

NBP-0002-2408050005087671

GoS-KHI-E917C65E4C4097F4

Non-Judicial

Rs 15,653/-

Description	: Contract - 15(a)
Principal	: Institute of Business Administration [27024407]
Contractor	: Kontinental Establishment [26364875]
Applicant	: Danesh Kumar [42301-8729597-3]
Stamp Duty Paid by	: Kontinental Establishment [26364875]
Issue Date	: 05-Aug-2024, 01:14:27 PM
Paid Through Challan	: 2024D2C54E8F6489
Amount in Words	: Fifteen Thousand Six Hundred and Fifty Three Rupees Only

Please Write Below This Line

AGREEMENT**Provide and Supply LED Monitors**

THIS AGREEMENT is executed at KARACHI, on this day July 29, 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. Kontinental Establishment, having its office at Suite No. 112, 1st Floor, Europa Centre, Hasrat Mohani Road, 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. Danesh Kumar**, holding CNIC No. 42301-8729597-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain a Provide and Supply LED Monitors vide tender # IT/35/23-24 (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 and Supply LED Monitors”. “THE SUPPLIER” hereby agree to the offer of the “IBA” in acceptance of the terms and conditions herein below forth.

Article I

DUTIES and SCOPE OF SUPPLY and SERVICES AND AGREEMENT

- 1.1 “THE SUPPLIER” agrees to Provide and Supply LED Monitors 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 Provide and Supply of LED Monitors.
- 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 item/s as per BoQ within 04 to 06 weeks from the issuance of the Letter of Acceptance.

Article II

PAYMENT

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

Article III

WARRANTY

- 3.1 01 year comprehensive onsite OEM warranty.

Article IV

REMUNERATION

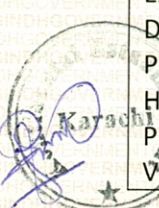
- 4.1 The cost offered by the SUPPLIER is **Rs.4,472,200/=** (inclusive of all taxes) Provide and Supply of LED Monitors vide tender # IT/35/23-24 variation may occur. The cost is inclusive of labor /transportation/supplies/taxes/levies/customs duties etc.

Provide and Supply LED Monitors

Quoted Brand: HP

Quoted Model: P24 G5

Description & Features	Qty	Unit Price	Total Amount
LED Monitor Make & Model: HP P24v G5 FHD or equivalent Display Type: IPS, Curvature: Flat Brightness: 250 nits, Contrast ratio: 1000:01:00 Response time (typical): 5ms GtG (with overdrive) 1 Aspect ratio: 16:09, Native resolution: FHD (1920 x 1080) Resolutions supported: 640 x 480; 720 x 400; 800 x 600; 1024 x 768; 1280 x 720; 1280 x 800; 1280 x 1024; 1440 x 900; 1600 x 900; 1680 x 1050; 1920 x 1080 Display: On-screen controls; Low blue light mode; Anti-glare Onscreen controls: Brightness, Input, Management, Information, Exit, Color, Image, Power, Menu control Display size (diagonal): 60.5 cm (23.8") Ports: HDMI 1.4, VGA, Display Port 1.2 HDCP: Yes, HDMI and Display Port Pixels: 93 ppi, Panel depth: 8 bit (6 bit + FRC) Viewing Angle: (Horizontal: 178°), (Vertical: 178°)	100	37,900/=	3,790,000/=



Tilt: -5 to +23° VESA mounting: 100 mm x 100 mm, Flicker-free: Yes Display scan (vertical): 48-75 Hz, (horizontal): 30-86 KHz Pixel pitch: 0.27 x 0.27 mm Display colours: Up to 16.7 million colours supported Color gamut: 72% NTSC Detachable stand: Yes Warranty: 1 year comprehensive (parts & labour) Verifiable Manufacturer warranty			
		Total	3,790,000/=
		18% GST (If Applicable)	682200
		Grand Total	4,472,200/=

- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed on payment as per the Letter of Acceptance or Purchase/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 LED Monitors to IBA.
- 4.3 Performance Security 5% of the total amount of the Letter of Acceptance or Purchase/Work Order will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of the Letter of Acceptance or Purchase/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

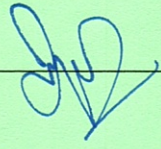
- 10.1 The intention not to obtain the procurement/work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 10.2 Without limiting the generality of the forgoing the M/s. **Kontinental Establishment** 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. **Kontinental Establishment** 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. **Kontinental Establishment** 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. **Kontinental Establishment** , 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/35/23-24 will be an integral part of this agreement.
- 11.4 This Agreement shall commence and be effective from 29 July 2024 to the completion of one year of warranty and support after delivery of the required item/s mentioned in the Bill of Quantity.

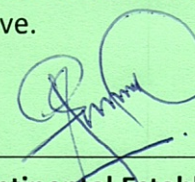


IN WITNESS WHEREOF both the parties hereto have set and subscribed their respective hands to this agreement at Karachi on the date mentioned above.



IBA, Karachi
Name: _____
CNIC # _____

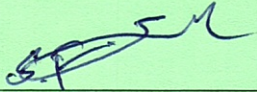
Address:
Registrar, **Asad Ilyas**
Institute of Business Administration
Main Campus, University Road, Karachi
Karachi, Pakistan



M/s. **Kontinental Establishment**
Name: A. Ghafoor Samoo
CNIC # 42301-8466565-3

Address:
Suite No. 112, 1st Floor, Europa Centre,
Hasrat Mohani Road,
Karachi.

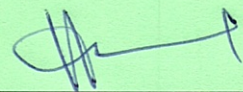
WITNESS:

1. 

IBA, Karachi
Name: **SYED FAHAD JAWED**
Associate Registrar
CNIC # _____
Institute of Business Administration
Karachi

Address:
Head of Procurement,
Institute of Business Administration,
Main Campus, University Road, Karachi

Focal Person IBA Mansoor Ali

2. 

M/s. **Kontinental Establishment**
Name: Jamal Ahmed Khan
CNIC # 42301-0887170-3

Address:
Suite No. 112, 1st Floor, Europa Centre,
Hasrat Mohani Road,
Karachi.