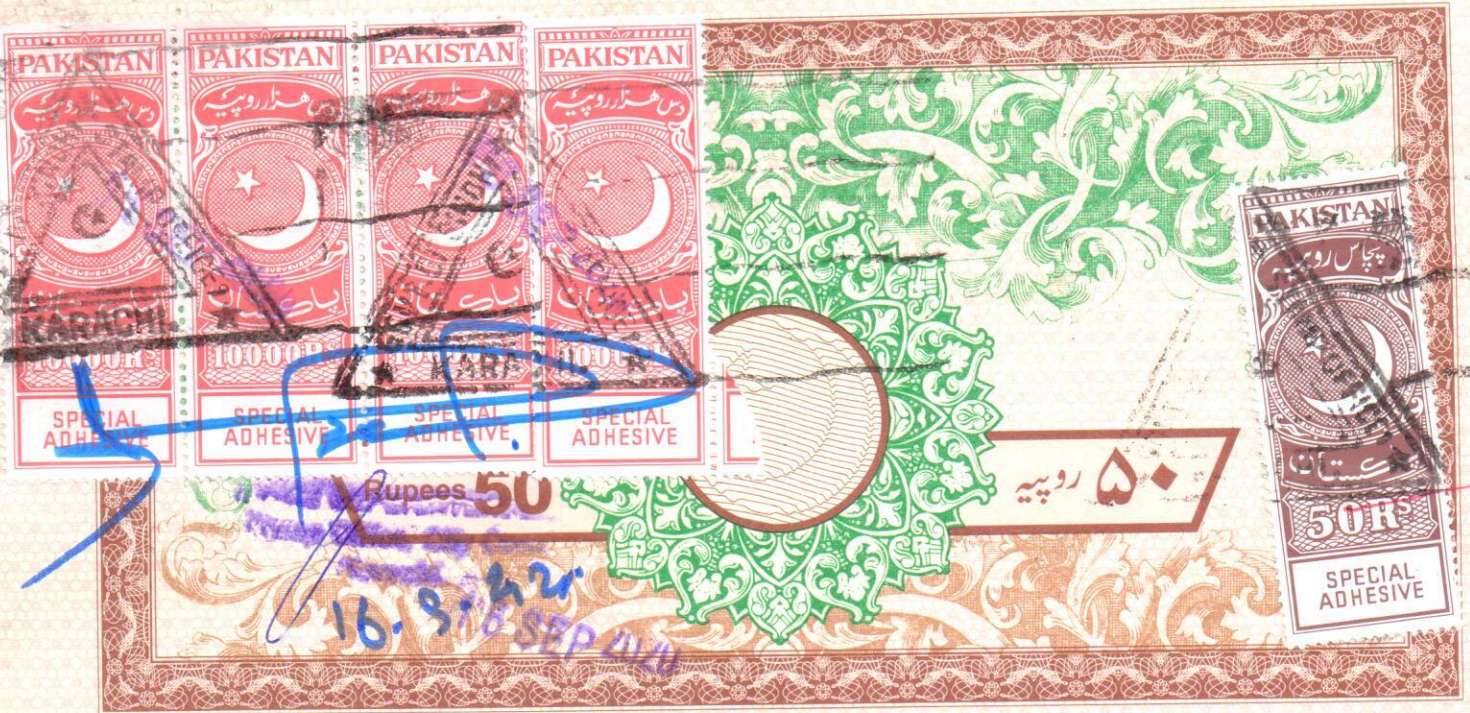


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16/9/2020

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02 SEP 2020

GHULAM SADIQ STAMP VENDOR
Lic # 79, Shop # 113, New Ruby Centre,
Talpur Road, Boultan S.No.....
Market, Karachi. Date.....
Issue to with Address MR MUHAMMAD YAOOUB
Through with Address MR Advocate L.No.1459
Purpose:
Value Rs: Attached:
Stamp Vendors Signature
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)
Vendor Not Responsible for Fake Documents

(RUPEES FIFTY ONLY)

AGREEMENT

Provision of Desktop & Laptop on C&F Basis

THIS AGREEMENT is executed at KARACHI, on this day September, 2020.

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 IBL Unisys (Pvt) Ltd, having its office at # 2nd Floor, One IBL Center, Plot # 1, Block 7 & 8. DMMCHS, Tipu Sultan Road, Off Shahr-ah-e-Faisal, 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 Chief Financial Officer (Public Sector) Mr. Rizwan Ahmed, holding CNIC No. 42101-0901274-1 on the SECOND PART.

