

(RUPEES THREE THOUSAND ONLY)

Talat T. Adv  
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*[Handwritten signature]*  
Office D/22/16

### AGREEMENT

THIS AGREEMENT is made at Karachi on this 25th day of February 2016 (the "Agreement").

BETWEEN

Institution of Business Administration, Karachi, an institution duly incorporated and existing under the laws of Pakistan, having its Office at Main Campus Karachi University, university road Karachi (hereinafter referred to as "IBA" which expression shall where the context so requires include its successors-in-interest, liquidators, nominees and permitted assignees) being party of the **ONE PART**;

AND

Silicon Technologies., a private limited company incorporated under the laws of Pakistan having its registered Head Office at 77-E, Block-2, PECHS Ghazali Road, Karachi, Pakistan (hereinafter referred to as "the Technology Partner" which expression shall, where the context so permits, be deemed to mean and include its successors-in-interest, liquidators, nominees and permitted assignees), being party of the **OTHER PART**;

(IBA and the Technology Partner shall hereinafter be collectively referred to as "the Parties" and individually as "the Party" where ever the context so requires)

#### WHEREAS:

A. The Technology Partner is acting through its authorized representative Lyd Sadaf Hashmi; and *[Signature]*

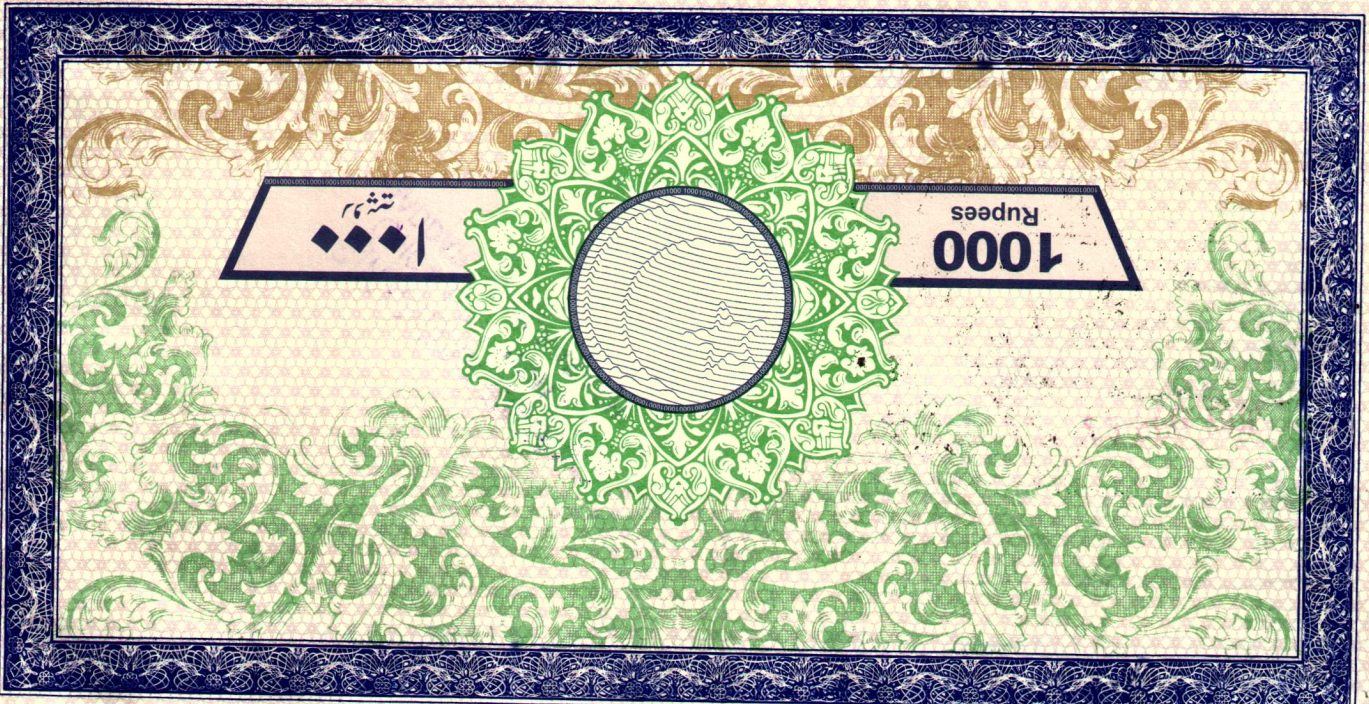
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MUHAMMAD NAWAZ  
Advocate

