



Institute of
Business Administration
Karachi

Leadership and Ideas for Tomorrow

Diary # 2016-104-LP-10

Dated : May 23, 2016

Manager (Enforcement-II)

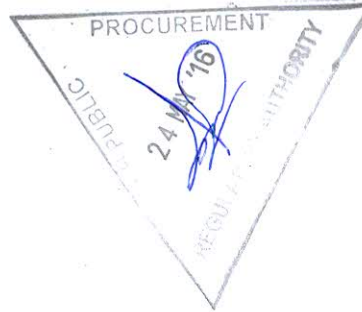
SPPRA, Karachi

Subject: Tender "Procurement of Branded Laptops" IT/104/2015-16

Dear Sir / Madam,

Please find the following documents to upload on SPPRA website.

- Form of Contract Original
- Bid Evaluation Report.
- Bill of Quantities by the bidder.
- Copy of Purchase Agreement



Regards-

Imran Batada
Head of ICT
IBA Karachi



**Institute of
Business Administration
Karachi**

Leadership and Ideas for Tomorrow

Ref: IT/104/2015-16

Dated 21-05-2016

M/s ARC Point

Arcpoint Technologies

Head Office: Suite No 809, 8th floor Business and Finance Center,

I.I chundrigar Road Karachi.

Direct: 9221 32462943,

PABX: 9221 32462941- 42, 32463767-68

Attn: Mr. Sadiq Sayani

Sub: **INSTITUTE OF BUSINESS ADMINISTRATION – KARACHI
(Procurement of Branded Laptops (HP), KARACHI
"LETTER OF AWARD"**

Dear Mr. Sadiq Sayani,

This is in reference to your bid submitted on 25-04-2016 for the subject work. The Management is pleased to inform you that your bid has been approved for award of subject work to your firm at price of Rs.818,930/- (C&F) for 10 HP Laptops.

This letter of award is based on the following documents and following terms and conditions, which form its part thereof and are the governing documents of the contract:

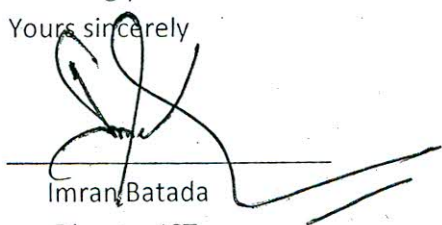
- a. Tender Documents
- b. Priced Bill of Quantity
- c. Tender Drawings.(If apply)
- d. Your bid letter submitted on 25-04-2016

All other Technical and contractual matters are as per Tender Documents and Drawings.

You are advised to please return the duplicate copy of this Letter of Award duly signed as an acknowledgment of its receipt as well as your unqualified acceptance of the same.

Thanking you.

Yours sincerely


Imran Batada

Director ICT

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. Institute of Business Administration , Karachi
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Procurement of Branded Laptops
- 4) TENDER NUMBER IT/104/2015-16
- 5) BRIEF DESCRIPTION OF CONTRACT Procurement of Branded Laptops
- 6) FORUM THAT APPROVED THE SCHEME Purchase Committee
- 7) TENDER ESTIMATED VALUE PKR 1,000,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) As per Tender Terms
- 10) TENDER OPENED ON (DATE & TIME) 25-04-2016 / 11:30AM
- 11) NUMBER OF TENDER DOCUMENTS SOLD Free of Cost available on IBA website
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 01
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS All presents
- 14) BID EVALUATION REPORT
(Enclose a copy) _____
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. ARC POINT TECHNOLOGIES
- 16) CONTRACT AWARD PRICE PKR 818,930 C&F
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). M/s. ARC POINT TECHNOLOGIES
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE YES ☐ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____ ☐ Domestic
- c) TWO STAGE BIDDING PROCEDURE _____ ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____ ☐

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.
EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA 27332/2016
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	

Signature & Official Stamp of
Authorized Officer



Imran Batada (Director ICT)

