

0002-2208300001058394

GoS-KHI-BB7C0E0519A198FF

Non-Judicial

Rs 12,565/-

Description	: Contract - 15(a)
Principal	: Iba Karachi [00000-0010000-0]
Contractor	: Dwp Group [00000-0010000-0]
Applicant	: Yasir Ali [42201-1029360-7]
Stamp Duty Paid by	: Dwp Group [00000-0010000-0]
Issue Date	: 30-Aug-2022, 03:52:07 PM
Paid Through Challan	: 2022146751DD9292
Amount in Words	: Twelve Thousand Five Hundred and Sixty Five Rupees Only

Please Write Below This Line

AGREEMENT**Provide & Supply Photocopy Machines**

THIS AGREEMENT is executed at KARACHI, on this day August 30, 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. DWP Technologies (Pvt.) Ltd., having its office at **Office # 11, 1st Floor, Mandviwalla Chamber, Talpur Road, 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), through its proprietor **Mr. Muhammad Ali**, holding CNIC No. 42401-2305591-3 on the SECOND PART.

WHEREAS IBA intends to obtain Provide & Supply Photocopy Machines vide tender # ME/17/21-22 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 Photocopy Machines" vide tender # ME/17/21-22. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms & conditions herein below forth.

Article I:
SCOPE OF SUPPLY

- 1.1 THE SUPPLIER agrees to provide, supply, install, performance test, train staff & perform commissioning of Photocopy Machine to IBA whenever and wherever form is required as per the terms & 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 & Supply Photocopy Machines.
- 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 must not exceed more than 06 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 subject to LC open from State Bank of Pakistan.
- 1.7 THE SUPPLIER bound to all defective items shall be replaced with the new and same brand
- 1.8 Material under manufacturer warranty will be covered as mentioned in this agreement.
- 1.9 Any material that becomes faulty will be replaced by THE SUPPLIER.

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 1-year Comprehensive onsite OEM warranty.

Article IV

REMUNERATION

- 4.1 The cost offered by THE SUPPLIER is Rs. 958,425/- (inclusive of all taxes) Provide & Supply Photocopy Machines vide tender # ME/17/21-22 variation may occur. The cost is inclusive of labor/transportation/supplies/taxes/levies/custom duties etc. Details of items are appended below:

S.No.	Description	Qty	Rate	Amount
1.	Photocopier Machine Multifunction With installation, testing, training & commissioning Black & White Printing Functionality: Print, copy and scan	2 units	1,534,188.00	3,068,376.00

enabled Engine Speed: 72 PPM Resolution: Print (1200 x 2400 DPI); Copy (600 x 600 DPI) Print Management Software: Built in 4 GB RAM, 128 GB SSD 1.9 GHz Processor APS: Standard Scanning Speed: 270 IPM duplex Document Feeder: Duplex, Automatic, Standard Monthly Duty Cycle: Min. 300,000 sheets Print Management: Secure Print, follow me Print, Print rules and Quota Management: with server, connectivity with LDAP, use management Original size: A3, A4, A5, B4, B5, B6 High Capacity Feeder: Standard; Total standard paper capacity: Min. 3,140 sheets Additional: Min. 3,000 sheets Office Finisher: Standard (when finishers are not attached) Min. 250 sheets each, Face-up Tray: 100 sheets ; Additional: Min. 3000 + 500 sheets tray, Min. 50 sheets multi positioning stapling Paper Input Capacity: Standard Min. 3040 sheets + 100 sheets bypass tray Toner Yield: Min. 52,000 prints Drum Life: Min. 200,000 pages Developer Life: Min. 160,000 pages Model: Alta Link B8170 Brand: XEROX Warranty: 1-year comprehensive onsite warranty			
Total			3,068,376.00
17% GST (if applicable)			521,624.00
Grand Total			3,590,000.00

- 4.2 Liquidity damages at 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 Photocopy Machines to IBA.
- 4.3 Payment will be made after delivery of materials & submission of the Invoice.
- 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
TERMINATION

- 6.1 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 VII
INDEMNITY

- 7.1 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 SUPPLIER which disturbs or damage the reputation, quality or the standard of services provided by IBA and any person claiming through the IBA.

Article VIII
NOTICE

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

Article IX:
SEVERABILITY

- 9.1 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 X
INTEGRITY PACT

- 10.1 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).
- 10.2 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, 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. 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

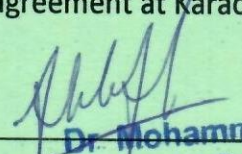
prejudice to any other right & remedies available to the IBA under any law, contract, or other instruments, be stand void at the discretion of the IBA.

- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. 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 given by the M/s. DWP Technologies (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
MISCELLANEOUS


- 11.1 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.
- 11.2 The validity of the contract will be effective from the date of issue of the Purchase Order.
- 11.3 All terms and conditions of tender vide # ME/17/21-22 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
IBA, Karachi
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan
CNIC # 42301-4497722-9

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

WITNESS:

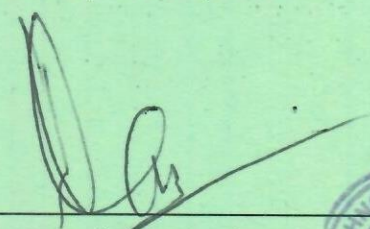
1. 
Syed Fahad Jawed
IBA, Karachi
Syed Fahad Jawed
Head of Procurement
CNIC # 42201-9125136-6

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

Focal Person IBA Mr. Mansoor Ali

M/s. DWP Technologies (Pvt.) Ltd.
(Name) Muhammad Ali
Corporate Account Manager
CNIC # 42401-2305591-3

Address:
Office # 11, 1st Floor, Mandviwalla
Chamber, Talpur Road, Karachi

2. 
M/s. DWP Technologies (Pvt.) Ltd.
(Name) Asad Khan
(Designation) National Sales Manager
CNIC # 42101-9597235-3

Address:
Office # 11, 1st Floor, Mandviwalla
Chamber, Talpur Road, Karachi