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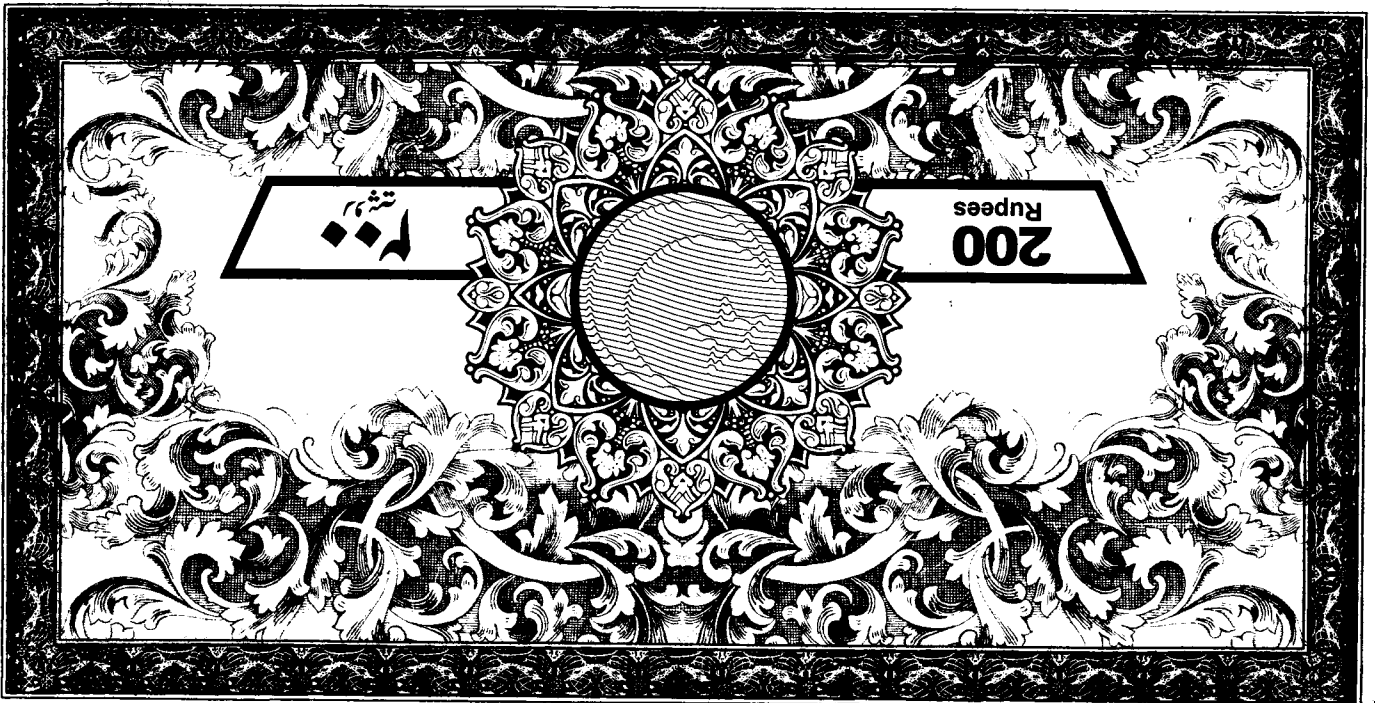
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ADDL. CHIEF  
COMMISSIONER  
TAXATION

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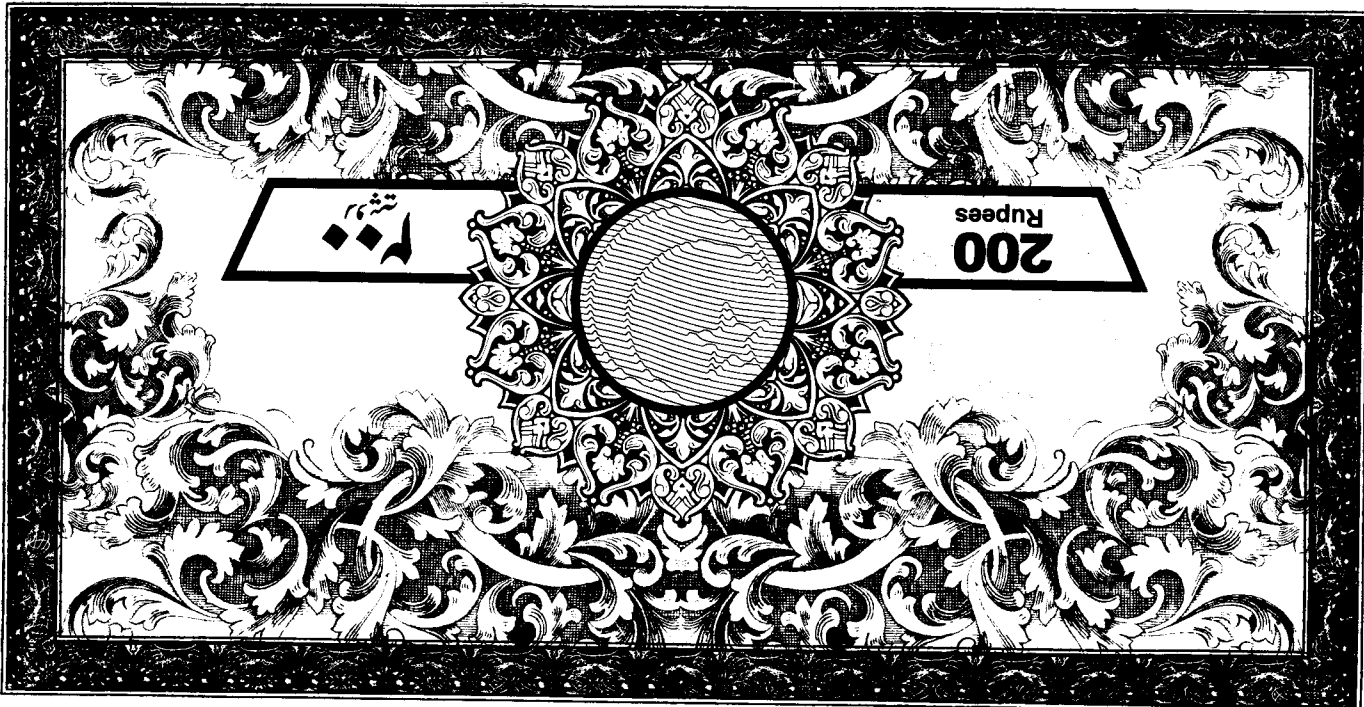
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SIKANDAR IMPAN STAMP VENDOR  
Licence No. 80, S.A.H.M.S. (City Court Karachi)  
S. No. 38943

