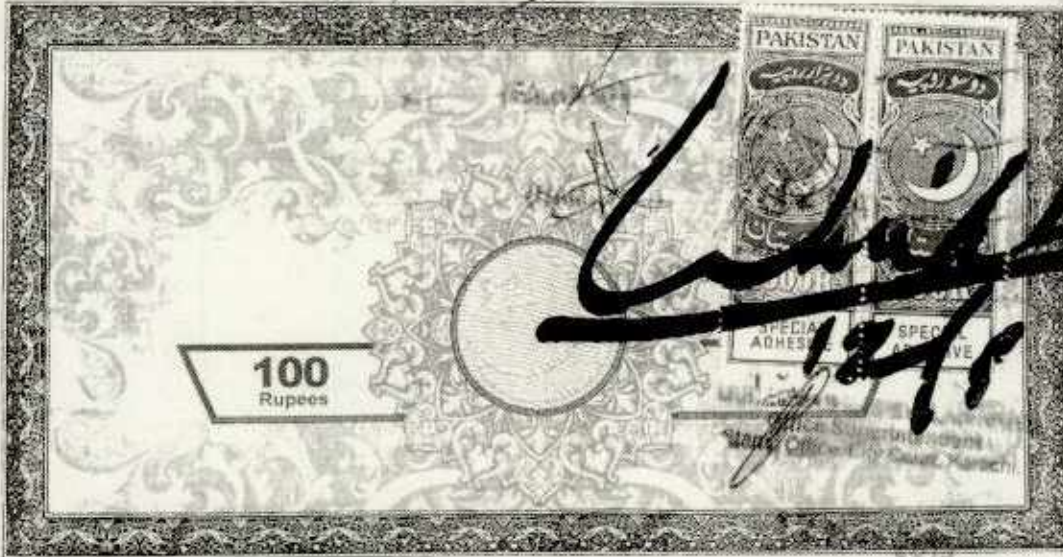


2000/

330



19373 24 FEB 2015

A.B.M.
2

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made at Karachi on the 12th Day of May 2015 between:



INSTITUTE OF BUSINESS ADMINISTRATION KARACHI (IBA), having its Main Campus at University Road, Karachi, Pakistan (hereafter called the "Employer") of the one part,

and

[ABM DATA SYSTEMS (PVT) LTD], a company incorporated in Pakistan and having its principal offices at [Safety pride, CL-7/18/16, Opp. F.G. Public School Dr. Daud Pota Road, Karachi-74400 Pakistan] (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works (**Supply of ORIGINAL EPSON MULTIMEDIA PROJECTORS, Model EB-1975W**) 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 therein.

NOW this Agreement witnesseth as follows:

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 letter of Acceptance (attached Dated : 30th April, 2015);
- c) The completed Form of Bid, Attached
- d) The General Conditions - already available in the SBD : attached


provisions of the Contract.

4. The Employer 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.
5. The Contract sum for the Works ("Contract Price") is Rs.720,000/- (C&F) of Quantity as mention in the tender 02 Multimedia projectors IT/80/2014-15.

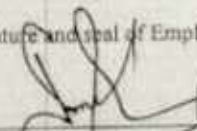

Other Terms & Conditions:

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 through crossed cheque after the receipt of the bill and delivery of the above item.
4. General Sales Tax will be paid on applicable items only.
5. Penalty at the rate of 2% per month on actual will be imposed on delayed delivery.
6. No increase in the value of above mentioned items will be accepted on account of either unit price, total price, any and all other charges, duties, taxes, scope of supply and / or any other head of account shall not be allowed.
7. In case of any increase in taxes, the IBA would not be responsible. But if any tax is reduced, the IBA should get its benefit.
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 should be submitted to Finance Department. Along with all custom related documents.
10. Advance Payment subject to Bank Guarantee.
11. Warranty : STD 3 year comprehensive except consumables items
12. Submit the security deposit of a sum of 5% of the total purchase value in Finance Dept.
13. Preventative Services allowed as and when required bases by IBA Karachi
14. Delivery Time is of 08 weeks from the signing & acceptance of this agreement by the vendor.

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.

Seal of the Contractor

ABC DATA SYSTEMS (PVT)
LIMITED

Signature and seal of Employer



INSTITUTE OF BUSINESS
ADMINISTRATION KARACHI

Signed, Sealed and Delivered in the presence of:

14 May 2015



**Institute of
Business Administration
Karachi**

Leadership and Ideas for Tomorrow

Ref: IT/80/2014-15

Dated 30-04-2015

M/s ABM DATA SYSTEMS (Pvt) Ltd
Head Office, ABM Terrace, Safety Pride.
Opp. F.G Public School, Dr.Daud Pota Road, Karachi
Tel:111-147-147
Fax: 35681361

Attn: Mr.Zeeshan

Sub: **INSTITUTE OF BUSINESS ADMINISTRATION – KARACHI**
(Procurement of Multimedia (Epson Eb-1975W), KARACHI
"LETTER OF AWARD"

Dear Mr. Zeeshan,

This is in reference to your bid submitted on 05-03-2015 for the subject work. The Management is pleased to inform you that your bid has been approved for award of subject work to your firm at price of **Rs.720,000/- (C&F)** for 02 multimedia.

This letter of award is based on the following documents and following terms and conditions, which form its part thereof and are the governing documents of the contract:

- a. Tender Documents
- b. Priced Bill of Quantity
- c. Tender Drawings.(If apply)
- d. Your bid letter submitted on 05-03-2015
- e. Delivery Time : 10weeks from the receiving date of this LOA.

All other Technical and contractual matters are as per Tender Documents and Drawings.

You are advised to please return the duplicate copy of this Letter of Award duly signed as an acknowledgment of its receipt as well as your unqualified acceptance of the same.

Thanking you,

Imran Batada
Head of ICT


Received and Accepted on behalf of M/s


Bill of Quantity / Specifications:

1. MMP for Main Campus auditorium

Technology	
Projection System	3LCD Technology, RGB liquid crystal shutter
IMAGE	
Color Light Output	7,000 Lumens or higher
White Light Output	7,000 Lumens or higher
Resolution	WUXGA (1920*1200) or higher
Aspect ratio	16:10 or higher
Contrast Ratio	5,000:1 or higher
Lamp life (full mode)	2,000 hrs or higher
Lamp life (eco. mode)	4,000 hrs or higher
Keystone Correction	Digital vertical: +30°, horizontal +30°
OPTICAL	
Zoom	Motorized
Projection Size	40 inches – 400 inches
Projection Distance Wide	30 m (300 inch screen)
Projection Distance Tele	42.5m (300 inch screen)
Focus	Motorized
Telephoto Lens	Required
CONNECTIVITY	
Interfaces	Cinch audio in, VGA in, RS-232C, HDMI in, DisplayPort, S-video in, VGA out, Stereo mini jack audio out, stereo mini jack audio in (4X), Composite in, Ethernet interface (100 Base-TX/10 Base-T), BNC in, Wireless LAN IEEE 802.11b/g/n (optional)
ADVANCED FEATURES	
Quantity	01
OTHER	
Warranty	Complete three years with parts and services



