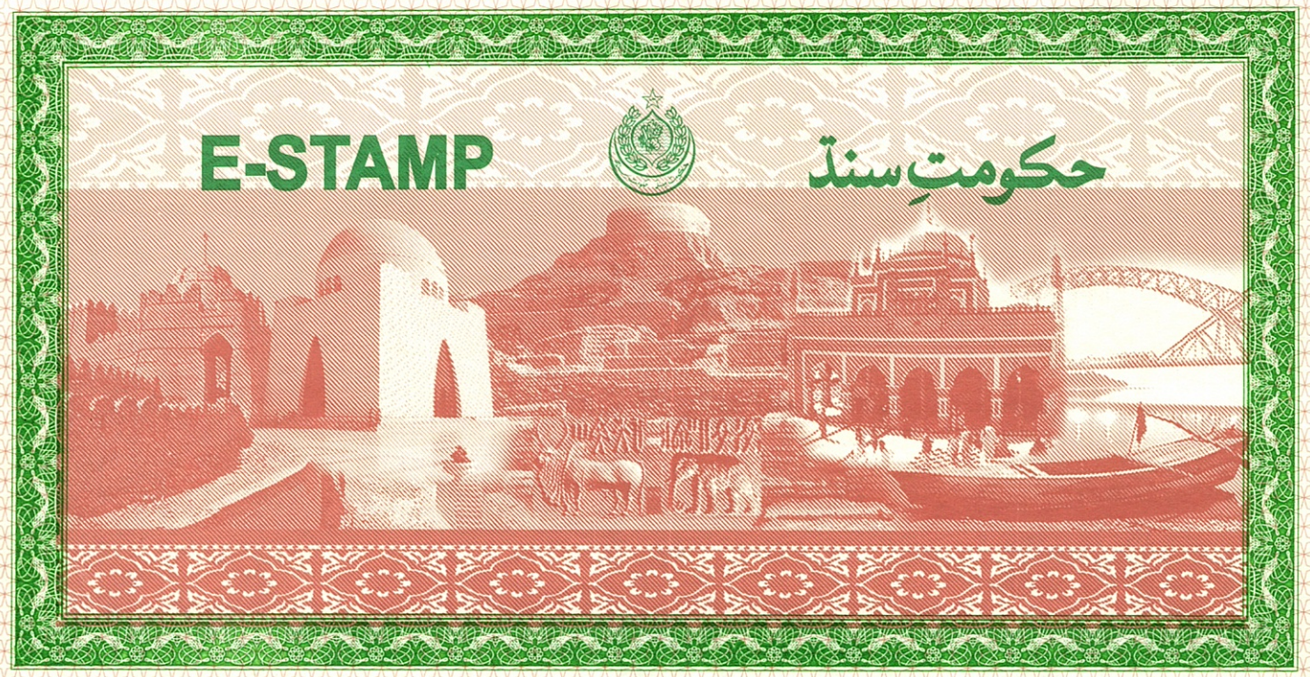
234352



NBP-0144-2211240001466309 **GoS-KHI-E9FD951F4B3225B5**

Non-Judicial **Rs 2,807/-**

Description	: Contract - 15(a)
Principal	: Institute of Business Administration [27024407]
Contractor	: Clicktech [34541507]
Applicant	: SUHAIL MUSTAFA [42201-2351711-5]
Stamp Duty Paid by	: Clicktech [34541507]
Issue Date	: 24-Nov-2022, 01:32:55 PM
Paid Through Challan	: 2022AF5E2386840A
Amount in Words	: Two Thousand Eight Hundred and Seven Rupees Only

Please Write Below This Line

AGREEMENT

Provide, Supply and Install Computer LED Screens

THIS AGREEMENT is executed at KARACHI, on this day November 24th, 2022

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. Clicktech, having its office at **G-80/81, Ground Floor, City Center, Shahrah-e-Faisal,** hereinafter referred to as THE SUPPLIER (which expression shall wherever the context so permits are deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr. Suhail Mustafa**, holding CNIC No. **42201-2351711-5** on the SECOND PART.

WHEREAS IBA intends to obtain a Supply of Computer LED Screens vide tender # IT/06/22-23 up to the entire satisfaction & 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 & 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 Computer LED Screens" vide tender # IT/06/22-23. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms & conditions herein below forth.

Article I:
SCOPE OF SUPPLY

1.1 THE SUPPLIER agrees to Provide, Supply and Install Computer LED Screens to IBA whenever and wherever form is required as per the terms & conditions of this Agreement.

