

NBP-0002-2404170004439520

GoS-KHI-A4A83DBBBB8881FC

Non-Judicial**Rs 131,601/-**

Description	: Contract - 15(a)
Principal	: Institute of Business Administration Karachi [00000000]
Contractor	: Innolytix Pakistan Pvt Ltd [51174325]
Applicant	: Bilal Khan [42101-7441084-5]
Stamp Duty Paid by	: Innolytix Pakistan Pvt Ltd [51174325]
Issue Date	: 17-Apr-2024, 11:41:05 AM
Paid Through Challan	: 2024DF8B3338D469
Amount in Words	: One Lac Thirty One Thousand Six Hundred and One Rupees Only

Please Write Below This Line

AGREEMENT**Provide and Supply Virtual Desktop Infrastructure**

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

BETWEEN

M/s. Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Enclave, Karachi, hereinafter called and referred to as IBA (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors, and assigns) of the FIRST PART.

AND

M/s. Innolytix Pakistan (Pvt.) Ltd., having its office at 1812-1813, 18th Floor, Saima Trade Tower B, I.I. Chundrigar Road, Karachi, hereinafter referred to as THE SUPPLIER (which expression shall wherever the context, so permits are deemed to include its legal representatives, executors, successor, and assigns) through its Company Secretary Mr Ahmed Bashir, holding CNIC # 42201-0701006-5 on the SECOND PART.

WHEREAS IBA intends to obtain a Supply of Virtual Desktop Infrastructure vide tender # IT/16/23-24 up to the entire satisfaction & handing over the material(s) to the IBA now accepted the offer in a finished form complete in all respect.





NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

IBA hereby offer to appoint THE SUPPLIER as their supplier for the specific purpose of "Provide and Supply Virtual Desktop Infrastructure" vide tender # IT/16/23-24. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms & conditions herein below forth.

Article I:

SCOPE OF SUPPLY

- 1.1 THE SUPPLIER agrees to Provide and Supply Virtual Desktop Infrastructure to IBA whenever & wherever form is required as per the terms & conditions of this Agreement.
- 1.2 THE SUPPLIER will coordinate with the Head of Procurement, of the IBA, who will assist THE SUPPLIER in the supervision of the proposed Provide & Supply of Virtual Desktop Infrastructure.
- 1.3 THE SUPPLIER will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with a prior appointment.
- 1.4 All logistic charges will be borne by THE SUPPLIER.
- 1.5 All items in full quantity should be delivered on or before June 19, 2024.
- 1.6 THE SUPPLIER bound to all defective items shall be replaced with the new and same brand.
- 1.7 To provide support/warranties (three years) of equipment and components with transport and labour charges included in the Bill of Quantity.
- 1.8 THE SUPPLIER must provide backup in case of delay in delivery of the relevant model, as specified in the Bill of Quantity.
- 1.9 The onsite comprehensive replacement warranty period of three years is mandatory, including the replacement of the Equipment included in the Bill of Quantity (if necessary) without any additional cost.
- 1.10 THE SUPPLIER should provide Training & Product Certification to at least two staff members of IBA in the Principal authorized training center.
- 1.11 Any material that becomes faulty will be replaced by THE SUPPLIER.
- 1.12 THE SUPPLIER should provide 03 years software upgrades & 24x7 technical support with unlimited incident logging through Email, Phone and Web directly from the OEM without any additional cost.
- 1.13 THE SUPPLIER should provide Onsite Configuration & Installation.

Article II

PAYMENT

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



**Article III
WARRANTY**

3.1 3-Year comprehensive onsite Hardware warranty backed by OEM for items.

**Article IV
REMUNERATION**

4.1 The discounted cost offered by THE SUPPLIER is Rs. 37,600,006/- (inclusive of all taxes) to Provide and Supply Virtual Desktop Infrastructure vide tender # IT/16/23-24 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/ customs duties etc. Details of items are appended below:

