

02 JUN 2017

FABRIE BAZA STAMP VENDOR

Licence No. 02 B-14, Spanish Homes

Phase-1, D.H.A., Karachi.

S.no. 69153, Date 22 MAY 2017

Issued to With Address..... Muhammad Waris Khan Ajmeri

Through With Address..... Advocate

Purpose..... Ledger No: 16113/he/khi

Value Rs. 100, Attache.....

Stamp Vendor's Signature.....

(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made at Karachi on this 19 day of June 2017 (hereinafter called the "Agreement").

BETWEEN

INSTITUTE OF BUSINESS ADMINISTRATION KARACHI (IBA), a degree awarding educational institution organized and existing under and pursuant to the Institute of Business Administration Act, 1994 and having its principal office at IBA Main Campus, Karachi University, University Road, Karachi-75270, Pakistan (hereinafter referred to as the "Purchaser" which term shall include its administrators, liquidators and permitted assigns);

AND

COMPUTER MARKETING COMPANY PRIVATE LIMITED, a private limited company incorporated under the Companies Ordinance 1984, existing under the laws of the Islamic Republic of Pakistan and having its principal offices at [3 ABBOT (MEHMOOD GAZNAVI) ROAD LAHORE Company full Head Office Address] (hereinafter referred to as the "Contractor" which term shall include its successors-in-interest, liquidators, legal representatives and permitted assigns)

(The Purchaser and Contractor shall hereinafter be collectively referred to as the "Parties" and individually as a "Party" unless the same is repugnant to the context in which it is being used or specifically excluded)

WHEREAS the Purchaser is desirous that certain Works (Supply of HP Laser Printers for various users) should be executed by the Contractor and has accepted a bid by the Contractor for the

execution and completion of such Works/Supplies and the remedying of any defects that may occur after the execution and completion of such work

NOW this Agreement witnessed as follows:

GENERAL:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the *Conditions of Contract* hereinafter referred to.
2. The following documents, listed in their priority order, after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Contract Agreement;
 - b) The completed Form of Bid;
 - c) The General Conditions – already available in the SBD;
 - d) The priced Bill of Quantities
3. In consideration of the sums to be paid by the *Purchaser* to the Contractor as mentioned in the Contract Documents, the Contractor hereby covenants with the *Purchaser* to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The *Purchaser* hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner specified in the Contract.

PAYMENT:

The Contract sum for the Works ("**Contract Price**") is **Rs.2,062,743.00/-**, based on the priced Bill of Quantities as mentioned in the tender IT/120/2016-17.

TERMS AND CONDITIONS:

1. Material of this order is subject to final inspection at the time of delivery.
2. We reserve the right to cancel any or all the above items if material is not in accordance with our specification or if the delivery is delayed.
3. Payment will be made upon delivery, subject to provide copy of sales tax return last month with Annexure "C"
4. General Sales Tax will be paid on applicable items only (if applicable).
5. Penalty at the rate of 2% per month on actual will be imposed on delayed delivery.-
6. In case due to new import procedures if Customs department does not accept any IBA exemptions such as customs duties Income tax Sindh excise sales tax and additional duties and sales taxes then IBA will pay this amount to customs. Any demurrage occurred due to delay in exemption procedures and customs duties payments will be on account of IBA and IBA will pay this amount.
7. If any tax is reduced, the IBA should get its benefit.



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8. Competent authority reserves the right to change / alter / remove any item or article or reduce / enhance quantity without assigning any reason.
9. Invoice / bill shall be submitted to the finance department of the Purchaser.
10. Advance payment shall only be made subject to the Contractor providing a Bank Guarantee to the satisfaction of the Purchaser.
11. Replacement of any parts and/or printers found faulty shall be done within three (03) working days.
12. The Purchaser is to submit the security deposit of a sum of 10% of the total purchase value with the Contractor's finance department.
13. Warranty of the HP printers shall be for a period of three (03) years with complete parts and services provided for on site, free of cost. The warranty period shall start from the equipment's delivery date to the Purchaser.
14. The Contractor shall be responsible to provide complete training to the Purchaser including its staff, representatives and/or agents for operating and maintaining the printers and also provide printer software to the Purchaser free of cost.

TERM AND TERMINATION:

The Contractor shall start performing the Works upon signing or, any other period that may be subsequently agreed upon by the Parties in writing. This Contract can be terminated earlier by either Party by providing the other Party a prior written notice of Sixty (60) days for termination.

