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KARIMAN NEHAL STAMP VENDOR
Licence No. 182 Shop No. 1, Glamour Arcade
Sector 11-I, North Karachi
S.No. 27824 DATE 1.9 DEC 2018
Issued to With Address
Through With Address MUHAMMAD YAQOOB
Purpose
Value Rs. 1000/-
Stamp Vendor's Signature
For Use: Price Will & Dividend
Not Responsible for any documentation

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day December 31, 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 assigns) of the FIRST PART.

AND

M/s Jaffer Business Systems (Pvt) Ltd, having its office at # 33A, City Tower, PECHS, Block 6, Shahr-e-Faisal, 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. Sibtain Raza, holding CNIC No. 42201-4384541-5 on the SECOND PART.

WHEREAS "IBA" intends to purchase Laptop HP Model Pro Book-450 vide tender # IT/08/18-19 for the Supply of Laptop HP Model Pro Book-450 (IBA requirement) discussions in respect of the same before the determination of scope will be held with "IBA" as "Supply of Laptop HP Model Pro Book-450" and "THE SUPPLIER" have offered the Laptop HP Model Pro Book-450 (including but not limited to the "Laptop HP Model Pro Book-450" 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 “Supply of Laptop HP Model Pro Book-450” discussions in respect of the same with “IBA” before the determination of Scope of Supply of Laptop HP Model Pro Book-450 with any/all other relevant details for presentation to “IBA” for Supply of Laptop HP Model Pro Book-450. “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, Supply of Laptop HP Model Pro Book-450”, 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:

Specifications (Laptop)	
Feature	Details
Make & model	Laptop HP Pro Book 450
Series	Business Series
Operating System	Free Dos
Processor	Intel® Core™ i7-8550U or higher
Chipset	Integrated in CPU
Graphics	Intel® UHD Graphics 620 or higher
RAM	Installed 16 GB (DDR4), extendable up to 32 GB (DDR4)
HDD	1 TB HDD, Supports dual Drives 256 GB SSD or higher
Display	15” diagonal LED-backlit HD anti-glare or higher
Communications	Wifi , Bluetooth, Integrated Gigabit Ethernet with WWAN support
Camera	HD webcam with digital microphone or higher
Audio & Speakers	Yes required
Battery Power	3-cell (42 WHr)Lithium Ion – with 3years principal warranty
Ports, Slots	HDMI , RJ-45,10/100,USB 3.0,USB 2.0 Slots/Ports : 1 * USB-C 3.0 , 2 * USB 3.0 ,HDMI ,VGA ,SD card , RJ 45 VGA or Compatible
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	Yes Smart AC adapter
Warranty	03 years complete with parts & free service at customer premises.

- 1.2 “THE SUPPLIER” agrees to provide Supply of Laptop HP Model Pro Book-450 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 Sr. Manager Procurement & Stores, of the “IBA” who will assist “THE SUPPLIER” in supervision of proposed Supply of Laptop HP Model Pro Book-450.
- 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.
- 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 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.
- 1.10 The Supplier will provide Assurance on a Rs.100/- valued stamp paper that the item Supply of Laptop HP Model Pro Book-450 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. 6,090,500.00 (inclusive of all taxes and duties) Supply of Laptop HP Model Pro Book-450 vide tender # IT/08/18-19. The cost is inclusive of labor/transportation/supplies/etc.

Specifications (Laptop)					
S. #	Feature	Details	Qty	Rate	Amount
	Make & model	Laptop HP Model Pro Book-450	50	Rs.121,810.00	Rs.6,090,500.00
	Series	Business Series			
	Operating System	Free Dos			
	Processor	Intel® Core™ i7-8550U or higher			
	Chipset	Integrated in CPU			
	Graphics	Intel® UHD Graphics 620 or higher			
	RAM	Installed 16 GB (DDR4), extendable up to 32 GB (DDR4)			
	HDD	1 TB HDD, Supports dual Drives 256 GB SSD or higher			
	Display	15" diagonal LED-backlit HD anti-glare or higher			
	Communications	Wifi , Bluetooth, Integrated Gigabit Ethernet with WWAN support			
	Camera	HD webcam with digital microphone or higher			
	Audio & Speakers	Yes required			
	Battery Power	3-cell (42 WHr) Lithium Ion – with 3years principal warranty			
	Ports, Slots	HDMI , RJ-45,10/100,USB 3.0,USB 2.0 Slots/Ports : 1 * USB-C 3.0 , 2 * USB 3.0 ,HDMI ,VGA ,SD card , RJ 45 VGA			

	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	Yes Smart AC adapter			
	Warranty	03 years complete with parts & free service at customer premises.			
Total Amount with all taxes (Laptops)					Rs.6,090,500.00

- 2.2 The "Supplier" is committed to provide three (3) years' comprehensive onsite warranty (Manufacturer) with parts and free services from the date of delivery
- 2.3 A liquidity damages at the rate of two percent (2%) per month up to a maximum of ten percent (10%), of the total agreed price of the Purchase Order will be imposed, 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 Laptop HP Model Pro Book-450 to IBA as per specification within specified Date of Delivery.
- 2.4 100% payment will be made after complete delivery and submission of invoice and delivery challan by "THE SUPPLIER".
- 2.5 Performance Security 5% of total amount of Purchase Order will be provided by the M/s Jaffer Business System (Pvt) Ltd.
- 2.6 "THE SUPPLIER" shall be responsible for the payment of all taxes, duties customs, demurrage, levies challan etc. incurred or accrued until the final delivery of the Goods or other obligations including services.
- 2.7 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
- 2.8 Withholding tax shall be deducted from "THE SUPPLIER" invoices as per the prevailing rates in accordance to the SRO. "THE SUPPLIER" may submit the tax exemption documents if there is any exemption available to them under the FBR Rules
- 2.9 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.
- 2.10 Stamp Duty @ 0.35% of the cost of Purchase Order is being paid according to the prescribed procedure.
- 2.11 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.
- 2.12 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 supply 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 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 VII **INTEGRITY PACT**

- 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 Jaffer Business (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 Jaffer Business (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 Jaffer Business (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 Jaffer Business (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".

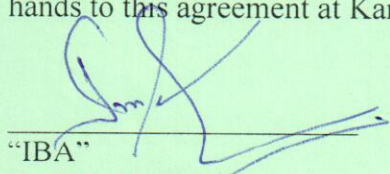
8.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

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.

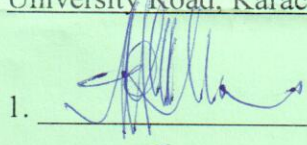
8.5 All terms and conditions of tender vide # IT/08/18-19 will be the integral part of this agreement and can't be revoked.

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 # _____

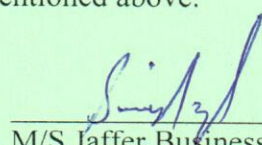
Address:
Director, ICT Institute of Business
Administration Main Campus
University Road, Karachi

1. 

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

CNIC # _____

Address: _____


M/S Jaffer Business System (Pvt) Ltd
NAME: Sibtain Raza

CNIC # 42201-4384541-5

Address:
8th Floor, City Towers, P.E.C.H.S.
Block-6, Main Sharah-e-Faisal, Karachi

2. SHAHZAD AHMED

CNIC# 42000-0490512-9

Address: _____