

NBP-0002-2407030004914325

GoS-KHI-3FF4B6BD96BEB8FC

**Non-Judicial****Rs 28,749/-**

Description : Contract - 15(a)  
 Principal : Institute of Business Administration [27024407]  
 Contractor : Trade Genic Private Limited [50805584]  
 Applicant : Umair Ahmed Khan [42201-7141385-1]  
 Stamp Duty Paid by : Trade Genic Private Limited [50805584]  
 Issue Date : 03-Jul-2024, 01:14:15 PM  
 Paid Through Challan : 20247E1BDDABA6EF  
 Amount in Words : Twenty Eight Thousand Seven Hundred and Forty Nine Rupees Only

Please Write Below This Line

THIS AGREEMENT is executed at KARACHI, on this day 05 July, 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. Trade Genic Private Limited, having its office at Suite # 607, 6<sup>th</sup> Floor, Muhammadi Trade Tower New Chali Saddar 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. Kashif Ahmed Khan, holding CNIC No. 42201-8047477-9 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain a Provide, Supply & Install SMD Screen vide tender # IT/31/23-24 (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 offers to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide, Supply & Install SMD Screen". "THE SUPPLIER" hereby agrees to the offer of the "IBA" in acceptance of the terms and conditions herein below forth.

 **TRADE GENIC  
(PRIVATE) LIMITED**







**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 & Install SMD Screen 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 SMD Screen.
- 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".

**Article II**

**PAYMENT**

- 2.1 Payment will be made within 30 working days after complete delivery as per BoQ and complete installation, along with the submission of invoices.

**Article III**

**WARRANTY**

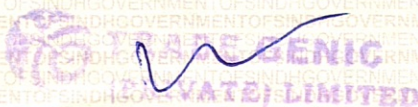
- 3.1 05 years comprehensive onsite OEM warranty.

**Article IV**

**REMUNERATION**

- 4.1 The cost offered by the SUPPLIER is Rs. 8,213,756 (inclusive of all taxes) Supply of SMD Screen vide tender # IT/31/23-24 variation may occur. The cost is inclusive of labor /transportation/supplies/taxes/levies/customs duties etc.

S.No	Details of Items Required	Description	Quantity	Unit Price	Total Amount
1	Width 21ft. x Height 11.02ft. (231.5 SQFT)	P2.5	1	6,960,810	6,960,810
2	Floor Commercial Grade with Tempered Glass Screen 55	1080 x 1920	1		
3	Screen Fabrication & ACM Work	ACM – MS	1		
<b>Spare Parts Details</b>					
4	Modules	P2.5	80		
5	Power Supplies	40~A   5 VOLT	25		
6	Receiving Cards	R- Series	20		
7	Video Processor	4G Module, SDI Signals with supporting up to 16 scene presets	1		
8	Complete the installation, testing, and commissioning for the whole system, including all accessories.	Job	1		
<b>Total Amount in PKR</b>				<b>6,960,810</b>	
<b>13% SST</b>					
<b>18% GST</b>				<b>1,252,946</b>	
<b>Grand Total Amount in PKR</b>				<b>8,213,756</b>	

  
 DENIC (PRIVATE) LIMITED



The following are the major responsibilities of the successful bidder.

- Provide and Supply SMD screen as per technical specification and bill of quantity.
  - With complete installation.
  - With 05 years onsite comprehensive warranty.
  - Training of IBA Staff for running the screen.
- 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" must deliver the required number of Supply of SMD Screen to IBA.
- 4.3 Performance Security 5% of the total amount of the Work 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 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. Trade Genic Private Limited 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

 **TRADE GENIC  
(PRIVATE) LIMITED**



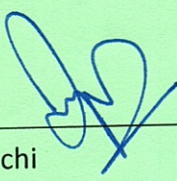
or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

- 10.3 M/s. Trade Genic Private Limited 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. Trade Genic Private Limited 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. Trade Genic Private Limited, 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 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 or Letter of Acceptance i.e 27 June 2024.
- 11.3 All terms and conditions of tender vide # IT/31/23-24 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.

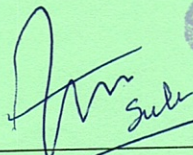

  
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IBA, Karachi  
Name: Mohammad Asad Ilyas  
CNIC # 42301-4497222-7  
Registrar  
Former Chairperson Accounting & Law Department  
Institute of Business Administration (IBA)  
Karachi, Pakistan  
Address:  
Registrar,  
Institute of Business Administration  
Main Campus, University Road, Karachi

  
\_\_\_\_\_  
 **TRADE GENIC**  
**(PRIVATE) LIMITED**  
M/s. Trade Genic Private Limited  
Name: Hassan Jamal Khan  
CNIC # 42201-0449630-1

Address:  
Office # 607 6<sup>th</sup> Floor, Muhammadi Trade  
Tower New Chali Sadder 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.   
\_\_\_\_\_  
 **TRADE GENIC**  
**(PRIVATE) LIMITED**  
M/s. Trade Genic Private Limited  
Name: Suleman Aziz  
CNIC # 42301-8163125-3

Address:  
Office # 607 6<sup>th</sup> Floor, Muhammadi Trade  
Tower New Chali Sadder Karachi

Focal Person IBA Mansoor Ali