2016

(RUPEES TWO HUNDRED ONLY)

ISSUED TO WITH ADOPTED  
THROUGH WITH ADOPTED  
PURPOSE WITH ADOPTED  
VALID FOR THE PURPOSE  
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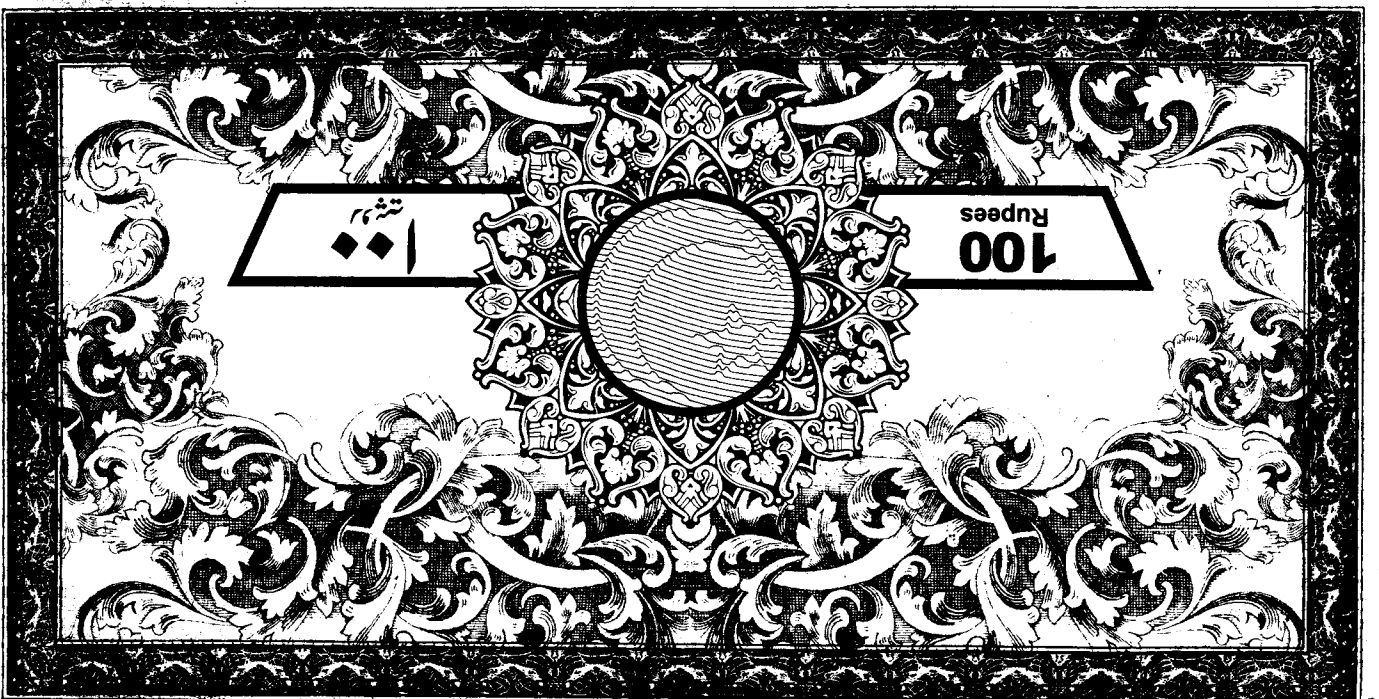
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ZAFAR ALAM  
Advocate

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- B. IBA has approached the Technology Partner for availing certain technological services and expertise.

**NOW THEREFORE** in consideration of the mutual covenants hereinafter set out and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties have agreed as under:

#### 1.0 Scope Of Service:

The Technology Partner will provide hardware, software and maintenance services (“**the services**”) to IBA. The Services will only be offered to the hardware or software product listed in the Agreement. If any discrepancies are found in terms of specification of hardware and/or services deployed during period of the Agreement, IBA reserves the right to take necessary legal action against the Technology Partner. ( BoQ as Annex A)

##### 1.1 Installation Site:

- a. IBA, City Campus. & Main Campus

The Technology Partner will provide services to IBA at the following site:  
IBA Main Campus, & City Campus

##### 1.2 Nature of the Contract: Procurement of Maintenance free UPS Batteries.

This contract includes:

- Providing Dry Maintenance Free Batteries (Annex A)
- Smooth Start of Services on Hardware and Software.
- Three Years hardware Warranty & onsite support.