2. MMP for AMAN Tower seminar rooms

Technology	
Projection System	3LCD Technology, RGB liquid crystal shutter
IMAGE	
Color Light Output	5,000 Lumens
White Light Output	5,000 Lumens
Resolution	WXGA (1024*768) or higher
Aspect ratio	16:10 or higher
Contrast Ratio	10,000:1 or higher
Lamp life (full mode)	3,000 hrs or higher
Lamp life (eco. mode)	4,000 hrs or higher
Keystone Correction	Digital vertical: +30°, horizontal +30°
OPTICAL	
Zoom	Manual
Projection Size	30 inches – 300 inches



Focus	Manual
CONNECTIVITY	
Interfaces	VGA in, RS-232C,HDMI in, DisplayPort, S-video in, VGA out, Stereo mini jack audio out, stereo mini jack audio in (4X), Composite in, Ethernet interface (100 Base-TX/10 Base-T), BNC in, Wireless LAN IEEE 802.11b/g/n (optional)
ADVANCED FEATURES	
Quantity	02
OTHER	
Warranty	Complete three years with parts and services

3. VGA splitter

Type	Active, external powered
Video Input Connectors	2
Video input switching	external, movable, wired switch
Video Output Connectors	4
Connector type	HD15
Max Resolution	1920x1440
Signal Type	VGA, SVGA, XGA, WXGA, WUXGA, Multisync
Quantity	50
Warranty	Complete three years with parts and services

- IBA reserves the right to alter the required quantity of items as necessary.
- IBA Karachi is exempted from GST. Vendor is requested to provide the prices on C&F basis. At the time of payment vendor is responsible to provide the copies of GD, packing list, airway bill, bill of lading. (Please fill the price sheet Annexure-C mandatory) only for item # 1,2.
- Payment will be made after the complete delivery of the hardware in IBA.
- Selection will be made item wise. So please provide the prices item wise.



95710 - 1-550

PURCHASE AGREEMENT

BETWEEN

INSTITUTE OF BUSINESS ADMINISTRATION

AND

ARCPOINT TECHNOLOGIES



M. HASHIM STAMP VENDOR

Licence # 126, Shop # 49
Rauq Center, Karachi

05955 DATE: 02 MAY 2015

ISSUED TO WITH ADDRESS NO. _____
THROUGH WITH ADDRESS NO. Muhammad Khalid Khan (Advocate)
PURPOSE: _____ KBA No: 1719
VALUE RS. _____
STAMP VENDOR SIGNATURE: 
"Not Use For Free Will & Divorce Purpose"

Office Superintendent
Municipal Office, City Court, Karachi.

07 MAY 2015

THIS AGREEMENT is entered into at Karachi on this 30th day of April 2015, by and BETWEEN:

Arcpoint Technologies, Suite No 809, 8th 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 PTier1Partner and provides maintenance services for the said LJ Printers A3hardware 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.



1. Scope of Service:

- 1.1 Arcpoint Technologies will provide hardware A3 size HP new printers to 'IBA'. Maintenance services will only be offered to the hardware and software products are not applicable on it.
- 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 an HP LJ A3Size Printers M712DN 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).

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. 2,621,300/(C&F)- (i-e 11 units @ 238,300/-)
(Two Million Six hundred twenty one thousand and three hundred only).

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

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 against Bank Guarantee an A Rated bank of the same amount.

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 05% 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 19 % 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 30th April 2015, and shall effectively end on 24th April 2018 (Warranty time will start from the date of Delivery Challan received in IBA, Karachi).

14. Representations, Indemnity and Warranty:

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, war, 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 Force Majeure shall not include:

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:

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:

If any disputes, controversies or differences arise between the parties arising out of or in connection with this Agreement. All such disputes that are not settled amicably within 10 days from the date of 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:

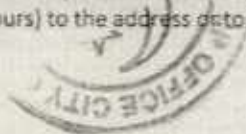
Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by courier or by facsimile transmission (such facsimile transmission notice to be confirmed by courier posted within twelve (12) hours) to the address or to the facsimile number of the other Party set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

For IBA:

Name : Mr.Imran Batada
Head of ICT

Address : IBA City Campus,
Kiyani Shaheed Road, Garden, Karachi.

Fax No.: 021-99215528



[Handwritten signature]

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 counter part 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

For and on Behalf of IBA Karachi



Name: SADIQ SAYANI

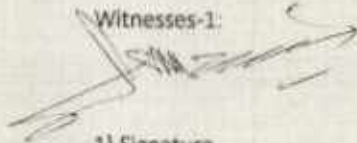
Name: 

12 May 2015

Designation: CEO

Designation:

Witnesses-1:



1) Signature

Witnesses-2:

2) Signature

Name:

Qazi N.A. Jamil

Name:

Address:

A, 489 - Block No 1
Gulshan-e-Iqbal
Karachi

Address:

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



For Arcpoint Technologies

Name : Mr. Sađiq Sayani
CEO

Address : Arcpoint Technologies
Suite #809, 8th 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. Termination:

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



[Handwritten signature]

Annexure - A

Technical (BOQ):

S.No.	CODE	DESCRIPTION	QTY
1	CF236A	HP LASERJET ENTERPRISE A3 SIZE PRINTER MODEL: M712DN Print speed (black):1 Up to 40 ppm (Letter) Print resolution: Best: Up to 1200 x 1200 dpi; Normal: HP FastRes 1200 (1200 dpi effective quality),600 dpi with HP Resolution Enhancement technology 1200 Standard connectivity: 2 Hi-Speed USB 2.0, 1 Hi-Speed USB 2.0 Device, 1 Gigabit Ethernet 10/100/1000 Base-T, 1 Hi-Speed USB 2.0 Easy Access Walkup Port, 1 Hardware Integration Pocket (HIP) Duty cycle: Up to 100,000 pages Paper handling: 100-sheet multipurpose tray, 2 x 250-sheet input trays, 500-sheet input tray (only on M712xh), 250-sheet output bin Mobile printing capability: HP ePrint, Apple AirPrint™, Processor:800 MHz , Memory : 512 MB *2=1GB memory 13 HP High Performance Secure Hard Disk, Warranty: 3YEARS WARRANTY.	11


[Handwritten signature]



Institute of
Business Administration
Karachi

Leadership and Ideas for Tomorrow

Dated: May 12, 2015

Mr. Junaid Ahmed
Manager (Enforcement – II)
SPPRA, Karachi.

Subject: NIT Ref No: IT/75/2014-15(SPPRA Sr.No-22836)

Ref of our letter dated May 04, 2015

Dear Sir/Madam,

In the compliance of SPPRA rule 50, you are requested to please upload the following details on SPPRA website.

- 1- Copy of the Purchase Agreement.

Please note that all other documents already submitted to SPPRA office on dated May 04, 2015

Thanking you in anticipation.

