

684800



MUHAMMAD IMPAN STAMP VENDOR
Shop No. 31, Jilani Plaza, Garden West, Karachi
Lic. No. 141, S. No. 17396 Date:

Issued to With Address *Muhammad Asad Baig*
Through With Address *AD. KACAT C*
Purpose *L-3387*
Value Rs. *2000* Attached *AK*

Stamps Vendor's Signature
NOT FOR USED BANK GUARANTEE WILL/DIVORCE
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

19 APR 2020

(RUPEES TWO THOUSAND ONLY)

AGREEMENT

Provision, Installation with Commissioning of complete Sound System at the JS Auditorium

THIS AGREEMENT is executed at KARACHI, on this day May...*04*..., 2020.

BETWEEN

M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Road, 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 S. M. Saeed & Brothers, having its office at # S. 10, Noman Arcade Block-14, Gulshan-e-Iqbal, Karachi, hereinafter referred to as "CONTRACTOR" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. S. M. Saeed, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision, Installation with Commissioning of complete Sound System at the JS Auditorium vide tender # ME/12/19-20 for the



MUHAMMAD IMRAN STAMP VENDOR
Shop No. 31, Jilani Plaza, Garden West, Karachi
Lic. No. 141, S. No. 1761 Date:

13th APR 2020

(RUPEES ONE THOUSAND ONLY)

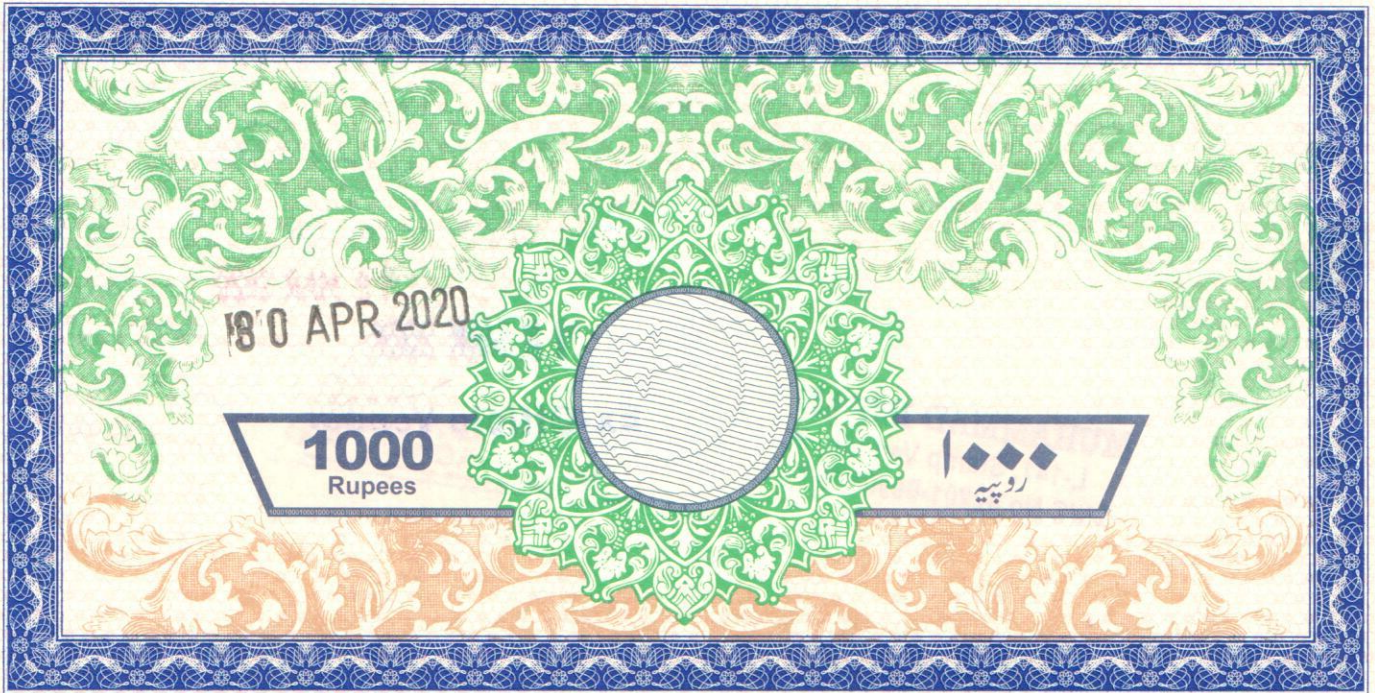
Issued to With Address *Muhammad Asad Rais*
Through With Address *ADVOCATE*
Purpose *L-3287*
Value Rs. *1000* Attached
Stamps Vendor's Signature
NOT FOR USED BANK GUARANTEE
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