##### 1.3 Offices:

The Technology Partner has its Head Offices in Karachi and regional offices in -Islamabad and Lahore.

##### 1.4 Relationship with Vision:

The Technology Partner is an Advanced Level Principle Partner, covering a wide range of Principle Product Lines.

##### 1.5 Contract Price:

Total price of contract is PKR. 1,333,800 /-

(One million, three hundred thirty-three thousand, eight hundred Pakistan Rupees Only)

#### 2.0 Delivery Schedule:

Delivery lead times are based on prevailing government import policies and subject to clearance from the United States (“US”) Export Control Regulations. If there are any restrictions on trade either by the Government of Pakistan or by the US Government, the delivery schedule would be amended and intimated to IBA accordingly. In normal conditions, the delivery will be made within Eight weeks from the issuance of the LOA / receiving of this agreement by the Technology Partner i.e. Silicon Technologies.

To ensure that the operations of IBA are not delayed due to any delivery issues, the Technology Partner will provide backup equipment to ensure that the operation targets are met.

##### 2.1 Delays:

In the event of any delays caused in the performance of its obligations under this Agreement, the Technology Partner shall be liable to pay IBA Karachi liquidated damages amounting to two per cent (2%) per month until an aggregate amount of ten percent (10%) of the Agreement price is reached.

If the Technology Partner fails to deliver any or all of the goods or not perform the related services within the period specified in the Agreement, IBA may without prejudice to all its other remedies under the Agreement, deduct from the Agreement price, as liquidated damages, a sum equivalent to the percentage specified in the Agreement until actual delivery or performance by the Technology Partner.

IBA may deduct the liquidated damages up to a maximum deduction of the percentage specified in the Agreement. Once the maximum is reached, IBA may terminate the Agreement pursuant to the termination clause under this Agreement.

### **3.0 Payment Schedule:**

#### **Hardware/ Software**

- A. Hundred Percent (100%) payment (of the total contract amount) upon submission of the equivalent commercial invoice directly to the finance department of IBA along with all necessary documents. The payment will be made only when the Technology Partner delivers all the hardware and software according to the specifications as required by IBA. The delivery shall be made at either the Main or City campus of IBA. IBA, shall in no way be liable to pay any additional amount as transportation charges. The invoice shall be processed only when the delivery note is duly signed by the technical project manager of the Technology Partner, along with the required documents.

### **4.0 Performance Security:**

10% Performance Security is required from the bidder, which it must submit to the finance department. Required form of security should be in the form of a Pay Order, Demand Draft or Bank Guarantee. Validity of the Performance Security shall expire at least 90 days after completion of the Agreement.

### **Taxes and Duties**

IBA is exempted from all Import Duties and related government taxes. If however, due to any reason this exemption is revoked, then the import duties and related taxes that have to be paid on the above equipment shall be borne by IBA.

However, for any decrease in taxes, duties or levies, the benefit will be passed to IBA. Withholding tax shall be deducted from the Technology Partner invoices as per the prevailing rates.

- For imported goods, the Technology Partner shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan;
- Although IBA is exempted from the whole of the customs-duties specified in the First Schedule to the Customs Act, 1969 (IV of 1969), and the whole of sales tax. If however, due to any reason this exemption is revoked by the Government, then IBA shall bear the additional costs (if imposed);
- For goods supplied within Pakistan, the Technology Partner shall be entirely responsible for all taxes, duties, stamp duties, license fees, etc., incurred until delivery of the contracted Goods to IBA;
- If any tax exemptions, reductions, allowances or privileges may be available to the Technology Partner in Pakistan, IBA shall use its best efforts to enable the Technology Partner to benefit from any such tax savings to the maximum allowable extent; and
- Applicable withholding taxes, rates, duties, etc. shall be deducted from the Technology Partners payments. In case the Federal or Provincial Government or any other competent authority levies any new/additional taxes, charges, surcharges, fees, duties, including VAT, Flood Tax etc or withdraws any exemptions that directly or indirectly affect the quoted/contracted price, the same shall be added to the overall quoted price accordingly to be paid by IBA to the Technology Partner. IBA hereby expressly indemnifies the Technology Partner against any such additional or new taxes, charges, surcharges, fees, duties, etc. payable as per law to the concerned



departments in the lawful performance of its obligations under any contract with IBA and IBA also agrees to reimburse the same to the Technology Partner.

#### 5.0 Support Services Hardware

- From expiry of Three Years (3) Warranty, a new support contract will be signed after mutual agreement and consent of IBA and the Technology Partner.

#### 6.0 Key Program Features

- Replacement warranty and support on site with mutual agreed SLA response time.
- Priority response within 4 hours / 72 hours resolution time and problem\_escalation as per mutually agreed SLA.
- Telephonic response time will start within 4 hours.
- Onsite response Time for normal calls will be up to 4 business hours.
- The response time for urgent/critical calls will be 2 business hours.

#### 7.0 Duration

The Parties represent that this Contract shall have effect from February 2016 and effectively end February, 2019.

#### 8.0 REPRESENTATIONS, INDEMNITY and WARRANTY

The Technology Partner hereby represents and warrants that all services hereunder shall be provided bona fide and with the best possible efforts available under any circumstances and as per the international industry standards.