FORCE MAJEURE:

Neither Party hereto shall be deemed to be in breach of this Agreement for any failure or delay in the performance of this Agreement if it is due to any event beyond its reasonable control including (but not limited to) acts of God, war, fire, flood, and national emergencies ("**Force Majeure Event**") and the party so delayed shall be entitled to a reasonable extension of time for performing such obligations.

However, if either Party is unable to perform its obligations under this Agreement after the extension period has been granted, this Agreement shall stand terminated and the non-performing party shall not be held liable for non-performance or delay caused by any Force Majeure Event.

CONFIDENTIALITY:

Each Party undertakes to ensure that its employees, agents, contractors and sub-contractors shall keep confidential all information of a confidential nature (whether written or oral) concerning this Agreement and the business affairs of the Parties that it shall have obtained or received as a result of the discussions leading up to or entering into or performance of this Agreement (the "**Confidential Information**").

The Parties shall not, subject to the prior approval of the other Party to this Agreement, disclose Information either in whole or in part to any other person save to those of its employees, agents, contractors and sub-contractors involved in the implementation or evaluation of any projects undertaken under this Agreement who are required to know the same for the performance of their duties. The Parties shall use the Confidential Information solely in connection with the implementation of projects and collaborations under this Agreement and not otherwise for its own benefit or the benefit of any third party.



This section shall not apply to information which is:

- (a) In the public domain other than in breach of this Agreement;
- (b) Legally required to be disclosed by any act, regulation, regulatory or legal authority, courts etc., in which case it can be disclosed in the strict measure necessary to comply with the legal rules. The party required to disclose confidential information, shall notify the other party of any such disclosure upon being requested by the legal authority, courts, regulatory authority etc.



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ARBITRATION:

Any and every dispute, difference or question which may arise between the Parties to this Agreement shall be first settled by the Parties by way of mutual negotiations..

If the Parties cannot settle the dispute amicably, the dispute shall be referred to Arbitration in accordance with the Arbitration Act, 1940 and any applicable rules made there under for the time being in force, for the equitable decision of the two joint arbitrators, one to be appointed by each of the Parties, and failing agreement between the arbitrators, to the decision of the Umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the Umpire, as the case may be, shall be final and binding on the Parties. The venue of the arbitration shall be Karachi and the arbitration proceedings shall be conducted in English language.



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GOVERNING LAW AND JURISDICTION:

The Agreement shall be governed by the Laws of the Islamic Republic of Pakistan and the courts in Karachi shall have exclusive jurisdiction.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

FOR AND ON BEHALF OF

INSTITUTE OF BUSINESS ADMINISTRATION KARACHI

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

[Signature]
19/6/17
[Signature]
Director IT

FOR AND ON BEHALF OF

COMPUTER MARKETING COMPANY PRIVATE LIMITED

Signature: _____

Name: _____

CNIC No.: _____

Designation: _____

[Signature]
Yasin Ansar Khan
4231-468084-3
RSM - South

Signed, Sealed and Delivered in the presence of:

WITNESS:

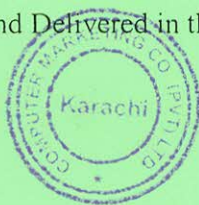
Faisal Rafiq

Account Manager

306- Clifton center 3rd Floor Kehkashan

Clifton Karachi

(Name, Title and Address)



WITNESS:

[Signature]

(Name, Title and Address)

[Signature]
Said Ali
13A/KND

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BOQ (Bill of Quantity)

S N o	Description	QT Y	Brand Name	Countr y of Origin	Unit Price	Incom e Tax	Custom duty at		Sales Tax Input at	Freig ht & other	Total Final Prices
					including Margin	on Import	the time of impo rt /unit	the time of impo rt/Un it	expe nses/ unit	3X (6+10)	
1	Price of Lazer Black printer / A4 Size	9	HP LaserJet Pro M402dne Printer with 3years warranty	china	33,895					Included 30,50,55	
2	Price of Lazer Black printer / A3 Size	8	HP LaserJet Enterprise 700 M712dn printer with 3 years warranty	china	219,711					Included 1,757,688	

NOTE

1. Customer will Exemption Certificates
2. Customer will Provide all the Exemption Certificates
3. Sindh excise duty
4. If exemption not provided that all the taxes
5. Duties will be paid by Customer.
6. If any delay occurred by customer than Customer
7. Will also pay Demurrage charges.



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