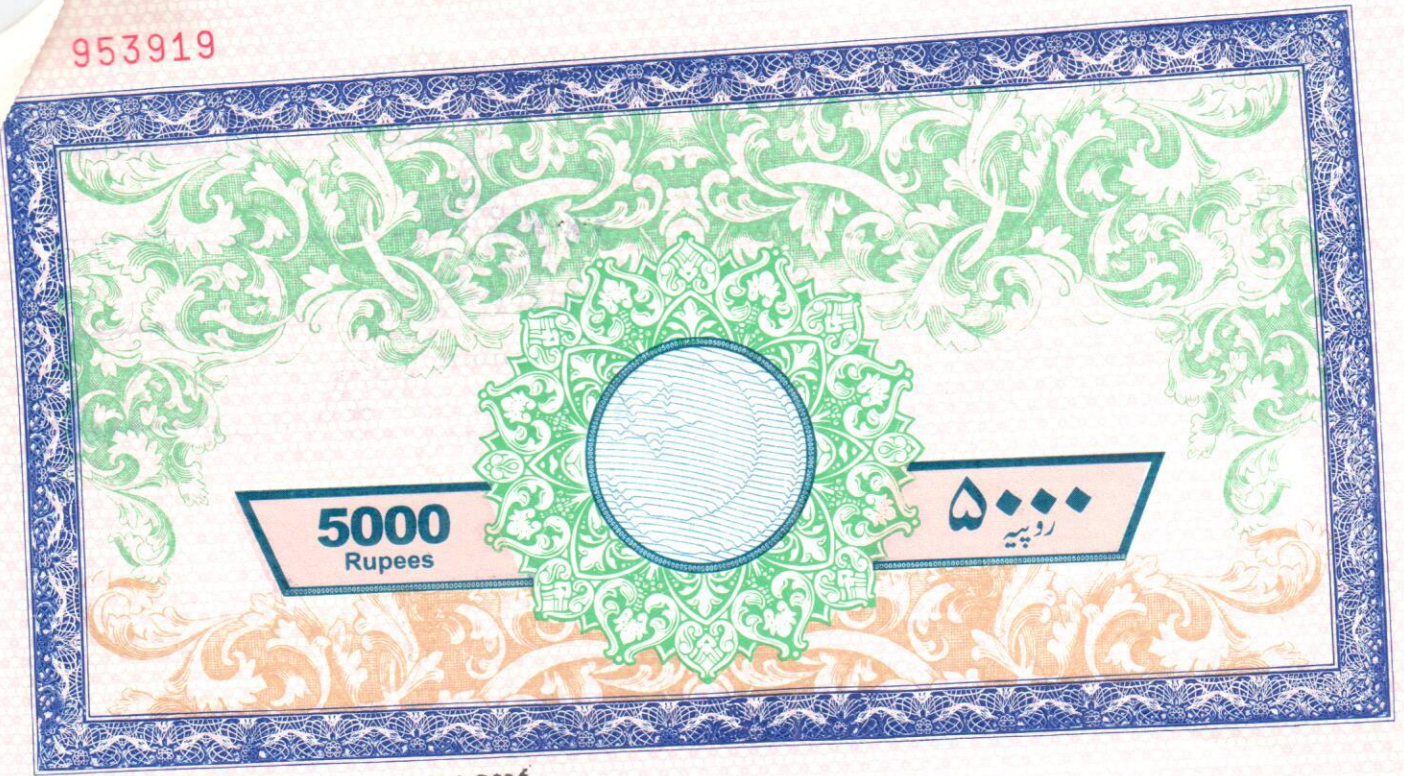


953919



STAMP OFFICE CITY COURT, KARACHI

Issued to ZAHID MEHMOOD ADV
 CNIC/LEG No. 2021
 Vide 85 MAR No. 66 Dt. 18/3/21
 On behalf of Challan No. 04 Dt. 18/3/21
 for the purpose of _____
 Entry No. 04 Dt. 18/3/21

Sh.
 Ex Office Vendor

AGREEMENT**Provision of Rack Mount Server**

THIS AGREEMENT is executed at KARACHI, on this day March...30..., 2021.

