

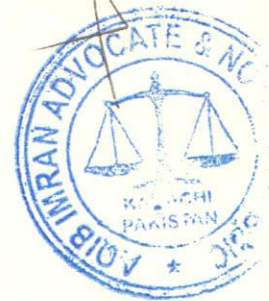


STAMPED ONLY  
 Issued to Zalut Mahmood Ad  
 CNIC/LEG No. 4494  
 Vide D.S.R. No. 3 Dt. 28.4.2020  
 On behalf of Challan No. 31 Dt. 28.4.2020  
 for the purpose of S.D  
 Entry No. 3 Dt. 28.4.2020

28 APR 2020

For Defense Services

RUPEES TEN THOUSAND ONLY

**AGREEMENT****Provision of High-End Multimedia**

THIS AGREEMENT is executed at KARACHI, on this day May 5, 2020.

**BETWEEN**

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Imran Batada (Director ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

**AND**

M/s Nedo Corporation, having its office at # 05-06, Ground Floor, Business Arcade, Block # 6, P.E.C.H.S Main Shahrah-e-Faisal, Karachi, hereinafter referred to as "**SUPPLIER**" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its divisional head Mr. Nawaid Nisar, holding CNIC No. 4220158265919 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Provision of High-End Multimedia vide tender # IT/15/19-20 for the Provision of High-End Multimedia (IBA requirement) discussions in respect of the same before the determination of scope of supply will be held with "IBA" as "Provision of High-End Multimedia" and "THE SUPPLIER" have offered to render all kind of Provision of High-End Multimedia (including but not limited to the "Provision of High-End Multimedia" of the proposed supply 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:**





**MUHAMMAD RAHEEL STAMP VENDOR**  
 Lic No. 175, Shop No. A/4-2, Karachi Centre,  
 New Town Karachi  
 S. No. **073405** Date **30 APR 2020**  
 Issued To With Address.....  
 Through With Address.....  
 Purpose.....  
 Value Rs.....  
 Stamp Vendor Signatures.....  
 Not For Used Free Will & Divorce Deed  
 Vender Not Responsible Any Fake Documnets

(RUPEES TWO THOUSAND)



#### WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "High-End Multimedia Projector Make Maxell Model MC-X8801W" discussions in respect of the same with "IBA" before the determination of Scope of Supply of High-End Multimedia Projector Make Maxell Model MC-X8801W with any/all other relevant details to "IBA" for High-End Multimedia Projector Make Maxell Model MC-X8801W. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

#### Article I:

#### DUTIES & SCOPE OF SUPPLIES AND AGREEMENT

- 1.1 This Agreement includes, "High-End Multimedia Projector Make Maxell Model MC-X8801W", discussions with "IBA" before the determination of scope of supply with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

<u>S. #</u>	<u>Features</u>	<u>Specifications</u>
<b>1</b>	<b>PROJECTOR</b>	
<b>a</b>	<b>Lumens</b>	8,000 lumens (normal) or higher
<b>b</b>	<b>Display Technology</b>	3LCD
<b>c</b>	<b>Contrast ratio</b>	10000:1 or higher
<b>d</b>	<b>Lamp Life</b>	400 W, 2,000 h durability (Normal) or higher
<b>e</b>	<b>Native Resolution</b>	XGA, 1024 * 768 4:3 or higher





**MUHAMMAD RAHEEL STAMP VENDOR**  
Lic No. 175, Shop No. A/4-2, Karachi Centre, New Town Karachi

S. No. **073361** Date **30 APR 2020**  
Issued To With Address **MUHAMMAD YAQOOB**  
Through With Address **Advocate**  
Purpose **Attested**  
Value Rs. **1000**  
Stamp Vendor Signatures **[Signature]**  
Not For Used Free Will & Divorce Deed  
Vendor Not Responsible Any Fake Documents

(RUPEES ONE THOUSAND ONLY)