Provision, Installation with Commissioning of complete Sound System at the JS Auditorium (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision, Installation with Commissioning of complete Sound System at the JS Auditorium" and "THE CONTRACTOR" have offered to render all kind of Provision, Installation with Commissioning of complete Sound System at the JS Auditorium (including but not limited to the "Provision, Installation with Commissioning of complete Sound System at the JS Auditorium" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in 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 CONTRACTOR" as their official for the specific purpose of "Provision, Installation with Commissioning of complete Sound System at the JS Auditorium" discussions in respect of the same with "IBA" before the determination of Scope of Provision, Installation with Commissioning of complete Sound System at the JS Auditorium. "THE CONTRACTOR" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.



MUHAMMAD IMRAN STAMP VENDOR
Shop No. 31, Jilani Plaza, Garden West, Karachi
Lic. No. 141, S. No. 17400 Date:

Issued to With Address *MUHAMMAD ASAD BAI*
Through With Address *ADVOCATE*
Purpose *2-3383*
Value Rs. Attached
Stamps Vendor's Signature
NOT FOR USED BANK GUARANTEE
VENDOR NOT RESPONSIBLE FOR ANY LOSS OF DOCUMENTATION

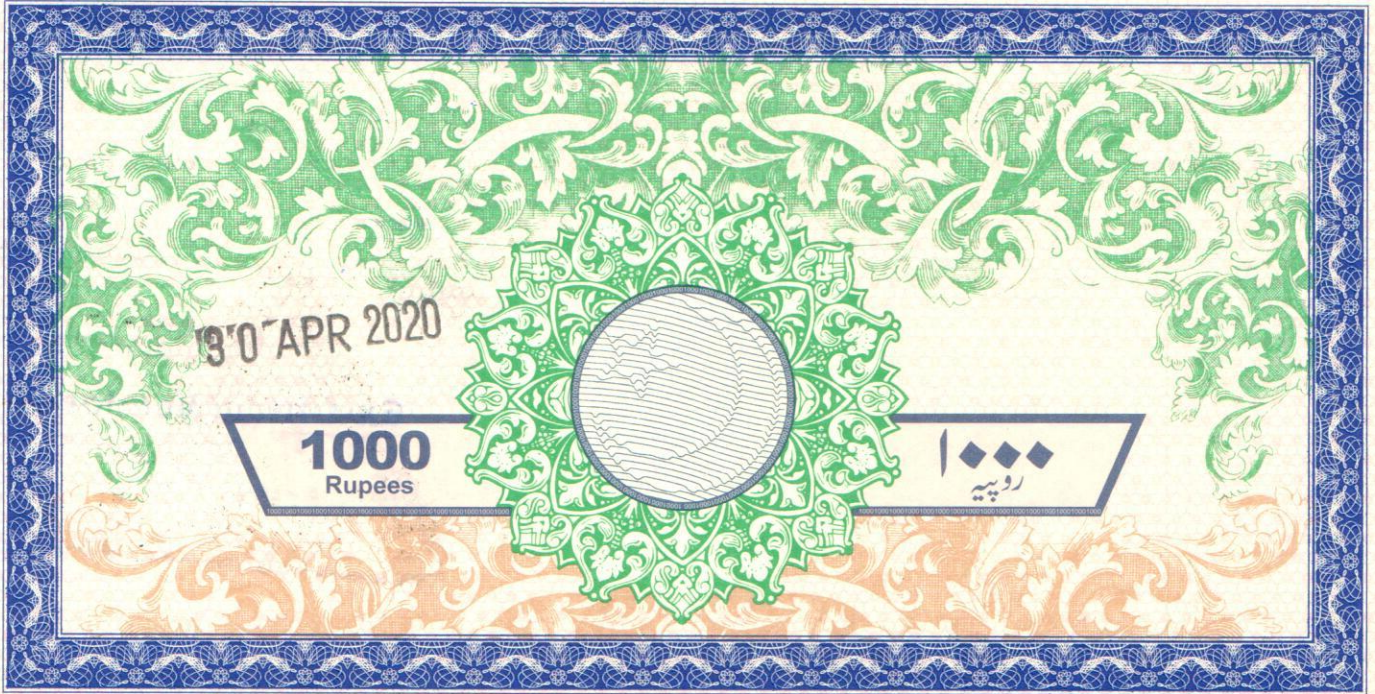
18 APR 2020

(RUPEES ONE THOUSAND ONLY)

Article I

DUTIES & SCOPE OF SUPPLY, INSTALLATION & COMMISSIONING AND AGREEMENT

- 1.1 This Agreement includes, the "Provision, Installation with Commissioning of complete Sound System at the JS Auditorium", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE CONTRACTOR" agrees to provide any/all kind of Provision, Installation with Commissioning of complete Sound System at the JS Auditorium to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE CONTRACTOR" will coordinate their work with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE CONTRACTOR" in supervision of proposed Provision, Installation with Commissioning of complete Sound System at the JS Auditorium.
- 1.4 "THE CONTRACTOR" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of contractor. IBA will not be responsible for any mishap.



MUHAMMAD IMRAN STAMP VENDOR
Shop No. 31, Jilani Plaza, Garden West, Karachi
Lic. No. 141, S. No. 17399 Date:

Issued to With Address *Muhammad Asad Bains*
Through With Address *ADVE CAFE*
Purpose *2389*

