

STAMP OFFICE CITY COURT KARACHI

Issued to

CNIC/LEG No.

Vide D.S.R. No.

On behalf of Chellan No.

for the purpose of

Entry No.

(RUPEES TEN THOUSAND ONLY)

**AGREEMENT****Supply of Multimedia Projector**

THIS AGREEMENT is executed at KARACHI, on this day October 16, 2019.

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 Provide & Supply of Multimedia Projector vide tender # IT/27/18-19 for the Provide & Supply of Multimedia Projector (IBA requirement) discussions in respect of the same before the determination of scope of supply will be held with "IBA" as "Provide & Supply of Multimedia Projector" and "THE SUPPLIER" have offered to render all kind of Provide & Supply of Multimedia Projector (including but not limited to the "Provide & Supply of Multimedia Projector" 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.

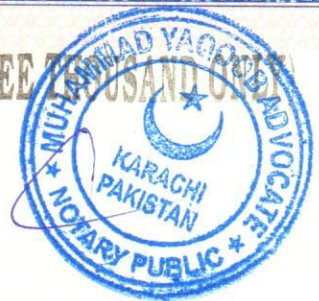
NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS



STAMP OFFICE CITY COURT, KARACHI

Issued to Zahid Mehmood Dk
 CNIC/LEG No. 4494
 Vide D.S.R. No. 10 Dt. 11-10-19
 On behalf of Challan No. 144 Dt. 11-10-19
 for the purpose of SP
 Entry No. 10 Dt. 11-10-19

(RUPEES THREE THOUSAND ONLY)

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Multimedia Projector Make Hitachi-Maxell Model CP-EX3051WN" discussions in respect of the same with "IBA" before the determination of Scope of Supply of Multimedia Projector Make Hitachi-Maxell Model CP-EX3051WN with any/all other relevant details to "IBA" for Multimedia Projector Make Hitachi-Maxell Model CP-EX3051WN. "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, "Multimedia Projector Make Hitachi-Maxell Model CP-EX3051WN", 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:

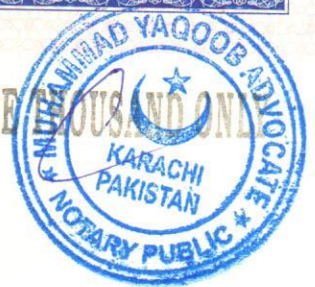
Features	Details
Make Hitachi-Maxell Model CP-EX3051WN	
Lumens	3,200 lumens (normal) or higher
Display Technology	3LCD
Contrast ratio	15000:1 or higher
Lamp Life	210 W ,5,500 h durability (Normal) or higher
Native Resolution	XGA, 1024 * 768, 4:3 or higher
Resolution (supported)	1600*1200 or higher
Monitor out option	Required
Ports	1) HDMI (At least 02) 2) VGA(At least 02) 3) USB (At least 02) or higher
Sound System	16Watt or higher
Full Function Remote	Require
Key Stone	Horizontal & vertical : $\pm 30^\circ$



STAMP OFFICE CITY COURT, KARACHI

Issued to Zahid mehmood ShahCNIC/LEG No. 4494Vide D.S.R. No. 10 Dt. 11-10-19On behalf of Challan No. 144 Dt. 11-10-19for the purpose of 52Entry No. 10 Dt. 11-10-19

(RUPEES THREE THOUSAND ONLY)



Network Control	Required : Wired and wireless LAN capable, Network administration and projection.
Network Interface	RJ-45
Accessories	VGA Cable, Main Unit, Power Cable, Remote control incl. batteries.
Value added services	Vendor must arrange for / provide customized training, encompassing all features and technical aspects, for at least three persons from IBA's IT staff on MHL technology and interactive projection systems at regional headquarter of the principal / manufacturer.
Software Support	Monitor / control / projection
Warranty	36 months with parts & labour; lamp for 12 months
Installation	On site, free of cost

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

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 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".

