



HASNAIN A. STAMP VENDOR

Light House Karachi

S.NO 29298 #0-01-19

ISSUED

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STAMP VENDOR

30 JAN 2019

UNRECORDED ONLY

Imran Batada
Director ICT

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day February...¹³..., 2019.

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 Galaxy Techno, having its office at # GC 07-09, Ground Floor, Techno City Off. 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 proprietor Mr. Muhammad Salman, holding CNJC No. 42201-2648922-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain Supply of Laptop vide tender # IT/19/18-19 for the Supply of Laptop (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply of Laptop" and "THE SUPPLIER" have offered to render all kind of Supply of Laptop (including but not limited to the "Supply of Laptop" 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.

Imran

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 “Laptop HP Model Spectre X360” discussions in respect of the same with “IBA” before the determination of Scope of Supply of Laptop HP Model Spectre X360 with any/all other relevant details for presentation to “IBA” for Laptop HP Model Spectre X360. “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 Spectre X360”, 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)	Description
Make	HP Spectre X 360
Form Factor / Height	laptop
Processor	• 8th Generation Intel® Core™ i7-8550U Processor(2b) • Quad-Core 1.8 GHz base frequency, up to 4 GHz with Intel® Turbo Boost 8 MB cache
	64 Bit
Processor Speed	1.8 GHZ or higher
Memory Installed	Installed 32GB,
	DDR4
SSD	512 GB PCIe® NVMe™ M.2 Solid State Drive(15) or higher
Optical Media	DVD Drive Writer required
Video graphics	NVIDIA® GeForce® MX150 with 2 GB GDDR5 total dedicated memory(13)
Wireless connectivity	2x2 802.11ac WLAN(19a) and Bluetooth®(26)
Finish and features	HP finish in dark ash silver • Front-facing HP Wide Vision FHD IR Webcam with integrated dual array digital microphones(89
Battery life	Up to 12 hours and 45 minutes (mixed usage)(70) • Up to 11 hours and 30 minutes (video playback)(75)
Ports	1 Thunderbolt™ 3 (Data up to 40Gb/s, Power Delivery, DisplayPort™ 1.2, HP Sleep and Charge)(41)(50) USB 3.1 Type-C™ Gen 1 (Data up to 5Gb/s, Power Delivery, DisplayPort™ 1.2, HP Sleep and Charge)(41)(42)(50) USB Type-A 3.1 Gen 1 (HP Sleep and Charge) HDMI Headphone-out/microphone-in combo jack
Display	15.6-inch diagonal 4K(37) IPS eDP micro-edge Bright View WLED-backlit (3840 x 2160)
Power Supply	90W AC adapter • 6-cell 79.2 WHr lithium-ion battery
OS Support	Windows 08 & Higher versions
Operating System	DOS
Warranty	3 years comprehensive onsite warranty

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Supply of Laptop and Installation to "IBA" whenever and wherever form is 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.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supplies 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".

Article II
SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of Supply of Laptop 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 supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery on or before February 18, 2019.
- 2.5 The "Supplier" is committed to provide three (3) years' comprehensive onsite warranty (Manufacturer) with parts and free services from the date of delivery.
- 2.6 "THE SUPPLIER", will provide all required/necessary transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/19/18-19.
- 2.7 THE SUPPLIER will provide Assurance on a Rs.100/- valued stamp paper that the item Supply of Laptop HP Spectre X360 in required quantity is not smuggled from any country(ies) / source(s) and not refurbished / reconditioned remolded etc.

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 359,500.00 (inclusive of all taxes) Supply of Laptop vide tender # IT/19/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

Specifications (Laptop)	Description	Qty	Make	Model	Rate	Amount
Make	HP Spectre X 360	1	HP	Spectre X360	359,500.00	359,500.00
Form Factor / Height	laptop					

Processor	<ul style="list-style-type: none"> • 8th Generation Intel® Core™ i7-8550U • Processor(2b) • Quad-Core 1.8 GHz base frequency, up to 4 GHz with Intel® Turbo Boost
	8 MB cache
Processor Speed	64 Bit
Memory Installed	1.8 GHZ or higher
	Installed 32GB, DDR4
SSD	512 GB PCIe® NVMe™ M.2 Solid State Drive(15) or higher
Optical Media	DVD Drive Writer required
Video graphics	NVIDIA® GeForce® MX150 with 2 GB GDDR5 total dedicated memory(13)
Wireless connectivity	2x2 802.11ac WLAN(19a) and Bluetooth®(26)
Finish and features	HP finish in dark ash silver • Front-facing HP Wide Vision FHD IR Webcam with integrated dual array digital microphones(89
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Ports	1 Thunderbolt™ 3 (Data up to 40Gb/s, Power Delivery, DisplayPort™ 1.2, HP Sleep and Charge)(41)(50) USB 3.1 Type-C™ Gen 1 (Data up to 5Gb/s, Power Delivery, DisplayPort™ 1.2, HP Sleep and Charge)(41)(42)(50) USB Type-A 3.1 Gen 1 (HP Sleep and Charge) HDMI Headphone-out/microphone-in combo jack

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Display	15.6-inch diagonal 4K(37) IPS eDP micro-edge Bright View WLED-backlit (3840 x 2160)					
Power Supply	90W AC adapter • 6-cell 79.2 WHr lithium-ion battery					
OS Support	Windows 08 & Higher versions					
Operating System	DOS					
Warranty	3 years comprehensive onsite warranty					
Total		Rs. 359,500.00				

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 Laptop to IBA.

3.3 Payment will be made after delivery and submission of invoice.

3.4 Performance Security 5% of total amount of Purchase Order will be provided by the party.

3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.

3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by SUPPLIER as per SRO/Notification.

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 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 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

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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 Galaxy Techno, 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 Galaxy Techno, 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.
- 8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Galaxy Techno, 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 Galaxy Techno, 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 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress 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". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 9.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

9.3 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.

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

9.5 All terms and conditions of tender vide # IT/19/18-19 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 Galaxy Techno

NAME: Mohammad Salman

CNIC # 42201-2648922-1

Address:

GC 07-09, Ground Floor, Techno City
Off. I. I. Chundrigar Road, Karachi

2. M. Ahsan Khan

CNIC# 42101-2950133-9

Address: Galaxy Techno.