Sincerely yours

Manager Procurement ICT



1510-1-2008

PURCHASE AGREEMENT

BETWEEN

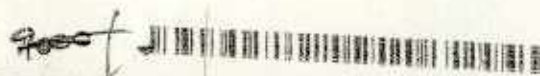
INSTITUTE OF BUSINESS ADMINISTRATION

AND

ARCPOINT TECHNOLOGIES

E079771

15/2
11/11/15 9100/1



M. HASHIM STAMP VENDOR

Licence # 126, Shop # 48
Ruhani, Karachi

05955 02 MAY 2015

ISSUED TO WITH ADDRESS MR. _____
THROUGH WITH ADDRESS MR. Muhammad Khalid Khan (Advocate)
PURPOSE _____ XBA No: 1719
VALUE RS _____
STAMP VENDOR SIGNATURE _____
Not Use For Free Will & Divorce Purpose

Office Superintendents
Stamp Office, City Court, Karachi

07 MAY 2015

THIS AGREEMENT is entered into at Karachi on this 30TH day of April 2015, by and BETWEEN:

Arcpoint Technologies, Suite No 809, 8th 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 PTier1Partner and provides maintenance services for the said LJ Printers A hardware 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





Institute of
Business Administration
Karachi

Leadership and Ideas for Tomorrow

OFFICE

MAILING REQUEST

Please mail the following official letter by **TCS / ORDINARY / REGISTRY**

S.No.	Address	Contents	Consignment Note No.
01.	Amanullah SPPRA Bungalow & Secretariat 4A Court Road Karachi. Tel: 92-21-99205369	PO-IT/80	

[Handwritten Signature]
14/5/15

Date: 14-5-15

Request by Name:

ASJAD

Signature:

AS



Institute of
Business Administration
Karachi

Leadership and Ideas for Tomorrow

Dated: May 14, 2015

Mr. Junaid Ahmed
Manager (Enforcement – II)
SPPRA, Karachi.

Subject: NIT Ref No: IT/80/2014-15(SPPRA Sr.No-22836)

Ref: Our letter dated May 07, 2015

Dear Sir/Madam,

With the reference of our letter dated May 07, 2015. In the compliance of SPPRA rule 50, please find the copy of the purchase agreement rest of the documents already forwarded to SPPRA office.

Thanking you in anticipation.

Sincerely yours

Asjad
14/May/15
Manager Procurement ICT



Institute of
Business Administration
Karachi

Leadership and Ideas for Tomorrow

Ref: IT/80/2014-15
M/s New Tech Computers
Suite # 13, 3rd Floor, Sasi Arcade, Block 7,
Clifton, Karachi
Tel: 021-35863213-14

Dated 23-05-2015

Attn: Mr. Riaz

Sub: INSTITUTE OF BUSINESS ADMINISTRATION – KARACHI
(Procurement of VGA Splitters)
"LETTER OF AWARD"

Dear Mr. Riaz,

This is in reference to your bid submitted on 05-03-2015 for the subject work. The Management is pleased to inform you that your bid has been approved for award of subject work to your firm at price of Rs.783,060/- (Inclusive of GST) for 58 VGA Splitters at the unit price with gst IS Rs.13,051/-


This letter of award is based on the following documents and following terms and conditions, which form its part thereof and are the governing documents of the contract.

- a. Tender Documents
- b. Priced Bill of Quantity
- c. Tender Drawings (if apply)
- d. Your bid letter submitted on 05-03-2015
- e. Delivery Time: 10 Weeks days from the receipt of this LOA.

All other Technical and contractual matters are as per Tender Documents and Drawings.

You are advised to please return the duplicate copy of this Letter of Award duly signed as an acknowledgment of its receipt as well as your unqualified acceptance of the same.

Thanking you,


Imran Batada
- Head of IET


Received and Accepted on behalf of



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. Institute of Business Administration , Karachi
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Procurement of High End Multimedia
- 4) TENDER NUMBER IT/80/2014-15
- 5) BRIEF DESCRIPTION OF CONTRACT Procurement of High End Multimedia
- 6) FORUM THAT APPROVED THE SCHEME Purchase Committee
- 7) TENDER ESTIMATED VALUE PKR 2,025,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 10 weeks from the date of PA
- 10) TENDER OPENED ON (DATE & TIME) 05-03-2015 / 11:30AM
- 11) NUMBER OF TENDER DOCUMENTS SOLD Free of Cost available on IBA website
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02 (For Multimedias) 03 (For VGA splitters)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS All presents
- 14) BID EVALUATION REPORT
(Enclose a copy) _____
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER ABM DATA SYSTEM, NEW TECH COMPUTER
- 16) CONTRACT AWARD PRICE PKR 720,000/- C&F[Multimedia], PKR 756,958/- [VGA SPLIT]
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
M/s. ABM DATA SYSTEMS PVT LTD [Multimedia]
M/s. NEW TECH COMPUTERS [VGA SPLITERS]
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE YES Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.

EMERGENCY, DIRECT CONTRACTING, ETC. WITH PRICE BE LOWE.

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA 22836
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Dawn Jang Daily Pak
No	

22) NATURE OF CONTRACT

Domestic/Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
----------------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	

Signature & Official Stamp of
Authorized Officer

Imran Batada


June 01/2015

Imran Batada
Head of ICT

Institute of Business Administration
Karachi Pakistan

FOR OFFICE USE ONLY



**Institute of
Business Administration
Karachi**

Leadership and Ideas for Tomorrow

Revised WORK ORDER

Revised work Order with revised Quantity

To : M/s. New Tech Computer
 Order No : IT/80/2014-15
 Date of Issue : **May 26, 2015**
 Date of Delivery: (Vendor will supply IBA Karachi within 10 weeks from the Receiving Date of This order)
 Place of Delivery : Main Campus, IBA
 Total Amount : **Rs. 756,958/- with all applicable taxes only.**
 Seven lac fifty six thousand nine hundred Fifty Eight Only

Sr	Description	Qty	Rate	Amount
01	VGA Splitters Switch eKL-214R (2 Video Input & 4 Output With Remote Control) With 3 years Warranty	58	11,154.7	646,972.6
Total				516,972.6
GST Amount				169,985.34
Total with GST				756,958

Terms & 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 through crossed cheque after the receipt of the bill and delivery of the above item.
4. General Sales Tax will be paid on applicable items only.
5. Penalty at the rate of 2% per month on actual will be imposed on delayed delivery.
6. No increase in the value of above mentioned items will be accepted on Account of either unit price, total price, any and all other charges, duties, Taxes, scope of supply and / or any other head of account shall not be allowed.
7. In case of any increase in taxes, the IBA would not be responsible. But if any tax is reduced, the IBA should get its benefit.
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 should be submitted to Finance Department.
10. Advance Payment subject to Bank Guarantee.
11. Warranty of the VGA splitters with remote is 3years with services & parts replacement free of cost. Vendor also bound to submit the Performance Security 05% against this order.
12. Specs already mentioned in your quote dated 4-3-2015 quote # 120 attached.

IBA

Institute of
Business Administration
Karachi



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Dated: May 7, 2015

Mr. Junaid Ahmed
Manager (Enforcement – II)
SPPRA, Karachi.

Subject: NIT Ref No: IT/80/2014-15(SPPRA Sr.No-22836)


Dear Sir/Madam,

In the compliance of SPPRA rule 50, you are requested to please upload the following details on SPPRA website.

