



KASHIF AHMED Stamp Vendor
 Licence No. 137, Office No. 83 Court Chamber Building,
 City Court Karachi
 S. NO. 06176 DATE 01 JAN 2022
 ISSUED TO WITH ADDRESS DANISH AFSAR
 THROUGH WITH ADDRESS Advocate
 PURPOSE Ledger No. 074
 VALUE RS. 10000 ATTACHED
 STAMP VENDOR SIGNATURE

*AGREEMENT

Provision of Desktops, Laptops & LED Monitors on C&F Basis

THIS AGREEMENT is executed at KARACHI, on this day _____

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

Astronotech Pvt. Ltd, having its office at Plot # 1-6/17, Sector # 05 Korangi Industrial Area, Near Brookes Chowrangi, Karachi, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its BDM Mr. Muhammad Asad, holding CNIC No. 42101-4918004-7 on the SECOND PART.

WHEREAS "IBA" intends to purchase Desktop, Laptop & LED Monitors of Dell brand vide tender # IT/06/21-22 for Provision of Desktops, Laptops & LED Monitors (IBA requirement) discussions in respect of the same before the determination of scope will be held with "IBA" as "Desktop, Laptop & LED Monitors of Dell brand" and "THE SUPPLIER" have offered the Desktop, Laptop & LED Monitors of Dell brand (including but not limited to the "Desktop, Laptop & LED Monitors of Dell brand" with complete accessories & peripherals proposed up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in 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 official for the specific purpose of "Desktop, Laptop & LED Monitors of Dell brand" discussions in respect of the same with "IBA" before the determination of Scope of Supply of Desktop, Laptop & LED Monitors of Dell brand with any/all other relevant details for presentation to "IBA" for Desktop, Laptop & LED Monitors of Dell brand. "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, Desktop, Laptop & LED Monitors of Dell brand discussions with "IBA" before the determination of scope of supply with any/all other relevant details for presentation to "IBA". Kindly read the description/BoQ is appended below with para 2.1

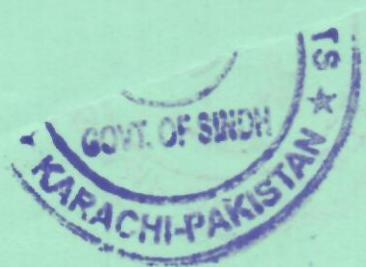
S. No.	Product Features	Description	Make	Qty	Rate	Amount
A. DESKTOPS (CORE i7)						
1	Model	Dell OptiPlex 5090 Micro XCTO	Dell	125		
	Form Factor / Height	Micro Form Factor				
	Processor	Intel® Core i7-10700T Processor				
	Processor Speed	up to 4.5 Ghz or higher				
	Intel Cache Smart	Up to 16 MB cache				
	Memory Installed	Installed 16 GB (DDR4), extendable up to 32 GB (DDR4)				



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	Hard Disk Drives	512 GB Solid State Drive PCIe NVME Class 40 – Dual Storage Support				
	Network Interface	Ethernet (RJ-45) (integrated)				
	Ports / slots	1 Universal Audio Jack				
		1 USB 3.2 Gen 2x1 Type-C® port				
		1 USB 3.2 Gen 1 Type-A port with Power Share				
		1 RJ45 Ethernet port				
		3 USB 3.2 Gen 1 Type-A port				
		1 USB 3.2 Gen 1 Type-A port with Smart Power on				
		2 DisplayPort 1.4 ports				
		1 HDMI				
		1 M.2 2230/2280 slot for SSD/Intel Optane				
	Power Supply	90W with 87% efficient or higher				
	OS Support	Windows 10 Pro 64 or later				
	Operating System	Free DOS				
	Peripherals	Branded USB Standard Keyboard USB 2-button optical scroll mouse DisplayPort to VGA converter DisplayPort to HDMI converter				
	Intel Chipset	Intel Q570				
	Image Load	IBA image load in BIOS Service by manufacturer				
	Graphics	Intel UHD Graphics 630				
	Security	Standard lock slot required				



