



**GHULAM SADIQ STAMP VENDOR**

Lic # 79, Shop # 113, New Ruby Centre 117462 07 JUN 2018

Talpur Road, Boulton S.No.....

Market, Karachi. Date.....

Issue to with Address MR.....

Through with Address MR.....

Purpose:.....

Value Rs:..... Attached.....

Stamp Vendors Signature.....

(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

Vendor Not Responsible for Fake Documents

Stamp Office, City Court

RUPEES ONE HUNDRED ONLY

28 JUN 2018

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day June 12, 2018.

### **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 assign) 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 "**SUPPLIER**" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Waseem Sher, holding CNIC No. 44101-1211769-1 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Supply of IP Phones with Licenses vide tender # IT/01/17-18 for the Supply of IP Phones with Licenses (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply of IP Phones with Licenses" and "THE SUPPLIER" have offered to render all kind of Supply of IP Phones with Licenses (including but not limited to the "Supply of IP Phones with Licenses" 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.





## WITNESSETH

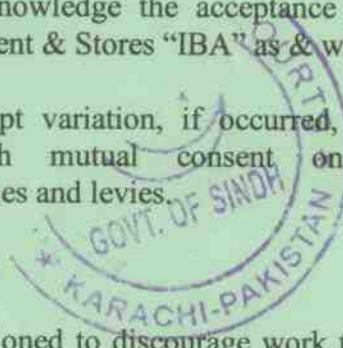
"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Supply of IP Phones with Licenses" discussions in respect of the same with "IBA" before the determination of Scope of Supply of IP Phones with Licenses to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Supply of IP Phones with Licenses. "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 SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Supply of IP Phones with Licenses", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Supply of IP Phones with Licenses to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their work with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Supply of IP Phones with Licenses.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive 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 Warranty period three years for date of delivery.

### 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 of IP Phones with Licenses in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery in Eight Weeks from Date of PO.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "THE SUPPLIER", will provide all required/necessary transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/01/17-18

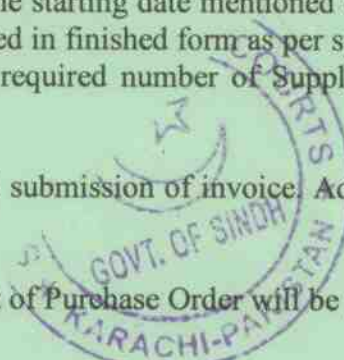


**Article III**  
**REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. 1,168,032.00 (inclusive of all taxes) Supply of IP Phones with Licenses vide tender # IT/01/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

S. #	Product	Description	Qty	Make	Model	Rate
1	CP-7821-K9=	Cisco UC Phone 7821	3 2	Cisco	As marked under product	636,954.00
2	CON-SNT-CP7821K9	SMARTNET 8X5XNBD Cisco UP Phone 7821	32	Cisco	As marked under product	29,940.00
3	R-UCL-UCM-LIC-K9	Top Level SKU For 9.x/10.x User License - eDelivery	1	Cisco	As marked under product	334,494.00
	CON-ESW-RUCLUCK9	ESSENTIAL SW Top Level SKU For 9.	1			
	LIC-CUCM-10X-BAS-A	UC Manager-10.x Basic Single User-Under 1K	32			
	CON-ESW-LICCUBAS	ESSENTIAL SW UC Manager-10.x Basi	32			
	CUCM-VERS-10.X	CUCM Software Version 10.X	1			
	PC-10X-STANDARD-K9	Prime Collaboration Standard 10.x	1			
	LIC-CUCM-10X-BAS	UC Manager Basic 10.x License	32			
Total				Rs. 1,001,388.00		
GST17%				Rs. 166,643.00		
Total Amount				Rs. 1,168,032.00		

- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 25 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of IP Phones with Licenses to IBA.
- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by the party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.





- 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 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 V:**  
**TERMINATION**

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

**Article VI:**  
**INDEMNITY**

- 6.1 "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 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:**  
**INTEGRITY PACT**

- 8.1 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).

- 8.2 Without limiting the generality of the forgoing the M/s DWP Technologies, 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.

- 8.3 M/s DWP Technologies, 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.

- 8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s

obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**Article IX:  
MISCELLANEOUS**

- 9.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress 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.
- 9.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 9.3 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.
- 9.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 9.5 All terms and conditions of tender vide # IT/01/17-18 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*  
Director ICT  
Imran Batada  
Admin 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: Waseem Sher

CNIC # 44101-1211769-1

Address:

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

2. JAWAN KALID CHAN

SENIOR CORPORATE ACCOUNTS MANAGER

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

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

42101-6040517-3

A-712, F.B. AREA Block 12,

GODREJ, KARACHI.

