

**PURCHASE AGREEMENT**

BETWEEN

**INSTITUTE OF BUSINESS ADMINISTRATION**

**AND**

**ARCPOINT TECHNOLOGIES**

**PROCUREMENT OF 10 Laptops**

**TENDER # IT/104/2015-16**





228  
11/5

Rs 28701



11-5-16  
OFFICE SUPERINTENDING  
Stamp Office, City Court  
Karachi

11 MAY 2016

11 MAY 2016

THIS AGREEMENT is entered into at Karachi on this 04<sup>th</sup> May 2016, by and BETWEEN:

Arcpoint Technologies, Suite No 809, 8<sup>th</sup> Floor Business and Finance Center I.I Chundrigar Road Karachi which expression "Arcpoint Technologies" shall include (where the context so permits) its successors-in-interest and assign) of the FIRST PART;

AND

The Institute of Business Administration, Karachi, an institution duly incorporated and existing under the laws of Pakistan, having its head office at University Road Karachi, (hereinafter referred to as "IBA" which expression shall include (where the context so admits) its successors-in-interest and assign) of the SECOND PART.

"IBA" and "Arcpoint Technologies" are hereinafter collectively referred to as the "Parties" and individually as "Party".

WHEREAS:

- A. Arcpoint Technologies is a HP PPS Tier1Partner and provides maintenance services for the said HP Probook Laptops 440 G3 thereof.
- B. IBA is a leading education service provider committed to providing training for leadership in Business and Public Sector Management and seeks hardware and software from, and services for or in relation to, the network equipment (as more particularly listed in Clause 3 herein below), under the terms & conditions set forth in this Agreement.

NOW THEREFORE in consideration of the mutual covenants hereinafter set out and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties have agreed as



1.2 Any Consumable is not included in the Bill of Quantity / Scope of Work but required Preventive maintenance services shall be provided by Arcpoint Technologies free of cost.

1.3 If any discrepancies are found in the specification of hardware or through the services deployed whilst this Agreement is subsisting, IBA shall have the right take any and all necessary legal action against Arcpoint Technologies (BOQ as Annex A).

1.1 **2. Installation Sites:**

Arcpoint Technologies shall install the said hardware and software and provide services to IBA at the following sites:

IBA  
Main Campus  
University Road  
Karachi

IBA  
City Campus  
Kiyani Shaheed Road  
Garden, Karachi

**3. Nature of Agreement:**

This Agreement shall include:

- 3.1 The delivery of HP Laptops Probook 440 G3 to the relevant installation site..
- 3.2 The Installations of Hardware at the aforementioned IBA installation sites.
- 3.3 Smooth Support Services for Hardware.
- 3.4 03 Years (During Business Hours 09AM to 06PM) for hardware.
- 3.5 In case the problem is not solved within the agreed timeframe (03 working days). *OK*

**4. Offices:**

Arcpoint Technologies has its Head Office in Karachi.

**5. Arcpoint Technologies Relationship with HP:**

Arcpoint technologies is Advanced Level Principle Partner, covers wide range of Principle Product Line.

**6. Cost of Hardware:**

6.1 Total price for hardware is Rs. 818,930.00 (C&F)- (i-e 10 units @ 81,893.01)  
(Eight Hundred Eighteen Thousand Nine Hundred Thirty only). *OK*

6.2 The said price excludes GST & Custom Duty Only.

**7. Delivery Schedule:**

7.1 Delivery lead times shall be based on prevailing government import policies and subject to clearance from US/Exporting country export control regulations.

7.2 If there are any restrictions on trade or import either by the Government of Pakistan or by the Government of the US/Exporting country, the delivery schedule shall be amended and intimated to IBA accordingly.

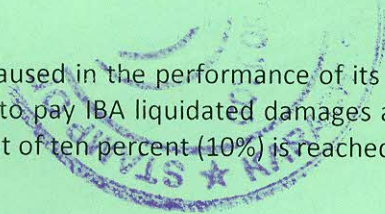
7.3 In normal conditions, delivery may be made within 12 weeks from the date of signing of Letter of Award (dated: \_\_\_\_\_).

