

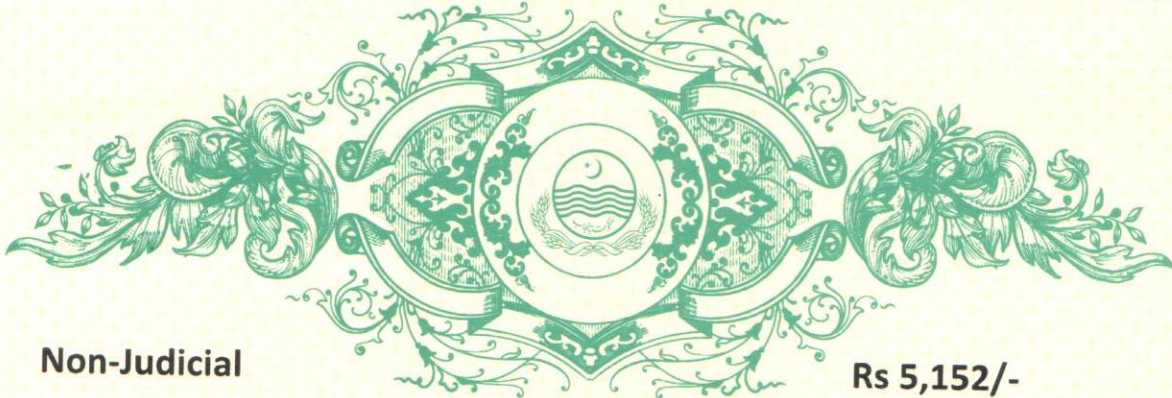
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Non-Judicial

Rs 5,152/-

Description	: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
First Party	: Orient AV Private Limited [35202-0000000-0]
Second Party	: IBA Karachi [40000-0000000-0]
Agent	: Ghulam Dastgir [35202-2302456-7]
Stamp Duty Paid by	: Orient AV Private Limited [35202-0000000-0]
Issue Date	: 29-Jan-2021, 12:18:46 PM
Paid Through Challan	: 20215769AD367EE8
Amount in Words	: Five Thousand One Hundred and Fifty Two Rupees Only

Please Write Below This Line

**AGREEMENT**

**Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone**

THIS AGREEMENT is executed at KARACHI, on this day January 27, 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 Orient AV (Pvt) Ltd**, having its office at **Office No. 607, 6th Floor, Anum Empire, Jinnah Housing Society, PECHS, Shahrah-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 Director **Mr. Muhammad Yousaf**, holding CNIC No. 35202-2957609-5.

**WHEREAS** "IBA" intends to obtain Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone vide tender # IT/05/20-21 for the Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone" and "THE SUPPLIER" have offered to render all kind of Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone including but not limited to the "Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone" 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.







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**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 “Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone” discussions in respect of the same with “IBA” before the determination of Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone to provide with any/all other relevant details for presentation to “IBA” for Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone. “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 SERVICES AND AGREEMENT**

- 1.1 “THE SUPPLIER” agrees to Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone 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 Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone.
- 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 Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone in accordance with the Description & Specification.
- 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 must have right from the source and have NOC from concerned licensing authority in Pakistan.
- 2.4 “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.
- 2.5 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.
- 2.6 All licenses will be delivered directly to the location, as per the discretion of IBA. If licenses delivered are not conforming to the specifications and bill of quantity, the licenses will not be accepted.







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CONTINUATION SHEET

2.7 End to end deployment of the procured product.

2.8 The necessary service support should be provided by THE SUPPLIER during the agreement period.

2.9 Delivery with installation of all items on or before February 10, 2021.

2.10 The software must not be produced / integrated / configured / developed in the country India or Israel.

2.11 The Supplier shall indemnify & hold the IBA harmless against all the third party(ies) claim(s) of infringement of patents, trademark or industrial decision rights arising from use of the service(s) or any part thereof.

