



SHARJEEL AHMED SHAIKH STAMP VENDOR

Licence No. 123, Shop No. 16, Karim Plaza,
Gulshan-e-Iqbal, Block-14, Near Civic Centre Karachi.

S. No:

Date: 14 JAN 2019 047703

ISSUED TO WITH ADDRESS
THROUGH WITH ADDRESS **Zahid Mehmood**
PURPOSE **Advocate**
NOT FOR USED BANK GUARANTY WILL INVOID
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

(RUPEES FIVE HUNDRED ONLY)

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day January 30th, 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 Multi-Tech Business Solution, having its office at # Suite # G59-G60, City Centre, Ground Floor Near Awami Markaz, PECHS, 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 proprietor **Syed Mohammad Hussain, holding CNIC No. 42201-0729966-1** on the SECOND PART.

WHEREAS "IBA" intends to obtain Supply of Document Scanner vide tender # IT/16/18-19 for the Supply of Document Scanner (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply of Document Scanner" and "THE SUPPLIER" have offered to render all kind of Supply of Document Scanner (including but not limited to the "Supply of Document Scanner" 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 SUPPLIER" as their official for the specific purpose of "Supply of Document Scanner Model Panasonic KVSL 1066" discussions in respect of the same with "IBA" before the determination of Scope of Supply of Document Scanner Model Panasonic KVSL 1066 with any/all other relevant details for presentation to "IBA" for Supply of Document Scanner Model Panasonic KVSL 1066. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.



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MUHAMMAD FAISAL KHAN STAMP VENDOR
Licence No. 124, Shop No. S-7, Maymar Tower
Gulshan-e-Maymar Karachi

S.NO. 48432
DATE 22 JAN 2019
ISSUED TO WITH ADDRESS Muhammad Yaqoob
THROUGH WITH ADDRESS Advocate
PURPOSE A
NOT FOR USED BANK GUARANTY/WILL/DIVORCE
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

(RUPEES ONE HUNDRED ONLY)

(2)

Article I:
DUTIES & SCOPE OF WORK AND AGREEMENT

1.1 This Agreement includes, Supply of Document Scanner Model Panasonic KVSL 1066", 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:

Specifications of scanner	
TYPE	Duplex Sheet Feed Scanning Straight Path Panasonic Model KVSL 1066
SCANNER TECHNOLOGY	CIS (Contact Image Sensor) / Black or White Background
SCANNING SPEED	Simplex: 65ppm or higher Duplex : 130ppm or higher (Binary / Colour A4 size 200 / 300 dpi or higher)
RESOLUTION	100 – 600 dpi (1 dpi step), & 1200 dpi (interpolated) Optical: 300 dpi x 600 dpi or higher (Automatic Switch)
AUTOMATIC DETECTION	Intelligent Double using Ultrasonic sensor
Automatic Document Feeder (ADF)	High Volume 100-sheets 80 g/m2 + 3-Hard Cards (ISO7810 ID-1) + Passport Book and etc
Paper Size*2	Business Card, Letter, A4, Long Document up to 220in., Passport Book Scan, Min. 1.9 x 2.1 in. & Max. 8.5 x 220 in. (Long Document Size)
Max. Scanning Page Size	216 mm x 5,588 mm (8.5 in. x 220 in.)*3 (Long Document Size)
IMAGE COMPRESSION	MH, MMR, JPEG

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	(3)
Tonal Gradation	Binary, Grayscale (8 bit), Colour, MultiStream : Binary & Grayscale, Binary & Colour
BINARY MODE HALF TONE	Dither, Error diffusion
	Ultrasonic Technology, Color CIS Type, ADF-100 Sheets & 3 Hard Cards, 600 dpi, USB 2.0, Double Feed Detection, Double Exposure,
IMAGE CONTROL	Auto Preview, Auto Scan, Error Notification Function, Auto Image Orientation, Auto Crop/Deskew, Auto Bright Adjustment, Auto Separation, Dynamic Threshold, White Level Form Paper, Blank Page Removal, Long Paper Mode, Detect Control/ Separation Sheets, Multi
	Color Drop Out, Auto Binary /Color Distinction, Color Matching,
	MultiStream, Smooth Exposure/Background, Hole Removal
OTHER FUNCTION	Length control, Patch code detection (Tpe 2, 3, T), Control sheet detection, Long Paper , Double Feed Skip
Document Prevention/Security Programmable	• Create PDF with Password Security & Password Lock Profile Setting Self Setting Sleep Mode & Auto Shut Down
Profile/Button Keys	Max 100 Profile Setting w/Password & up to 9 with Single Touch Screen Keys & Touch Free Scan.
Error Notification	Shows Dual Error on both Device/ Windows with Help Tips
OS & Application	Windows/Mac & Share Points, Page Makers, Presto or any Applications
INTERFACE	USB 2.0
ACCEESSORIES	Driver CD's, Operation Manual, Quick Installation Guide, Power Cord, USB cable (1.5m or 59 in.)
BUNDLE OF SOFTWARE	• Device driver software • ISIS driver software • TWAIN driver software • Image Capture Plus application software with OCR Engine • User Utility software • Scan Button Setting Tool • Operating manual • Control sheet • KOFAX VRS CERTIFIED • POWERED BY ABBYY
WARRANTY	3 years comprehensive on-site warranty

1.2 "THE SUPPLIER" agrees to provide any/all kind of Supply of Document Scanner Model Panasonic KVSL 1066 and Installation to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 "THE SUPPLIER" will coordinate their work with Sr. Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Supply of Document Scanner Model Panasonic KVSL.