Both the Parties hereby state that each shall indemnify the other for breach of this Agreement, whether in partial or whole, and the indemnifying party shall be liable for all direct damages and expenses arising from any negligent or willful act of the indemnifier. At no point shall such indemnification be deemed a waiver of other remedies available under relevant laws.

The Technology Partner represents that the project and the terms agreed upon under this Agreement shall function and operate with or without the involvement of any third party including but not limited to Cisco.

1. The Technology Partner warrants that all the goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Agreement.
2. The Technology Partner further warrants that the goods shall be free from defects arising from any act or omission of the Technology Partner or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Pakistan.
3. IBA shall give notice to the Technology Partner stating the nature of any such defects together with all available evidence thereof, promptly following the discovery. IBA shall afford all reasonable opportunity for the Technology Partner to inspect such defects.
4. Upon receipt of such notice, the Technology Partner shall, within the period specified in the clauses for support services, expeditiously repair or replace the defective goods or parts thereof, at no cost to IBA.
5. If having been notified, the Technology Partner fails to remedy the defect within the period specified in the clauses for support services; IBA may proceed to take within a reasonable period such remedial action as may be necessary, at the Technology Partners risk and expense, without prejudice to any other rights which IBA may have against the Technology Partner under the Agreement.
6. After expiry of three (3) years warranty the new support warranty will be signed with the Technology Partner.
7. All equipment and software shall be supplied through verifiable distribution channels in Pakistan.

#### 9.0 FORCE MAJEURE

1. For the purposes of the Agreement, "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Agreement impossible, and includes, but is not limited to, Acts of God, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, unauthorized digging by various agencies or other adverse weather conditions, strikes, export hold in the manufacturer's country, freight embargoes, lockouts or other industrial action.
2. Force Majeure shall not include:
  - a) An event, which is caused by the negligence or willful action of a Party or its subcontractor;
  - b) An event which a diligent Party could reasonably have been expected to:
    - (i) Have taken into account as at the Effective Date, or
    - (ii) Have avoided or overcome in the course of carrying out its obligations under this Agreement.
  - c) Force Majeure shall not include insufficiency of funds or circumstances arising from a failure to make any payment required by or under this Agreement.
3. The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or a default under, this Agreement insofar as the inability arises from an event of Force Majeure, provided that the Party affected by that event has taken reasonable precautions, due care and attempted to put in place reasonable alternative arrangements all with the objective of carrying out the terms of this Agreement without delay.
4. Measures to be taken

A Party affected by an event of Force Majeure shall take all reasonable measures to remove its inability to fulfill its obligations under this Agreement with a minimum of delay and shall notify the other Party in writing of the event concerned as soon as possible, and in any event not later than 7 (seven) days following the occurrence of the event concerned, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of the Force Majeure.

#### 10.0 Extension of time

Any period, within which a Party must, pursuant to this Agreement, complete any action or task, shall be extended day-for-day up to a period equal to the time during which that Party was unable to perform such action as a result of Force Majeure.

If at any time during performance of the Agreement, the Technology Partner or its subcontractors should encounter conditions impeding timely delivery of the goods or completion of related services the Technology Partner shall promptly notify IBA in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the notice, IBA shall evaluate the situation and may at its discretion extend the time for performance, in which case the extension shall be ratified by the Parties through amendment of the Agreement.

Except in case of Force Majeure a delay by the Technology Partner in the performance of its delivery and completion obligations shall render the Technology Partner liable to the imposition of liquidated damages pursuant to the liquidated damage clause, unless an extension of time is agreed upon by IBA in writing.

The Technology Partner may choose multiple channels locally with its principle or globally with different equipment providers or distributors to provide equipment on time with quoted prices.

#### 11.0 Consultation

Not later than 30 (thirty) Days after a party has become unable to perform a material portion of the services as the result of an event of Force Majeure, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstance.

## 12.0 CONFIDENTIALITY

- (a) The Parties shall not, either during the term, or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the services, this Agreement, or business operations without the prior written consent of the concerned party, unless such disclosure is required by law or regulation or such information has entered the contract domain other than by a breach of this Agreement. The Parties agree that they will use their best efforts to ensure that its subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this clause.
- (b) Notwithstanding the provisions of the above paragraph of this clause the Parties may require each other to sign a confidentiality agreement on a case-by-case basis before specific information can be made available.

## 13.0 GOVERNING LAW

The Agreement shall be governed by the Laws of the Islamic Republic of Pakistan and the courts in Karachi shall have exclusive jurisdiction.

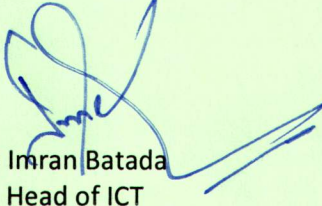
## 14.0 FAILURE TO PERFORM

Notwithstanding any remedy that IBA may have against the Technology Partner in terms of the Bank Guarantees referred to in clause 4 hereof, IBA shall have the right to forfeit the products, or any of them, to claim damages from the Technology Partner due to a failure on the part of it to perform its obligations in accordance with the terms of this Agreement.