F	Resolution (supported)	1920*1200 or higher
G	Lens zoom	Motorised
H	Lens focus	Motorised
I	Lens shift	Horizontal and vertical
J	Digital Keystone	Horizontal and vertical
K	Auto Iris	Required
L	Monitor out option	Required
M	Picture in picture	Required
N	Ports	1) HDMI (At least 02) 2) VGA (At least 02) 3) USB Version 2.0 (At least 01)
O	Sound System	8 Watt or higher
P	Full Function Remote	Full Function Remote with Batteries
Q	Network Control	Required : Wired and wireless LAN capable. Network administration and projection.
R	Network Interface	RJ-45
S	Accessories	VGA Cable, Main Unit, Power Cable, Remote control incl. batteries.
T	Software Support	Monitor / control / projection
	<u>Features</u>	<u>Specifications</u>



D401301

**SAJAD ULLAH STAMP VENDOR**

Shop No.02, Syed Village Malir Karachi

Lic. No. 157

S.NO.

DATE

043830

11 MAR 2020

**ZAHID MEHMOOD**  
Advocate

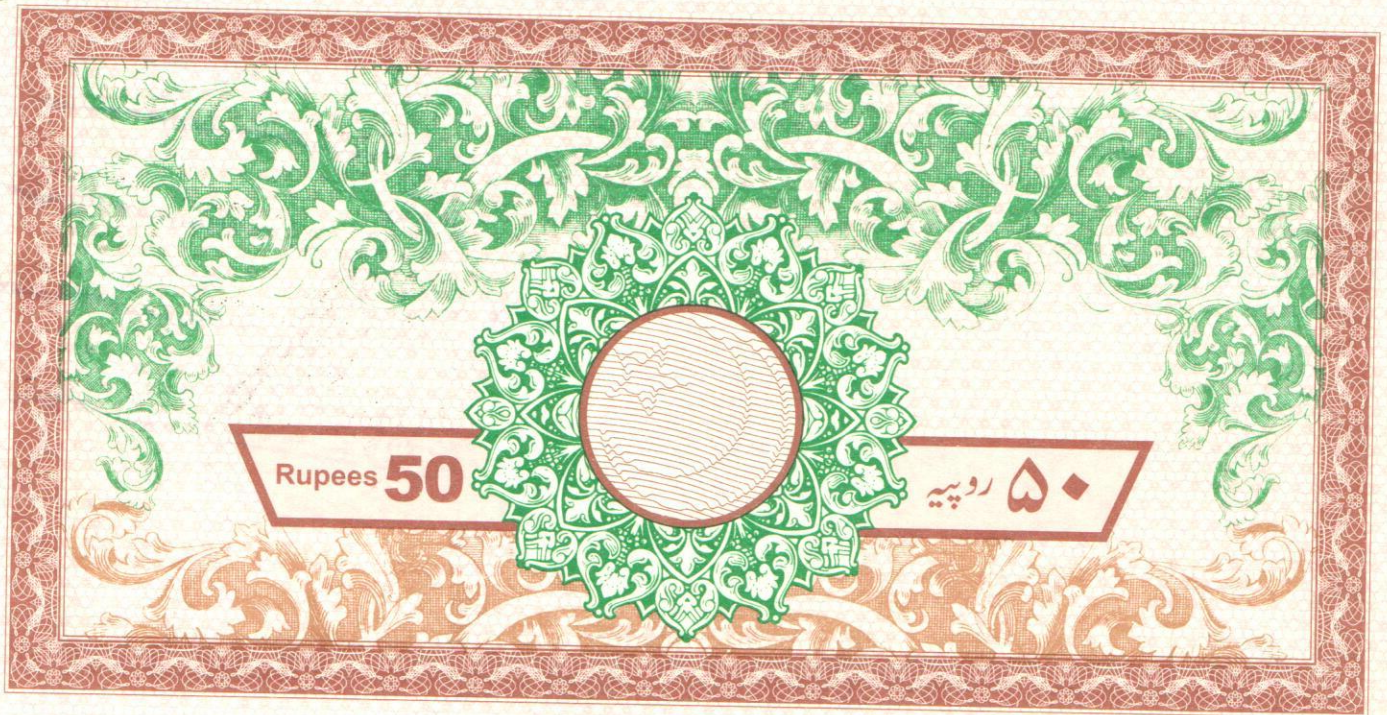
ISSUED TO WITH ADDRESS .....  
 THROUGH WITH ADDRESS .....  
 PURPOSE .....  
 VALUE RS .....  
 STAMP VENDOR'S SIGNATURE .....  
 Not For Use Free Will & Divorce Deed  
 Vendor Not Responsible Any Fake Document