IMRAN BATADA
Director ICT
Institute of Business Administration
Karachi Pakistan

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi

Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save


Reset


Bid Evaluation Report


1. Name of Procuring Agency: Institute of Business Administration, Karachi
2. Tender Reference No: Procurement of Branded Laptops
3. Tender Description/Name of work/item: IT/104/2015-16
4. Method of Procurement: Single Stage Single Envelope
5. Tender Published: SPPRA-SNo 27332 (IBA & SPPRA Website)
6. Total Bid documents Sold; Free of Cost, available on web site
7. Total Bids Received: 01
8. Technical Bid Opening date: (if applicable) _____ (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): _____
10. Bid(s) Rejected: 0
11. Financial Bid Opening date: 25-04-2016
12. Bid Evaluation Report:

S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1.	ARC POINT	818,930/-	1 st		Qualified as per Eligibility Criteria	Recommended for award the contract

Recommendations: - The offered amount of Rs.818,930/-(C&F) by M/s. ARC POINT has been recommended by the Procurement Committee to award the work on the basis of their technical qualifying and lowest offered price bid. Qty: 10


MEMBER
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
IBA (Internal Member)
Mr. Syed Jehanzeb
Project Accountant


CHAIRPERSON
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
IBA (Internal Member)
Dr. Nasir Touheed
Professor


MEMBER (EXTERNAL)
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACHI
IBA (External Member)
Mr. Haris Quershi
HEJ Karachi University

IT/104
(Procurement
of Laptop)

Eligibility Qualification Criteria

S. No:	Eligibility Qualification Criteria	Bidder's Name ARC POINT TECHNOLOGIES
1	Registration with PEC(if applicable)	N/A
2	NTN	Yes
3	Sales Tax Registration	Yes
4	Professional Tax	Yes
5	Registration with sindh Revenue Board(SRB)If applicable	N/A
	Qualification Criteria	
6	Minimum three year experience of relevant filed	Yes
7	Required Bid Security is attached	Yes
8	Turnover of atleast last three years	Yes
9	Bid is signed, named & stamped by authorized person of the firm along with authorization letter	Yes
10	Any other factor deemed to be relevant by procuring agency subject to provision of Rule-44	N/A
	Qualified/ Disqualified	Qualified

CHAIRPERSON
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACHI

DR. NASIR Raza

MEMBER
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACHI

Jahangir

MEMBER
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACHI

Mahid Qureshi

NIT NO (Tender #): IT-104-15-16 (Branded Laptop)

SPPRA: 27332/2015-16

Method and procedure of procurement: National Competitive Bidding (Single Stage – One Envelope)

MINUTES OF BID OPENING MEETING

A meeting of the procurement committee of this department was held on 25-04-2016 for opening the bids received in respect of subject NIT till the deadlines of submission. The meeting was attended by all/ following members of the procurement committee and the representative of bidders.

The following bidders submitted their bids till the deadline of submission:

S.#	Name of Company	Name Person	Contact #	Signature
1	ARC POINT TECHNOLOGIES	M. SAEEF	03002298968 M. Saad & Associates	
2	/	/	/	/
3	/	/	/	/
4	/	/	/	/
5	/	/	/	/

The bids were opened at 11:30AM in the presence of the above mentioned participants and the rates quoted by bidders were read aloud and encircled by Chairman of the Procurement Committee. All the members of the procurement committee signed financial proposal/ bids. The bids do not contain any over-writing or cutting. (Also mention cuttings or over writing if any). Following is the details of bids announced:

S. No.	Name of Bidder	Offered Price	Amount of Bid Security	Pay Order No./ Date
1	ARC Point Technology	818,930.10 with 50000/-	24,000/-	15237105 ABC
2	/	/	/	/
3	/	/	/	/
4	/	/	/	/
5	/	/	/	/

The committee shall examine all the bids as per the Qualification/ eligibility criteria provided in the bidding documents, arithmetical checks and verify the documents and bid security submitted by the bidders.