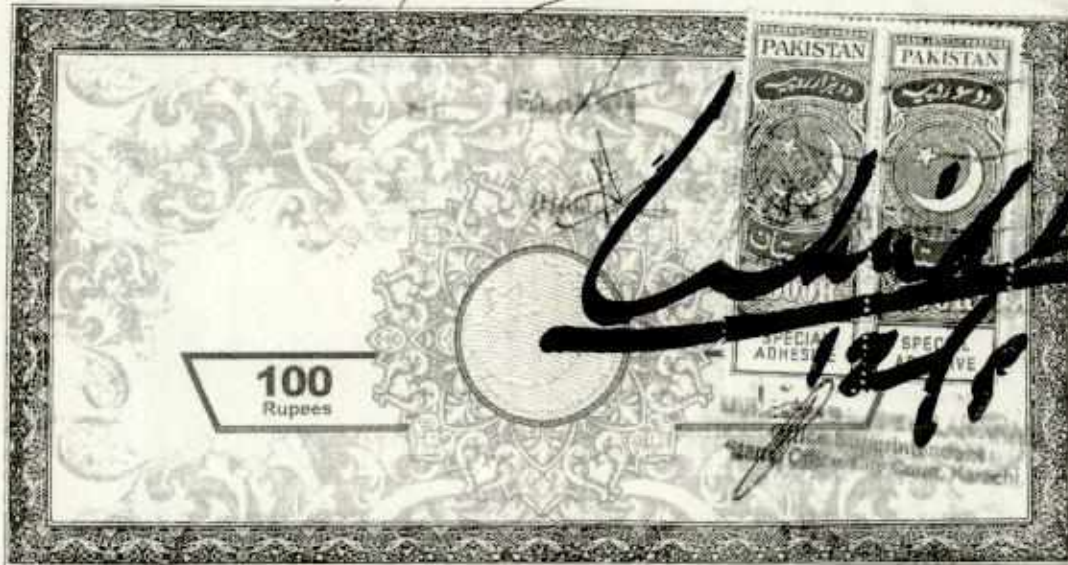
- 1- Copy of Bid Evaluation report.
- 2- Copy of Contract Form SPPRA.
- 3- Copy of LOA. (Purchase Agreement is in process and soon deliver to you)
- 4- Copy of Bill of Quantity.

Thanking you in anticipation.

Sincerely yours


Manager Procurement ICT

2000/ 930



19373
A.B.M.
2

NOBLET AIR MAIL VENUE 24 FEB 2015

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made at Karachi on the **12th Day of, May 2015** between:

INSTITUTE OF BUSINESS ADMINISTRATION KARACHI (IBA), having its Main Campus at University Road, Karachi, Pakistan (hereafter called the "Employer") of the one part;

and

[ABM DATA SYSTEMS (PVT) LTD], a company incorporated in Pakistan and having its principal offices at [Safety pride,CL-7/18/16, Opp. F.G. Public School Dr. Daud Pota Road, Karachi-74400 Pakistan] (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works (Supply of ORIGINAL EPSON MULTIMEDIA PROJECTORS, Model EB-1975W) 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 therein.

NOW this Agreement witnesseth as follows:

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 letter of Acceptance (attached Dated : 30th April, 2015);
 - c) The completed Form of Bid; Attached
 - d) The General Conditions – already available in the SBD ; attached
 - e) The priced Bill of Quantities
3. In consideration of the sums to be paid by the Employer to the Contractor as mentioned in the Contract Documents, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the

provisions of the Contract.

4. The Employer 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.
5. The Contract sum for the Works ("Contract Price") is Rs.720,000/- (C&F) of Quantity as mention in the tender 02 Multimedia projectors IT/80/2014-15.

Other Terms & 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 through crossed cheque after the receipt of the bill and delivery of the above item.
4. General Sales Tax will be paid on applicable items only.
5. Penalty at the rate of 2% per month on actual will be imposed on delayed delivery.
6. No increase in the value of above mentioned items will be accepted on account of either unit price, total price, any and all other charges, duties, taxes, scope of supply and / or any other head of account shall not be allowed.
7. In case of any increase in taxes, the IBA would not be responsible. But if any tax is reduced, the IBA should get its benefit.
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 should be submitted to Finance Department. Along with all custom related documents.
10. Advance Payment subject to Bank Guarantee.
11. Warranty - STD 3 year comprehensive except consumables items
12. Submit the security deposit of a sum of 5% of the total purchase value in Finance Dept.
13. Preventative Services allowed as and when required bases by IBA Karachi
14. Delivery Time is of 08 weeks from the signing & acceptance of this agreement by the vendor.

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.


Seal of the Contractor
ABADIA SYSTEMS (PVT)
LIMITED

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)


Signature and seal of Employer

INSTITUTE OF BUSINESS
ADMINISTRATION KARACHI

14 May 2015
Witness:

(Name, Title and Address)



**Institute of
Business Administration
Karachi**

Leadership and Ideas for Tomorrow

Ref: IT/80/2014-15

Dated 30-04-2015

M/s ABM DATA SYSTEMS (Pvt) Ltd
Head Office, ABM Terrace, Safety Pride.
Opp. F.G Public School, Dr.Daud Pota Road, Karachi
Tel:111-147-147
Fax: 35681361

Attn: Mr.Zeeshan

Sub: **INSTITUTE OF BUSINESS ADMINISTRATION – KARACHI**
(Procurement of Multimedia (Epson Eb-1975W), KARACHI
"LETTER OF AWARD"

Dear Mr. Zeeshan,

This is in reference to your bid submitted on 05-03-2015 for the subject work. The Management is pleased to inform you that your bid has been approved for award of subject work to your firm at price of **Rs.720,000/- (C&F)** for 02 multimedia.


This letter of award is based on the following documents and following terms and conditions, which form its part thereof and are the governing documents of the contract:


- Tender Documents
- Priced Bill of Quantity
- Tender Drawings.(If apply)
- Your bid letter submitted on 05-03-2015
- Delivery Time : 10weeks from the receiving date of this LOA.

All other Technical and contractual matters are as per Tender Documents and Drawings.

You are advised to please return the duplicate copy of this Letter of Award duly signed as an acknowledgment of its receipt as well as your unqualified acceptance of the same.

Thanking you,


Imran Batada
Head of ICT


Received and Accepted on behalf of M/s



Bill of Quantity / Specifications:

1. MMP for Main Campus auditorium

Technology	
Projection System	3LCD Technology, RGB liquid crystal shutter
IMAGE	
Color Light Output	7,000 Lumens or higher
White Light Output	7,000 Lumens or higher
Resolution	WUXGA (1920*1200) or higher
Aspect ratio	16:10 or higher
Contrast Ratio	5,000:1 or higher
Lamp life (full mode)	2,000 hrs or higher
Lamp life (eco. mode)	4,000 hrs or higher
Keystone Correction	Digital vertical: +30°, horizontal ±30°
OPTICAL	
Zoom	Motorized
Projection Size	40 inches – 400 inches
Projection Distance Wide	30 m (300 inch screen)
Projection Distance Tele	42.5m (300 inch screen)
Focus	Motorized
Telephoto Lens	Required
CONNECTIVITY	
Interfaces	Cinch audio in, VGA in, RS-232C, HDMI in, DisplayPort, S-video in, VGA out, Stereo mini jack audio out, stereo mini jack audio in (4X), Composite in, Ethernet interface (100 Base-TX/10 Base-T), BNC in, Wireless LAN IEEE 802.11b/g/n (optional)
ADVANCED FEATURES	
Quantity	01
OTHER	
Warranty	Complete three years with parts and services



