

N148482



ABDUL WAKEEL STAMP VENDOR

Licence # 127, Shop No: 76 Falak Corporate City

Talpur Road, Karachi.

SR. No. 7437 Date DWP

ISSUED TO WITH ADDRESS MR. DWP

THROUGH WITH ADDRESS MR.

PURPOSE 100 ATTACHED

VALUE RS. 100

STAMP VENDOR SIGNATURE: [Signature]

DO NOT USE DIVORCED &amp; WILL UPURPOSE

16 NOV 2018

Stamp Office, City Court  
Karachi.

RUPEES ONE HUNDRED ONLY

10 JAN 2019

### IP Phones

THIS AGREEMENT is executed at KARACHI, on this day January 15, 2019.

### BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Imran Batad (Director ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

### AND

M/s DWP Technologies (Pvt) Ltd, having its office at # 11, First Floor, Mandviwalla Chambers, Talpur Road, 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 proprietor Mr. Waseem Sher, holding CNIC No. 44101-1211769-1 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Provide & Supply of IP Phones with Licenses vide tender # IT/13/18-19 for the Provide & Supply of IP Phones with Licenses (IBA requirement) discussions in respect of the same before the determination of scope of supply will be held with "IBA" as "Provide & Supply of IP Phones with Licenses" and "THE SUPPLIER" have offered to render all kind of Provide & Supply of IP Phones with Licenses (including but not limited to the "Provide & Supply of IP Phones with Licenses" of the proposed supply up to the satisfaction & handing over

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the material(s) to the "IBA" having accepted the offer in 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 for the specific purpose of "Provide & Supply of IP Phones with Licenses" discussions in respect of the same with "IBA". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth. The 'Terms of Conditions' of Tender Document are the integral part of this agreement

**Article I**

**DUTIES & SCOPE OF SUPPLIES AND AGREEMENT**

- 1.1 This Agreement includes, the "Provide & Supply of IP Phones with Licenses", discussions with "IBA" before the determination of scope of supply with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Services(s) & Supply(s) of IP Phones with Licenses to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their supply with Sr. Manager IT, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provide & Supply of IP Phones with Licenses.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SUPPLIER" will visit the Purchase Office located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by "THE SUPPLIER".
- 1.7 It is the responsibility of "THE SUPPLIER" to obtain NOC, licenses and other related permission(s), license(s) etc for the IBA, Karachi.

**Article II**

**REMUNERATION**

- 2.1 The cost offered by the Supplier is Rs. 3,032,008.34 (inclusive of all taxes and duties) Provide & Supply of IP Phones with Licenses vide tender # IT/13/18-19. The cost is inclusive of labor/transportation/supplies/etc.

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ten percent (10%), of the total agreed price of the Purchase Order, in case of delayed delivery. Liquidity damages will be imposed after the expiry of 10 weeks of issuance of Purchase Order. Purchase will be deemed completed once "THE

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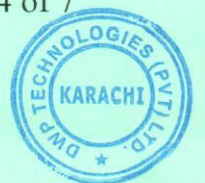
SUPPLIER” delivers the required number of IP Phones with Licenses as per specification.

- 2.4 100[~~SDH~~]~~SDH~~% payment will be made after satisfactory delivery and submission of invoice and delivery challan by “THE SUPPLIER”.
- 2.5 Delivery on or before 10 weeks after issuance of Purchase Order.
- 2.6 Performance Security 5% of total amount of Purchase Order will be provided by the M/s DWP Technologies (Pvt) Ltd.

### **Taxes and Duties**

- 2.7 “THE SUPPLIER” shall be responsible for the payment of all taxes, duties etc. incurred or accrued until the final delivery of the Goods or other obligations including services.
- 2.8 Any increase in the rate/amount of Govt. taxes or levy shall be to the cost of “THE SUPPLIER”; however, for any decrease in taxes duties and levy, the IBA should get its benefit
- 2.9 Withholding tax shall be deducted from “THE SUPPLIER” invoices as per the prevailing rates. “THE SUPPLIER” may submit the tax exemption documents if there is any exemption available to them under the FBR Rules
- 2.10 For goods supplied from outside the Pakistan, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, custom duties and other such levies imposed outside Pakistan.
- 2.11 Stamp Duty @ 0.35% of the cost of Purchase Order is being paid according to the prescribed procedure.
- 2.12 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.
- 2.13 IBA is exempted from custom duties and sales taxes including general sales tax. IBA will furnish the required exemption certificates on demand.
- 2.14 Applicable withholding taxes, rates, duties, etc. shall be deducted from supplier payments. 

### **Article III** **ARBITRATION**





- 3.1 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 IV** **TERMINATION**

- 4.1 "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 V** **INDEMNITY**

- 5.1 "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 VI** **NOTICE**

- 6.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.
- 6.2 If the Agreement or encounters conditions impeding timely performance of any of the obligations, under the contract, at any time, the Contractor 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 VII** **INTEGRITY PACT**

- 7.1 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).

- 7.2 Without limiting the generality of the forgoing the M/s DWP Technologies (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.
- 7.3 M/s DWP Technologies (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.
- 7.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s DWP Technologies (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 M/s DWP Technologies (Pvt) Ltd, as aforesaid for the purpose of obtaining or inducing procurement or other obligation or benefit in whatsoever from the IBA.

#### **Article VIII** **EXTENDED COMPREHENSIVE WARRANTY**

- 8.1 The Comprehensive Warranty of provided equipment vide Tender # IT/13/18-19, after completion of THREE years warranty period from Date of Delivery, would be extended for further ONE YEAR as per agreed amount as of tender for 4<sup>th</sup> year @ Rs. 268,201.21 (inclusive of all taxes) and for 5<sup>th</sup> year @ Rs. 308,431.39 (inclusive of all taxes) with mutual consent & satisfactory performance if the IBA, Karachi and the SUPPLIER agree so.

#### **Article IX** **MISCELLANEOUS**

- 9.1 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 & labor and material