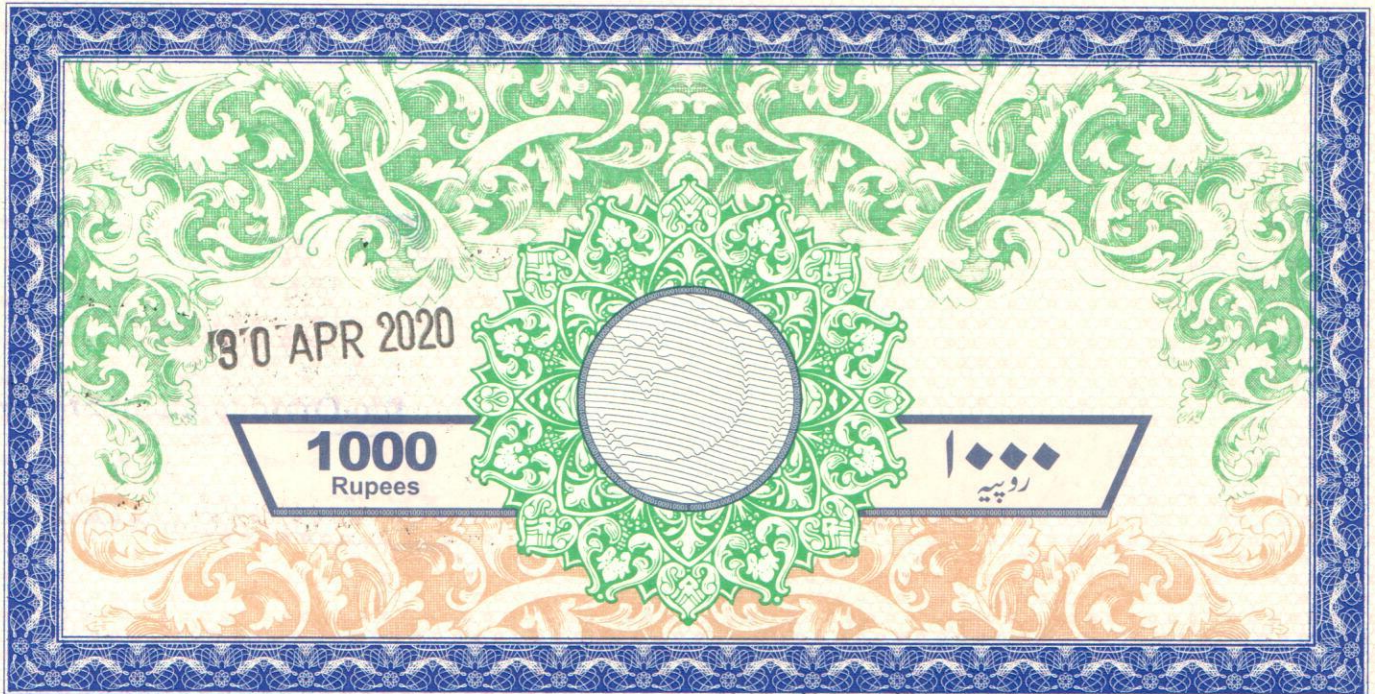
Value Rs. *1000* Attached
Stamps Vendor's Signature
NOT FOR USED BANK GUARANTEE
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

13 APR 2020 RUPEES ONE THOUSAND ONLY

- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 "THE CONTRACTOR" is responsible for the safety of all its activities including protection of the environment on and off the site in accordance to the best international practices.
- 1.8 All logistic charges will be borne by "THE CONTRACTOR".

Article II SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE CONTRACTOR" hereby agree and acknowledge to Provision, Installation with Commissioning of complete Sound System at the JS Auditorium in accordance to the Description & Specification.
- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 Delivery with Installation & Commissioning on or before August 30, 2020.



MUHAMMAD IMRAN STAMP VENDOR
Shop No. 31, Jilani Plaza, Garden West, Karachi
Lic. No. 141, S. No. 17978 Date:

13 APR 2020

(RUPEES ONE THOUSAND ONLY)