2. MMP for AMAN Tower seminar rooms

Technology	
Projection System	3LCD Technology, RGB liquid crystal shutter
IMAGE	
Color Light Output	5,000 Lumens
White Light Output	5,000 Lumens
Resolution	WXGA (1024*768) or higher
Aspect ratio	16:10 or higher
Contrast Ratio	10,000:1 or higher
Lamp life (full mode)	3,000 hrs or higher
Lamp life (eco. mode)	4,000 hrs or higher
Keystone Correction	Digital vertical: +30°, horizontal ±30°
OPTICAL	
Zoom	Manual
Projection Size	30 inches – 300 inches



Focus	Manual
CONNECTIVITY	
Interfaces	VGA in, RS-232C, HDMI in, DisplayPort, S-video in, VGA out, Stereo mini jack audio out, stereo mini jack audio in (4X), Composite in, Ethernet Interface (100 Base-TX/10 Base-T), BNC in, Wireless LAN IEEE 802.11b/g/n (optional)
ADVANCED FEATURES	
Quantity	02
OTHER	
Warranty	Complete three years with parts and services

3. VGA splitter

Type	Active, external powered
Video Input Connectors	2
Video input switching	external, movable, wired switch
Video Output Connectors	4
Connector type	HD15
Max Resolution	1920x1440
Signal Type	VGA, SVGA, XGA, WXGA, WUXGA, Multisync
Quantity	50
Warranty	Complete three years with parts and services

- IBA reserves the right to alter the required quantity of items as necessary.
- IBA Karachi is exempted from GST. Vendor is requested to provide the prices on C & F basis. At the time of payment vendor is responsible to provide the copies of GD, packing list, airway bill, bill of lading. (Please fill the price sheet **Annexure-C** mandatory) only for item # 1,2.
- Payment will be made after the complete delivery of the hardware in IBA.
- Selection will be made item wise. So please provide the prices item wise.



15710-1500
7/17/51

PURCHASE AGREEMENT

BETWEEN

INSTITUTE OF BUSINESS ADMINISTRATION

AND

ARCPOINT TECHNOLOGIES

Handwritten marks and ink smudges.



M. HASHIM STAMP VENDOR
Licence # 128; Sncp # 48
Ruhani, Karachi
02 MAY 2015
ST. NO. 05955 DATE
ISSUED TO WITH ADDRESS: M. Hashim
THROUGH WITH ADDRESS: Muhammad Khalid Khan (Advocate)
PURPOSE: KBA No: 1719
STAMP VENDOR SIGNATURE: *[Signature]*
Not Use For Free Will & Divorce Purpose

[Signature]
Office Superintending
Stamp Office, City Court, Karachi.

07 MAY 2015

THIS AGREEMENT is entered into at Karachi on this 30th day of April 2015, by and BETWEEN:

Arcpoint Technologies, Suite No 809, 8th 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 PTier1Partner and provides maintenance services for the said LJ Printers A;hardware 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 under:

[Signature]
[Signature]
Circular stamp: INSTITUTE OF BUSINESS ADMINISTRATION KARACHI

1. Scope of Service:

- 1.1 Arcpoint Technologies will provide hardware A3 size HP new printers to 'IBA'. Maintenance services will only be offered to the hardware and software products are not applicable on it.
- 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 an HP LJ A3Size Printers M712DN 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).

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.

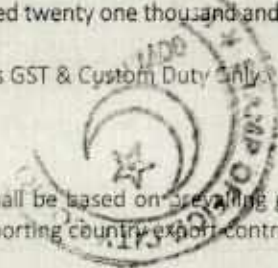
6. Cost of Hardware:

6.1 Total price for hardware is Rs. 2,621,300/(C&F)- (i.e 11 units @ 238,300/-)
(Two Million Six hundred twenty one thousand and three hundred only).

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 against Bank Guarantee an A Rated bank of the same amount.

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 05% 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 19 % 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.

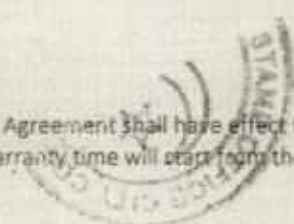
13. Duration:

The Parties agree that this Agreement shall have effect from 30th April 2015, and shall effectively end on 24th April 2018 (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, war, 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 Force Majeure shall not include:

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 agrees 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:

If any disputes, controversies or differences arise between the parties arising out of or in connection with this Agreement. All such disputes that are not settled amicably within 10 days from the date of 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:

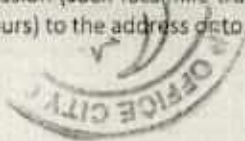
Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by courier or by facsimile transmission (such facsimile transmission notice to be confirmed by courier posted within twelve (12) hours) to the address or to the facsimile number of the other Party set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

For IBA:

Name : Mr. Imran Batada
Head of ICT

Address : IBA City Campus,
Kiyani Shaheed Road, Garden, Karachi.

Fax No.: 021-99215528



[Handwritten signature]

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 counter part shall be deemed as valid and original. However, all such counter parts shall be considered as one and the same Agreement.



The bottom right corner of the document features a handwritten signature in black ink. To the right of the signature is a circular stamp with the text "ARCPOINT TECHNOLOGIES" around the perimeter and "2017" in the center. The stamp is partially obscured by the signature.

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

For and on Behalf of IBA Karachi



Name: SADIQ SAYANI

Name:

[Handwritten Signature]
12 May 2015

Designation: CEO

Designation:

Witnesses-1:

Witnesses-2:

[Handwritten Signature]

1) Signature

2) Signature

Name:

Qazi Najamuddin

Name:

Address:

*A, 489 - Block No 1
Gulshan-e-Iqbal
Karachi*

Address:

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



For Arcpoint Technologies

Name : Mr. Sadiq Sayani
CEO

Address : Arcpoint Technologies
Suite #809, 8th 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. Termination:

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



[Handwritten signature]

Annexure – A

Technical (BOQ):

S.No.	CODE	DESCRIPTION	QTY
1	CF236A	<p>HP LASERJET ENTERPRISE A3 SIZE PRINTER MODEL: M712DN</p> <p>Print speed (black):1 Up to 40 ppm (Letter) Print resolution: Best: Up to 1200 x 1200 dpi; Normal: HP FastRes 1200 (1200 dpi effective quality),600 dpi with HP Resolution Enhancement technology 1200 Standard connectivity; 2 Hi-Speed USB 2.0, 1 Hi-Speed USB 2.0 Device, 1 Gigabit Ethernet 10/100/1000 Base-T, 1 Hi-Speed USB 2.0 Easy Access Walkup Port, 1 Hardware Integration Pocket (HIP) Duty cycle: Up to 100,000 pages Paper handling: 100-sheet multipurpose tray, 2 x 250-sheet input trays, 500-sheet input tray (only on M712xh), 250-sheet output bin Mobile printing capability: HP ePrint, Apple AirPrint™, Processor:800 MHz , Memory : 512 MB *2=1GB memory 13 HP High Performance Secure Hard Disk, Warranty: 3YEARS WARRANTY.</p>	11





Institute of
Business Administration
Karachi

Leadership and Ideas for Tomorrow

IBA-56

575
N(ET II)

Dated: May 4, 2015

Mr. Junaid Ahmed
Manager (Enforcement – II)
SPPRA, Karachi.

