

2060-2207070000897906

GoS-KHI-B478EC3E4CA8E934

**Non-Judicial****Rs 30,039/-**

Description : Contract - 15(a)  
 Principal : Institute of Business Administration [42301-8000137-5]  
 Contractor : IBL Unisys Pvt Ltd [42301-8000137-5]  
 Applicant : IBL Unisys Pvt Ltd [42301-8000137-5]  
 Stamp Duty Paid by : IBL Unisys Pvt Ltd [42301-8000137-5]  
 Issue Date : 07-Jul-2022, 09:39:07 AM  
 Paid Through Challan : 2022BE68FAD9D6D0  
 Amount in Words : Thirty Thousand and Thirty Nine Rupees Only

Please Write Below This Line

**AGREEMENT****Provide & Supply Network Switches**

THIS AGREEMENT is executed at KARACHI, on this day July 22, 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. IBL Unisys (Pvt.) Ltd**, having its office on the **2<sup>nd</sup> Floor, One IBL Center, Tipu Sultan Road, Off. Shahrah-e-Faisal, 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), on the SECOND PART.







**E-STAMP**  
CONTINUATION SHEET  
Government of Sindh

**WHEREAS** “IBA” intends to obtain Provide & Supply Network Switches vide tender # IT/22/21-22 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 “Provide & Supply Network Switches” vide tender # IT/22/21-22. “THE SUPPLIER” hereby agrees to the offer of the “IBA” in acceptance of the terms & conditions herein below forth.

**Article I:**  
**SCOPE OF SUPPLY & SERVICES**

- 1.1 THE SUPPLIER agrees to provide & Supply Network Switches 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 the Head of ICT, of the “IBA” who will assist “THE SUPPLIER” in the supervision of the proposed Supply Network Switches.
- 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 Manufacturing date not exceeding more than 10 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.
- 1.7 THE SUPPLIER hereby agrees to accept the variation, if occurred, in the scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.8 All logistic charges will be borne by THE SUPPLIER.
- 1.9 The SUPPLIER shall be responsible to provide hardware support with parts.
- 1.10 Support from the Senior Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 1.11 Back-to-back support for items mentioned in the BOQ from the principal.

**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 Comprehensive 3-year OEM replacement warranty.



**Article III**  
**REMUNERATION**

- 4.1 The cost offered by the SUPPLIER is Rs. 8,582,320/- (inclusive of all taxes) Provide & Supply Network Switches vide tender # IT/22/21-22 variation may occur. The cost is inclusive of labor/transportation/supplies/taxes/levies/custom duties etc. Details of items are appended below:

S. No.	Item Description	Qty	Rate	Total Amount
1	<b>Optical Transceiver</b> 10G-SFP+, Part No. 2318169 Brand: Huawei S5700 Series Ethernet Switches Optical Transceiver, SFP+,10G, Multi-mode Module (850nm, 0.3km, LC)	8	21,517.00	172,136.00
2	<b>Optical Transceiver</b> 10G-SFP+, Part No. 2318170 Brand: Huawei S5700 Series Ethernet Switches Optical Transceiver, SFP+,10G, Single-mode Module (1310nm, 10km, LC)	5	57,925.00	289,625.00
3	<b>Mainframe</b> S5731 H Series, Part No. 02352SVD-001 Brand: Huawei S5700 Series Ethernet Switches S5731-H48P4XC (48*10/100/1000BASE-T ports, 4*10GE SFP+ ports, 1*expansion slot, PoE+, without power module)	13	402,150.00	5,227,950.00
4	<b>Software</b> Part No. 88037BNJ Brand: Huawei S5700 Series Ethernet Switches S57XX-H Series Basic SW, Per Device	13	58,485.00	760,305.00
5	<b>Power Supply</b> Part No. 2131727; 1000W AC Power Module	13	68,100.00	885,300.00
6	<b>Warranty</b> Part No. 88134UJL-3YR CloudEngine S5731- H48P4XC(C13_Britain)_Site1; Brand: Huawei S5700 Series Ethernet Switches S5731-H48P4XC (48*10/100/1000BASE-T ports, 4*10GE SFP+ ports, 1*expansion slot, PoE+, without power module)_Hi-Care Standard S5731-H48P4XC_36Month(s)	3 years onsite comprehensive warranty		
			<b>Total</b>	7,335,316.00
			<b>17% GST</b>	1,247,004.00
			<b>Grand Total</b>	8,582,320.00

- 4.2 Payment Terms: 100% of the total amount after complete supply of required items as per Bill of Quantity.
- 4.3 Liquidity damages a 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 Network Switches to IBA.
- 4.4 Performance Security 5% of the total amount of Purchase Order will be provided by "THE SUPPLIER".
- 4.5 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.



- 4.6 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**  
**FUTURE DEVELOPMENTS AND UPGRADES**

- 6.1 THE SUPPLIER shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 6.2 Any additional requirements requested by IBA will be subject to mutually agreed additional charges based on the complexity of the requirements and/or changes.

**Article VII**  
**TERMINATION**

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

**Article VIII**  
**INDEMNITY**

- 8.1 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 "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 & enforced to the fullest extent permitted by prevailing law.

**Article XI**  
**INTEGRITY PACT**

- 11.1 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).



- 11.2 Without limiting the generality of the forgoing the M/s. Kontinental Establishment 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. IBL- Unisys 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.
- 11.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Kontinental Establishment 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. Kontinental Establishment, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.


#### **Article XII**

#### **MISCELLANEOUS**

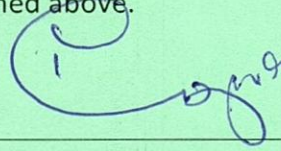
- 12.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 12.2 The validity of the contract will be effective from the date of issue of the Purchase Order.
- 12.3 All terms and conditions of tender vide # IT/22/21-22 will 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 mentioned above.

  
**Dr. Muhammad Asad Ilyas**  
Registrar

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






M/s. IBL Unisys (Pvt.) Ltd  
Rizwan Ahmad  
CFO  
CNIC # 42101-0901274-1

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

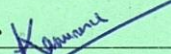
Address:  
2nd Floor, One IBL Center, Tipu Sultan  
Road, Off. Shahrah-e-Faisal, Karachi

**WITNESS:**

1. 

IBA, Karachi  
Syed Fahad Jawed  
Head of Procurement  
CNIC # 42201-9125136-3

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

2. 

M/s. IBL Unisys (Pvt.) Ltd  
Kamran Afzal  
Sales Analyst  
CNIC # 42501-5489017-3

Address:  
2nd Floor, One IBL Center, Tipu Sultan  
Road, Off. Shahrah-e-Faisal, Karachi

Focal Person IBA Mr. Mansoor Ali