(Handwritten signatures)



MUHAMMAD RAHEEL STAMP VENDOR

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

Now Town Karachi

S. NO.

DATE 09 OCT 2019 630622

ISSUED TO WITH ADDRESS *Zahid Mahmood*

THROUGH WITH ADDRESS *Advocate*

PURPOSE *R*

NOT FOR USED BANK GUARANTEE/WILL/DIVORCE
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

(RUPEES FOR NOTARY PUBLIC ONLY)

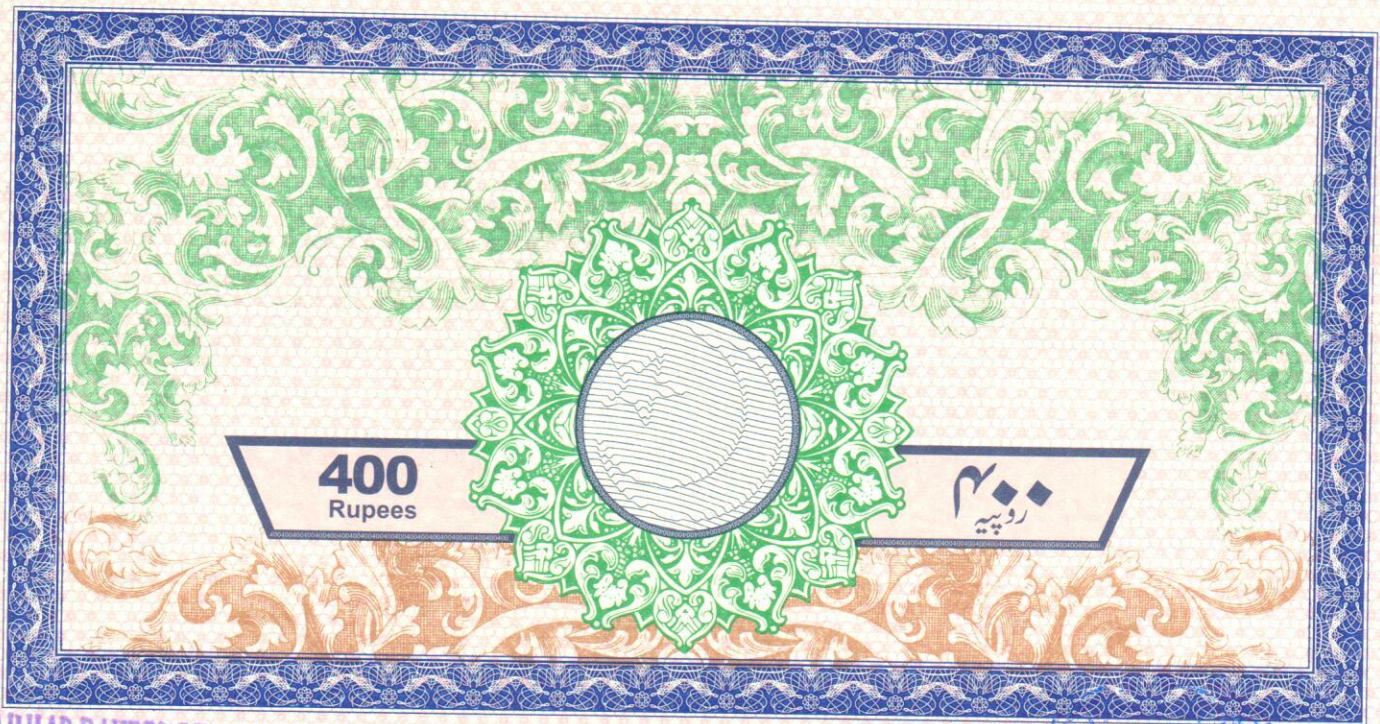


Article II

SCOPE OF PROFESSIONAL SUPPLIES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of Supply of 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 November 22, 2019.
- 2.5 The "Supplier" is committed to provide three (3) years' comprehensive onsite warranty (Manufacturer) with parts, Lamp for 12 months 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/27/18-19.
- 2.7 THE SUPPLIER will provide Assurance on a Rs.100/- valued stamp paper that the item Multimedia Projector Make Hitachi-Maxell Model CP-EX3051WN in required quantity is not smuggled from any country(ies) / source(s) and not refurbished / reconditioned remolded etc.

