induce procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XII
MISCELLANEOUS

12.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.

12.2 The validity of the contract will be effective from the date of issue of the LoA.

12.3 All terms and conditions of tender vide # IT/28/23-24 will be an integral part of this agreement.

IN WITNESS WHEREOF both the parties hereto have set and subscribed their respective hands to this agreement at Karachi on the date mentioned above.

IBA, Karachi
Muhammad Asad Ilyas
Dr. Muhammad Asad Ilyas, Law Department
Registrar
Former Chairperson Accounting & Finance
Institute of Business Administration (IBA),
Karachi, Pakistan
CNIC # 42301-4497922-9

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

Focal Person IBA Mr. Mansoor Ali

Arsalan Khatri

M/s. Linuro Systems (Pvt.) Limited
(Name) Arsalan Khatri
(Designation) Sr. Product Manager
CNIC # 42301-7536714-1

Address:
Showroom # 10, Progressive Center,
Shahrah-e-Faisal, PECHS Block 6

2.
M/s. Linuro Systems (Pvt.) Limited
(Name) Syed Aamir Rafi
(Designation) Head of Corporate Sales
CNIC # 42201-14368663

Address:
Showroom # 10, Progressive Center,
Shahrah-e-Faisal, PECHS Block 6