The meeting ended with the note of thanks to and from the chair.

1 - 1st option 818,930.10/-

1 - 1st option 937,619.10/2

CHAIRPERSON
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACHI


DR. NADIA PHAROOL


MEMBER SECRETARY
CENTRAL PURCHASE COMMITTEE
INSTITUTE OF BUSINESS ADMINISTRATION
KARACHI


Jalal

Technical Evaluation Report & Price Details **Procurement of branded laptops (Tender # IT/104/2015-16)**

Specifications		Vendors
Features	Details	ArcPoint
Make & model	Branded (Dell, HP or equivalent)	HP ProBook 440 G3
Series	Business Series	Business Series
Operating system	FreeDOS	FreeDOS
Processor	Intel Core i7 6th generation 6500U Dual core or higher	Intel Core i7 6500U
Chipset	Mobile Intel HM87 Express Chipset or integrated in CPU	Integrated with processor
Graphics	Intel HD Graphics 520 or higher	Intel HD Graphics 520
RAM	8GB / 16 GB Dual Channel DDR4 2133 MHz	8 GB 2133MHz DDR4
HDD	500 / 1000GB SATA or higher	500 GB 7200 RPM SATA
Display	14" diagonal LED-backlit HD anti-glare or higher	14" diagonal LED-backlit HD anti-glare
Communications	Wifi, Bluetooth, Integrated Ethernet 10 / 100	Wifi, Bluetooth, Integrated Ethernet 10 / 100
Camera	HD webcam with digital microphone or higher	720p HD webcam
Audio & Speakers	Yes required	Present
Power	6-cell / 3.0Ah (65 Whr) Lithium Ion	45 W Smart adapter
Ports, Slots	HDMI option is require, RJ-45, 10 / 100, USB 3.0, USB	Complied
Multi-media Card Reader	Yes required	Complied
Carry Bag + Mouse	Original Branded Bag & Optical Mouse	Complied
Software Drivers CD/DVD	Yes required	Not mentioned.
Warranty	03 years complete with parts & free service at customer premises.	Complied
Quantity	10	10
Unit price (8 GB RAM, 500 GB HDD)		Rs 81,893.01
Unit price (16 GB RAM, 1 TB HDD)		Rs 93,761.91
Total price (8 GB RAM, 500 GB HDD)		Rs 818,930.10
Total price (16 GB RAM, 1 TB HDD)		Rs 937,619.10
Result		<p>1) Product quoted by ArcPoint meets all required specifications.</p> <p>2) Since ArcPoint is the lone bidder, it's recommended to award the order to ArcPoint.</p>


CHAIRPERSON
 CENTRAL PURCHASE COMMITTEE
 INSTITUTE OF BUSINESS ADMINISTRATION
 KARACHI
Dr. Nasir


MEMBER
 CENTRAL PURCHASE COMMITTEE
 INSTITUTE OF BUSINESS ADMINISTRATION
 KARACHI
Jalal Zaidi


MEMBER
 CENTRAL PURCHASE COMMITTEE
 INSTITUTE OF BUSINESS ADMINISTRATION
 KARACHI
Hassan Qureshi



ORIGINAL PROPOSAL FOR THE PROCURMENT OF BRANDED LAPTOPS
TENDER # IT/104/2015-16

ATTN: Manager Procurement ICT
 COMPANY: Institute of Business Administration
 ADDRESS: IBA Main Campus, University Road, Karachi
 TEL: 021-111-422-422, Ext: 2307
 FAX: 021-9215528

DATE: 25th April 2016
 QT REF: APT-0243-25042016-ARC-KHI

Dear Sir/ Madam,

Reference to your query, please find attached our quotation for the same. We hope that you will find the prices very competitive. Looking forward to hear from you soon.
 If you have any query, please feel free to contact us.