[Handwritten signatures]



MUHAMMAD RAHEEL STAMP VENDOR

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

S. NO. **030623**
DATE **09 OCT 2019**

ISSUED TO WITH ADDRESS **Zahid Mahmood**
THROUGH WITH ADDRESS **Advocate**
PURPOSE **R**
NOT FOR USED BANK GUARANTY/WILL/DIVORCE
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

(RUPEES FOR ONLY)

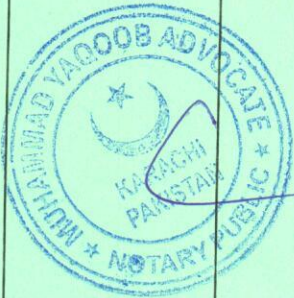


Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 4,791,150.00 (inclusive of all taxes) Multimedia Projector Make Hitachi-Maxell Model CP-EX3051WN vide tender # IT/27/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

<u>Specs</u>		<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
<u>Features</u>	<u>Details</u>	35	117,000.00	4,095,000.00
Make Hitachi-Maxell Model CP-EX3051WN				
Lumens	3,200 lumens (normal) or higher			
Display Technology	3LCD			
Contrast ratio	15000:1 or higher			
Lamp Life	210 W ,5,500 h durability (Normal) or higher			
Native Resolution	XGA, 1024 * 768, 4:3 or higher			
Resolution (supported)	1600*1200 or higher			
Monitor out option	Required			
Ports	1) HDMI (At least 02) 2) VGA(At least 02) 3) USB (At least 02) or higher			
Sound System	16Watt or higher			
Full Function Remote	Require			
Key Stone	Horizontal & vertical : ±30°			

Provide & Supply of Multimedia Projector vide tender # IT/23/18-10

Network Control	Required : Wired and wireless LAN capable, Network administration and projection.		
Network Interface	RJ-45		
Accessories	VGA Cable, Main Unit, Power Cable, Remote control incl. batteries.		
Value added services	Vendor must arrange for / provide customized training, encompassing all features and technical aspects, for at least three persons from IBA's IT staff on MHL technology and interactive projection systems at regional headquarter of the principal / manufacturer.		
Software Support	Monitor / control / projection		
Warranty	36 months with parts & labour; lamp for 12 months		
Installation	On site, free of cost		
Total		Rs. 4,095,000.00	
GST		Rs. 696,150.00	
Grand Total Amount		Rs. 4,791,150.00	

- 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

[Signature] Nawaz

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

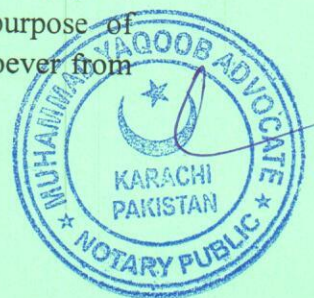
9.1 OEM warranty of THREE years parts, Lamp for 12 months must be provided by the M/s Nedo Corporation.

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 80% of the total order would be paid on successful delivery IBA Karachi.



[Handwritten signatures]

11.2 20% of the order would be paid after 6 months of installation, commissioning and integration of the equipment subject to PAT and final acceptance test by IBA.

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/27/18-19 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: _____

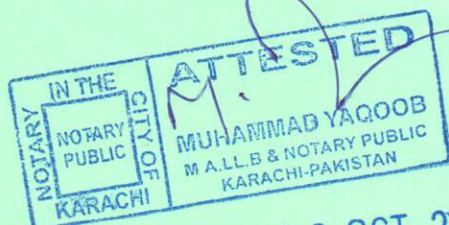
M/S Nedo Corporation
NAME: Nawaid Nisar Kalia

CNIC # 42201-5826591-9

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

2. M. Gadeer Khan _____
Nedo Corporation

CNIC# 42101-1871002-7
Address: As Above



16 OCT 2019