2.12 The Supplier shall be responsible for installation configuration integration of the quoted product to the IBA provided servers. The Supplier shall make it sure and convenient that newly deployed software were properly with existing setup. Software installation, configuration and integration will be free of cost. Moreover, for any upgradation / change in IBA network during the contract period, the supplier will provide support and maintenance related to the provided product without any additional cost.

### Article III

### REMUNERATION

3.1 The cost offered by the SERVICE PROVIDER is Rs. 1,471,860.00 (inclusive of all taxes) Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone vide tender # IT/05/20-21 variation may have occurred. Details of items are appended below;

M/s.Orient AV (Pvt.) Ltd				
S.#	Specification	Qty	Rate	Amount
1	Video Conference Camera PTZ USB video conference camera featured 1080P HD video, super wide-angle horizontal viewing up to 72 degrees with 10X Zoom Brand: - Minrray - Model # UV515-3 With one-year warranty comprehensive onsite warranty	10	38,300.00	383,000.00
2	Group USB Speaker Phone Advanced audio processing technologies, full audio for natural, effortless conversations: > Distributed Echo	10	74,800.00	748,000.00





	Cancellation > Noise cancellation > Advanced automatic level management > True full duplex performance > Line Echo Cancellation  Brand: - Clearone Chat 150 or equivalent With one-year warranty comprehensive onsite warranty			
3	Cables, Cabling and Installation	10 Job	12,700.00	127,000.00
<b>Total</b>			<b>Rs. 1,258,000.00</b>	
<b>17% GST (If Applicable)</b>			<b>Rs. 213,860.00</b>	
<b>13% SST (If Applicable)</b>			<b>-</b>	
<b>Grand Total</b>			<b>Rs. 1,471,860.00</b>	

- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. "THE SUPPLIER" have to deliver the required number of Supply, Installation with Commissioning of Video Conference Camera and Group USB Speakerphone to IBA.
- 3.3 Performance Security 5% of total amount of Purchase Order will be provided by "THE SERVICE PROVIDER".
- 3.4 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SERVICE PROVIDER. 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 SERVICE PROVIDER 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 days' notice.

#### Article VI INDEMNITY





6.1 "THE SERVICE PROVIDER" 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 SERVICE PROVIDER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SERVICE PROVIDER" 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**  
**PAYMENT TERM**

8.1 Payment will be made after submission of invoice to Procurement Department.

**Article IX**  
**DELIVERY & INSTALLATION TIME**

9.1 All items should be delivered within 15 days with installation from the date of Purchase Order.

**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 Orient AV (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 Orient AV (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 Orient AV (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 Orient AV (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  
SEVERABILITY

- 11.1 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 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/05/20-21 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.

Sr  
"IBA"  
NAME: Syed Wajeeh Zaidi  
CNIC # 42401-1999900-9  
Address:  
Head of ICT (Acting), Institute of Business  
Administration Main Campus  
University Road, Karachi

3. 3/2  
"IBA"  
NAME: Syed Fahad Jawed  
CNIC # 4220191251353  
Address:  
Head of Procurement  
Institute of Business  
Administration Main Campus  
University Enclave, Karachi

Focal Person IBA

Mr. Wajeeh Zaidi

Mohd Yousaf  
M/s Orient AV (Pvt) Ltd  
NAME: Muhammad Yousaf

CNIC# 35202-2957609-5  
Address:  
Office No. 607, 6<sup>th</sup> Floor, Anum Empire,  
Jinnah Housing Society, PECHS,  
Shahrah-E-Faisal, Karachi

4. 30-1-2021  
M/s Orient AV (Pvt) Ltd  
NAME: Mr. Faisal Khan

CNIC # 42201-3092426-7  
Address:  
Assistant Manager  
Office No. 607, 6<sup>th</sup> Floor, Anum Empire,  
Jinnah Housing Society, PECHS,  
Shahrah-E-Faisal, Karachi

