

ABDUL WAKEEL STAMP VENDOR

Licence # 127, Shop No: 76 Falak Corporate City

Talpur Road, Karachi.

SR. No. 7149 Date 16 NOV 2018

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

RUPEES ONE

OFFICE SUPERINTENDENT  
Stamp Office, City Court  
Karachi

14 JAN 2019

### AGREEMENT BDA Lab Workstation

THIS AGREEMENT is executed at KARACHI, on this day January 14, 2019

BETWEEN

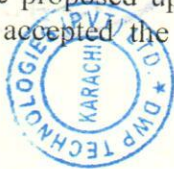
The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Imran Batada (Director ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assigns) of the FIRST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

AND

M/s DWP Technologies (Pvt) Ltd, having its office at # 11, First Floor, Mandviwalla Chambers, Talpur Road, Karachi, hereinafter referred to as "SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its Regional Sales Manager Muhammad Nadeem Qureshi, holding CNIC No. 42201-7580615-5 on the SECOND PART.

WHEREAS "IBA" intends to purchase Lenovo Model P330 Desktop Computer Workstation for BDA Lab vide re-tender # IT/10/18-19 for the Lenovo Model P330 Desktop Computer Workstation for BDA Lab (IBA requirement) discussions in respect of the same before the determination of scope will be held with "IBA" as "Lenovo Model P330 Desktop Computer Workstation for BDA Lab" and "THE SUPPLIER" have offered to render all kind of Lenovo Model P330 Desktop Computer Workstation for BDA Lab (including but not limited to the "Lenovo Model P330 Desktop Computer Workstation for BDA Lab" of the proposed up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

Nadeem  
QURESHI



[Signature]



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 “Lenovo Model P330 Desktop Computer Workstation for BDA Lab” discussions in respect of the same with “IBA” before the determination of Scope of Lenovo Model P330 Desktop Computer Workstation Supply for BDA Lab with any/all other relevant details for presentation to “IBA” for Lenovo Model P330 Desktop Computer Workstation for BDA Lab. “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 SUPPLIES AND AGREEMENT**

1.1 This Agreement includes, Provide & Supply of “Lenovo Model P330 Desktop Computer Workstation for BDA Lab”, discussions with “IBA” before the determination of scope of supply with any/all other relevant details for presentation to “IBA”. The description/BoQ is appended below:

Product Feature	Description as per Tender BOQ
Make	Lenovo ThinkStation P330 Tower
Form Factor / Height	Tower
Processor	Intel Core i7-8700k Processor (6Core, 12MB Cache, 3.70GHz up to 4.70 GHz)
Processor Speed	3.7 GHz
Memory Installed	16GB DDR4 2666MHz UDIMM 64GB Extendable QTY (2)
Hard Disk Drives	1 TB SATA (7200 RPM or higher)
Optical Media	DVD Drive Writer required
GPU	NVIDIA® Quadro® P4000, 8GB, 4 DP (5820T) or higher
Network Interface	Integrated / Built-In
Audio	Integrated HD audio
Slots	(1) PCIe Gen3 x16 (1) 1 PCIe Gen3 x4 (1) PCIe Gen3 x4 (x16 connector) (1) PCIe Gen3 x1
Ports	Front: 2 USB 3.0; 2 USB 2.0 (1 charging); 1 headphone; 1 microphone Back : 2 – USB 2.0; 4 – USB 3.0 ;2 PS2 2 – DisplayPort; 1 RJ45 Network Connector; 1 Serial; 1 Audio Line in/Microphone; 1 Audio Line out
Storage Controller	Integrated Storage Controller with RAID support
Power Supply	Tower with C246, 400W 92%
OS Support	Windows 08 & Higher versions
Operating System	DOS
Peripherals	Branded USB Standard Keyboard & USB 2-button optical scroll mouse
Intel Chipset	Intel C246 Chipset
Display Separate	Lenovo 22” LED
Graphics	Integrated Intel HD Graphics
Warranty	3 years comprehensive onsite warranty

1.2 “THE SUPPLIER” agrees to provide Lenovo Model P330 Desktop Computer Workstation with complete & all accessories for BDA Lab to “IBA” whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 “THE SUPPLIER” will coordinate with Sr. Manager Procurement & Stores, of the “IBA” who will assist “THE SUPPLIER” in supervision of proposed Lenovo Model P330 Desktop Computer Workstation for BDA Lab.

