

# Commercial Contract

## AGREEMENT FOR SALE PURCHASE OF COMPUTER EQUIPMENT



**Small and Medium Enterprises Development Authority**

**Ministry of Industries & Production**

**Government of Pakistan**

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**January 2013**

## 6. AGREEMENT FOR SALE PURCHASE OF COMPUTER EQUIPMENT

**THIS AGREEMENT FOR SALE PURCHASE OF COMPUTER EQUIPMENT** (hereinafter referred to as the "Agreement") is made at [insert place] on this \_\_\_\_ (insert date) day of \_\_\_\_\_ (insert month), 20\_\_ (insert year)

### BY AND BETWEEN:

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

**OR**

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

**OR**

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

**OR**

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number]

(hereinafter referred to as the "Seller", which expression shall, wherever the context so provides, include its successors, assigns, nominees and agents)

**AND**

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

**OR**

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

**OR**

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

**OR**

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number]

(hereinafter referred to as the "Buyer", which expression shall, wherever the context so provides, include its successors, assigns, nominees and agents).

(The Buyer and the Seller are hereinafter collectively referred to as the "Parties", and individually as the "Party".)

**WHEREAS** the Buyer has signed an agreement with a third party for the supply of certain computers and computer equipment.

**AND WHEREAS** the Seller is engaged in the business of sale of computer equipment.

**AND WHEREAS** the Buyer intends to enter into an agreement with the Seller for the purchase of computers and computer equipment (hereinafter referred to as the "Computer Equipment", and more particularly described in the Schedule I hereto).

**NOW THEREFORE** the Parties have entered into this Agreement for the Sale/Purchase of the Computer Equipment on the following terms and conditions:

## **1. TERM AND SCOPE OF CONTRACT**

- (1) This Agreement shall come into effect on the date of execution of the Agreement, and shall expire upon the delivery of the Computer Equipment from the Seller to the Buyer on the terms and conditions of this Agreement.
- (2) The Parties agree that in no case shall the expiry date of the Agreement be extended beyond [insert date].
- (3) The Seller agrees to sell, and the Buyer agrees to buy the Computer Equipment mentioned in Schedule I of this Agreement.
- (4) The Seller agrees that the Buyer shall have the right to return/get the Computer Equipment replaced which does not match with the specifications set out in Schedule I of this Agreement.

## **2. CONSIDERATION**

- (1) The Buyer shall pay to the Seller the Price against each item in accordance with Schedule II hereto (hereinafter referred to as the "Consideration").
- (2) Of the Consideration Amount, the Buyer shall pay to the Seller Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) (insert amount) as advance (hereinafter referred to as the "Advance") at the time of signing of this Agreement.
- (3) The remaining of the Consideration Amount shall be paid by the Buyer to the Seller upon the delivery of the Computer Equipment in accordance with the terms and conditions of this Agreement.
- (4) The Consideration shall be inclusive of the charges pertaining to the hardware and software of the Computer Equipment, and other charges relating to the delivery of the Computer Equipment from the Seller to the Buyer.

## **3. DELIVERY OF COMPUTER EQUIPMENT**

The Seller shall deliver the Computer Equipment to the Buyer at [insert address], on or before [insert date] (hereinafter referred to as the "Date of Delivery"). The expense incurred in such delivery shall be borne exclusively by the Seller.

## **4. TIME IS OF ESSENCE**

- (1) It is hereby acknowledged by the Seller that the Buyer has entered into a contract with a third party for the supply of the Computer Equipment, and that in case of the Seller's failure to adhere to the Date of Delivery, the Computer Equipment shall be of no use to the Buyer. Therefore, the Parties agree that the timely delivery of the Computer Equipment shall be of essence of the Agreement.
- (2) Upon the failure of the Seller to deliver the Computer Equipment to the Buyer within the time stipulated in Clause 3 of this Agreement, the Agreement shall be deemed as terminated, and the Seller shall pay to the Buyer [insert percentage]% of the Consideration as liquidated damages and shall indemnify the Buyer against all loss or damage which the Buyer may sustain as a result of the failure of the Seller to adhere to the Date of Delivery of the Computer Equipment.