BETWEEN

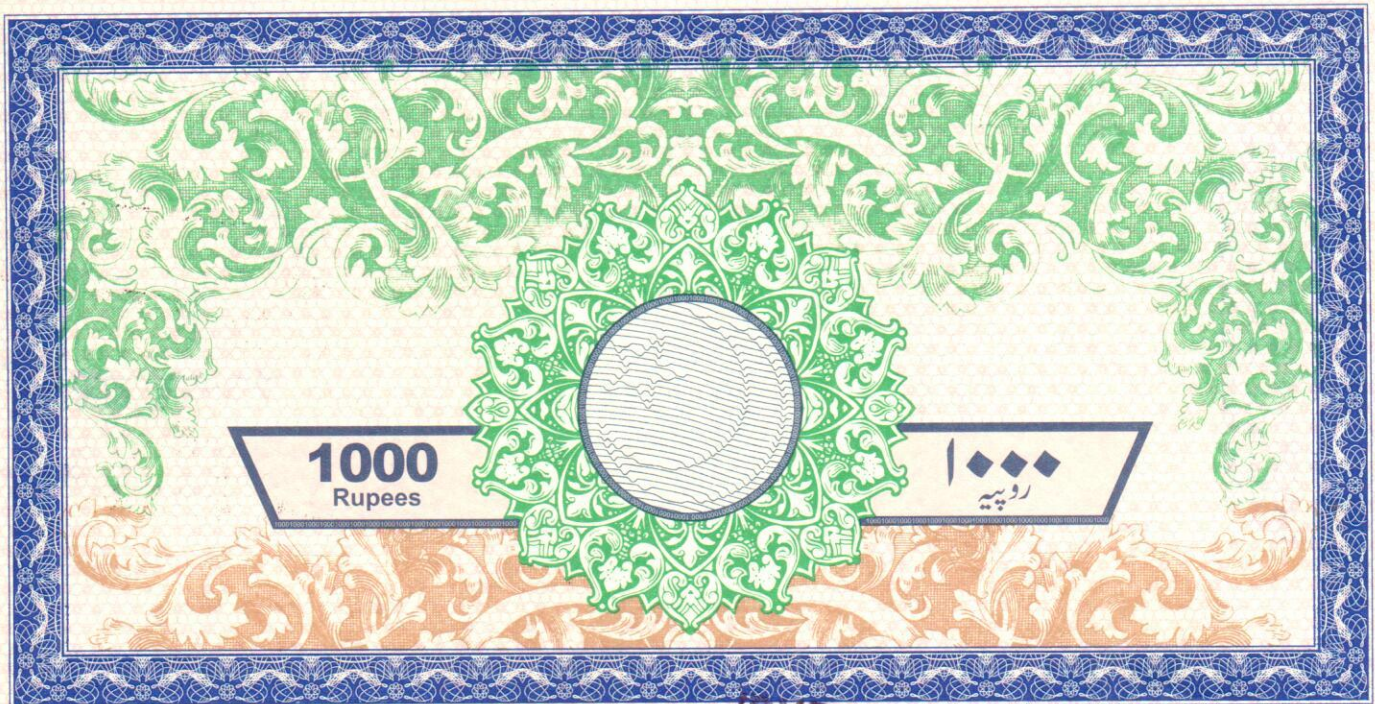
M/s Institute of Business Administration, Karachi through its Head of ICT (Acting), located at Main Campus, University Enclave, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors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

AND

M/s ICL International (Pvt) Ltd, having its office at # Suite 121, 1st Floor, The Plaza G-7, Block-9, Clifton, 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 assigns), through its CEO Asad Sibtain, holding CNIC No. 3520-8753837-9 .

WHEREAS "IBA" intends to obtain Provision of Rack Mount Server vide tender # IT/07/20-21 for the Provision of Rack Mount Server (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provision of Rack Mount Server" and "THE SUPPLIER" have offered to render all kind of Provision of Rack Mount Server including but not limited to the "Provision of Rack Mount Server" 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.





DANISH AHMAD STAMP VENDOR

S.V. Lic. No. 29, Suit No. 223, IInd Floor,
Tahir Plaza, City Courts, Karachi

S. No. 11181 DATE 25 JAN 2021

ISSUED TO WITH ADDRESS: Abdul Latif Shaikh

THROUGH WITH ADDRESS: Advocate High Court

PURPOSE: VALUE RS. 1000 ATTACHED NO. 627 DHC

STAMP VENDOR'S SIGNATURE

(RUPEES ONE THOUSAND ONLY)

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 "Provision of Rack Mount Server" discussions in respect of the same with "IBA" before the determination of Provision of Rack Mount Server to provide with any/all other relevant details for presentation to "IBA" for Provision of Rack Mount Server. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I

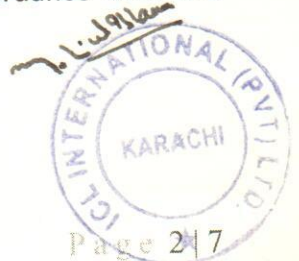
DUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 "THE SUPPLIER" agrees to Provision of Rack Mount Server 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 Head of ICT (Acting), of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision of Rack Mount Server.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.4 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 supplies and to check the execution of Provision of Rack Mount Server in accordance with the Description & Specification.