**8. Delays:**

In the event of any delays caused in the performance of its obligations under this agreement, Arcpoint Technologies shall be liable to pay IBA liquidated damages amounting to two per cent (2%) per month up until an aggregate amount of ten percent (10%) is reached.

**9. Payment Schedule:**

9.1 Payment to Arcpoint Technologies shall be made through crossed cheque after the delivery and complete installation of the item and receipt of the invoice. Advance payment will ONLY be made





9.2 The total payment amount will be made after the complete delivery of the equipment. Subject to the submission of Performance Guarantee from the bidder to Finance department of IBA. (Performance Guarantee 10% of the contract value).

**10. Taxes and Duties:**

Arcpoint Technologies shall be responsible for the payment of all taxes, duties etc. incurred or accrued until the final delivery of the Goods or other obligations including services. Any increase in the rate/amount of Govt. taxes or levy shall be to the cost of Technology Partner; however, for any decrease in taxes duties and levy, the benefit will be Withholding tax shall be deducted from the supplier invoices as per the prevailing rates.

**11. Support Services Hardware:**

From expiry of 3 Year Warranty. New Support contract will be signed after mutual agreement and consent of IBA and the Arcpoint Technologies. Amount of the Contract will be additional 10 % for the SLA each year cost with Arcpoint Technologies & if IBA agree with the performance.

**12. Key Provision of Services Features:**

12.1 During Business Hours warranty and support on site with mutual agreed SLA response time.

12.2 Priority response within 4 hours response/ 8 hours resolution time and problem escalation as per mutually agreed SLA.

12.3 Telephonic response time will start within 30 minutes

12.4 Onsite response time for normal calls will be up to 2 - 4 business hours.

12.5. The response time for urgent/critical calls will be 2 business hours.

**13. Duration:**

The Parties agree that this Agreement shall have effect from \_\_\_\_\_, and shall effectively end on \_\_\_\_\_ (Warranty time will start from the date of Delivery Challan received in IBA, Karachi).

**14. Representations, Indemnity and Warranty:**

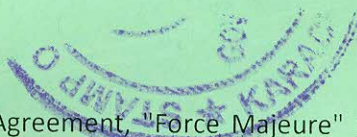
14.1 Arcpoint Technologies hereby represents and warrants that all services hereunder shall be provided bona fide and with the best possible efforts available under any circumstances and as per the international industry standards.

14.2 Arcpoint Technologies hereby states that it shall indemnify IBA for breach of this contract, whether in partial or whole, and shall be liable for all direct damages and expenses arising from any negligent or willful act. At no point shall such indemnification be deemed a waiver of other remedies available under relevant laws.

14.3 Arcpoint Technologies represents that the project and the terms agreed upon under this agreement shall function and operate with or without the involvement of any third party including (HP).

**15. Force Majeure:**

15.1 For the purposes of the Agreement "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Agreement impossible, and includes, but is not limited to, Acts of GOD, riots, civil disorder, earthquake, fire, explosion, storm, flood, unauthorized digging by various agencies or other adverse weather conditions, strikes, lockouts or other industrial action.





15.2.1 An event, which is caused by the negligence or willful action of a Party or its subcontractor;

15.2.2 An event which a diligent Party could reasonably have been expected to:

- (i) Have taken into account as at the date on which this agreement was signed, or
- (ii) Have avoided or overcome in the course of carrying out its obligations under this Agreement;

15.2.3 Force Majeure shall not include insufficiency of funds or circumstances arising from a failure to make any payment required by or under this Agreement.

15.3 The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or a default under this Agreement insofar as the inability arises from an event of Force Majeure, provided that the Party affected by that event has taken reasonable precautions, due care and attempted to put in place reasonable alternative arrangements all with the objective of carrying out the terms of this Agreement without delay.