WHEREAS "IBA" intends to purchase Desktop Dell Model Optiplex 5080 Micro XCT & Laptop Dell Latitude 3510 CTO vide tender # IT/06/19-20 for Provision of Desktops & Laptops (IBA requirement) discussions in respect of the same before the determination of scope will be held with "IBA" as "Desktop Dell Model Optiplex 5080 Micro XCT & Laptop Dell Latitude 3510 CTO" and "THE SUPPLIER" have offered the Desktop Dell Model Optiplex 5080 Micro XCT & Laptop Dell Latitude 3510 CTO (including but not limited to the "Desktop Dell Model Optiplex 5080 Micro XCT & Laptop Dell Latitude 3510 CTO" with complete accessories & peripherals proposed up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

Provision of Desktops & Laptops vide tender # IT/06/19-20

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

WITNESSETH

“IBA” hereby offer to appoint “THE SUPPLIER” as their official for the specific purpose of “Desktop Dell Model Optiplex 5080 Micro XCT & Laptop Dell Latitude 3510 CTO” discussions in respect of the same with “IBA” before the determination of Scope of Supply of Desktop Dell Model Optiplex 5080 Micro XCT & Laptop Dell Latitude 3510 CTO with any/all other relevant details for presentation to “IBA” for Desktop Dell Model Optiplex 5080 Micro XCT & Laptop Dell Latitude 3510 CTO. “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 SUPPLIES AND AGREEMENT

1.1 This Agreement includes, Desktop Dell Model Optiplex 5080 Micro XCT & Laptop Dell Latitude 3510 CTO, discussions with “IBA” before the determination of scope of supply with any/all other relevant details for presentation to “IBA”. The description/BoQ is appended below:

A. Desktop

Product Feature	Desktop - Description
Make	Branded
	OptiPlex 5080 Micro XCTO
Form Factor / Height	Micro Form Factor
Processor	Intel® Core i5-10500T
Processor Speed	up to 2.2 Ghz or higher –
Intel Smart Cache	Up to 9 MB cache
Memory Installed	Installed 8 GB (DDR4), extendable up to 32 GB (DDR4)
Hard Disk Drives	
Network Interface	Ethernet (RJ-45) (integrated)
Ports / slots	
Ports / slots	Front USB: 02 minimum require Headphone: (1) require
	Rear USB: 04 minimum require HDMI & VGA: (1 each) require minimum Headphone: (1) require minimum Mic: (1) require minimum RJ-45 Ethernet port: (1) require minimum
Power Supply	90W or efficient
OS Support	Windows 10 Pro 64 or later
Operating System	Free DOS

Peripherals	Branded USB Standard Keyboard & USB 2-button optical scroll mouse
Intel Chipset	Intel Q370 or equivalent
Image Load	IBA image load in BIOS Service by manufacturer.
Graphics	Intel UHD Graphics 630 or equivalent
Security	Standard lock slot require
Warranty	5 years' comprehensive parts & labour warranty from the principal (back to back).
LED/Monitor Release Kit / Attachment	Quoted desktop model should come with attachments / release kit which provides attachments of desktop model with HP LE2201w 22-inch Widescreen LCD Monitor (Already available in IBA inventory).

B. Laptop

Product Feature	Laptop - Description
Make	Branded Dell Latitude 3510 CTO
Series	Business Series
Operating System	Free Dos
Processor	10th Generation Intel Core i7-10510U
Chipset	Integrated in CPU
Graphics	2GB or higher dedicated memory required
RAM	Installed 16 GB (DDR4), extendable up to 32 GB (DDR4)
HDD	1TB 2.5" 5400RPM
Display	15.6" FHD TN (1920 x 1080) Anti-Glare or higher
Communications	Wi-Fi 802.11ac- 2 x 2, Bluetooth 5.0, Integrated Gigabit Ethernet require
Camera	HD webcam with digital microphone or higher
Audio & Speakers	Yes required
Battery Power	3 cell 42Whr or higher Battery with 3 Years principal Warranty
Ports	USB:03, USB-C:01, HDMI:01, VGA Port:01, RJ-45/Ethernet : 01, Head phone : 01) minimum required
Security Management	Trusted Platform Module TPM 2.0
Multi-media Card Reader	Yes required
Carry Bag + Mouse	Original Manufacture Branded Bag & Optical Mouse
Power Adapter	Smart 65 W External AC power adapter. or equivalent
Warranty	5 years' comprehensive parts & labour warranty from the principal (back to back).