MUHAMMAD WAHID STAMP VENDOR
 L. No: 119, Shop No: 43, New Ruby Centre,
 Bostan Market
 Karachi S.D. 1
 S No: 180146
 Date: 26 MAR 2021

RUPEES ONE HUNDRED ONLY

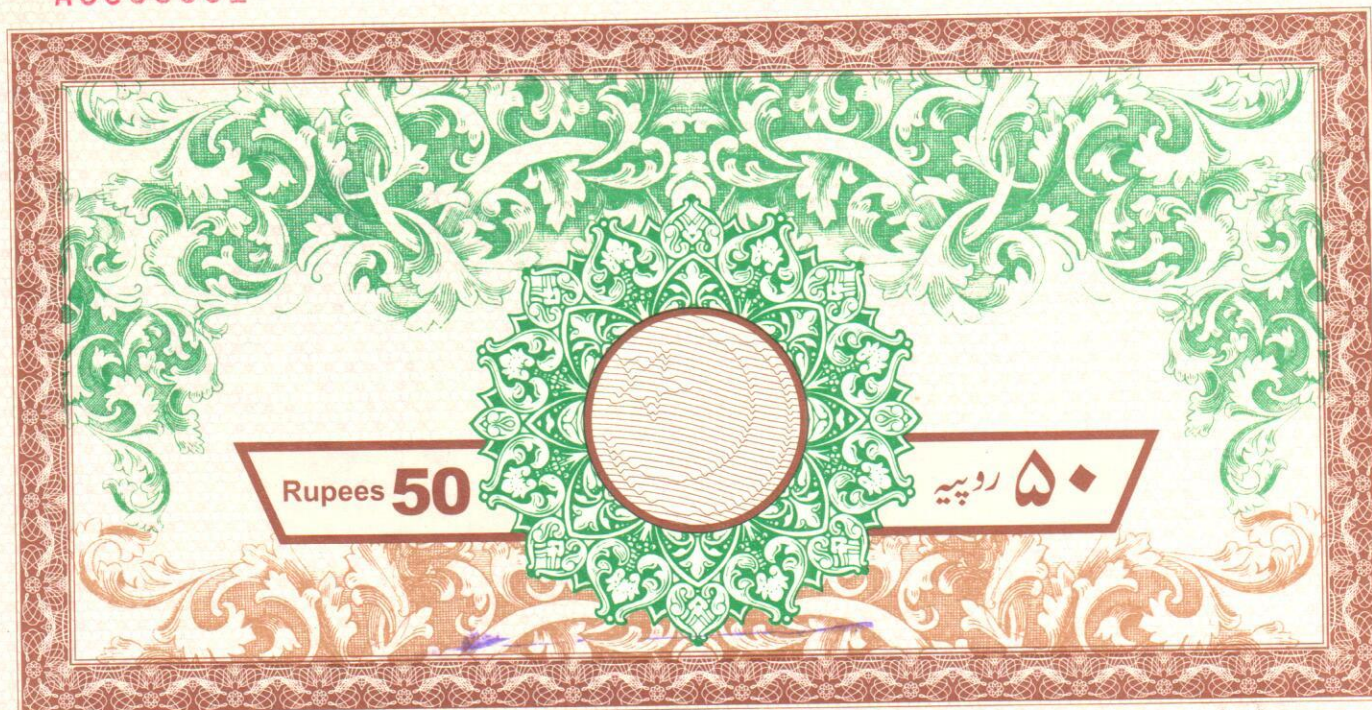
Stamp Vendor: Muhammad Waris Khan, Jinnah Advocate
 L. No: 15113, High Court Karachi
 (Not Use For Free Will & Divorced Purpose)
 Vendor Not Responsible For Forgery Documents

- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 "THE SUPPLIER" 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.
- 2.4 No pirated / forged / tampered material would be accepted. In later stage/ period, if found, the supplier would be penalized according to the prevailing rules of the country.
- 2.5 The necessary services Installation, support and configuration should be provided by THE SUPPLIER during the agreement period.