15.4 Measures to be taken:

15.1 A Party affected by an event of Force Majeure shall take all reasonable measures to remove its inability to fulfill its obligations under this Agreement with a minimum of delay and shall notify the other Party in writing of the event concerned as soon as possible, and in any event not later than 7 (seven) Days following the occurrence of the event concerned, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of the Force Majeure.

#### **16. Extension of time:**

Any period, within which a Party must, pursuant to this Agreement, complete any action or task, shall be extended Day-for-Day up to a period equal to the time during which that Party was unable to perform such action as a result of Force Majeure.

#### **17. Consultation:**

Not later than 30 (thirty) Days after a Party has become unable to perform a material portion of the Services as the result of an event of Force Majeure, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstance.

#### **18. Confidentiality:**

18.1 The parties shall not, either during the term, or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Services, this Agreement, or business or operations without the prior written consent of the concerned party, unless such disclosure is required by law or regulation or such information has entered the contractor domain other than by a breach of this Agreement. The parties agree that it will use its best efforts to ensure that its subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this clause.

18.2 The parties shall not, either during the term, or after the expiration of this Agreement, disclose any proprietary or confidential information relating any of the parties' Services, this Agreement, or business or operations without the prior written consent of the concerned party, unless such disclosure is required by law or regulation or such information has entered the contractor domain other than by a breach of this Agreement. The parties agree that it will use its best efforts to ensure that its subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this clause.

18.3 Notwithstanding the provisions of the above paragraphs of this clause the Parties may require each other to sign a Confidentiality Agreement on a case-by-case basis before specific information can be made available.

#### **19. Governing Law and Jurisdiction / Arbitration:**





notification of such dispute shall be referred to arbitration. The arbitration proceeding shall be conducted in accordance with the Arbitration Act 1940. The arbitration shall be held at Karachi.

## **20. Failure to Perform:**

Notwithstanding any remedy that IBA may have against Arcpoint Technologies in terms of the Bank Guarantee referred to in clause 4 hereof, IBA shall have the right to forfeit the Products, or any of them, to claim damages from Arcpoint Technologies due to a failure on the part of Arcpoint Technologies to perform its obligations in accordance with the terms of this Agreement.

## **21. Notices:**

Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by courier or by facsimile transmission (such facsimile transmission notice to be confirmed by courier posted within twelve (12) hours) to the address or to the facsimile number of the other Party set out hereunder:

### **For IBA:**

Name : Mr.Imran Batada  
Head of ICT  
Address : IBA City Campus,  
**Kiyani Shaheed Road**, Garden, Karachi.  
Fax No. : 021-99215528

### **For Arcpoint Technologies**

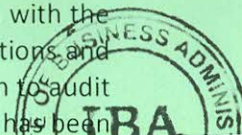
Name : Mr. Sadiq Sayani  
CEO  
Address : Arcpoint Technologies  
Suite #809, 8<sup>th</sup> Floor Business and Finance Center, Karachi  
Fax # : 021 -32463764

## **22. Conflict of Interest:**

No director, employee, agent or any other tier of representative(s) of either party or its subcontractor shall give to or receive from any director, employee, agent or any other tier of representative(s) of the other party any commission, fee, rebate, or any gift or entertainment of significant cost or value in connection with the negotiation, settlement, finalization or performance of any agreement, or enter into any business arrangement with any director, employee or agent of the other party, without prior written notification thereof to that party. In case of disregard and/or violation the violating party shall promptly notify to the other party of any violation and/or any consideration received as a result of such violation. Additionally, if any violation has already occurred prior to the date of this Agreement resulting directly or indirectly in the consent of the other party to enter into this Agreement with the violating party, the other party may, at its/his sole option, terminate this Agreement at any time. Neither any party nor its employees, agents, subcontractors nor any other tier of representatives shall make any payment or give anything of significant value to any official of any government or public international organization, including any officer or employee of any government department or agency to influence his or its decision, or to gain any other advantage for the other party in connection with the performance of this Agreement. In case of violation the violating party shall immediately notify to the other party of any such violation and shall immediately reimburse the other party out of any or all monies paid by the other party to the violating party, an amount equal to the amount of the payment or the value of gift to the government official which gives rise to such violation. In the event of any violation each party may also, at its sole option, terminate this Agreement at any time.