Issued to With Address MUHAMMAD ASAD BAIG

Through With Address ADVOCATE

Purpose FOR 24

Value Rs. 24

Stamps Vendor's Signature child labor

NOT FOR USED BANK GUARANTEE WILL/DIVORCE

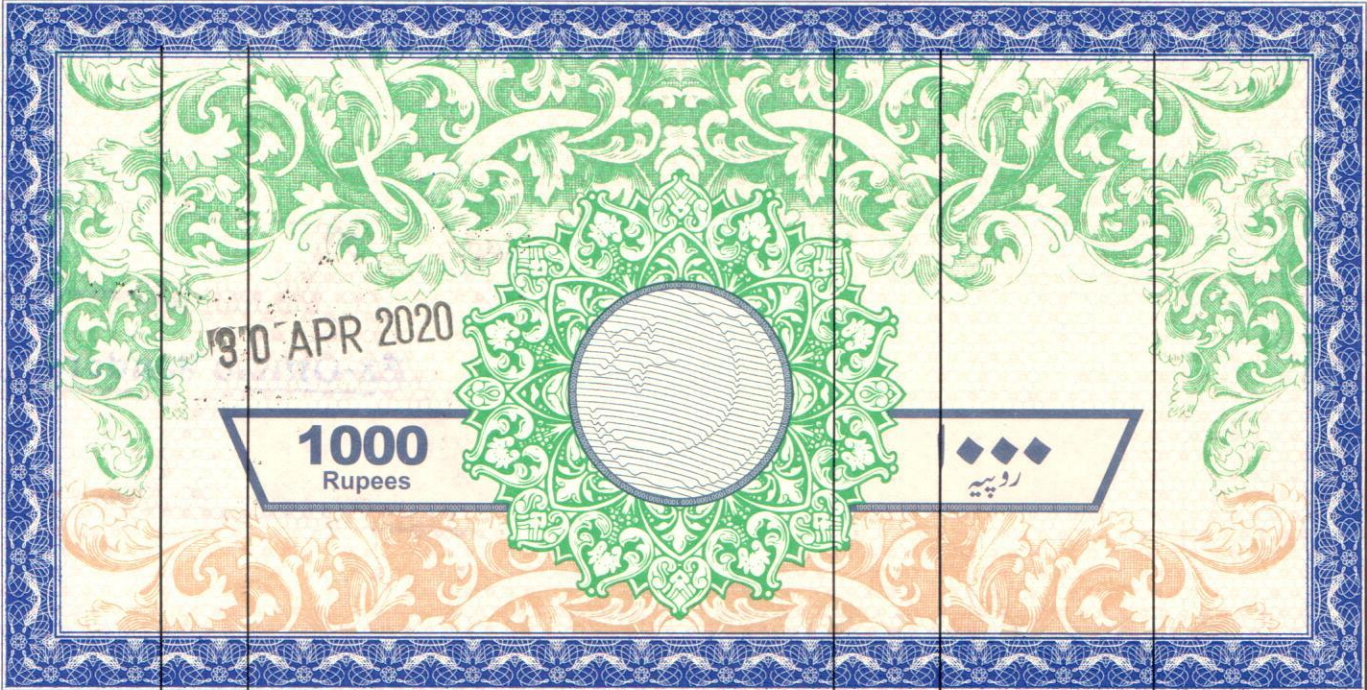
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # ME/12/19-20

Article III REMUNERATION

- 3.1 The cost offered by the CONTRACTOR is Rs.2,208,570.00 (inclusive of all taxes) Provision, Installation with Commissioning of complete Sound System at the JS Auditorium vide tender # ME/12/19-20 variation may occurred. The cost is inclusive of labor / transportation / supplies / etc. Details of items are appended below;

S.#	Specification	Qty	Rate	Amount
1	Provision & installation of complete sound system at the JS auditorium	01 Job	136,275.00	136,275.00



MUHAMMAD IMRAN STAMP VENDOR
Shop No. 31, Jilani Plaza, Garden West, Karachi
Lic. No. 141, S. No. 17397 Date:

30 APR 2020

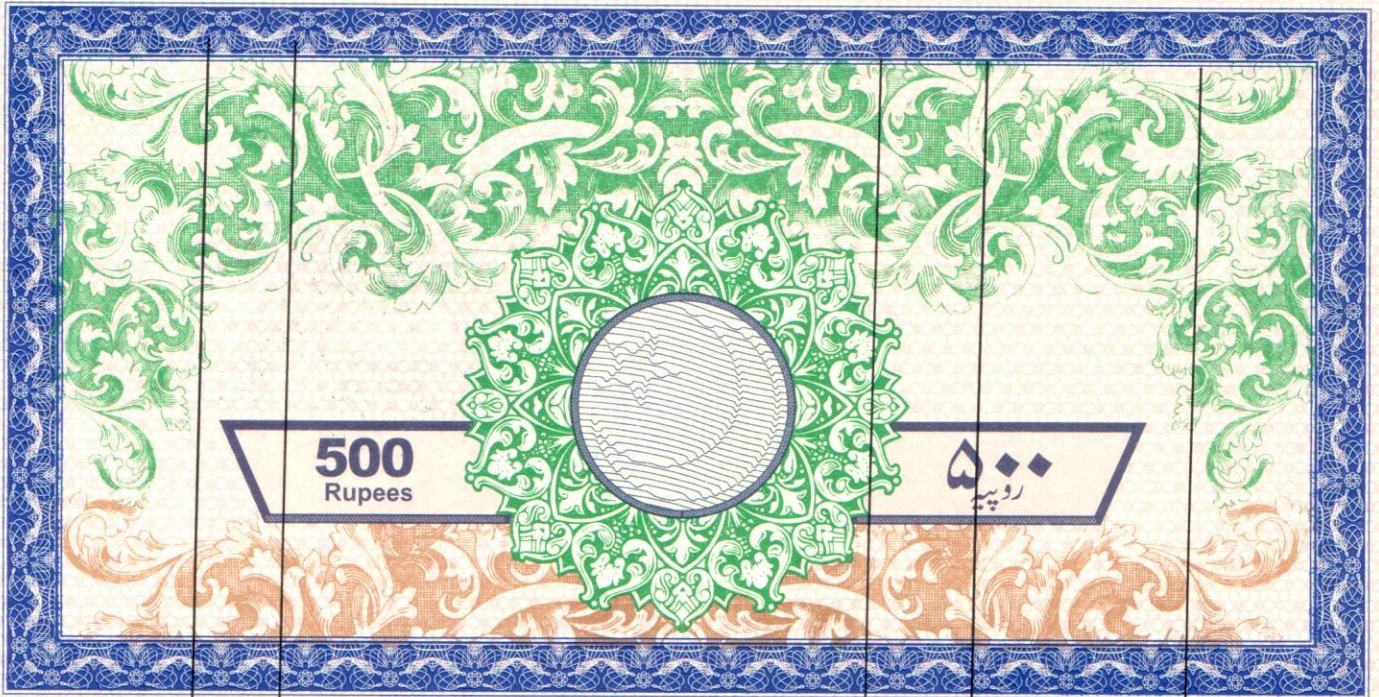
RUPEES ONE THOUSAND ONLY

Issued to With Address MUHAMMAD ASAD BAIL,
Through With Address ADVOCATE
Purpose 3383
Value Rs. 1000 Attached
Stamp Vendor's Signature
NOT FOR USED BANK GUARANTEE WILL / DIVORCE
VENDOR NOT RESPONSIBLE ANY FAKE C

Diagnostics and troubleshooting of Audio interference. Replacement of snake cable's connectors from both ends, changing of audio patch cords, repairing of all lose mounted connections, servicing of all sound equipment.

Supplies

16 Channel Mixer Required Soundcraft EFX-16	1	128,800.00	128,800.00
Power Amplifier Required Yamaha MA3500W	1	324,300.00	324,300.00
Gooseneck mics required Sennheiser 153SDW	6	80,500.00	483,000.00
Cordless mics required with stand Sennheiser EW—135G4	6	80,500.00	483,000.00
Collar mics required Sennheiser EW—112G4	4	80,500.00	322,000.00
Head gear mics required Sennheiser SX1 Series	2	7,475.00	14,950.00



STAMP OFFICE CITY COURT, KARACHI.

Issued to ASAD BUI
 CNIC/REG No. 28-9389
 Vide DSR No. 28 Dt. 18-3-2020
 On behalf of 229 Dt. 18-3-2020
 for the purpose of 03
 Entry No. 28 Dt. 18-3-2020

STAMP OFFICE CITY COURT, KARACHI.

Total	Rs. 1,892,325.00
SST for Job	Rs. 17,716.00
17% GST for Supplies	Rs. 298,529.00
Total Amount	Rs. 2,208,570.00

18 MAR 2020

3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 30 days subject to final proof sample material handed over by CONTRACTOR to IBA before the starting date mentioned on the Purchase Order. Purchase will be deemed completed in finished form as per specification and "THE CONTRACTOR" have to deliver the required number of Provision, Installation with Commissioning of complete Sound System at the JS Auditorium.