1.2 "THE SUPPLIER" agrees to provide Supply of Desktop Dell Model Optiplex 5080 Micro XCT & Laptop Dell Latitude 3510 CTO with complete & all accessories to "IBA" whenever and wherever required as per the terms & conditions of this Agreement.

1.3 "THE SUPPLIER" will coordinate with Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Desktop Dell Model Optiplex 5080 Micro XCT & Laptop Dell Latitude 3510 CTO.

- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supply with mutual consent on approved cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SUPPLIER" will visit the Procurement Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.6 All equipment mentioned in Purchase Order will be delivered new, in packed condition directly to the location, as per the discretion of IBA. If equipment delivered is not conforming to the specifications and Bill of Quantity, the equipment will not be accepted.
- 1.7 All Equipment shall be individually packed in standard packing provided by the manufacturer for onwards transportation and delivery. Any item damaged during transportation will be replaced by the bidders at their own cost.
- 1.8 The Supplier will provide Assurance on a Rs.100/- valued stamp paper that the item Supply of Desktop Dell Model Optiplex 5080 Micro XCT & Laptop Dell Latitude 3510 CTO in required quantity is not smuggled from any country(ies) / source(s) and not refurbished / reconditioned remolded etc.
- 1.9 The country for this procurement is Pakistan. M/s IBL Unisys (Pvt) Ltd supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the country i.e., INDIA & ISRAEL.
- 1.10 Shipping will be made by the supplier preferably through the National Vessel/Airline. Shipment by INDIA nor ISRAELI Vessel/Airline is not allowed. The partial shipment of stores shall not be allowed; the complete stores will be shipped as one consignment.
- 1.11 Head of Procurement in coordination of technical department will inspect the items as per specifications after arrival at Stores and will carry out necessary testing of equipment and render a *Certificate of Correctness*.
- 1.12 Material of this order is subject to final inspection from Competent Authority Technical Team at the time of delivery.

Article II REMUNERATION

- 2.1 The bid price offered by the Supplier is US\$ 123,160.00 on C&F basis includes Cost & Freight of Goods, Insurance Charges, Charges for Custom Clearance at Karachi Port & Sellers LC Charges for the Supply of Desktop Dell Model Optiplex 5080 Micro XCT & Laptop Dell Latitude 3510 CTO vide tender # IT/06/19-20. The cost is inclusive of labor/transportation / supplies / etc.

A. Desktop

Desktop Product Feature	Qty	Description	Rate	Amount
Make	121	Branded	USD 503.578	USD 60,933
		OptiPlex 5080 Micro XCTO		
Form Factor /		Micro Form Factor		
Height				
Processor		Intel® Core i5-10500T		
Processor Speed		up to 2.2 Ghz or higher –		
Intel Smart Cache		Up to 9 MB cache		
Memory		Installed 8 GB (DDR4), extendable up		

Provision of Desktops & Laptops vide tender # IT/06/19-20

Installed		to 32 GB (DDR4)		
Hard Disk Drives		2.5 inch 1TB 7200rpm SATA Hard Disk Drive		
Network Interface		Ethernet (RJ-45) (integrated)		
Ports / slots		Front		
		USB: 02 minimum require		
		Headphone: (1) require		
		Rear		
		USB: 04 minimum require		
		HDMI & VGA: (1 each) require minimum		
		Headphone: (1) require minimum		
		Mic: (1) require minimum		
		RJ-45 Ethernet port: (1) require minimum		
Power Supply		90W or efficient		
OS Support		Windows 10 Pro 64 or later		
Operating System		Free DOS		
Peripherals		Branded USB Standard Keyboard & USB 2-button optical scroll mouse		
Intel Chipset		Intel Q370 or equivalent		
Image Load		IBA image load in BIOS Service by manufacturer.		
Graphics		Intel UHD Graphics 630 or equivalent		
Security		Standard lock slot require		
Warranty		5 years' comprehensive parts & labour warranty from the principal (back to back).		
LED/Monitor Release Kit / Attachment		Quoted desktop model should come with attachments / release kit which provides attachments of desktop model with HP LE2201w 22-inch Widescreen LCD Monitor (Already available in IBA inventory).		
Total Amount C&F Value (please refer to "instruction" clause "g")			USD 60,933	