1.2 THE SUPPLIER will coordinate with the Head of Procurement, of the IBA who will assist THE SUPPLIER in the supervision of the proposed Provide & Supply of Computer LED Screens.

1.3 THE SUPPLIER will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with a prior appointment.

1.4 All logistic charges will be borne by THE SUPPLIER.

1.5 All items in full quantity should be delivered on or before December 30, 2022.

1.6 THE SUPPLIER bound to all defective items shall be replaced with the new and same brand

1.7 Any material that becomes faulty, will be replaced by THE SUPPLIER.

Article II
PAYMENT

2.1 Payment will be made on or before 30 days after delivery and submission of invoice.

Article III
WARRANTY

3.1 1-year Comprehensive onsite warranty.

Article IV
REMUNERATION

4.1 The cost offered by THE SUPPLIER is Rs. 801,820/- (inclusive of all taxes) to Provide, Supply and Install Computer LED Screens vide tender # IT/06/22-23 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/customs duties etc. Details of items are appended below:

Sr #	Item Specifications	Qty	Rate	Total Amount
1.	**LED QHD Monitor** **3-Sided Frameless Ergonomic** Panel: 27" (IPS) Pixel Pitch (mm): 0.2331 (H) × 0.2331 (V) Effective Viewing Area (mm): 596.736 (H) × 335.664 (V) Brightness (typical): 250 cd/m² Contrast Ratio: 1000 : 1 (Typical) 50 Million : 1 (DCR) Response Time: 4ms (GtG) Viewing Angle: 178°(H)/178°(V) (CR > 10) Optm. Resolution: 2560 × 1440 @ 75Hz Display Port: HDMI, USB-C Display Colors: 16.7 Million Signal Input: HDMI 1.4 × 2 Display Port: 1.2 × 1, USB-C (DP Alt, 65W) × 1 HDCP Version HDMI :1.4 / Display Port: 1.4 USB Hub: USB3.2 Gen1 × 4 Tilt: -5 ~ 35° Line in & Earphone Wall-Mount: 100mm x 100mm Adjustable Stand Height: 150mm Pivot: -90°~ 90°, Swivel: -175°~ 175° 1 year Verifiable warranty of all equipment with accessories Model: Q27P2C Brand: AOC	6	100,000.00	600,000.00
2.	**Wall Mount Bracket** Monitors Pole Mounted (For 6 LED Screen) Key Features: LED Size Supported: 13'' to 30'' Max. Weight Capacity: 10kg for each arm Monitor Shape: Portrait & Landscape Tilt: -90/+90 Tile/Rotate 360° Installation Type: Wall Mount	1	66,000.00	66,000.00
3.	**Installation, Commissioning & Testing Charges**	1	20,000.00	20,000.00
			Total	**686,000.00**
			17% GST (on Serial # 1 & 2)	**113,220.00**
			13% SST (on Serial # 3)	**2,600.00**
			Grand Total	**801,820.00**

4.2 Liquidity damages at the rate of 2% per month, of the total agreed-on as per the Purchase 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 has to deliver the required equipment to IBA.

4.3 Performance Security 5% of the total amount of the Purchase Order will be provided by THE SUPPLIER.

4.4 Stamp Duty @ 0.35% of the cost of the Purchase 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/and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter 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 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 & enforced to the fullest extent permitted by prevailing law.

Article X
INTEGRITY PACT

10.1 The intention is 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. Clicktech 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. Clicktech 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 the declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contact, 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. Clicktech agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s. Clicktech, 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 being 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/06/22-23 will be an integral part of this agreement.

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

Dr. Mohammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

CLICKTECH

IBA, Karachi	M/s. Clicktech
Dr. Muhammad Asad Ilyas	*Suhail Mustafa*
Registrar	*CTO*
CNIC # 42301-4497722-9	CNIC # 42201-2351711-5
Address:	Address:
Institute of Business Administration	G-80/81, Ground Floor, City Center,
Main Campus, University Road, Karachi	Shahrah-e-Faisal, Karachi

WITNESS:

1. 28/11	2.
IBA, Karachi	M/s. Clicktech
Syed Fahad Jawed	*Syed Zohaib Tariq Zaheer*
Head of Procurement	*Sales Manager Corporate*
CNIC # 42201-9125136-6	CNIC # 42301-7057765-1
Address:	Address:
Institute of Business Administration	G-80/81, Ground Floor, City Center,
Main Campus, University Road, Karachi	Shahrah-e-Faisal, Karachi

Focal Person IBA Mr. Wajeeh Zaidi