E-STAMP

حکومتِ سندّ

NBP-0144-2402230004144742   GoS-KHI-025B59B39A609339

Non-Judicial	**Rs 33,120/-**

Description	:	Contract - 15(a)
Principal	:	Institute of Business Administration [27024407]
Contractor	:	Clicktech [34541507]
Applicant	:	Suhail Mustafa [42201-2351711-5]
Stamp Duty Paid by	:	Clicktech [34541507]
Issue Date	:	23-Feb-2024, 11:59:51 AM
Paid Through Challan	:	2024E5F8775B75F2
Amount in Words	:	Thirty Three Thousand One Hundred and Twenty Rupees Only

-------------------------------- Please Write Below This Line --------------------------------

AGREEMENT
Provide, Supply and Install VoIP Telephony Solution

This AGREEMENT is executed in KARACHI, on this day February 15, 2024

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. Clicktech, having its office at **Suite # G 80 & 81, Ground Floor, City Centre, Main Shahrah-e-Faisal Karachi,** hereinafter referred to as THE SUPPLIER (which expression shall wherever the context, so permits are deemed to include its legal representatives, executors, successor, and assigns) through its Company Proprietor **Mr. Suhail Mustafa,** holding CNIC # 42201-2351711-5 on the SECOND PART.

WHEREAS IBA intends to obtain a Supply of VoIP Telephony Solution vide tender # IT/17/23-24 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:

<u>**WITNESSETH**</u>

IBA hereby offer to appoint THE SUPPLIER as their supplier for the specific purpose of "Provide, Supply and Install VoIP Telephony Solution" vide tender # IT/17/23-24. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms & conditions herein below forth.

<u>**Article I:**</u>

SCOPE OF SUPPLY

1.1   THE SUPPLIER agrees to Provide, Supply and Install VoIP Telephony Solution to IBA whenever & 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 of VoIP Telephony Solution.

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   All logistic charges will be borne by THE SUPPLIER.

1.5   All items in full quantity should be delivered on or before May 9, 2024.

1.6   THE SUPPLIER bound to all defective items shall be replaced with the new and same brand.

1.7   THE SUPPLIER must Ensure that both the Cisco Call Manager and proposed IPPBX solution servers are connected to the same network and that they can communicate with each other.

1.8   Configure a SIP trunk on both systems. The SIP trunk will establish the connection for call routing between the two platforms.

1.9   Define the dial plan on both systems to ensure seamless call routing. This includes specifying how calls are handled when originating from one system and terminating on the other.

1.10 Establish call routing rules on both the Cisco Call Manager and proposed IPPBX solution servers to determine how calls are handled, routed, and directed between the systems.

1.11 Keep detailed documentation of the integration process, including configurations and settings. Also, ensure that you have access to support resources for both Cisco and the proposed IPPBX solution servers in case you encounter any challenges.

1.12 Test the integration thoroughly by making test calls and monitoring call quality. Be prepared to troubleshoot and resolve any issues that may arise during the testing phase.

1.13 THE SUPPLIER is responsible for the integration of proposed IPPBX solution servers with LDAP.

1.14 THE SUPPLIER takes responsibility for integrating the proposed Telephone Directory solution with Cisco IP phones.

1.15 The proposed must effectively manage all IPPBX servers via cloud services.

1.16 To provide support/warranties (five years) of equipment and components with transport and labour charges included in the Bill of Quantity.

1.17 THE SUPPLIER must provide backup in case of delay in delivery of the relevant model, as specified in the Bill of Quantity.

1.18 The onsite comprehensive replacement warranty period of five years is mandatory, including the replacement of the Equipment included in the Bill of Quantity (if necessary) without any additional cost.

1.19 THE SUPPLIER should provide Training & Product Certification to at least two staff members of IBA in the Principal authorized training centre.

1.20 Any material that becomes faulty will be replaced by THE SUPPLIER.

1.21 THE SUPPLIER should provide software upgrades & 24x7 technical support with unlimited incident logging through Email, Phone and Web directly from the OEM without any additional cost.

1.22 THE SUPPLIER should provide Onsite Configuration & Installation.

1.23 THE SUPPLIER will submit Imports' Goods Declaration (GD) Form in connection with the Contract Agreement.

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Article II
PAYMENT
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2.1 Payment will be made within 30 working days, after the complete supply and installation of required items as per the Bill of Quantity and submission of the commercial invoice at IBA, Main Campus, University Enclave, University Road, Karachi.

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Article III
WARRANTY
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3.1 5-Year comprehensive onsite Hardware warranty backed by OEM for items.

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Article IV
REMUNERATION
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4.1 The cost offered by THE SUPPLIER is Rs. 9,462,728/- (inclusive of all taxes) to Provide, Supply and Install VoIP Telephony Solution vide tender # IT/17/23-24 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/ customs duties etc. Details of items are appended below:

Sr #	Description & Features	Qty	Unit Price	Total Amount
1	**Internet Protocol Private Branch Exchange (IP PBX)** • PTA-approved SIP Server • Hybrid Functionality • Multi-video codec that controls up to 3000 Audio/Video SIP sessions and expendable up to 100 Trunks and 1000 Analog Extensions with support of E1-T1-J1 cards • Licensed, Free CRM solution for 2 users and expandable • 16 X RJ-11 Ports for programming and complied by HA Concept support LDAP • Advance communication features: Call park, call forward, call transfer, call waiting, caller ID, call record, call history, ringtone, IVR, music on hold, call routes, DID, DOD, DND, DISA, ring group, ring simultaneously, schedule, PIN groups, call queue, pickup group, paging/intercom, voicemail, call wakeup, SCA, BLF, voicemail to email, fax to email, speed dial, call back, dial by name, emergency call, call follow me, blacklist/whitelist, voice conference, video conference, event list, feature codes, busy camp-on/ call completion, voice control, post-meeting reports, virtual fax, email to fax • Remote Mobility license for 50 users and Centralized Control through Cloud / On-premises • Should include 3rd party endpoint license for 1500 users. • Interface: 3 X Gigabit Network Ports • Peripheral Ports 1*USB 3.0, 1*SD card interface, 1*USB 2.0, 1*USB 3.0, 1*SD card interface, 2*USB 3.0, 1*SD card • Voice & fax codec: Opus, G.711 A-law/U-law, G.722, G722.1 G722.1C, G.723.1 5.3K/6.3K, G.726-32, G.729A/B, iLBC, GSM; T.38 • Video Codec: H.264, H.263, H263+, H.265, VP8 • Network Protocol: SIP, TCP/UDP/IP, RTP/RTCP, IAX, ICMP, ARP, DNS, DDNS, DHCP, NTP, TFTP, SSH, HTTP/HTTPS, PPPoE, STUN, SRTP, TLS, LDAP, HDLC,	4 Units	953,344.00	3,813,376.00

#	Description	Qty	Unit Price	Total
	• Call Centre Solution: Multiple configurable call queues, automatic call distribution (ACD) based on agent skills			
2	**Android Enterprise Conference Phone** • IP Audio Conference: Executive Level Android based Conference Phones with 6 Lines, 6 SIP, Audio Codec • Protocols/Standards: SIP RFC3261, TCP/IP/UDP, RTP/RTCP, HTTP/HTTPS, ARP, ICMP, DNS (A record, SRV, NAPTR), DHCP, PPPoE, SSH, TFTP, NTP, STUN, SIMPLE, LLDP, LDAP, TR-069, 802.1x, TLS, SRTP, • Speakerphone: Frequency: 220-18,000 Hz Volume: Up to 86 dB at 0.5-meter Audio full duplex • Bluetooth / WiFi: Yes, integrated. Bluetooth 4.0 / integrated. 802.11 b/g/n • Voice Codecs: Support for G.711µ/a, G.722, G.726, iLBC, Opus, G.722.1 and G.722.1c in-band and out-of-band DTMF (In audio, RFC2833, SIP INFO), G.729A/B, VAD, CNG, AEC, PLC, AJB, AGC	4 Phones	215,600.00	862,400.00
3	**Operator Console** • Supply of 12 Line supported Operator Console with BLF Keys • Telephony Features; Hold, transfer, forward, 5-way conference, call park, call pickup, shared-call-appearance (SCA)/bridged-line-appearance (BLA), downloadable phonebook (XML, LDAP, up to 2000 items), call waiting, call log (up to 500 records), XML customization of screen, off-hook auto dial, auto answer, click-to-dial, flexible dial plan, hot desking, personalized music ringtones and music on hold, server redundancy and fail-over and supports upto 4 DSS Modules for easy Operator Management.	3 Console	81,271.00	243,813.00
4	**LCD Expansion Modules** • Supply of easy management Operator console DSS Modules	6 Modules	89,670.00	538,020.00
5	**SIP Phones Licenses** • The license should include 3rd party endpoint integration of Cisco IP Phones 1500 users	1500 Users	800.00	1,200,000.00
6	**Remote Mobility Licenses** • Remote Mobility license for 50 users and Centralized Control through Cloud / On-premises • 8 concurrent voice/video calls, 50 registered users, 1GB cloud storage for 05 years	50 Users	5,000.00	250,000.00
7	**Deployment** • Configuration, installation, testing and commissioning charges	1 Job	350,000.00	350,000.00
8	**Support & Service** • 5 years service plan and integration of the system with existing telecom network; 12 months x 5 years	1 Job	875,000.00	875,000.00
			Total	8,132,609.00
			18% GST (If Applicable)	982,369.62
			13% SST (If Applicable)	347,750.00
			Grand Total	9,462,728.62

4.2 Liquidity damages at the rate of 2% per month, of the total agreed-on as per the 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 has to deliver the required equipment to IBA.

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

4.4 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.

4.5 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-day 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. Clicktech 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. Clicktech 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 the 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, contact, or other instruments, stand void at the discretion of the IBA.

10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Clicktech 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. Clicktech, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.
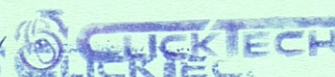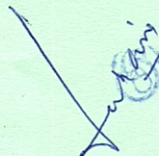
Article XI
MISCELLANEOUS

11.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being 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 # IT/17/23-24 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.
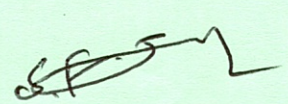
IBA, Karachi	M/s. Clicktech
Dr. Muhammad Asad Ilyas	*Suhail Mustafa*
Registrar	*CTO*
CNIC # 42301-4497722-9	42201-2351711-5
Address:	Address:
Institute of Business Administration	Suite # G 80 & 81, Ground Floor, City
Main Campus, University Road, Karachi	Centre, Main Shahrah-e-Faisal Karachi
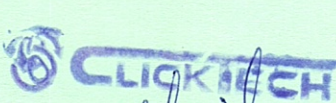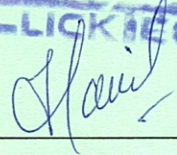
WITNESS:

1.	2.
IBA, Karachi	M/s. Clicktech
Syed Fahad Jawed	*Muhammad Habib*
Head of Procurement	*Head Of Sales*
CNIC # 42201-9125136-6	42201-3399000-9
Address:	Address:
Institute of Business Administration	Suite # G 80 & 81, Ground Floor, City
Main Campus, University Road, Karachi	Centre, Main Shahrah-e-Faisal Karachi

Focal Person IBA _Mr. Mansoor Ali_