Subject: NIT Ref No: IT/75/2014-15(SPPRA Sr.No-22836)

Dear Sir/Madam,

In the compliance of SPPRA rule 50, you are requested to please upload the following details on SPPRA website.

- 1- Copy of Bid Evaluation report. ✓
- 2- Copy of Contract Form SPPRA. ✓
- 3- Copy of LOA. (Purchase Agreement is in process and soon deliver to you) ✓
- 4- Copy of Bill of Quantity. ✓

Thanking you in anticipation.

Sincerely yours

Asjad
4.5.15
Manager Procurement ICT

SPPRA INWARD DIARY
NO: 16583
DATED: 04-05-15

Bid Evaluation Report

1. Name of Procuring Agency: Institute Of Business Administration, Karachi
 2. Tender Reference No: IT/75/2014-15
 3. Tender Description/Name of work/item: Procurement of Laser Printer A3 Size
 4. Method of Procurement: Single Stage Single Envelop
 5. Tender Published: SPPRA 17-02-2015 SPPRA-S.No: 22836
6. Total Bid documents sold: (Available on website)
7. Total Bids Received: 03
8. Technical Bid Opening date: (if applicable) 05-03-2015
9. No. of Bid technically qualified (if applicable): 01
10. Bid(s) Rejected: 0
11. Financial Bid Opening date: 05-03-2015
- 12. Bid Evaluation Report:**

S.No	Name of Firm or Bidder	Cost offered by the Bidder Unit Price	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1	Arc Point Technologies	PKR.238,300/-	1 st	Open Market	Lowest & Most Evaluated Bidder	Recommended for award the contract
2	Quick Marketing Service	PKR.237,000/-	----	Open Market	Not fulfill the mandatory criteria of the tender	Not fulfill the mandatory criteria of the tender
3	Hascombe	PKR.251,014/-	----	Open Market	Not fulfill the mandatory criteria of the tender	Not fulfill the mandatory criteria of the tender

Recommendations: - The offered amount of Rs. 2,621,300/- (C&F) by M/s. Arc Point Technologies has been recommended by the Procurement Committee to award the work on the basis of their technical qualifying and lowest offered price bid. Quantity of the printers Qty: 11.


 IBA (Internal Member)

Mr Syed Jehanzeb
 Assistant Manager


 IBA (Internal Member)

Dr. Nasir Touheed
 Professor


 IBA (Internal Member)

Mr Harris Qureshi
 HEJ Karachi University

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. Institute of Business Administration , Karachi
- 2) PROVINCIAL / LOCAL GOVT / OTHER Provincial
- 3) TITLE OF CONTRACT Procurement of A3 size Laser Printers
- 4) TENDER NUMBER IT/75/2014-15
- 5) BRIEF DESCRIPTION OF CONTRACT Procurement of A3 size Laser Printers
- 6) FORUM THAT APPROVED THE SCHEME Purchase Committee
- 7) TENDER ESTIMATED VALUE PKR 2,600,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 12 weeks from the date of PA
- 10) TENDER OPENED ON (DATE & TIME) 05-03-2015 / 11:30AM
- 11) NUMBER OF TENDER DOCUMENTS SOLD Free of Cost available on IBA website
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT
(Enclose a copy) _____
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER ARC POINT TECHNOLOGIES
- 16) CONTRACT AWARD PRICE PKR 2,621,300/- C&F
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). M/s. ABM DATA SYSTEMS PVT LTD

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE YES Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA 22836
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Dawn Jang Daily Pak
No	

22) NATURE OF CONTRACT

Domestic/Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
----------------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	

Signature & Official Stamp of
Authorized Officer Imran Batada

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi

Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset



Institute of
Business Administration
Karachi

Leadership ~~Rate~~ ~~IT/25/2014~~ ~~25~~ ~~arrow~~

M/s Arc Point Technologies
809, 8th floor Business & Finance Centre
I.I. Chundrigar Road Karachi.
Tel: 021-32463767-68
Attn: Mr. Sadiq

Dated April 30, 2015

Sub: **INSTITUTE OF BUSINESS ADMINISTRATION – KARACHI**
(Procurement of Printers (A3size))
"LETTER OF AWARD"

Dear Mr. Sadiq,

This is in reference to your bid submitted on 05-03-2015, for the subject work. The Management is pleased to inform you that your bid has been approved for award of subject work to your firm at price of Rs.2,621,300/- (exclusive of taxes) for Procurement of printers (A3size) (Main & City Campus).

S.No.	Item	Price (C&F)
1	HP Printers A3 size (Qty:11)	2,621,300/-
	C&F	Yes
	Total (without taxes)	2,621,300/-

This letter of award is based on the following documents and following terms and conditions, which form its part thereof and are the governing documents of the contract:


- Your quotation submitted on 5-3-2015
- Priced Bill of Quantity
- Tender Drawings. (If apply)
- Delivery time 12 weeks from the date of receiving of this LOA.
- Please submit the Performance Security 05% in Finance Dept.

You are advised to please return the duplicate copy of this Letter of Award duly signed as an acknowledgment of its receipt as well as your unqualified acceptance of the same.


Thanking you.

Yours sincerely

For Institute of Business Administration Karachi.


(Imran Barada)
Head of ICT




04/05/2015
Received and Accepted on behalf of M/s.

Annexure – A

Technical (BOQ):

S.No.	CODE	DESCRIPTION	QTY
1	CF236A	<p>HP LASERJET ENTERPRISE A3 SIZE PRINTER MODEL: M712DN</p> <p>Print speed (black):1 Up to 40 ppm (Letter) Print resolution: Best: Up to 1200 x 1200 dpi; Normal: HP FastRes 1200 (1200 dpi effective quality),600 dpi with HP Resolution Enhancement technology 1200 Standard connectivity: 2 Hi-Speed USB 2.0, 1 Hi-Speed USB 2.0 Device, 1 Gigabit Ethernet 10/100/1000 Base-T, 1 Hi-Speed USB 2.0 Easy Access Walkup Port, 1 Hardware Integration Pocket (HIP) Duty cycle: Up to 100,000 pages Paper handling: 100-sheet multipurpose tray, 2 x 250-sheet input trays, 500-sheet input tray (only on M712xh), 250-sheet output bin Mobile printing capability: HP ePrint, Apple AirPrint™, Processor:800 MHz , Memory : 512 MB *2=1GB memory 13 HP High Performance Secure Hard Disk, Warranty: 3YEARS WARRANTY.</p>	11



No.Dir(Enf-II)/SPPRA/IBA-56(N)/14- 15/7926
GOVERNMENT OF SINDH
SINDH PUBLIC PROCUREMENT REGULATORY
AUTHORITY
Karachi, dated: April 24 2015

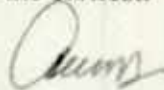
The Head of ICT
Institute of Business Administration,
Karachi.

Subject: **NIT TENDER # IT/75/2014-15, IT/76/2014-15 AND IT/80/2014-15.**

I am directed to refer to the Bid Evaluation Report of the subject NIT received vide your letter dated 15.04.2015 and to inform that the same has been hoisted on SPPRA's website without ID. However, it has been observed that the quantity of item # 3 (VGA Splitter) was mentioned as 50 in bidding documents; whereas, quantity of the same item in BER is 77.