S.No.	ITEM	DESCRIPTION	QTY	Unit Price Excluding Any Taxes	Total Amount
1a	Model	HP Probook 440 G3 CI7-6500U	10	81,893.01	818,930.10
	Processor	Intel® Core™ i7-6500U Processor (4M Cache, 2.5GHz up to 3.10 GHz)			
	RAM	8GB (1x8GB) 2133 DDR4L RAM			
	HDD	500GB 7200RPM SATA HDD			
	Display	14 LED FHD SVA AG f/CAM 1Ant			
	LAN	Realtek RTL8723BE bgn 1x1 +BT 4.0LEWW			
	Webcam	WEBCAM Integrated 720p HD			
	FPR	No Fingerprint Reader			
	Cell	5 Cell 55 WHr Long Life			
	Adapter	45 Watt Smart nPFC AC Adapter			
	Power Cord	C5 1.8m Power Cord			
	Mouse	HP USB Mouse			
	DOS	Free DOS			
	Case	HP Essential Top Load Case			
	Warranty	3 Years Warranty			
1b	Additional	Price with Additional RAM & HDD: 16GB (2x8GB) 2133 DDR4L 1000GB 5400RPM 440	10	93,761.91	937,619.10

Terms & Conditions

Prices Above prices are exclusive of any taxes and CNF basis base on IBA exemptions.
 Delivery Time 8-10 weeks after PO confirmation, kindly confirm the availability of stock at the time of issuing Purchase Order.
 Warranty 3 Years Warranty
 Validity 90 Days
 Payment Terms As per agreement, please issue cross cheque in favour of Arcpoint Technologies.
 Note The above mentioned prices are subject to the availability and the dollar value. Any change in dollar value at the time of order will reflect accordingly.
 Price would be revised, if the Govt or Principal imposes any additional duties/ taxes/ any charges in Pak rupees, customer has to pay the difference.

Best Regards

Arcpoint Technologies
 Sales Coordinator

[Handwritten Signature]
 25-4-16

[Handwritten Signature]
 25/4/16

[Handwritten Signature]
 27/4/16

Annexure-C

SMC
11/11/16

NOTE: IDA Karachi is exempted from Customs Duties, Sales Tax, import duties.

For any local items/services provided, four per day

பெரியவர்கள் அங்கு இருக்கிறார்கள்

25-4-16



PURCHASE AGREEMENT

BETWEEN

INSTITUTE OF BUSINESS ADMINISTRATION

AND

ARCPPOINT TECHNOLOGIES

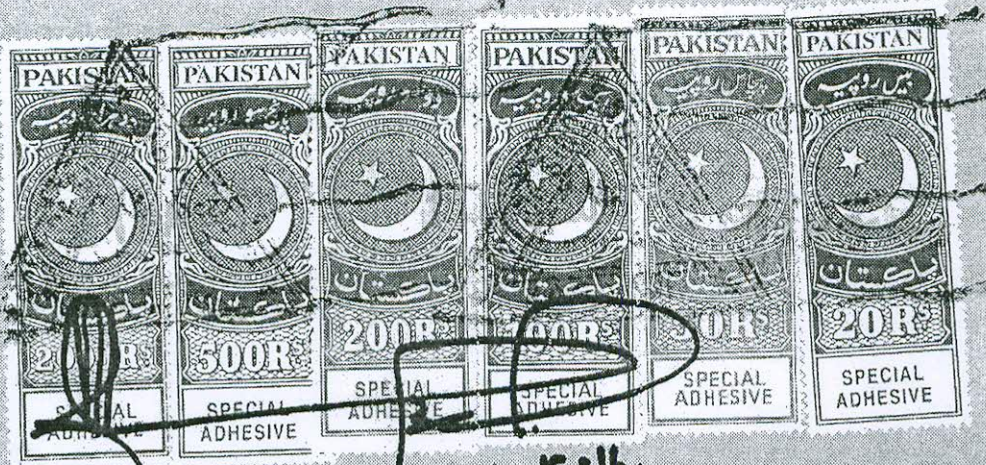
PROCUREMENT OF 10 Laptops

TENDER # IT/104/2015-16



228
11/5

Rs 2870/-



11-5-16
OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi

11 MAY 2016

11 MAY 2016

THIS AGREEMENT is entered into at Karachi on this 04th May 2016, by and BETWEEN:

Arcpoint Technologies, Suite No 809, 8th Floor Business and Finance Center I.I Chundrigar Road Karachi which expression "Arcpoint Technologies" shall include (where the context so permits) its successors-in-interest and assign) of the FIRST PART;

AND

The Institute of Business Administration, Karachi, an institution duly incorporated and existing under the laws of Pakistan, having its head office at University Road Karachi, (hereinafter referred to as "IBA" which expression shall include (where the context so admits) its successors-in-interest and assign) of the SECOND PART.

"IBA" and "Arcpoint Technologies" are hereinafter collectively referred to as the "Parties" and individually as "Party".

WHEREAS:

- A. Arcpoint Technologies is a HP PPS Tier1Partner and provides maintenance services for the said HP Probook Laptops 440 G3 thereof.
- B. IBA is a leading education service provider committed to providing training for leadership in Business and Public Sector Management and seeks hardware and software from, and services for or in relation to, the network equipment (as more particularly listed in Clause 3 herein below), under the terms & conditions set forth in this Agreement.

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

- 1.2 Any Consumable is not included in the Bill of Quantity / Scope of Work but required Preventive maintenance services shall be provided by Arcpoint Technologies free of cost.
- 1.3 If any discrepancies are found in the specification of hardware or through the services deployed whilst this Agreement is subsisting, IBA shall have the right take any and all necessary legal action against Arcpoint Technologies (BOQ as Annex A).

1.1 **2. Installation Sites:**

Arcpoint Technologies shall install the said hardware and software and provide services to IBA at the following sites:

IBA
Main Campus
University Road
Karachi

IBA
City Campus
Kiyani Shaheed Road
Garden, Karachi

3. Nature of Agreement:

This Agreement shall include:

- 3.1 The delivery of HP Laptops Probook 440 G3 to the relevant installation site..
- 3.2 The Installations of Hardware at the aforementioned IBA installation sites.
- 3.3 Smooth Support Services for Hardware.
- 3.4 03 Years (During Business Hours 09AM to 06PM) for hardware.
- 3.5 In case the problem is not solved within the agreed timeframe (03 working days).

4. Offices:

Arcpoint Technologies has its Head Office in Karachi.

5. Arcpoint Technologies Relationship with HP:

Arcpoint technologies is Advanced Level Principle Partner, covers wide range of Principle Product Line.

6. Cost of Hardware:

6.1 Total price for hardware is Rs. 818,930.00 (C&F)- (i-e 10 units @ 81,893.01)
(Eight Hundred Eighteen Thousand Nine Hundred Thirty only).

6.2 The said price excludes GST & Custom Duty Only.

7. Delivery Schedule:

7.1 Delivery lead times shall be based on prevailing government import policies and subject to clearance from US/Exporting country export control regulations.

7.2 If there are any restrictions on trade or import either by the Government of Pakistan or by the Government of the US/Exporting country, the delivery schedule shall be amended and intimated to IBA accordingly.

7.3 In normal conditions, delivery may be made within 12 weeks from the date of signing of Letter of Award (dated: _____).

8. Delays:

In the event of any delays caused in the performance of its obligations under this agreement, Arcpoint Technologies shall be liable to pay IBA liquidated damages amounting to ten percent (10%) per month up until an aggregate amount of ten percent (10%) is reached.