U	Warranty	MMP excluding lamp = 36 months comprehensive with parts & labour; Lamp = 12 months covering all damages including hours' consumption; Lens = 12 months covering all damages.
V	Installation with Fixing & Commission	On site, free of cost
W	Quoted Make & Model	Maxell MCX8801W
		<b>Quantity</b>
	Price Projector	2
2	Price Medium Throw Lens	2
3	Price Long Throw Lens	2
4	Price Ultra Long Throw Lens	2

1.2 "THE SUPPLIER" agrees to provide any/all kind of High-End Multimedia Projector to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.





**MUHAMMAD RAHEEL STAMP VENDOR**

Licence No. 175, Shop No. A/4-2, Karachi Centre,

Now Town Karachi

S. NO.

073294

DATE

27 APR 2020

ISSUED TO WITH ADDRESS

Zahid Mahmood

THROUGH WITH ADDRESS

Advocate

PURPOSE

NOT FOR USED BANK GUARANTY/WILL/DIVORCE

VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

R



- 1.3 "THE SUPPLIER" will coordinate with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Supply of High-End Multimedia Projector.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by "THE SUPPLIER".

## Article II SCOPE OF PROFESSIONAL SUPPLIES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of Supply of High-End Multimedia Projector in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery on or before July 10, 2020.
- 2.5 The "Supplier" is committed to provide three (3) years' comprehensive onsite warranty (Manufacturer) with parts and free services from the date of delivery.



2.6 "THE SUPPLIER", will provide all required/necessary transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/15/19-20.

2.7 THE SUPPLIER will provide Assurance on a Rs.100/- valued stamp paper that the item High-End Multimedia Projector Make Maxell Model MC-X8801W in required quantity is not smuggled from any country(ies) / source(s) and not refurbished / reconditioned remolded etc.

### Article III REMUNERATION

3.1 The cost offered by the Supplier is Rs. 3,779,100.00 (inclusive of all taxes) Multimedia Projector Make Maxell Model MC-X8801W vide tender # IT/15/19-20 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;



			M/s.Nedo Corporation	
<u>S. #</u>	<u>Features</u>	<u>Specifications</u>	<u>Compliance</u>	
1	PROJECTOR		Yes	No
A	Lumens	8,000 lumens (normal) or higher	Yes	
B	Display Technology	3LCD		
C	Contrast ratio	10000:1 or higher		
D	Lamp Life	400 W, 2,000 h durability (Normal) or higher		
E	Native Resolution	XGA, 1024 * 768 4:3 or higher		
F	Resolution (supported)	1920*1200 or higher		
G	Lens zoom	Motorised		
H	Lens focus	Motorised		
I	Lens shift	Horizontal and vertical		
J	Digital Keystone	Horizontal and vertical		
K	Auto Iris	Required		
L	Monitor out option	Required		
M	Picture in picture	Required		
N	Ports	1) HDMI (At least 02) 2) VGA (At least 02) 3) USB Version 2.0 (At least 01)		
O	Sound System	8 Watt or higher		
P	Full Function Remote	Full Function Remote with Batteries		
Q	Network Control	Required : Wired and wireless LAN capable, Network administration and projection.		
R	Network Interface	RJ-45		