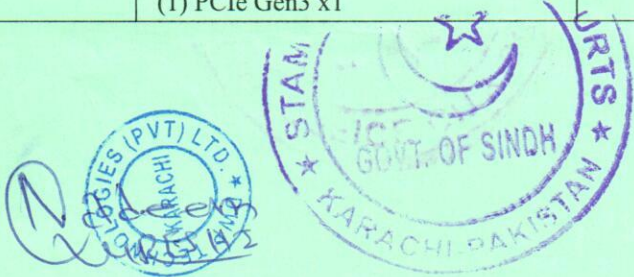


- 1.4 “THE SUPPLIER” hereby agrees to accept variation, if occurred, in scope of supply with mutual consent on acceptable cost/price/charges/amount exclusive of all taxes and levies.
- 1.5 “THE SUPPLIER” will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by “THE SUPPLIER”.
- 1.7 Supply will be delivered at IBA Store Main Campus University Road Karachi. IBA not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.
- 1.8 The equipment should be supplied through verifiable distribution channel in Pakistan.
- 1.9 All equipment for the project will be delivered new, in packed condition directly to the location, as per the discretion of IBA. If equipment delivered is not conforming to the specifications and bill of quantity, the equipment will not be accepted. The equipment will be installed only after inspection.
- 1.10 Supplier will provide Assurance on a Rs.100/- valued stamp paper that the item Lenovo Model P330 Desktop Computer Workstation in required quantity is not smuggled from any country(ies) / source(s) and not refurbished / reconditioned remolded etc.

**Article II**  
**REMUNERATION**

2.1 The cost offered by the Supplier is Rs. 1,817,768.00 (inclusive of all taxes and duties) Lenovo Model P330 Desktop Computer Workstation for BDA Lab vide re-tender # IT/10/18-19. The cost is inclusive of labor/transportation/supplies/etc.

Product Feature	Description as per Tender BOQ	Qty	Rate	Amount
Make	Lenovo ThinkStation P330 Tower	06	Rs.302,961.00	Rs.1,817,768.00
Form Factor / Height	Tower			
Processor	Intel Core i7-8700k Processor (6Core, 12MB Cache, 3.70GHz up to 4.70 GHz)			
Processor Speed	3.7 GHz			
Memory Installed	16GB DDR4 2666MHz UDIMM 64GB Extendable QTY (2)			
Hard Disk Drives	1 TB SATA (7200 RPM or higher)			
Optical Media	DVD Drive Writer required			
GPU	NVIDIA® Quadro® P4000, 8GB, 4 DP (5820T) or higher			
Network Interface	Integrated / Built-In			
Audio	Integrated HD audio			
Slots	(1) PCIe Gen3 x16 (1) 1 PCIe Gen3 x4 (1) PCIe Gen3 x4 (x16 connector) (1) PCIe Gen3 x1			





Ports	Front: 2 USB 3.0; 2 USB 2.0 (1 charging); 1 headphone; 1 microphone Back : 2 – USB 2.0; 4 – USB 3.0 ;2 PS2 2 – DisplayPort; 1 RJ45 Network Connector; 1 Serial; 1 Audio Line in/Microphone; 1 Audio Line out			
Storage Controller	Integrated Storage Controller with RAID support			
Power Supply	Tower with C246, 400W 92%			
OS Support	Windows 08 & Higher versions			
Operating System	DOS			
Peripherals	Branded USB Standard Keyboard & USB 2-button optical scroll mouse			
Intel Chipset	Intel C246 Chipset			
Display Separate	Lenovo 22" LED			
Graphics	Integrated Intel HD Graphics			
Warranty	3 years comprehensive onsite warranty			
Total				Rs.1,817,768.00
GST17% (if applicable)				NA
Total Amount				Rs.1,817,768.00