9. Payment Schedule:

9.1 Payment to Arcpoint Technologies shall be made through crossed cheque after the delivery and complete installation of the item and receipt of the invoice. Advance payment will ONLY be made



9.2 The total payment amount will be made after the complete delivery of the equipment. Subject to the submission of Performance Guarantee from the bidder to Finance department of IBA. (Performance Guarantee 10% of the contract value).

10. Taxes and Duties:

Arcpoint Technologies 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. Any increase in the rate/amount of Govt. taxes or levy shall be to the cost of Technology Partner; however, for any decrease in taxes duties and levy, the benefit will be Withholding tax shall be deducted from the supplier invoices as per the prevailing rates.

11. Support Services Hardware:

From expiry of 3 Year Warranty. New Support contract will be signed after mutual agreement and consent of IBA and the Arcpoint Technologies. Amount of the Contract will be additional 10 % for the SLA each year cost with Arcpoint Technologies & if IBA agree with the performance.

12. Key Provision of Services Features:

12.1 During Business Hours warranty and support on site with mutual agreed SLA response time.

12.2 Priority response within 4 hours response/ 8 hours resolution time and problem escalation as per mutually agreed SLA.

12.3 Telephonic response time will start within 30 minutes

12.4 Onsite response time for normal calls will be up to 2 - 4 business hours.

12.5. The response time for urgent/critical calls will be 2 business hours.

13. Duration:

The Parties agree that this Agreement shall have effect from _____, and shall effectively end on _____ (Warranty time will start from the date of Delivery Challan received in IBA, Karachi).

14. Representations, Indemnity and Warranty:

14.1 Arcpoint Technologies 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.

14.2 Arcpoint Technologies hereby states that it shall indemnify IBA for breach of this contract, whether in partial or whole, and shall be liable for all direct damages and expenses arising from any negligent or willful act. At no point shall such indemnification be deemed a waiver of other remedies available under relevant laws.

14.3 Arcpoint Technologies 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 (HP).

15. Force Majeure:

15.1 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 obligations under this Agreement impossible, and includes, but is not limited to, Acts of GOD, riots, civil disorder, earthquake, fire, explosion, storm, flood, unauthorized digging by various agencies or other adverse weather conditions, strikes, lockouts or other industrial action.



15.2.1 An event, which is caused by the negligence or willful action of a Party or its subcontractor;

15.2.2 An event which a diligent Party could reasonably have been expected to:

- (i) Have taken into account as at the date on which this agreement was signed, or
- (ii) Have avoided or overcome in the course of carrying out its obligations under this Agreement;

15.2.3 Force Majeure shall not include insufficiency of funds or circumstances arising from a failure to make any payment required by or under this Agreement.

15.3 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.

15.4 Measures to be taken:

15.4.1 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.

16. 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.

17. 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.

18. Confidentiality:

18.1 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 or 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 contractor domain other than by a breach of this Agreement. The parties agree that it will use its best efforts to ensure that its subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this clause.

18.2 The parties shall not, either during the term, or after the expiration of this Agreement, disclose any proprietary or confidential information relating any of the parties' Services, this Agreement, or business or 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 contractor domain other than by a breach of this Agreement. The parties agree that it will use its best efforts to ensure that its subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this clause.

18.3 Notwithstanding the provisions of the above paragraphs 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.

19. Governing Law and Jurisdiction / Arbitration:



notification of such dispute shall be referred to arbitration. The arbitration proceeding shall be conducted in accordance with the Arbitration Act 1940. The arbitration shall be held at Karachi.

20. Failure to Perform:

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

21. 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 : Mr. Imran Batada
Head of ICT
Address : IBA City Campus,
Kiyani Shaheed Road, Garden, Karachi.
Fax No. : 021-99215528

For Arcpoint Technologies

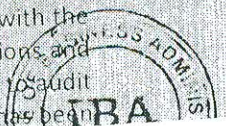
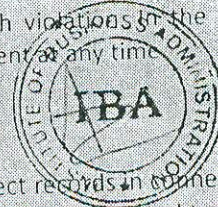
Name : Mr. Sadiq Sayani
CEO
Address : Arcpoint Technologies
Suite #809, 8th Floor Business and Finance Center, Karachi
Fax # : 021-32463764

22. 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 violations. In the event of any violation each party may also, at its sole option, terminate this Agreement at any time.