You are advised to clarify the above discrepancy, at the earliest.

o/c


(Muhammad Ayub Chandio)
Manager (Enforcement-II)

A copy is forwarded for information to:

1. The Secretary to Government of Sindh, Education and Literacy Department, Karachi
2. The Director Institute of Business Administration, Karachi.

Bid Evaluation Report

1. Name of Procuring Agency: Institute Of Business Administration, Karachi
 2. Tender Reference No: IT/75/2014-15
 3. Tender Description/Name of work/item: Procurement of Laser Printer A3 Size.
 4. Method of Procurement; Single Stage Single Envelop
 5. Tender Published: SPPRA 17-02-2015 SPPRA-S.No: 22836
 6. Total Bid documents sold; (Available on website)
 7. Total Bids Received: 03
 8. Technical Bid Opening date: (if applicable) 05-03-2015
 9. No. of Bid technically qualified (if applicable): 01
 10. Bid(s) Rejected: 0
 11. Financial Bid Opening date: 05-03-2015

12. Bid Evaluation Report:

<i>S No</i>	<i>Name of Firm or Bidder</i>	<i>Cost offered by the Bidder Unit Price</i>	<i>Ranking in terms of cost</i>	<i>Comparison with Estimated cost</i>	<i>Reasons for acceptance/ rejection</i>	<i>Remarks</i>
0	1	2	3	4	5	6
1	Arc Point Technologies	PKR.238,300/-	1 st	Open Market	Lowest & Most Evaluated Bidder	Recommended for award the contract
2	Quick Marketing Service	PKR.237,000/-	----	Open Market	Not fulfill the mandatory criteria of the tender	Not fulfill the mandatory criteria of the tender
3	Hascombe	PKR.251,014/-	----	Open Market	Not fulfill the mandatory criteria of the tender	Not fulfill the mandatory criteria of the tender

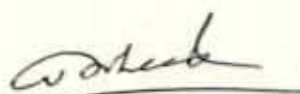
Recommendations: - The offered amount of Rs. 2,621,300/-(C&F) by M/s. Arc Point Technologies has been recommended by the Procurement Committee to award the work on the basis of their technical qualifying and lowest offered price bid. Quantity of the printers Qty: 11.



IBA (Internal Member)

Mr.Syed Jehanzeb

Assistant Manager



IBA (Internal Member)

Dr. Nasir Touheed

Professor



IBA (External Member)

Mr.Haris Quershi

HEJ Karachi University

Procurement of high volume printers for labs and offices

Tender # IT-75-14-15

Features	Specs	Details	ArcPoint Technologies	Quick Marketing Service	Vendors
Make & model			HP LaserJet M7120H	Canon MP 2762K	Harcombe
Print speed, black (normal quality mode)			Up to 40 ppm	10 ppm (A3) / 20 ppm (A3)	Gettner / MICON SP 2000H
Print resolution, black			Up to 1200 x 1200 dpi	Up to 1200 x 1200 dpi	50 ppm 600 x 600 dpi
Print technology			Laser	Laser	Laser
Memory, standard			1 GB	2GB (N/A)	3-2-5-B
Processor speed			800 MHz	Not given	3-3-3-8-2
Paper tray(s)			Automatic	Automatic	Automatic
Duplex printing			Automatic	Automatic	Automatic
Connectivity, standard			2 Hi-Speed USB 2.0 1 Hi-Speed USB 2.0 Device 1 Gigabit Ethernet 10/100/1000 Base-T 1 Hi-Speed USB 2.0 Easy Access Walkup Port 1 Hardware Integration Pocket (HIP)	USB 2.0 High Speed, USB 2.0 Host (2 ports), 10 / 100 Base-T / 1000 Base-T (Ethernet)	10/100Base TX Ethernet USB 2.0 Hi-Speed Type B (for direct computer connections) Dual USB 2.0 Host Type A (for external device connections) USB 2.0 Type A/50 Card Slot Integrated into Control Panel (for Print From Portable Media) Dual rear VM card slots (for expanded functions)
Compatible operating systems			Microsoft® Windows® 8, Windows® 7, Windows Vista®, Windows XP® (SP2+), Windows® Server 2003 (SP1+), Windows® Server 2008 (32 and 64-bit), Windows® Server 2008 R2 (64-bit), Mac OS X v10.6, 10.7	Windows XP (32bit / 64bit), Windows Vista (32bit / 64bit), Windows 7 (32bit / 64bit), Windows 8 (32bit / 64bit), Windows Server 2003 (32bit / 64bit), Windows Server 2008 (32bit / 64bit), Windows Server 2008 R2 (64bit), Windows Server 2012 (64bit), Mac OS 10.6-10.8.x, Linux, Chrome	Windows XP, Vista, 7, Server 2003/R2, Server 2008/R2, Citrix Presentation Server 4.5, Citrix XenApp 5.0, 6.0, Mac OS X v.10.4 or later, SAP R/3 Device Type provided in SAP Printer Vendor Program, Novell NetWare Server 6.5 (option is required), UNIX (using local UNIX filter), Sun Solaris 2.6/7/8/9/10, HP-UX 10.x/11.x/11i/11j/11k v1, SCO OpenServer 5.0/6/5.0/7/6.0, Redhat Linux Enterprise 4/5/6, IBM AIX 5L version 5.3/6.1/7.
Cable			USB cable & Power Cables must include Software	No	No
Media sizes, custom			Letter, letter rotated, legal, executive, statement, 8.5 x 13 in, A4, A3, A5, envelopes (No. 10, Monarch, DL)	Letter, letter rotated, legal, executive, statement, 8.5 x 13 in, A4, A3, A4, A4R, A5, 110gsm, LTR, LTR R, Legal®, 1, Executive, Folio®, 16K, 18K	Standard Tways 1 & 2: Auto Detect: 7.25" x 10.5" to 11" x 17" Custom: 3.5" x 5.83" to 11.89" x 17" Custom: 7.17" x 5.83" to 11.89" x 17" Bypass Tray: Auto Detect: 5.5" x 8.5" to 11" x 17" Custom: 3.5" x 5.83" to 12" x 23.6" 150 x 2 Paper Feed Unit: Auto Detect: 7.25" x 10.5" to 11" x 17" Custom: 7.17" x 5.83" to 11.89" x 17" 2,000-sheet LCT: Fixed for 8.5" x 11" 1,200-sheet Side LCT: Fixed for 8.5" x 11" When Deploying: Auto Detect: 5.5" x 8.5" to 11" x 17"
Warranty (Principal Warranty)			Three-year, on-site. Free Complete warranty with free sport	Three-year, on-site. Free Complete warranty with free sport	Three-year, on-site. Free Complete warranty with free sport
OCM Authorized Partner Letter (Latest)			Yes	Yes	Yes
Proof of Supply of Printers in Educational Institutions in Karachi (Principal)			No	Not in Karachi, but Pakistan	No
Proof of Presence of Five Service Centres in Karachi (Principal)			No	Yes	No
Proof of Relationship with Principal (minimum of five years)			Yes	Yes	No
Affidavit			Yes	Yes	Yes
Quantity			11	11	11
Unit price with GST			238,300.00 Rs	237,000.00 Rs	181,014.00

Result

1) Equipments quoted by Harcombe and Quick Marketing don't comply with the required core specifications, which are very necessary for high volume, large sized printing with long job queues in a busy location like program office or IT Lab.