## **5. RECEIPT CONSTRUED AS DELIVERY**

The Computer Equipment shall be deemed to have been received by the Buyer upon delivery of the Computer Equipment to the Buyer at [insert address]. The remaining Consideration Amount under Clause 2 (3) shall become payable immediately upon delivery.

## **6. RISK OF LOSS**

The risk of loss or damage to the Computer Equipment, arising out of any casualty, regardless of the cause, shall be on the Seller until the time that the Computer Equipment has been delivered to the Buyer, after which the risk shall transfer to the Buyer.

## **7. RIGHT OF INSPECTION**

- (1) The Buyer shall have the right to inspect the Computer Equipment on arrival and, within [insert number] business days after delivery of the Computer Equipment, the Buyer must give notice to the Seller of any claim for damages on account of condition, quality or specifications of the Computer Equipment, specifying the claim in detail. The failure of the Buyer to comply with these conditions shall constitute irrevocable acceptance of the Computer Equipment by the Buyer.
- (2) In case of the Buyer giving the notice of any claim to the Seller, the Seller shall, within [insert number] days of the receipt of the notice replace the subject Computer Equipment, or at the option of the Buyer, shall refund the price of the such Computer Equipment, along with [insert percentage]% of the price as liquidated damages, within [insert number] days of the receipt of the notice.

## **8. GOVERNING LAW AND RULES OF CONSTRUCTION**

- (1) The validity, interpretation, and the performance of this Agreement shall be governed by the laws of [insert place].
- (2) If any term or provision of this Agreement is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of the Agreement.
- (3) This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, representatives, and heirs of the Parties herein.

## **9. SETTLEMENT OF DISPUTE**

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of [insert place].

## **10. FORCE MAJEURE**

- (1) Force Majeure shall mean any event that is beyond the reasonable control of a Party, or the effects of which adversely affect the performance by such Party of its obligations under this Agreement, including, but not limited to, acts of God, sabotage, insurrection, terrorism, riots, hostilities or war (whether declared or not), acts of the public enemy, civil disturbances, any kind of fire, explosion, flood or accidental damage, epidemics, landslides, washouts, lightening, storms, earthquakes, lockouts, blockades, shortage of labor or material, major equipment failure, or other causes beyond the control of the Party affected.
- (2) Notwithstanding anything contained hereinabove, neither Party shall be liable to the other if it is unable to perform any of its obligations under this Agreement due to the occurrence of Force Majeure.
- (3) The Party affected by the Force Majeure event shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made impossible by the events of Force Majeure.
- (4) Each Party shall give a notice within [insert number] days of the occurrence of the event of Force Majeure and shall promptly thereafter consult the other Party for the purpose of finding a mutually acceptable solution to the Force Majeure event.

## **11. AMENDMENTS**

This Agreement may be modified, extended, enlarged or amended from time to time by mutual agreement and consent of the Parties.

**12. NONWAIVER**

The failure of either Party to exercise any right provided in this Agreement shall not be construed as a waiver its right to subsequently enforce such provision or any other provision of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals the day, month and year mentioned hereinabove.

\_\_\_\_\_  
**For and on behalf of  
The Buyer**

\_\_\_\_\_  
**For and on behalf of  
The Seller**

**WITNESS NO. 1**

**WITNESS NO. 2**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A**  
**Specifications of Computer Equipment**

|           | <b>Name</b> | <b>Specifications</b> | <b>Quantity</b> |
|-----------|-------------|-----------------------|-----------------|
| <b>1.</b> |             |                       |                 |
| <b>2.</b> |             |                       |                 |
| <b>3.</b> |             |                       |                 |

**SCHEDULE B**

|                 | <b>Name</b> | <b>Specifications</b> | <b>Price</b> |
|-----------------|-------------|-----------------------|--------------|
| <b>per unit</b> |             |                       |              |
| <b>1.</b>       |             |                       |              |
| <b>2.</b>       |             |                       |              |
| <b>3.</b>       |             |                       |              |