## 15.0 NOTICES:

Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by courier or by facsimile transmission (such facsimile transmission notice to be confirmed by courier posted within twelve (12) hours) to the address or to the facsimile number of the other Party set out hereunder:

### For IBA:

Name :   
Head of ICT

Address : IBA City Campus,  
Kiyani Shaheed Road, Garden, Karachi.

Fax No. : 021-99215528

### For Silicon Technologies Pvt. Ltd.:

Name : Syed Saadaf Hashmi

Address : 77-E, Block-2, PECHS Ghazali Road, Karachi, Pakistan

Telephone : +92 21 34548103-4

Fax : +92 21 34535382

Email : info@silicon.net.pk



## **16.0 CONFLICT OF INTEREST**

No director, employee, agent or any other tier of representative(s) of either Party or its subcontractor shall give to or receive from any director, employee, agent or any other tier of representative(s) of the other Party any commission, fee, rebate, or any gift or entertainment of significant cost or value in connection with the negotiation, settlement, finalization or performance of any agreement, or enter into any business arrangement with any director, employee or agent of the other Party, without prior written notification thereof to that Party. In case of disregard and/or violation the violating Party shall promptly notify to the other Party of any violation and/or any consideration received as a result of such violation. Additionally, if any violation has already occurred prior to the date of this Agreement resulting directly or indirectly in the consent of the other Party to enter into this Agreement with the violating Party, the other Party may, at its/his sole option, terminate this Agreement at any time.

Neither any Party nor its employees, agents, subcontractors nor any other tier of representatives shall make any payment or give anything of significant value to any official of any government or public international organization, including any officer or employee of any government department or agency to influence his or its decision, or to gain any other advantage for the other Party in connection with the performance of this Agreement. In case of violation the violating party shall immediately notify to the other Party of any such violation and shall immediately reimburse the other Party out of any or all monies paid by the other Party to the violating Party, an amount equal to the amount of the payment or the value of gift to the government official which gives rise to such violation. Each Party shall defend and indemnify the other Party from and against all losses and expenses arising from and/or due to such violation. In the event of any violation each Party may also, at its sole option, terminate this Agreement at any time.

## **17.0 RECORD RETENTION AND RIGHT TO AUDIT:**

IBA shall ensure that it and its representatives maintain true and correct records in connection with the services to be performed and/or goods to be supplied under the Agreement and all related transactions and retain all such records for at least 12 months after termination of this Agreement for any reason to audit any and all records of IBA and its representative for the purpose of determining whether there has been compliance with this Agreement.

## **18.0 REGULATORY COMPLIANCE**

### **(a) Both parties**

The Parties acknowledge and agree that both shall comply with all the international and national laws that are applicable to them under this Agreement and shall indemnify the other Party of all the losses, damages and other expenses incurred by them due to the breach of such compliance

### **(b) Changes in Law and Regulations**

In the event of any change in Law, Regulation or Policy, which is prejudicial to the business interest of the Parties involved, the Parties shall have the right to terminate this Agreement without further liabilities.

## **19.0 Entire Agreement.**

This Agreement constitutes the entire Agreement between IBA and the Technology Partner and supersedes all prior communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of this Agreement.

## 20.0 Corrupt Practices

IBA as well as the Technology Partner, suppliers, contractors, subcontractors, architects and consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this Agreement, IBA:

- (a) Defines, the terms within this clause as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a official in the procurement process or in contract execution; and
  - (i) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the IBA, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Technology Partner recommended for award has engaged in corrupt or fraudulent practices in competing for this Agreement;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time if it at any time IBA determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing this Agreement.

IBA will cancel the portion of the Agreement for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged by representatives of IBA or by the Technology Partner during the procurement or the execution of contract.

## 20.1 Interpretation

- (a) Unless otherwise specified, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by INCOTerms.
- (b) The terms EXW, FOB, FCA, CIF, CIP, and other similar terms, when used, shall be governed by the rules prescribed in the current edition of INCOTerms, published by the International Chamber of Commerce at the date of the Invitation for Bids.

## 20.2 Amendment

No amendment or other variation of the Agreement shall be valid unless it is in writing, is dated, expressly refers to the Agreement, and is signed by a duly authorized representative of each party thereto.

## 20.3 Non-waiver

- (a) No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Agreement or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Agreement, neither shall any waiver by either party of any breach of Agreement operate as waiver of any subsequent or continuing breach of Agreement.

Any waiver of a party's rights, powers, or remedies under the Agreement must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived

## 20.4 Severability



If any provision or condition of the Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Agreement.

## 20.5 Settlement of Disputes

1. The IBA and the Technology Partner shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Agreement.
2. If the Parties fail to resolve such a dispute or difference by mutual consultation within fourteen (14) days from the commencement of such consultation, either Party may adopt the following formal mechanisms:

### Adjudication:

Either party may move to the notification of Arbitration.

The Adjudicator shall give his or her decision in writing to both Parties within twenty-eight (28) days of a dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either IBA or the Technology Partner within fifty-six (56) days of such reference, the decision shall become final and binding upon IBA and the Technology Partner. Any decision that has become final and binding shall be implemented by the Parties forthwith.

The Adjudicator shall be paid an hourly fee plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the IBA and the Technology Partner.