2) Equipment quoted by Harcombe bears the highest price.

3) Equipment quoted by ArcPoint fulfill all the requirements as specified in tender.

(Signatures and stamps)

Bid Evaluation Report

1. Name of Procuring Agency: Institute Of Business Administration, Karachi
 2. Tender Reference No: IT/80/2014-15
 3. Tender Description/Name of work/item: Procurement of High End Multimedia.
 4. Method of Procurement: Single Stage Single Envelop
 5. Tender Published: SPPRA 17-02-2015 SPPRA-S.No: 22836
 6. Total Bid documents sold: (Available on website)
 7. Total Bids Received: (A) 02 For Multimedia (B) 03 For VGA Splitters
 8. Technical Bid Opening date: (if applicable) 05-03-2015
 9. No. of Bid technically qualified (if applicable): _____
 10. Bid(s) Rejected: 0
 11. Financial Bid Opening date: 05-03-2015

12. Bid Evaluation Report:

S No	Name of Firm or Bidder	Cost offered by the Bidder Unit Price	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	ABM DATA System	PKR.720,000/-	1 st	Open Market	Lowest & Most Evaluated Bidder	Recommended for award the contract
2	Hascombe	PKR.370,976/-	-----	Open Market	Not fulfill the mandatory criteria of the tender	Not fulfill the mandatory criteria of the tender

Recommendations: - The offered amount of Rs. 720,000/-(C&F) by M/s. ABM DATA Systems has been recommended by the Procurement Committee to award the work on the basis of their technical qualifying and lowest offered price bid.. Quantity of the printers Qty: 02. (Multimedia's for AMAN Tower Seminar rooms)

S No	Name of Firm or Bidder	Cost offered by the Bidder Unit Price	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1.	ABM DATA System	PKR.132,440 /-	-----	Open Market	Not fulfill the mandatory criteria of the tender	Not fulfill the mandatory criteria of the tender
2	New Tech Computers	PKR.1,004,927 /-	1 st	Open Market	Lowest & Most Evaluated Bidder	Recommended for award the contract
3	Interlink	PKR.1,081,080/-	-----	Open Market	Not fulfill the mandatory criteria of the tender	Not fulfill the mandatory criteria of the tender

Recommendations: - The offered amount of Rs. 1,004,927/-(withGST) by M/s. New Tech Computers has been recommended by the Procurement Committee to award the work on the basis of their technical qualifying and lowest offered price bid. Quantity of the VGA Splitters Qty: 77. (VGA Splitters for class rooms)

IBA (Internal Member)

Mr.Syed Jehanzeb

Assistant Manager

IBA (Internal Member)

Dr. Nasir Touheed

Professor

IBA (External Member)

Mr.Haris Quershi

HEJ Karachi University

Procurement of MMP for Main Campus auditorium and AMAN Tower seminar rooms

Tender # IT-80-14-15

Specs		Vendors	
Features	Details	ABM Data Systems	Hascombe
Make & model		Epson EB 1975W	Ricoh PJ X5371N
Technology			
Projection System	3LCD Technology, RGB liquid crystal shutter	3LCD Technology, RGB liquid crystal shutter	3LCD Technology, RGB liquid crystal shutter
Image			
Color Light Output	5,000 Lumens or higher	5,000 Lumens	5,000 Lumens
White Light Output	5,000 Lumens or higher	5,000 Lumens	5,000 Lumens
Resolution	WXGA (1,280*800) or higher	WXGA (1,280*800) or higher	XGA (1024*768)
Aspect ratio	16:10 or higher	16:10	16:10
Contrast Ratio	10,000:1 or higher	10,000:1	4,000:1
Lamp life (full mode)	3,000 hrs or higher	3,000 hrs	3,500 hrs
Lamp life (eco. mode)	4,000 hrs or higher	4,000 hrs	4,000 hrs
Keystone Correction	Digital vertical: ±30°, horizontal ±30°	Digital vertical: ±30°, horizontal ±30°	Not mentioned
Optical			
Zoom	Manual	Manual	Manual
Projection Size	30 inches – 300 inches	30 inches – 300 inches	25 inches – 300 inches
Focus	Manual	Manual	Manual
Connectivity			
Interfaces	VGA in, RS-232C, HDMI in, DisplayPort, S-video in, VGA out, Stereo mini jack audio out, stereo mini jack audio in (4X), Composite in, Ethernet interface (100 Base-TX/10 Base-T), BNC in, Wireless LAN IEEE 802.11b/g/n (optional)	VGA in, RS-232C, HDMI in, DisplayPort, S-video in, VGA out, Stereo mini jack audio out, stereo mini jack audio in (4X), Composite in, Ethernet interface (100 Base-TX/10 Base-T), BNC in, Wireless LAN IEEE 802.11b/g/n (optional)	Cinch audio in, VGA in, RS-232C, HDMI in, DisplayPort, S-video in, VGA out, Stereo mini jack audio out, stereo mini jack audio in (4X), Composite in, Ethernet Interface (100 Base-TX/10 Base-T), BNC in, Wireless LAN IEEE 802.11b/g/n (optional)
Others			
Warranty	Complete three years with parts and services	Complete three years with parts and services	Complete three years with parts and services
Quantity	2	2	2
Total price without GST		Rs 720,000.00	Rs 370,976.00

Result	<p>1) Equipment quoted by Hascombe doesn't comply with the required core specifications, which are very necessary for a large classroom or a seminar room like mini auditorium.</p> <p>2) Equipment quoted by ABM Data fulfills all the requirements as specified in tender.</p>
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 26/3/2015
 22/mar/2015

Specs		Vendors		
Features	Details	ABM Data Systems	NewTech	Interlink
Make & model		ATEN VS B2	EKL214	Fengle FJ 1504
Type	Active, external powered	Active, external powered	Active, external powered	Active, external powered
Video Input Connectors		2	1	2
Video input switching	external, movable, wired switch	On device	On device / wireless remote	external, movable, wired switch
Video Output Connectors		4	2	4
Connector type	HD15	HD15	HD15	HD15
Max Resolution	1920x1440	1920x1440	1920x1440	1920x1440
Signal Type	VGA, SVGA, XGA, WXGA, WUXGA, Multisync	VGA, SVGA, XGA, WXGA, WUXGA, Multisync	VGA, SVGA, XGA, WXGA, WUXGA, Multisync	VGA, SVGA, XGA, WXGA, WUXGA, Multisync
Warranty	Complete three years with parts and services		Complete three years with parts and services	Complete three years with parts and services
Quantity		77	77	77
Total price with GST		Rs 132,440.00	Rs 1,004,927.00	Rs 1,081,080.00

Result	<p>1) Product quoted by ABM doesn't fulfill all the core requirements, hence is not at all suitable for our use.</p> <p>2) Product quoted by NewTech fulfills the core requirements (2 input, 4 output)</p> <p>3) Product quoted by Interlink doesn't fulfill the core requirement (2 input, 2 output).</p> <p>4) Product quoted by NewTech has video input switching mechanism built on device.</p> <p>5) Product quoted by Interlink has video input switching mechanism through a separate wired switch.</p> <p>6) Price quoted by NewTech is lower than the one quoted by Interlink.</p>
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