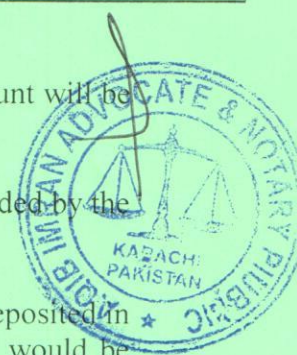


S	Accessories	VGA Cable, Main Unit, Power Cable, Remote control incl. batteries.		
T	Software Support	Monitor / control / projection		
	<u>Features</u>	<u>Specifications</u>	<u>Compliance</u>	
U	Warranty	MMP excluding lamp = 36 months comprehensive with parts & labour; Lamp = 12 months covering all damages including hours' consumption; Lens = 12 months covering all damages.	Yes	
V	Installation with Fixing & Commission	On site, free of cost		
w	Quoted Make & Model		Maxell MCX8801W	
		<b>Quantity</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
	Price Projector	2	850,000.00	1,700,000.00
2	Price Medium Throw Lens	2	255,000.00	510,000.00
3	Price Long Throw Lens	2	255,000.00	510,000.00
4	Price Ultra Long Throw Lens	2	255,000.00	510,000.00
<b>Total (1+2+3+4)</b>			<b>Rs. 3,230,000.00</b>	
<b>17% GST</b>			<b>Rs. 549,100.00</b>	
<b>Total Amount Inclusive of GST</b>			<b>Rs. 3,779,100.00</b>	

- 3.2 Liquidated damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery up to 10% of the total contract value.
- 3.3 Performance Security 5% of total amount of Purchase Order will be provided by the party.
- 3.4 Stamp Duty @ 0.35% of the cost of transaction / purchase order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.5 Tax(es)/Challan(s)/Levy(ies), Custom Duty/Excise Duty etc if any or additional will be paid/borne by SUPPLIER 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 and CEO of the company / firm / agency 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 anytime after issuing a 15 day's notice.

**Article VI:**  
**INDEMNITY**

- 6.1 "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, cost 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 VII:**  
**NOTICE**

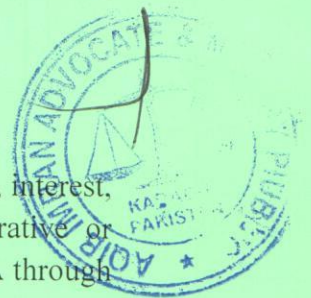
- 7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

**Article VIII:**  
**INTEGRITY PACT**

- 8.1 The intention not to obtain the procurement / purchase 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 Nedo 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.
- 8.3 M/s Nedo 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 & 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 Nedo Corporation, 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 Nedo Corporation, as aforesaid for the purpose of obtaining or inducing procurement or other obligation or benefit in whatsoever from the IBA.

**Article IX:**  
**WARRANTY**

- 9.1 Three (3) years' comprehensive onsite warranty (Manufacturer) with parts and free services from the date of delivery.





9.2 Multimedia Media Projector excluding lamp = 36 months

9.3 Comprehensive with parts & labour; Lamp = 12 months covering all damages including hours' consumption; Lens = 12 months covering all damages.

**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:  
PAYMENT**

11.1 Invoice / bill should be submitted to Purchase & Stores Department.

**Article XII:  
MISCELLANEOUS**

- 12.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the supply 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.
- 12.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 12.3 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.
- 12.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 12.5 All terms and conditions of tender vide # IT/15/19-20 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: Imran Batada

CNIC # \_\_\_\_\_

Address:  
Director, ICT Institute of Business  
Administration Main Campus  
University Road, Karachi

1. \_\_\_\_\_  
**M. SOHAIL KHAN**  
Manager Purchase & Stores  
Institute of Business Administration  
Karachi-Pakistan

CNIC # \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
M/S Nedo Corporation  
NAME: Nawaid Nisar Kalia

CNIC # 4220158265919

Address:  
05-06, Ground Floor, Business Arcade  
Block # 6, P.E.C.H.S. Main Shahr-e-Faisal  
Karachi

2. M. Qadeer Khan

\_\_\_\_\_  
**NEDO CORPORATION**

CNIC # 42101-1871002-7

Address: As above

