



NBP-0085-2407260005040235

GoS-KHI-EA2B18F991CA7C25

Non-Judicial

Rs 28,484/-

Description	: Contract - 15(a)
Principal	: Institute of Business Administration [27024407]
Contractor	: Eastern trading Corporation [06749356]
Applicant	: Faizan Fazal [42301-9721692-1]
Stamp Duty Paid by	: Eastern trading Corporation [06749356]
Issue Date	: 26-Jul-2024, 12:15:17 PM
Paid Through Challan	: 202481663D5BFFB9
Amount in Words	: Twenty Eight Thousand Four Hundred and Eighty Four Rupees Only

THIS AGREEMENT is executed at KARACHI, on this day 02-08-2024.

BETWEEN

M/s. Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Enclave, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s. Eastern Trading Corporation, having its office at 74-C Jami Commercial Street 9, Off. Kh-e-Jami, Phase 7, DHA, Karachi, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor Mr. Nooruddin Siraj, holding CNIC No.42301-0900110-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain a Provide, Supply and Install Interactive Smart Classroom Solution vide tender # IT/36/23-24 (IBA requirement) up to the satisfaction and handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide, Supply and Install Interactive Smart Classroom Solution". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms and conditions herein below forth





E-STAMP
CONTINUATION SHEET
Government of Sindh

Article I

DUTIES and SCOPE OF SUPPLY and SERVICES AND AGREEMENT

- 1.1 "THE SUPPLIER" agrees to Provide, Supply and Install Interactive Smart Classroom Solution to "IBA" whenever and wherever form is required as per the terms and conditions of this Agreement.
- 1.2 "THE SUPPLIER" will coordinate their work with the Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Supply of Interactive Smart Classroom Solution.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as and when required with a prior appointment.
- 1.4 All logistic charges will be borne by "THE SUPPLIER".
- 1.5 "THE SUPPLIER" should deliver the required items within 45 days from the issuance of the Letter of Acceptance.

Article II

PAYMENT

- 2.1 Payment will be made within 30 working days after complete delivery, installation, commissioning and testing as per BoQ and submission of Invoices.

Article III

WARRANTY

- 3.1 03 years comprehensive onsite OEM warranty.

Article IV

REMUNERATION

- 4.1 The cost offered by the SUPPLIER is Rs. **8,138,053** (inclusive of all taxes) Supply of Interactive Smart Classroom Solution vide tender # IT/36/23-24 variation may occur. The cost is inclusive of labor /transportation/supplies/taxes/levies/customs duties etc.

4.1.1 Bill of Quantity

Sr #	Description & Features	Quoted Brand	Quoted Model	Qty	Unit Price	Total Amount
1.	Interactive Flat Panel Display Make & Model: TREND by Stepwell IFF-Dis-04 or equivalent <ul style="list-style-type: none"> • Display Size: 86" • Resolution 4K UHD 3840(H)*2160(V) • Multi-Touch up to 40 points • Built-in Android version 11 octa-core 8GB, 128 built-in & additional OPS Windows Intel I7, 11th Gen 16GB, 512GB SSD, Windows 10 or above • Built in Annotation Software supports Pdf & Office Files built in Wifi & LAN, • Built-in Speakers, HDMI, USB slots, Wireless screen sharing Dongle, Toughened tempered glass surface. • Supplied with Mobile Trolley Stand, Cables, Remote Control, Stylus accessories built in Zoom, Skype, MS Teams & Meet software, recording features, notes recording • 3 years onsite warranty and support 			2 units	730,049	1,460,098
2.	Electronic Lecture Table Make & Model: AV-DP 120 or equivalent <ul style="list-style-type: none"> • 21" Touch Display • Gooseneck Microphone 			2 units	886,582	1,773,164

