



ANIL AKHTAR STAMP VENDOR  
Lic # 05, Shop # 04, New Ruby Centre,  
Talpur Road, Boulton  
Market Karachi

49342

21 JUN 2018



POSTAL SUPERINTENDENT  
Stamp Office, City 680  
Karachi

22 JUN 2018

Issue to with Address MR. Imran Batada  
Through with Address MR. Imran Batada  
Purpose: Attached

### AGREEMENT

Stamp Vendor's Signature: *Imran Batada*  
(NOT USE FOR FREE WITH CRIMINAL PURPOSE)  
Vendor Not Responsible for Fake Documents  
This Agreement is executed at KARACHI, on this day June 21, 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 Ideal Autonetics (Pvt) Ltd, having its office at # 201, 2<sup>nd</sup> Floor, Landmark Plaza, I. I. Chundrigar 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 General Manager Sales Mr. Syed Muhammad Fahad, holding CNIC No. 42101-1788790-5 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Supply of VDI Solution & VMware Licenses vide tender # IT/13/17-18 for the Supply of VDI Solution & VMware Licenses (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply of VDI Solution & VMware Licenses" and "THE SUPPLIER" have offered to render all kind of Supply of VDI Solution & VMware Licenses (including but not limited to the "Supply of VDI Solution & VMware 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.

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



of Supply of VDI Solution & VMware Licenses discussions in respect of the same with "IBA" before the determination of Supply of VDI Solution & VMware Licenses to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Supply of VDI Solution & VMware 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 VDI Solution & VMware 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 VDI Solution & VMware 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 VDI Solution & VMware 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 VMWare License validity shall be life time from the date of delivery.
- 1.8 Delivery before June 29, 2018.

**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 VDI Solution & VMware 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 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLIER", will provide the VMware License directly from VMware Company on their official address of IBA, Karachi to Syed Muhammad Wajeeh Zaidi at his email address [smwzaidi@iba.edu.pk](mailto:smwzaidi@iba.edu.pk)

2.7 No pirated / forged / tampered material would be accepted. In later stage/ period, if found, the supplier would be penalized according to the prevailing rules of the country.

### **Article III REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. 9,488,641.50 (inclusive of all taxes) Supply of VDI Solution & VMware Licenses vide tender # IT/13/17-18 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

S. #	Product	Description	Part Number	Qty	Amount
1	Academic VMware vSphere 6 Enterprise Plus for 1 processor	SnS is required and sold separately. Only Partners authorized with a VMware Academic Specialization may have access to quote the Academic SKU's.	VS6-EPL-A	28	8,109,950.00
2	Academic Production Support/Subscription VMware vSphere 6 Enterprise Plus for 1 processor for 3 year	Technical Support, 24 Hour Sev 1 Support -- 7 days a week.	VS6-EPL-3P-SSS-A	28	
3	Academic VMware vCenter Server 6 Standard for vSphere 6 (Per Instance)	SnS is required and sold separately. Only Partners authorized with a VMware Academic Specialization may have access to quote the Academic SKU's.	VCS6-STD-A	1	
4	Academic Production Support/Subscription VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) for 3 year	Technical Support, 24 Hour Sev 1 Support -- 7 days a week.	VCS6-STD-3P-SSS-A	1	
<b>Total</b>					Rs. 8,109,950.00
<b>GST 17%</b>					Rs. 1,378,691.50
<b>Total Amount</b>					Rs. 9,488,641.50

- 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 VDI Solution & VMware Licenses to IBA.
- 3.3 Payment will be made against the Proforma Invoice from M/s Dell Global, VMWARE or any of their Distributor for which a tri party agreement is to be signed.
- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by "THE SUPPLIER".



**Article IV:**  
**ARBITRATION**

- 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 "THE SUPPLIER" 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 Ideal Autonetics (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.

- 8.3 M/s Ideal Autonetics (Pvt) Ltd, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting

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 Ideal Autonetics (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 Ideal Autonetics (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 IX: MISCELLANEOUS**

9.1 "THE SUPPLIER", will provide the VMware License directly from VMware Company on their official address of IBA, Karachi to Syed Muhammad Wajeeh Zaidi at his email address [smwzaidi@iba.edu.pk](mailto:smwzaidi@iba.edu.pk)

9.2 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.

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


9.4 All terms and conditions of tender vide # IT/13/17-18 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 Batata Batata

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 Ideal Autonetics (Pvt) Ltd  
NAME: Syed Muhammad Fahad,

CNIC # 42101-1788790-5

Address:  
201, 2nd Floor, Landmark Plaza, I. I.  
Chundrigar Road, Karachi,

2.   
Asstt. Manager Sales

  
CNIC# 42401-5903545-1

Address: 201 Landmark Plaza  
I. I. Chundrigar Road, Karachi