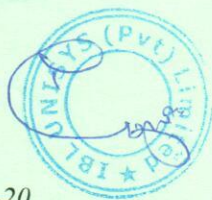
B. Laptop

Product Feature	Qty	Description	Rate	Amount
Make	70	Branded Dell Latitude 3510 CTO	USD 888.957	USD 62,227
Series		Business Series		
Operating System		Free Dos		
Processor		10th Generation Intel Core i7-10510U		
Chipset		Integrated in CPU		
Graphics		2GB or higher dedicated memory required		
RAM		Installed 16 GB (DDR4), extendable up to 32 GB (DDR4)		
HDD		1TB 2.5" 5400RPM		
Display		15.6" FHD TN (1920 x 1080) Anti-Glare or higher		

Communications	Wi-Fi 802.11ac- 2 x 2, Bluetooth 5.0, Integrated Gigabit Ethernet require		
Camera	HD webcam with digital microphone or higher		
Audio & Speakers	Yes required		
Battery Power	3 cell 42Whr or higher Battery with 3 Years principal Warranty		
Ports	USB:03, USB-C:01, HDMI:01, VGA Port:01, RJ-45/Ethernet : 01, Head phone : 01) minimum required		
Security Management	Trusted Platform Module TPM 2.0		
Multi-media Card Reader	Yes required		
Carry Bag + Mouse	Original Manufacture Branded Bag & Optical Mouse		
Power Adapter	Smart 65 W External AC power adapter. or equivalent		
Warranty	5 years' comprehensive parts & labour warranty from the principal (back to back).		
Total Amount C&F Value (please refer to "instruction" clause "g")		USD 62,227	

Total Amount A + B (C&F Foreign Currency)	USD 123,160.00
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- 2.2 Standard sets of General toolkit / accessories supplied with equipment shall be provided by the M/s IBL Unisys (Pvt) Ltd with no additional cost.
- 2.3 Performance Security 5% of total amount of Purchase Order will be provided by the M/s IBL Unisys (Pvt) Ltd.
- 2.4 Stamp duty 0.35% (For stamp duty amount converted in PKR by Rs. 156 per USD) against total value of Purchase Order will be levied accordingly and born by the successful bidder.
- 2.5 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Pakistan, the IBA shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 2.6 Applicable withholding taxes, rates, duties, etc. shall be deducted from supplier payments.
- 2.7 No increase in the value of above-mentioned items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, scope of supply and or any other head of account shall be allowed.



Article III
LETTER OF CREDIT (LC)

- 3.1 LC charges, Import Duties & Taxes (where applicable) will be borne and paid by IBA, Karachi.
- 3.2 M/s IBL Unisys (Pvt) Ltd should clearly indicate the name and full address of their principals/authorized distributor in whose favour LC shall be opened. In case of distributor, the authorization certificate from Principal for specific bid shall be obtained.

Article IV
BIDDER'S RESPONSIBILITY

- 4.1 M/s IBL Unisys (Pvt) Ltd shall be responsible for transportation of complete consignment to IBA, Karachi premises. This would include cost of labour for unloading consignment to the designated warehouse. Labour will be provided by the bidder.

Article V
MODE OF DELIVERIES

- 5.1 Supply will be delivered at IBA Store Main Campus University Road Karachi after 12 weeks of establishment of LC.
- 5.2 If M/s IBL Unisys (Pvt) Ltd fails to timely deliver items/services as per BoQ , IBA, Karachi reserves the right to penalize and may also terminate the contract.

Article VI
TERMS OF PAYMENT

- 6.1 All payments will be made through LC in the name of Principal / authorized distributor.
- 6.2 70% of LC Value will be released on arrival at Karachi Port (LC at sight).
- 6.3 Remaining 30% of LC value will be released on issuance of Acceptance Certificate after delivery of goods at IBA, Karachi premises.

Article VII
FORCE MAJEURE

- 7.1 M/s IBL Unisys (Pvt) Ltd shall not be held liable in the event of their failure to comply with the delivery schedule of the ordered items(s) for reasons of Force Majeure including to war and other instabilities invasion, act of foreign enemies, embargo, civil war etc.