	<ul style="list-style-type: none"> • Power amplifier • 7" Touch display for Environment control along with the controller • 3 years onsite warranty and support 					
3.	Native Rooms system for Medium-to-large rooms Make & Model: VCYE-015 or equivalent <ul style="list-style-type: none"> • 1x UVC86 12X optical PTZ 4K dual-eye intelligent camera, VCR20 remote control, power adapter, wall mount bracket and cables; • Yealink MCoreKit-C5 (with MCore Pro mini-PC, MTouch Plus and Room Sensor), power adapter, cables and wall bracket; • 2x VCM35 array microphone; • 1x Yealink MSpeaker II, power adapter and cables; • 1x RCH40 PoE Switch for audio connection, power adapter and cables; • The mini-PC computer preloads Windows 10 IoT Enterprise OS and license, Microsoft Teams Rooms App, as well as Yealink Camera Control Plug-in; • 3 years onsite warranty and support 			2 units	1,815,254	3630,508
4.	Installation, Commissioning, Configuration and Testing Charges Complete Installation, Commissioning, Configuration and Testing of provided solution			1 Job	34,340	34,340
Total						6,898,110
18% GST (If Applicable)						1,235,479
13% SST (If Applicable)						4,464
Grand Total						8,138,053

4.1.2 Scope of Work

- a) The scope of this bid, and its subsequent order, is to provide, supply, install, commission, configure and test with support/warranties (three years) of equipment and components with transport and labour charges included in the Bill of Quantity.
 - b) Bidder must provide backup in case of delay in delivery of the relevant model, as specified in Bill of Quantity.
 - c) The onsite comprehensive replacement warranty period of three years is mandatory which includes replacement of the Equipment included in Bill of Quantity (if necessary) without any additional cost.
 - d) Bidder should provide training to at least two staff members of IBA for the proposed solution.
 - e) The entire proposed system must have the ability to be used in hybrid mode using the extended classroom feature, and must have the ability to dial ZOOM, MS Teams or any other software and the remote students must be displayed on the extended screen and can interact with the teacher using this system.
- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed on payment as per the Work Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of Interactive Smart Classroom Solution to IBA.

- 4.3 Performance Security 5% of the total amount of the Letter of Acceptance or Work Order will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of the Letter of Acceptance or Work Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

Article V
ARBITRATION

- 5.1 In case of any dispute, difference or any question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter hereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article VI
TERMINATION

- 6.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15-day notice.

Article VII
INDEMNITY

- 7.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, costs and expenses caused to or incurred by "THE SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article VIII
NOTICE

- 8.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article IX
SEVERABILITY

- 9.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid and enforced to the fullest extent permitted by prevailing law.

Article X
INTEGRITY PACT

- 10.1 The intention not to obtain the procurement/work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 10.2 Without limiting the generality of the forgoing the M/s. **Eastern Trading Corporation** represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

10.3 M/s. **Eastern Trading Corporation** accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.

10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s **Eastern Trading Corporation** agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s. **Eastern Trading Corporation**, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XI
MISCELLANEOUS

11.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.

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

11.3 All terms and conditions of tender vide # IT/36/23-24 will be an integral part of this agreement.

IN WITNESS WHEREOF both the parties hereto have set and subscribed their respective hands to this agreement at Karachi on the date mentioned above.

IBA, Karachi

Name: _____

CNIC # _____

Address:

Registrar,

Institute of Business Administration & Law Department

Main Campus, University Road, Karachi

M/s. **Eastern Trading Corporation**

Name: **Nooruddin Siraj**

CNIC # **42301-0900110-5**

Address:

74-C Jami Commercial Street 9, Phase 7,

DHA, Karachi.

WITNESS:

1.

IBA, Karachi

Name: **SYED FAHAD JAWED**

CNIC # **Associate Registrar**

**Institute of Business Administration
Karachi**

Address:

Head of Procurement,

Institute of Business Administration,

Main Campus, University Road, Karachi

2.

M/s. **Eastern Trading Corporation**

Name: **Burhanuddin**

CNIC # **42101-1809030-7**

Address:

74-C Jami Commercial, Street 9, Phase 7,

DHA, Karachi

Focal Person IBA Mansoor Ali