	LED/Monitor Release Kit / Attachment	Quoted Model should be VESA Compliant Micro PC mounting bracket behind monitor (with 60 PCs out of 125 PCs)	OptiPlex 5090 Micro All in one Mount for E-Series	60	US\$849.00	US\$ 50,940.00
	Pedestal stand	Micro vertical stand to support / hold the PC in standalone vertical position independent of monitor (with 65 PCs out of 125 PCs)	OptiPlex 5090 Micro With Vertical Stand	65	US\$839.00	US\$ 54,535.00
	Warranty	5 years' comprehensive, with parts & labor, warranty from the principal (back-to-back).				
Total Amount C&F Value (please refer to "instructions" clause "e")					US\$ 105,475.00	
S.No	Product Features	Description	Make & Model	Qty	Rate	Amount
B. LAPTOPS - High End Configuration						
2	Make	Branded (Dell)	Dell Latitude 3520	36	US\$ 1,264.00	US\$ 45,504.00
	Series	Business Series				
	Operating	Free Dos				
	Processor	11th Intel® Core i7-1165G7 or higher				
	Chipset	Integrated in CPU				
	Graphics	Nvidia MX450 2GB GDDR5				
	RAM	Installed 32 GB 3200 MHz (DDR4)				
	HDD	512 GB SSD – (Dual Storage Support)				
	Display	15.6 FHD AG 250 Nits				
	Communications	Wi-Fi 802.11ac- 2 x 2, Bluetooth 5.0, Integrated Gigabit Ethernet required				



	Camera	HD webcam with shutter and digital microphone or higher				
	Audio & Speakers	Yes required				
	Battery Power	3 cell 41Whr Battery with 3 Years principal Warranty and 2 Years local support				
	Ports	1 USB 3.2 Gen 2x2 Type-C port with DisplayPort alt mode/Power Delivery 3 USB Ports				
		1 HDMI 1.4a port				
		1 RJ-45 Ethernet port 1 Universal audio port				
		1-barrel power adapter port 1 microSD 3.0 card slot				
		Energy Star				
		EPEAT Registered Silver				
	Security Management	Trusted Platform Module TPM 2.0				
	Multi-media Card Reader	Yes required				
	Carry Bag + Mouse	Original Manufacture Branded Bag & Optical Mouse				
	Power Adapter	Smart 65 W External AC power adapter				
	Warranty	5 years' comprehensive, with parts & labor, warranty from the principal (back-to-back).				
Total Amount C&F Value (please refer to "instructions" clause "e")					US\$ 45,504.00	
S.No		Description		Qty	Rate	Amount



	Product Features		Make & Model			
C. LAPTOPS - Normal Configuration						
3	Make	Branded (Dell)	Dell Latitude 3520	30	US\$ 994.00	US\$ 29,820.00
	Series	Business Series				
	Operating System	Free Dos				
	Processor	11 th Intel® Core i7-1165G7 or higher				
	Chipset	Integrated in CPU				
	Graphics	Intel IRIS XE Graphics				
	RAM	Installed 16 GB 3200 MHz (DDR4), extendable up to 32 GB (DDR4)				
	HDD	1 TB SATA or higher				
	Display	15.6 FHD AG 250 Nits				
	Communications	Wi-Fi 802.11ac- 2 x 2, Bluetooth 5.0, Integrated Gigabit Ethernet required				
	Camera	HD webcam with shutter and digital microphone or higher				
	Audio & Speakers	Yes required				
	Battery Power	3 cell 41Whr Battery with 3 Years principal Warranty and 2 Years local support				
	Ports	1 USB 3.2 Gen 2x2 Type-C port with DisplayPort alt mode/Power Delivery				
		3 USB Ports				
		1 HDMI 1.4a port				
		1 RJ-45 Ethernet port 1 Universal audio port				



		1-barrel power adapter port 1microSD 3.0 card slot				
		Energy Star				
		EPEAT Registered Silver				
	Security Management	Trusted Platform Module TPM 2.0				
	Multi-media Card Reader	Yes required				
	Carry Bag + Mouse	Original Manufacture Branded Bag & Optical Mouse				
	Power Adapter	Smart 65 W External AC power adapter				
	Warranty	5 years' comprehensive, with parts & labor, warranty from the principal (back-to-back).				
Total Amount C&F Value (please refer to "instructions" clause "e")				US\$ 29,820.00		
S #	Product Features	Description	Make & Model	Qty	Rate	Amount
D. LED Monitors						
4	Diagonal Viewing Size	60.45 cm (21.5 inches)	Dell 22 Monitors - E2222HS	30	US\$ 148.00	US\$ 4,440.00
	Resolution	1920 x 1080 at 60 Hz				
	Aspect Ratio	16:09				
	Brightness	250 cd/m ²				
	Viewing Angle	160°/170°				
	Display Screen Coating	Anti-Glare				
	Backlight Technology	LED				
	Connectivity interface	1 x VGA, 1 x DisplayPort 1.2, 1 x HDMI				
	Cables	DP cable, Power Cable				
	Adjustability	Tilt Only (-5° to 21°)				