Article VIII
ARBITRATION & GOVERNING LAW

- 8.1 This tender and any contract executed pursuant to this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all Manufacturer / firms / companies / distributors / Bidders responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani Courts. The arbitration proceeding will be governed by the Arbitration Act, 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.



Article IX
TERMINATION

9.1 If M/s IBL Unisys (Pvt) Ltd fails to timely deliver items/services as per BoQ , IBA, Karachi reserves the right to penalize and may also terminate the contract.

Article X
INDEMNITY

10.1 "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 XI
NOTICE

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

11.2 If the Agreement or encounters conditions impeding timely performance of any of the obligations, under the contract, at any time, the Supplier shall, by the written notice served on the IBA promptly indicating the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the IBA shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the "Supplier", extend the Agreement's time for performance of its obligations under the Agreement

Article XII
SEVERABILITY

12.1 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 XIII
WARRANTY

13.1 The "Supplier" is committed to provide five (5) years' comprehensive onsite warranty (Manufacturer) with parts and free services from the date of delivery.

Article XIV
OWNERSHIP

14.1 The ownership of all products and services rendered under any contract arising as a result of this tender will be the sole property of IBA, Karachi.

Article XV
SECRECY & CONFIDENTIALITY

15.1 M/s IBL Unisys (Pvt) Ltd will be responsible to maintain secrecy/ confidentiality of information /Data shared during all stages of Contract.



Article XVI
DEFAULT

16.1 If M/s IBL Unisys (Pvt) Ltd fails to timely deliver items/services as per BoQ , IBA, Karachi reserves the right to penalize and may also terminate the contract.

Article XVII
LIQUIDATED DAMAGES

17.1 A liquidity damages in the event of delay in delivery at supplier fault, the supplier shall inform the purchaser before expiry of such period giving reasons or justification for delay. However, purchaser reserves the right to take following actions:

- i. Evaluate the request for extension in delivery period as per its merit and may consider extension in delivery period or otherwise.
- ii. May cancel the contract.
- iii. Liquidated damages (if imposed) will be recovered at the rate of up to 2% per month and shall not exceed 10% of the total value of the contract.

Article XVIII
DELIVERY PERIOD

18.1 Delivery period 12 weeks from the LC establishment.

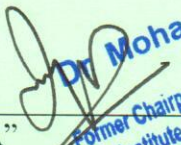
Article XXI
INTEGRITY PACT

- 19.1 The intention not to obtain the procurement 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).
- 19.2 Without limiting the generality of the forgoing the M/s IBL Unisys (Pvt) Ltd, represents and warrants that it has fully declared the charges, fees, commission without any 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.
- 19.3 M/s IBL Unisys (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 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 instrument, be stand void at the discretion of the IBA.
- 19.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s IBL Unisys (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 IBL Unisys (Pvt) Ltd, as aforesaid for the purpose of obtaining or inducing procurement or other obligation or benefit in whatsoever from the IBA.

Article XX
MISCELLANEOUS



- 20.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the supplies which entail extra time, freight, logistic 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."
- 20.2 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.
- 20.3 The validity of the contract will be effective from the date of issue of Purchase Order.
- 20.4 All terms and conditions of tender vide # IT/06/19-20 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.

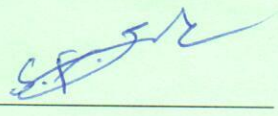

Dr. Muhammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

"IBA"
NAME: Dr. Muhammad Asad Ilyas
CNIC # _____

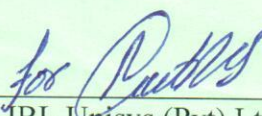
Address:
Registrar, Institute of Business
Administration Main Campus
University Road, Karachi



M/S IBL Unisys (Pvt) Ltd
NAME: Rizwan Ahmed
CNIC # 42101-0901274-1

Address:
2nd Floor, One IBL Center, Plot # 1,
Block 7 & 8, DMMCHS, Tipu Sultan Road
Off Shahrah-e-Faisal, Karachi


3. 
"IBA"
NAME: Syed Fahad Jawed
CNIC # 4220191251363

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

4. 
M/s IBL Unisys (Pvt) Ltd
NAME: Asham Azfar Wajid
CNIC # 61101-2299527-7

Address: 65/S, Block 2, P.E.C.H.S, Karachi

Focal Person IBA


S.M. Wajeeh Zaidi
Sr. Manager IT.