## **23. Record Retention and Right to Audit:**

IBA shall ensure that it and its Representatives maintain true and correct records in connection with the services to be performance/goods to be supplied under the Agreement and all related transactions and retain all such records for at least 12 months after termination of this Agreement for any reason to audit any and all records of IBA and its Representative for the purpose of determining whether there has been compliance with the this Agreement.





24.1 Any of the Parties shall have the right to terminate this Agreement upon serving 30 days written notice on the other Party at any time for failure of other Party to comply with the terms of this Agreement. In addition to that, IBA shall have the right to terminate this Agreement without assigning any reason upon serving 30 days' notice on Arcpoint Technologies.

24.2 The Parties agree that the Services will be held in abeyance if the payment which is due is delayed for 45 days.

**25. Regulatory Compliance:**

The parties acknowledge and agree that both shall comply with all the international and national laws that are applicable to the parties under this agreement. Arcpoint Technologies shall indemnify IBA for all losses, damages and other expenses incurred by Arcpoint Technologies due to the breach of such compliance

**25.2 Changes in Law and Regulations:**

In the event of any change in Law, Regulation or Policy, which is prejudicial to the business interest of the parties involved, the parties shall have the right to terminate this agreement without further liabilities.

**26. Indemnification:**

It is hereby agreed that Arcpoint Technologies shall indemnify IBA, its employees, agents, officials in case they suffer any loss and/or damages due to the negligence of the of Arcpoint Technologies while providing its services under this Agreement.

**27. Entire Agreement:**

The Contract constitutes the entire agreement between the IBA and the Arcpoint Technologies is superseding all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

**28. Variation:**

No variation of this Agreement shall be valid unless it is in writing and signed by both Parties to the Agreement.

**29. Unenforceability of Provisions:**

The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement which shall continue in full force and effect in accordance with its terms.

**30. Counterparts:**

This Agreement may be executed in two counterparts, and each such counterpart shall be deemed as valid and original. However, all such counter parts shall be considered as one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have set their respective hands on the day and year first above written.

  
For and on Behalf of Arcpoint Technologies

Name: SADIQ SAYANI

Designation: CEO

  
For and on Behalf of IBA Karachi

Name:

Designation:





Witnesses-1:

1) Signature

Name: ZAHID MUSHTAQ  
Address: B-65 BLOCK 10  
GULSHAN-E-ROBAT KARACHI

Witnesses-2:

2) Signature

Name: ASTAD ARAN  
Address: 15A Mai Campus

**Important Note:** The Purchase Order issue subject to the delivery of the following certificates/undertaking from the Vendor. The lists of all certificates are already mail to you.

1. BOQ
2. SLA
3. Integrity Pact

Annexure – A

Technical (BOQ):

S.No.	ITEM	DESCRIPTION
1a	Model	HP Probook 440 G3 Ci7-6500U
	Processor	Intel® Core™ i7-6500U Processor (4M Cache, 2.5GHz up to 3.10 GHz)
	RAM	8GB (1x8GB) 2133 DDR4L RAM
	HDD	500GB 7200RPM SATA HDD
	Display	14 LED FHD SVA AG f/CAM 1Ant
	LAN	Realtek RTL8723BE bgn 1x1 +BT 4.0LEWW
	Webcam	WEBCAM Integrated 720p HD
	FPR	No Fingerprint Reader
	Cell	6 Cell 55 WHr Long Life
	Adapter	45 Watt Smart nPFC AC Adapter
	Pwr Cord	C5 1.8m Power Cord
	Mouse	HP USB Mouse
	DOS	Free DOS
	Case	HP Essential Top Load Case
	Warranty	3 Years Warranty