3.3 Payment will be made after delivery and submission of invoice.

3.4 Performance Security 5% of total amount of Purchase Order will be provided by the party.



STAMP OFFICE CITY COURT, KARACH

Issued to: M. ASAD BQIS ANU
 CNIC/LEG No: 2-5387
 vide D.S.R. No: 02 Dt: 17.4.20
 On behalf of Challan No: 17
 for the purpose of Stamp Duty
 Entry No: 02 Dt: 17.4.20

RUPEES TWO HUNDRED ONLY

3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the CONTRACTOR. This paid Stamp papers challan would be submitted along with the Bill / Invoice.

3.6 Subletting is not allowed.

3.7 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by CONTRACTOR as per SRO/Notification.

Article IV ARBITRATION

4.1 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 thereof 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, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article V TERMINATION

5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 30 day's notice.



MUHAMMAD IMRAN STAMP VENDOR
Shop No. 31, Jilani Plaza, Garden West, Karachi
Lic. No. 141, S. No. 17156 Date:

Issued to With Address
Through With Address Tariq Mehmood Siddiqui
Purpose Advocate
Value Rs. 5000 Attached Ldg. No. 5375
Stamps Vendor's Signature
NOT FOR USED BANK GUARANTEE WILL/DIVORCE
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

18 MAR 2020

RUPEES FIFTY ONLY

Article VI INDEMNITY

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

Article VII NOTICE

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

Article VIII INTEGRITY PACT

- 8.1 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).

- 8.2 Without limiting the generality of the forgoing the M/s S. M. Saeed & Brothers, 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.
- 8.3 M/s S. M. Saeed & Brothers, 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 & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- 8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s S. M. Saeed & Brothers, 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 S. M. Saeed & Brothers, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article IX
WARRANTY

- 9.1 ONE year OEM warranty must be provided by the M/s S. M. Saeed & Brothers

Article X
SEVERABILITY

- 10.1 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 XI
MISCELLANEOUS

- 11.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor

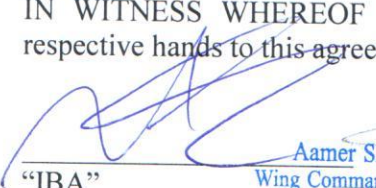
and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.

11.2 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.

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

11.4 All terms and conditions of tender vide # ME/12/19-20 will be the integral part of this agreement and can't be revoked.

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


"IBA"
NAME: Aamer Shabbir Khan
Wing Commander (Retd)
Acting Registrar
Institute of Business Administration (IBA),
Karachi, Pakistan

CNIC # _____

Address:

G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi

3. _____
"IBA"
NAME: M. Sohail Khan

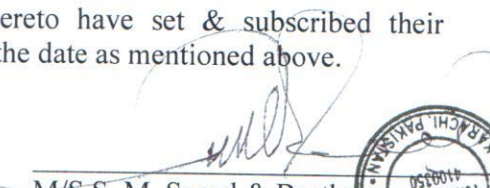
CNIC # _____

M. SOHAIL KHAN
Address: _____
Sr. Manager Purchase & Stores
Institute of Business Administration
Administration Main Campus
University Road, Karachi

5. Syed Nabigh Hussain
Senior Executive - Administration 04/05/20

CNIC # 42101-7878089-9


Address: _____


M/S S. M. Saeed & Brothers
NAME: S. M. Saeed

CNIC # _____

Address:

S-10, Noman Arcade,
Block-14, Gulshan-e-Iqbal, Karachi


M/s S. M. Saeed & Brothers
NAME: Hamza Saeed

CNIC # 42101-5689401

Address: S-10 Noman Arcade
Gulshan-e-Iqbal Kh.

6. _____
M/s S. M. Saeed & Brothers

CNIC# Yasir

Address: _____