23. 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 performance/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 for audit any and all records of IBA and its Representative for the purpose of determining whether there has been compliance with the this Agreement.



24.1 Any of the Parties shall have the right to terminate this Agreement upon serving 30 days written notice on the other Party at any time for failure of other Party to comply with the terms of this Agreement. In addition to that, IBA shall have the right to terminate this Agreement without assigning any reason upon serving 30 days' notice on Arcpoint Technologies.

24.2 The Parties agree that the Services will be held in abeyance if the payment which is due is delayed for 45 days.

25. Regulatory Compliance:

The parties acknowledge and agree that both shall comply with all the international and national laws that are applicable to the parties under this agreement. Arcpoint Technologies shall indemnify IBA for all losses, damages and other expenses incurred by Arcpoint Technologies due to the breach of such compliance

25.2 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.

26. Indemnification:

It is hereby agreed that Arcpoint Technologies shall indemnify IBA, its employees, agents, officials in case they suffer any loss and/or damages due to the negligence of the of Arcpoint Technologies while providing its services under this Agreement.

27. Entire Agreement:

The Contract constitutes the entire agreement between the IBA and the Arcpoint Technologies is superseding all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

28. Variation:

No variation of this Agreement shall be valid unless it is in writing and signed by both Parties to the Agreement.

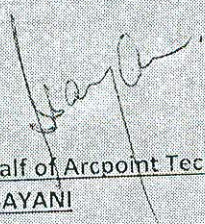
29. Unenforceability of Provisions:

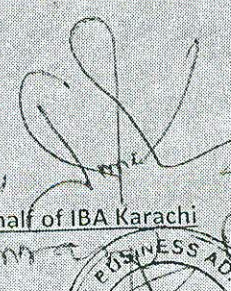
The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement which shall continue in full force and effect in accordance with its terms.

30. Counterparts:

This Agreement may be executed in two counterparts, and each such counterpart shall be deemed as valid and original. However, all such counter parts shall be considered as one and the same Agreement.

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


For and on Behalf of Arcpoint Technologies
Name: SADIQ SAYANI
Designation: CEO


For and on Behalf of IBA Karachi
Name: _____
Designation: _____



Witnesses-1:

1) Signature

Name:

Address:

GULSHAN-E-ROBOL KARACHI

Witnesses-2:

2) Signature

Name:

Address:

Important Note: The Purchase Order issue subject to the delivery of the following certificates/undertaking from the Vendor. The lists of all certificates are already mail to you.

1. BOQ
2. SLA
3. Integrity Pact

Annexure – A

Technical (BOQ):

S.No.	ITEM	DESCRIPTION
1a	Model	HP Probook 440 G3 Ci7-6500U
	Processor	Intel® Core™ i7-6500U Processor (4M Cache, 2.5GHz up to 3.10 GHz)
	RAM	8GB (1x8GB) 2133 DDR4L RAM
	HDD	500GB 7200RPM SATA HDD
	Display	14 LED FHD SVA AG f/CAM 1Ant
	LAN	Realtek RTL8723BE bgn 1x1 +BT 4.0LEWW
	Webcam	WEBCAM Integrated 720p HD
	FPR	No Fingerprint Reader
	Cell	6 Cell 55 WHr Long Life
	Adapter	45 Watt Smart nPFC AC Adapter
	Pwr Cord	C5 1.8m Power Cord
	Mouse	HP USB Mouse
	DOS	Free DOS
	Case	HP Essential Top Load Case
	Warranty	3 Years Warranty