Should the Adjudicator resign or die, or should IBA and the Technology Partner agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Agreement; a new Adjudicator shall be jointly appointed by IBA and the Technology Partner. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party or by the IBA, or if no Adjudicator can be appointed the Agreement shall from this point onward and until the Parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

If either IBA or the Technology Partner is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to him or her or if both Parties are unable to appoint the new adjudicator, then either the IBA or the Technology Partner may, within fifty-six (56) days of such reference, give notice to the other Party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute, in respect of which a notice of intention to commence Arbitration has been given, shall be finally settled by Arbitration. Arbitration may be commenced prior to or after delivery or Installation of goods or system.

Notwithstanding any reference to the Adjudicator or arbitration:

- (a) The Parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree;
- (b) IBA shall pay the Technology Partner any monies due to the Technology Partner.

Other rules of procedure for arbitration proceedings are:

The arbitration shall be conducted in accordance with the rules of procedure set forth in the Pakistan Arbitration Act 1940 subsequently amended: Each Party shall nominate one Arbitrator. The two Arbitrators shall initiate arbitration proceedings at Karachi. In case the two arbitrators do not reach any agreement, a third Arbitrator shall be selected by the two Arbitrators. If two Arbitrators cannot reach an agreement on the nomination of the 3rd arbitrator, then the third arbitrator will be nominated by the Chairman HEC. The award of the majority of the arbitrators shall be final and binding on both parties. Each Party shall bear the cost of its own Arbitrator and the cost of the third Arbitrator shall be borne equally by both Parties.

In the event of an arbitrator resigning or becoming incapable or unable to act, the Party nominating such arbitrator shall be entitled to appoint another in the place of the outgoing Arbitrator. Proceedings shall continue without recommencing as if such Arbitrator had been originally nominated. The Chairman of the HEC shall nominate an arbitrator for a party; who fails to do so.

#### **20.6 Subcontracting**

The Technology Partner shall notify the IBA in writing of all subcontracts awarded under the Agreement if not already specified in the bid. Subcontracting shall in no event relieve the Technology Partner from any of its obligations, duties, responsibilities, or liability under the Agreement.

#### **20.7 Specifications and Standards**

Technical Specifications and Drawings

- (a) The Technology Partner shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Agreement.
- (b) The Goods and Related Services supplied under this Agreement shall conform to the Standard Bidding document mentioned in Annexure A, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods and country of origin.
- (c) Wherever references are made in the Agreement to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Agreement execution, any changes in any such codes and standards shall be applied only after approval by the IBA.

#### **20.8 Packing and Documents**

The Technology Partner shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Agreement, including additional requirements and in any other instructions ordered by the IBA.

#### **20.9 Insurance**

The Goods supplied under the Agreement shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms.

#### **20.10 Inspections and Tests**

The Technology Partner shall at its own expense and at no cost to the IBA carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Requirements.

The inspections and tests may be conducted on the premises of the Technology Partner or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Pakistan, if conducted on the premises of the Technology Partner or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the IBA.

The IBA or its designated representative shall be entitled to attend the tests and/or inspections, provided that the IBA bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

Whenever the Technology Partner is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the IBA. The Technology Partner shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the IBA or its designated representative to attend the test and/or inspection.

The IBA may require the Technology Partner to carry out any test and/or inspection not required by the Agreement but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Agreement, provided that the Technology Partner's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Agreement Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Technology Partner's performance of its other obligations under the Agreement, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

The Technology Partner shall provide the IBA with a report of the results of any such test and/or inspection.

The IBA may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Technology Partner shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the IBA, and shall repeat the test and/or inspection, at no cost to the IBA.

The Technology Partner agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the IBA or its representative, nor the issue of any report pursuant to shall release the Technology Partner from any warranties or other obligations under the Agreement.

#### **20.11 OEM Relationships 1**

The Technology Partner should be an authorized business partner from the ORIGINAL EQUIPMENT MANUFACTURER (OEM), for the proposed hardware, software, networking components and other related services in Pakistan. Duly completed Manufacturer Authorization certificate should be provided as part of the Agreement within 14 days from the date of the notice notification of the contract award otherwise Agreement will be terminated. Sample is of the Manufacturer Authorization certificate is attached with this Agreement.

#### **20.12 Patent Indemnity**

The Technology Partner shall indemnify and hold harmless IBA and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which IBA may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of:

- the installation of the Goods by the Technology Partner or the use of the Goods in Pakistan where the Site is located; and
- the sale in any country of the outputs by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Agreement, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Technology Partner, pursuant to the Agreement.

If any proceedings are brought or any claim is made against IBA arising out of the matters referred to in paragraph 1 of this clause, IBA shall promptly give the Technology Partner a notice thereof, and the Technology Partner may at its own expense and in IBA's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.





If the Technology Partner fails to notify IBA within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then IBA shall be free to conduct the same on its own behalf.

IBA shall, at the Technology Partner's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Technology Partner for all reasonable expenses incurred in so doing.

IBA shall indemnify and hold harmless the Technology Partner and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Technology Partner may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Agreement arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of IBA.