2.2 The “Supplier” is committed to provide three (03) years’ comprehensive onsite warranty (Manufacturer) from the date of delivery

2.3 A liquidity damages @ two percent (2%) per month up to a maximum of 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 8 weeks of issuance of Purchase Order. Purchase will be deemed completed once “THE SUPPLIER” delivers the required number of Lenovo Model P330 Desktop Computer Workstation for BDA Lab to IBA as per specification.

2.4 100% payment will be made after satisfactory delivery and submission of commercial invoice and delivery challan by “THE SUPPLIER”.

2.5 Advance Payment subject to Bank Guarantee.

2.6 Delivery on or before March 15, 2019

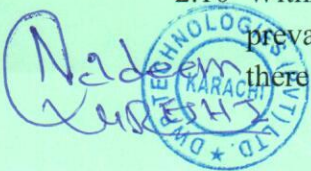
2.7 Performance Security 5% of total amount of Purchase Order will be provided by the M/s DWP Technologies (Pvt) Ltd.

#### **Taxes and Duties**

2.8 “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.

2.9 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

2.10 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





- 2.11 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.
- 2.12 Stamp Duty @ 0.35% of the cost of purchase order is being paid according to the prescribed procedure.
- 2.13 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.
- 2.14 IBA is exempted from custom duties and sales taxes including general sales tax. IBA will furnish the required exemption certificates on demand.
- 2.15 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 and CEO of the company / firm / agency 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.

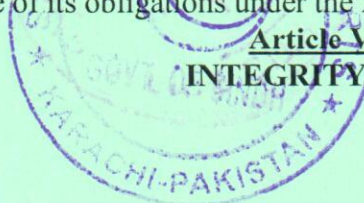
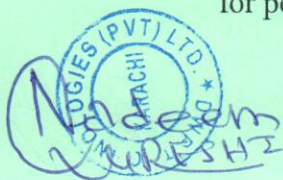
### **Article V** **INDEMNITY**

- 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**



*[Handwritten signature]*

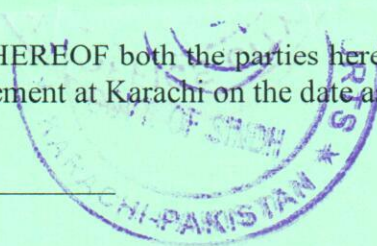
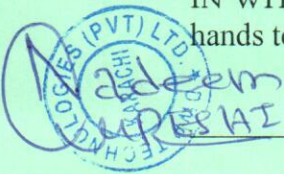


- 7.1 The intention not to obtain the procurement of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 7.2 Without limiting the 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** **MISCELLANEOUS**

- 8.1 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 on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 8.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 8.3 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.
- 8.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 8.5 All terms and conditions of re-tender vide # IT/10/18-19 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.





"IBA"  
NAME: Imran Batada

CNIC # \_\_\_\_\_

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

1. \_\_\_\_\_

\_\_\_\_\_  
**M. SOHAIL KHAN**  
Manager Purchase & Stores  
\_\_\_\_\_  
Institute of Business Administration  
Karachi-Pakistan

CNIC # \_\_\_\_\_

Address: \_\_\_\_\_

M/S DWP Technologies  
NAME: Mr. Yasir Ali Siddiqui  
*Nadeem Qureshi*  
CNIC # ~~42101-1964287-7~~  
*42201-7580615-5*

Address:  
11, First Floor, Mandviwalla Chambers,  
Talpur Road, Karachi,

2. *Naveed Shaked* \_\_\_\_\_

\_\_\_\_\_  
CNIC# *42301-0791079-7*

Address: *11, 1st Floor, Mandviwalla*  
*Chamber, Talpur Road, Khr.*