1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.



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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 SERVICES:

2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of Supply of Document Scanner Model Panasonic KVSL 1066 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 professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.

2.4 Delivery on or before February 12, 2019.

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.

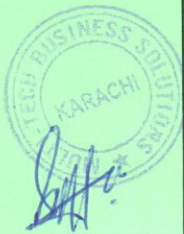
2.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.

2.7 "THE SUPPLIER", will provide all required/necessary carpenter(s) / labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/16/18-19.

Article III
REMUNERATION

3.1 The cost offered by the Supplier is Rs. 169,900.00 (inclusive of all taxes) Supply of Document Scanner Model Panasonic KVSL vide tender # IT/16/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

Specifications of scanner		Qty	Rate	Amount
TYPE	Duplex Sheet Feed Scanning Straight Path	1	145,213.62	145,214.00
SCANNER TECHNOLOGY	Panasonic Model KVSL 1066			
SCANNING SPEED	CIS (Contact Image Sensor) / Black or White Background			
RESOLUTION	Simplex: 65ppm or higher			
	Duplex : 130ppm or higher (Binary / Colour A4 size 200 / 300 dpi or higher)			
	100 – 600 dpi (1 dpi step), & 1200 dpi (interpolated)			
AUTOMATIC DETECTION	Optical: 300 dpi x 600 dpi or higher (Automatic Switch)			
Automatic Document Feeder (ADF)	Intelligent Double using Ultrasonic sensor			
Paper Size*2	High Volume 100-sheets 80 g/m2 + 3-Hard Cards (ISO7810 ID-1) + Passport Book and etc			
	Business Card, Letter, A4, Long Document up to 220in., Passport Book Scan, Min. 1.9 x 2.1 in. & Max. 8.5 x 220 in. (Long Document Size)			



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Max. Scanning Page Size	216 mm x 5,588 mm (8.5 in. x 220 in.)*3 (Long Document Size)			
IMAGE COMPRESSION	MH, MMR, JPEG			
Tonal Gradation	Binary, Grayscale (8 bit), Colour, MultiStream : Binary & Grayscale, Binary & Colour			
BINARY MODE HALF TONE	Dither, Error diffusion			
IMAGE CONTROL	Ultrasonic Technology, Color CIS Type, ADF-100 Sheets & 3 Hard Cards, 600 dpi, USB 2.0, Double Feed Detection, Double Exposure, Auto Preview, Auto Scan, Error Notification Function, Auto Image Orientation, Auto Crop/Deskew, Auto Bright Adjustment, Auto Separation, Dynamic Threshold, White Level Form Paper, Blank Page Removal, Long Paper Mode, Detect Control/ Separation Sheets, Multi Color Drop Out, Auto Binary /Color Distinction, Color Matching, MultiStream, Smooth Exposure/Background, Hole Removal			
OTHER FUNCTION	Length control, Patch code detection (Tpe 2, 3, T), Control sheet detection, Long Paper , Double Feed Skip			
Document Prevention/Security	• Create PDF with Password Security & Password Lock Profile Setting			
Programmable	Self Setting Sleep Mode & Auto Shut Down			
Profile/Button Keys	Max 100 Profile Setting w/Password & up to 9 with Single Touch Screen Keys & Touch Free Scan.			
Error Notification	Shows Dual Error on both Device/ Windows with Help Tips			
OS & Application	Windows/Mac & Share Points, Page Makers, Presto or any Applications			
INTERFACE	USB 2.0			
ACCEESSORIES	Driver CD's, Operation Manual, Quick Installation Guide, Power Cord, USB cable (1.5m or 59 in.)			
BUNDLE OF SOFTWARE	<ul style="list-style-type: none"> Device driver software • ISIS driver software • TWAIN driver software • Image Capture Plus application software with OCR Engine • User Utility software • Scan Button Setting Tool • Operating manual Control sheet • KOFAX VRS CERTIFIED • POWERED BY ABBYY 			
WARRANTY	3 years comprehensive on-site warranty			
Total		Rs. 145,214.00		
GST		Rs. 24,686.00		
Total Amount with GST		Rs. 169,900.00		

- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 25 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of Document Scanner Model Panasonic KVSL 1066 to IBA.
- 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.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies), 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 / 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 Multi-Tech Business Solution, 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 Multi-Tech Business Solution, 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 Multi-Tech Business Solution, 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 Multi-Tech Business Solution, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article IX:
MISCELLANEOUS

- 9.1 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.
- 9.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 9.3 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.
- 9.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 9.5 All terms and conditions of tender vide # IT/16/18-19 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

Address: _____

M/S Multi-Tech Business Solution
NAME: Syed Mohammad Hussain

CNIC # _____

Address:

Suite # G59- G60, City Centre
Ground Floor Near Awami Markaz,
PECHS, Shahrah-e-Faisal, Karachi,

2. Syed Kalam Nabi _____

CNIC# 42501-5841588-5

Address: G59-G60, City Centre,

Ground Floor, Near Awami Markaz

PECHS, Shahrah-e-Faisal, Karachi