Article III REMUNERATION

- 3.1 The cost offered by THE SUPPLIER is Rs. 1,749,500.00 (inclusive of all taxes) Provision of Rack Mount Server vide tender # IT/07/20-21 variation may occurred. Details of items are appended below;





RUPEES FIFTY ONLY

MUHAMMAD SAJID STAMP VENDOR

L. No: 119, Shop No: 49, New Ruby Centre,

Basant Nagar,

Karachi, Sindh

Issue for use only

Through the

Purpose

Value Rs.

Stamp Vendors Sign (Not for use)

(Not Use For Free Will)

Vendor Not R

S.No: 18-117 26 MAR 2021

Date: 26 MAR 2021

Muhammad Waqar Khan, Ajmeri Advocate

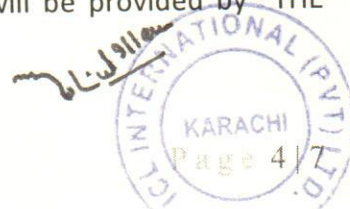
L. No: 15113, High Court Karachi

S.#	Specification	Qty	Rate	Amount
1	Make: Fujitsu - RX2530MS Processor: 2 x Intel® Xeon® 8 Cores (Silver) RAM: 32GB R D I M M , 2 6 6 6 M t / s D u a l B a n k HD: 3*1TB 7.2K RPM SATA 6GBPS Hot Plug Hard Drive or higher RAID V or II Controller LAN: 4 x1Gb, Ethernet supported Power Supply: 2Redundant Hot plug Optical Drive: DVD+/-RW ROM, SATA, Internal Emulex HBA,16Gb(LPe31002),2- Port, SFP+(with 2x Multi-mode Transceiver), PCIe 3.0x8 Optical Transceiver, SFP+,10G,Multi -mode Module(850nm,0.3km,LC) 2U Ball Bearing Rail Kit 1U/2U Cable Management Arm Warranty and Support: 3years comprehensive with spare bearing all equipment (connectivity and installation of Servers to Core Switch and SAN Switch over fiber media)	2	747,650.00	1,495,300.00
A. Total			Rs. 1,495,300.00	
B. 17% GST			Rs. 254,201.00	
Grand Total (A+B)			Rs. 1,749,501.00	

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. "THE SUPPLIER" have to deliver the required number of Provision of Rack Mount Server.

3.3 Performance Security 5% of total amount of Purchase Order will be provided by "THE SUPPLIER".

Provision of Rack Mount Server vide tender # IT/07/20-21



- 3.4 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by THE SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.5 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

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 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 any time 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
WARRANTY

8.1 Onsite comprehensive warranty period of 3 years is mandatory which includes spare bearing all equipment (connectivity and installation of Servers to Core Switch and SAN Switch over fiber media) without any additional cost, starting from the date of supply of Server.

8.2 THE SUPPLIER will provide Hardware warranty and support for 24x7X365 Basis.

8.3 Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	30 minutes
Severity Level 2 (S2)	1 hour
Severity Level 3 (S3)	2 hours

Article IX
RENEWAL

9.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and THE SUPPLIER agree so.

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 ICL International (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 ICL International (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.

10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s ICL International (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 ICL International (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
DELIVERY TIME

11.1 The solution should be delivered 02-06-2021 from the date of acceptance of Purchase Order.

Article XII
MISCELLANEOUS

12.1 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.

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

12.3 All terms and conditions of Tender vide # IT/07/20-21 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.

50/3/21

"IBA"

NAME: Syed Wajeeh Zaidi

CNIC # 42401-1999900-9

Address:

Head of ICT (Acting), Institute of Business
Administration Main Campus
University Road, Karachi

3. 30/3

"IBA"

NAME: Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Head of Procurement
Institute of Business
Administration Main Campus
University Enclave, Karachi

Focal Person IBA

Mr. Mansoor Ali

Mohi ul Islam Sabri

M/s ICL International (Pvt) Ltd

NAME: Syed Mohi ul Islam Sabri

CNIC# 42201-6926776-1

Address:

Suite 121, 1st Floor, The Plaza G-7,
Block-9, Clifton,
Karachi

4. Kamran Shafi

M/s ICL International (Pvt) Ltd

NAME: Kamran Shafi

CNIC # 42101-0118381-5

Address: Suite 121, 1st Floor, The Plaza G-7,
Block-9, Clifton,
Karachi