### **20.13 Change Orders and Agreement Amendments**

IBA may at any time order the Technology Partner through notice to make changes within the scope of the Agreement in any one or more of the following:

- drawings, designs, or specifications, where Goods to be furnished under the Agreement are to be specifically manufactured, assembled or installed for IBA;
- the method of shipment or packing;
- the place of delivery; and
- the Related Services to be provided by the Technology Partner.

If any such change causes an increase or decrease in the cost of, or the time required for, the Technology Partner's performance of any provisions under the Agreement, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Technology Partner for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Technology Partner's receipt of IBA's change order.

Prices to be charged by the Technology Partner for any Related Services that might be needed but which were not included in the Agreement shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Technology Partner for similar services.

### **20.14 Termination**

#### Termination for Default

- (a) IBA, without prejudice to any other remedy for breach of Agreement, by notice of default sent to the Technology Partner, may terminate the Agreement in whole or in part:
  - (i) if the Technology Partner fails to deliver any or all of the Goods within the period specified in the Agreement, or within any extension thereof granted by IBA; or
  - (ii) if the Technology Partner fails to perform any other obligation under the Agreement.
- (b) In the event IBA terminates the Agreement in whole or in part IBA may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Technology Partner shall be liable to IBA for any additional costs for such similar Goods or Related Services. However, the Technology Partner shall continue performance of the Agreement to the extent not terminated.
- (c) if the Technology Partner, in the judgment of IBA has engaged in corrupt or fraudulent practices as mentioned in this contract in competing for or in executing the Agreement.

#### Termination for Insolvency

- (a) IBA may at any time terminate the Agreement by giving notice to the Technology Partner if the Technology Partner becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Technology Partner, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to IBA.

#### Termination for Convenience

- (a) IBA, by notice sent to the Technology Partner, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for IBA's convenience, the extent to which performance of the Technology Partner under the Agreement is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within fourteen (14) days after the Technology Partner's receipt of notice of termination shall be accepted by IBA at the Agreement terms and prices. For the remaining Goods, IBA may elect:
  - (i) to have any portion completed and delivered at the Agreement terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Technology Partner an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Technology Partner.

#### 20.15 Integrity Pack

Supplier and IBA agree to sign and abide by the terms of the Integrity Pack Certificate. Specimen is provided to supplier and supplier agrees to contents.

#### 20.16 Assignment

Neither IBA nor the Technology Partner shall assign, in whole or in part, their obligations under this Agreement, except with prior written consent of the other Party.



IN WITNESS WHEREOF the parties hereto have set their respective hands on the day and year first above written.

**Notices:**

**Project Director**  
**Project Manager**

**For and on Behalf of Institution of Business**  
**Administration, Karachi**

**Name:**  
Imran Batada

**Designation:**  
Head of IT

**Witnesses-1:**

*Sir*

**1) Signature**

**Name:** Syed M. Wajeeh Zaid

**Address:** IBA City Campus

**For and on Behalf of Silicon Technologies Pvt. Ltd**

**Name:** Shoaib Khan

**Designation:** Sr. Account Manager

**Witnesses-2:**

**2) Signature**

**Name:**

**Address:**



**Attached Forms**

BOQ (Annex 'A')  
Price Schedule for Goods to be supplied from Outside Pakistan  
Schedule of Delivery  
Manufacturer's Authorization Form

**OPTION-I (BRAND: VISION BATTERY)**

S.No.	Item Description	Qty	Unit Price In PKR (C&F)	Total Price In PKR (C&F)
1	Vision 12V - 45 AH Battery	81	13,000	1,053,000
2	Vision 12V - 65 AH Battery	2	20,400	40,800
3	Vision 12V - 75 AH Battery	3	25,000	75,000
4	Vision 12V - 150 AH Battery	1	45,000	45,000
5	Vision 12V - 180 AH Battery	2	60,000	120,000
<b>Grand Total</b>				<b>1,333,800</b>

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深圳市雄韬电源科技股份有限公司  
SHENZHEN CENTER POWER TECH. CO., LTD.

地址: 深圳市龍崗區大鵬鎮同富工業區雄韬科技園  
電話: 0755-84318068 傳真: 0755-84318700  
Center Power Industrial Park, Tongfu Industrial District,  
Dapeng Town, Longgang District PC. 518120, Shenzhen, China  
Tel: (+86-755) 8431 8068 Fax: (+86-755) 8431 8700

www.vision-batt.com

1-Dec-2015

**Manager IT,  
Institute of Business Administration  
City Campus, University Road,  
Karachi (Pakistan)**

**Manufacturer Authorization Form**

(Tender # IT/95/2015-16)

Procurement of Dry, Maintenance free UPS Batteries

Vision who are established and reputed manufacturers of batteries do hereby authorize M/s Silicon Technologies to buy Vision batteries on our behalf from Emerson Network Power to submit a bid and subsequently negotiate and sign the Sales Contract for Vision batteries manufactured by us for this project.

Regards

Bessie

For and on behalf of  
SHENZHEN CENTER POWER TECH. CO., LTD.  
深圳市雄韬电源科技股份有限公司  
  
.....  
Authorized Signature(s)



Sealed Lead Acid  
AGM & Gel Battery  
密封式鉛酸蓄電池