	Warranty	5 Years' Advanced Exchange Service				
Total Amount C&F Value (please refer to "Instructions" clause "e")					US\$ 4,440.00	
Total Amount A + B + C + D (C&F)					US\$ 185,239.00	

- 1.2 "THE SUPPLIER" agrees to provide Supply of Desktop, Laptop & LED Monitors of Dell brand with complete & all accessories to "IBA" whenever and wherever required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate with Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Desktop, Laptop & LED Monitors of Dell brand.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supply with mutual consent on approved cost/price/charges/amount inclusive of all taxes and levies. which should not include exemptions to IBA on import
- 1.5 "THE SUPPLIER" will visit the Procurement Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.6 All equipment mentioned in Purchase Order 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.
- 1.7 All Equipment shall be individually packed in standard packing provided by the manufacturer for onwards transportation and delivery. Any item damaged during transportation will be replaced by the bidders at their own cost.
- 1.8 "THE SUPPLIER" will provide Assurance on a Rs.100/- valued stamp paper that the item Supply of Desktops, Laptops & LED Monitors of Dell brand in required quantity is not smuggled from any country(ies) / source(s) and not refurbished / reconditioned remolded etc.
- 1.9 The country for this procurement is Pakistan. "THE SUPPLIER" shall not supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the country i.e., INDIA & ISRAEL.
- 1.10 Shipping will be made by "THE SUPPLIER" preferably through the National Vessel/Airline. Shipment by INDIA nor ISRAELI Vessel/Airline is not allowed. The partial shipment of stores shall be allowed; the complete stores will be shipped as one consignment.



1.11 Head of Procurement in coordination of technical department will inspect the items as per specifications after arrival at Stores and will carry out necessary testing of equipment and render a ***Certificate of Correctness***.

1.12 Material of this order is subject to final inspection from Competent Authority Technical Team at the time of delivery.

Article II **REMUNERATION**

- 2.1 The bid price offered by the Supplier **US\$ 185,239.00** on C&F basis includes Cost & Freight of Goods, Insurance Charges, Charges for Custom Clearance at Karachi Port & Sellers LC Charges for the Supply of Desktops, Laptops & LED Monitors of Dell brand as per details, mentioned in para 1.1, vide tender # IT/06/21-22. The cost is inclusive of labor/transportation / supplies / etc.
- 2.2 Standard sets of General toolkit / accessories supplied with equipment shall be provided by "THE SUPPLIER" with no additional cost.
- 2.3 Performance Security 5% of total amount of Purchase Order will be provided by "THE SUPPLIER".
- 2.4 Stamp duty 0.35% (converted amount in PKR) against total value of Purchase Order will be levied accordingly and born by the successful bidder.
- 2.5 If any tax exemptions, reductions, allowances, or privileges may be available to "THE SUPPLIER" in Pakistan, the IBA shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 2.6 No increase in the value of above-mentioned items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, scope of supply and or any other head of account shall be allowed.

Article III **LETTER OF CREDIT (LC)**

- 3.1 IBA shall open 90 days for items A, C & D and 160 days for items B mentioned in clause 1.1 Usance LC. LC charges (client-side) will be borne and paid by IBA, Karachi.
- 3.2 IBA being is exempt from the whole of customs-duties (specified in the First Schedule to the Customs Act, 1969 (IV of 1969)), and the whole of sales tax on the goods imported in the name of IBA Karachi. IBA shall provide necessary documentation to claim the exemption.



3.3 M/s Mindawre FZ LLC registered office Cayan Business Centre, 10th Floor, Telecom Area, Al Barsha Dubai UAE shall be the Authorized distributor of "THE SUPPLIER" in whose favor LC shall be opened..

Article IV

BIDDER'S RESPONSIBILITY

4.1 "THE SUPPLIER" shall be responsible for transportation of complete consignment to IBA, Karachi premises. This would include cost of labor for unloading consignment to the designated warehouse. Labor will be provided by the bidder.

Article V

MODE OF DELIVERIES

5.1 Supply will be delivered at IBA Store Main Campus University Road Karachi after 26 weeks of establishment of LC.

5.2 If "THE SUPPLIER" fails to timely deliver items/services as per BoQ, IBA, Karachi reserves the right to penalize and may also terminate the contract.

Article VI

TERMS OF PAYMENT

6.1 All payments will be made through LC in the name of Principal / authorized distributor.

6.2 In case there is any delay in shipment beyond the LC period, the vendor would provide necessary guarantee.

Article VII

FORCE MAJEURE

7.1 "THE SUPPLIER" shall not be held liable in the event of their failure to comply with the delivery schedule of the ordered items(s) for reasons of Force Majeure including to war and other instabilities invasion, act of foreign enemies, global pandemic, embargo, civil war etc.