Sr #	Description	Qty	Rate (Rs.)	Total Amount (Rs.)
A. SANGFOR VDI Software – 100 Users Extension				
1.	USB-KEY Model: VDI-LICENSE KEY Superdog USB Key for license activation, one key per cluster	1	816,966.00	816,966.00
2.	Software: Product Code/Model: VDI-LIC-EDU-BAS VDI education basic version or silver license, charged by concurrent users (used for the 2D desktop solution of education customers)	100	57,188.00	5,718,800.00
3.	Software: Product Code /Model: VDCS-BAS SANGFOR virtual desktop controller software basic edition, Maximum support of 300 concurrent users	1	3,267,862.00	3,267,862.00
4.	Software: Product Code /Model: VDS-W7550-MOD VS module software or 2* aSAN for aDesk for VDS-W-7550	3	1,089,287.00	3,267,861.00
5.	Services: VDISS Software Upgrade Service, Technical Support & License Renewal Software Upgrade, Software Subscription, CTI Technical Support 7*24 & License Renewal (1 Year x 3)	3	1,089,287.00	3,267,861.00
B. Virtual Desktop Infrastructure Thin-Clients (100 Users Extension)				
1.	Virtual Desktop Infrastructure Thin-Clients Model: aDesk-STD-200H-S (HDMI) ARM 4*cores 1.6Ghz, 1G memory, 4G disk, USB*6, HDMI*1, 100M port *1, Dual Audio port*1	100	42,618.00	4,261,800.00
2.	Warranty: VDIHS Hardware Warranty & Support Repair and Maintenance Within Warranty, RTF Service (1 Year x 3)	3	608,832.00	1,826,496.00
C. Virtual Desktop Infrastructure Servers				
1.	Model: VDS-W-7550 CPU: Intel 6326 2.9Ghz 16C/32T 185W *2, Memory 256G(8*32G), 32*DIMM slots, 4*GE+2*10GE optical ports, Dual Power, 2*240G SSD(VDI software system), no caching disk, no data disk	3	1,146,701.00	3,440,103.00
2.	Model: MEM32 1*DDR4-32GB	24	57,335.00	1,376,040.00
3.	Model: NIC-10GE-2 Configure it when you need 10GE Optical ports, each card with 2*10GE, it requires the optical module to function	3	191,117.00	573,351.00
4.	Model: OM-SFP+ -10GE-MM SFP+ 10GE Multimode Optical Module, for short-distance transmission	12	76,447.00	917,364.00
5.	Model: SSD480G-R 480GB Enterprise Grade SSD 3D NAND TLC SSD 2.5"	12	143,338.00	1,720,056.00



	read-intensive, SATA 3.0 6 Gbps			
6.	Model: SATA6T 6TB 7200RPM 3.5" SATA HDD (Enterprise)	12	143,338.00	1,720,056.00
7.	Hardware Warranty & Support: Repair and Maintenance Within Warranty, RTF Service (1 Year x 3)	3	573,350.00	1,720,050.00
Total				33,894,666.00
18% GST (If Applicable)				6,101,039.88
13% SST (If Applicable)				0.00
Grand Total				39,995,705.88
Discount				2,395,699.88
Grand Total after Discount				37,600,006.00

- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed-on as per the Purchase Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and THE SUPPLIER has to deliver the required equipment to IBA.
- 4.3 Performance Security 5% of the total amount of the Purchase Order will be provided by THE SUPPLIER.
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc., if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

Article V
ARBITRATION

- 5.1 In case of any dispute, difference or/and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter hereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article VI
TERMINATION

- 6.1 IBA may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15-day notice.

Article VII
INDEMNITY

- 7.1 THE SUPPLIER in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, costs and expenses caused to or incurred by THE SUPPLIER, as a result of any defect in the title of IBA or any fault, neglect or omission by THE SUPPLIER which disturbs or damage the reputation, quality or the standard of services provided by IBA and any person claiming through the IBA.

Article VIII
NOTICE

- 8.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.



Article IX:
SEVERABILITY

- 9.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article X
INTEGRITY PACT

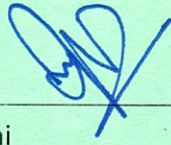
- 10.1 The intention is not to obtain the procurement/work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 10.2 Without limiting the generality of the forgoing the M/s. Innolytix Pakistan (Pvt.) Ltd. represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 10.3 M/s. Innolytix Pakistan (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 the declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.
- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Innolytix Pakistan (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 given by the M/s. Innolytix Pakistan (Pvt.) Ltd., as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XI
MISCELLANEOUS

- 11.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.
- 11.2 The validity of the contract will be effective from the date of issue of the Purchase Order.
- 11.3 All terms and conditions of tender vide # IT/16/23-24 will be an integral part of this agreement.



IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date mentioned above.

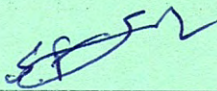


IBA, Karachi
Dr. Muhammad Asad Ilyas
Registrar
CNIC # 42301-449722-9
Address:
Institute of Business Administration
Main Campus, University Road, Karachi

M/s. Innolytix Pakistan (Pvt.) Ltd.
Name: Naseer A. Khan
Designation: Executive Director
CNIC #: 42101-1895628-9
Address:
1812-1813, 18th Floor, Saima Trade Tower
B, I.I. Chundrigar Road, Karachi

WITNESS:

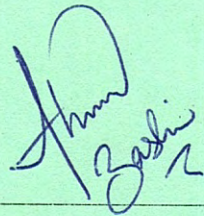
1.



IBA, Karachi
Syed Fahad Jawed
Head of Procurement
CNIC # 42201-9125136-6

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

2.



M/s. Innolytix Pakistan (Pvt.) Ltd.
Name: Ahmed Bashir
Designation: Company Secretary
CNIC #: 42201-0701006-5

Address:
1812-1813, 18th Floor, Saima Trade Tower
B, I.I. Chundrigar Road, Karachi

Focal Person IBA Mr. Mansoor Ali