Article VIII

ARBITRATION & GOVERNING LAW

8.1 This tender and any contract executed pursuant to this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all Manufacturer / firms / companies / distributors / Bidders responding to this tender and parties to any contract executed pursuant to this tender shall submit



to the exclusive jurisdiction of the Pakistani Courts. The arbitration proceeding will be governed by the Arbitration Act, 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

Article IX
TERMINATION

9.1 If "THE SUPPLIER" fails to timely deliver items/services as per BoQ, IBA, Karachi reserves the right to penalize and may also terminate the contract.

Article X
INDEMNITY

10.1 "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 XI
NOTICE

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

11.2 If the Agreement or encounters conditions impeding timely performance of any of the obligations, under the contract, at any time, the Supplier 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 XII
SEVERABILITY

12.1 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 XIII
WARRANTY



- 13.1 "THE SUPPLIER" is committed to provide five (5) years comprehensive onsite warranty (Manufacturer) with parts and free services from the date of delivery. However, warranty for Laptop batteries is up to three (03) years from manufacturer and two (02) years local support.

Article XIV
OWNERSHIP

- 14.1 The ownership of all products and services rendered under any contract arising because of this tender will be the sole property of IBA, Karachi.

Article XV
SECREC Y & CONFIDENTIALITY

- 15.1 "THE SUPPLIER" will be responsible to maintain secrecy/ confidentiality of information /Data shared during all stages of Contract.

Article XVI
DEFAULT

- 16.1 If "THE SUPPLIER" fails to timely deliver items/services as per BoQ, IBA, Karachi reserves the right to penalize and may also terminate the contract.

Article XVII
LIQUIDATED DAMAGES

- 17.1 A liquidity damages in the event of delay in delivery at supplier fault, the supplier shall inform the purchaser before expiry of such period giving reasons or justification for delay. However, purchaser reserves the right to take following actions:

- i. Evaluate the request for extension in delivery period as per its merit and may consider extension in delivery period or otherwise.
- ii. May cancel the contract.
- iii. Liquidated damages (if imposed) will be recovered at the rate of up to 2% per month and shall not exceed 10% of the total value of the contract.

Article XVIII
DELIVERY PERIOD

- 18.1 Delivery period 12-14 weeks from the LC establishment for Desktop's, Normal Configuration Laptop's & LED's.
- 18.2 Delivery period 26 weeks from the LC establishment for High End Laptop's.



Article XXI
INTEGRITY PACT

- 19.1 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).
- 19.2 Without limiting the generality of the forgoing "THE SUPPLIER", 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.
- 19.3 THE SUPPLIER, 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.
- 19.4 Notwithstanding any right and remedies exercised by the IBA in this regard, THE SUPPLIER, 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 SUPPLIER", as aforesaid for the purpose of obtaining or inducing procurement or other obligation or benefit in whatsoever from the IBA.

Article XX
MISCELLANEOUS

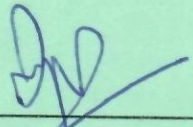
- 20.1 Any addition & alteration(s) made for item(s) as required by IBA based on sample or in course of the supplies which entail extra time, freight, logistic and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA.
- 20.2 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.



20.3 The validity of the contract will be effective from the date of issue of Purchase Order.

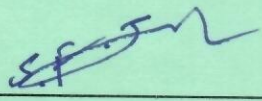
20.4 All terms and conditions of tender vide # IT/06/21-22 will be an integral part of this agreement and can't be revoked.

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: Dr. Muhammad Asad Ilyas
CNIC # _____

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

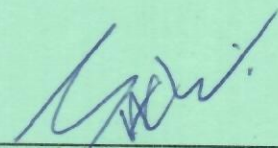
3. 

"IBA"
NAME: Syed Fahad Jawed
CNIC # 42201-9125136-3

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

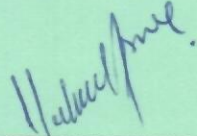
Focal Person IBA

Syed Muhammad Wajeeh Zaidi
Head of ICT, IBA



Astronotech (Pvt) Ltd
NAME: Suhail A Khan
CNIC # 42101-3177877-3

Address:
Plot # 1-6/17, Sector # 05
Korangi Industrial Area,
Near Brookes Chowrangi, Karachi,

4. 

Astronotech (Pvt) Ltd
NAME: Muhammad Asad
CNIC # 42161-4918004-7

Address:
Plot # 1-6/17, Sector # 05
Korangi Industrial Area,
Near Brookes Chowrangi, Karachi,

