

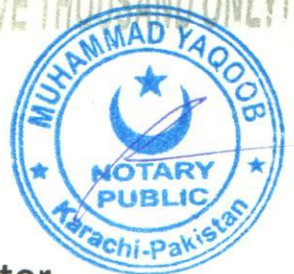
124495



STAMP OFFICE CITY COURT, KARACHI

Issued to: Zohid Mehrooz Boh
 CNIC/REG No. 449444
 Date D.S. No. 01 Dt. 16-4-21
 18 APR 2021
 Number of Challan No. 20 Dt. 16-4-21
 for the purpose of 52
 Entry No. 01 Dt. 16-4-21

RUPEES TWENTY FIVE THOUSAND ONLY

**AGREEMENT****Provision & Commissioning of Multimedia Projector**

THIS AGREEMENT is executed at KARACHI, on this day April 21, 2021.

BETWEEN

M/s Institute of Business Administration, 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 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. 42201-5826591-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision & Commissioning of Multimedia Projector vide tender # IT/08/20-21 for the Provision & Commissioning of Multimedia Projector (IBA requirement) discussions in respect of the same before the determination of scope of supply will be held with "IBA" as "Provision & Commissioning of Multimedia Projector" and "THE SUPPLIER" have offered to render all kind of Provision & Commissioning of Multimedia Projector (including but not limited to the "Provision & Commissioning 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.

D581492



ABDUL WAHEED STAMP VENDOR
Shop No.1, Syed Village, Malir, Karachi

Licence No. 105

S.NO.

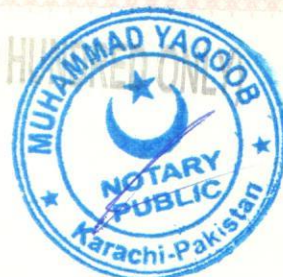
DATE

011722

12 APR 2021

AHID MEHMOOD
Advocate

(RUPEES TWO HUNDRED)



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 "Multimedia Make Maxell" discussions in respect of the same with "IBA" before the determination of Scope of Supply of Multimedia Projector Make Maxell with any/all other relevant details to "IBA". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

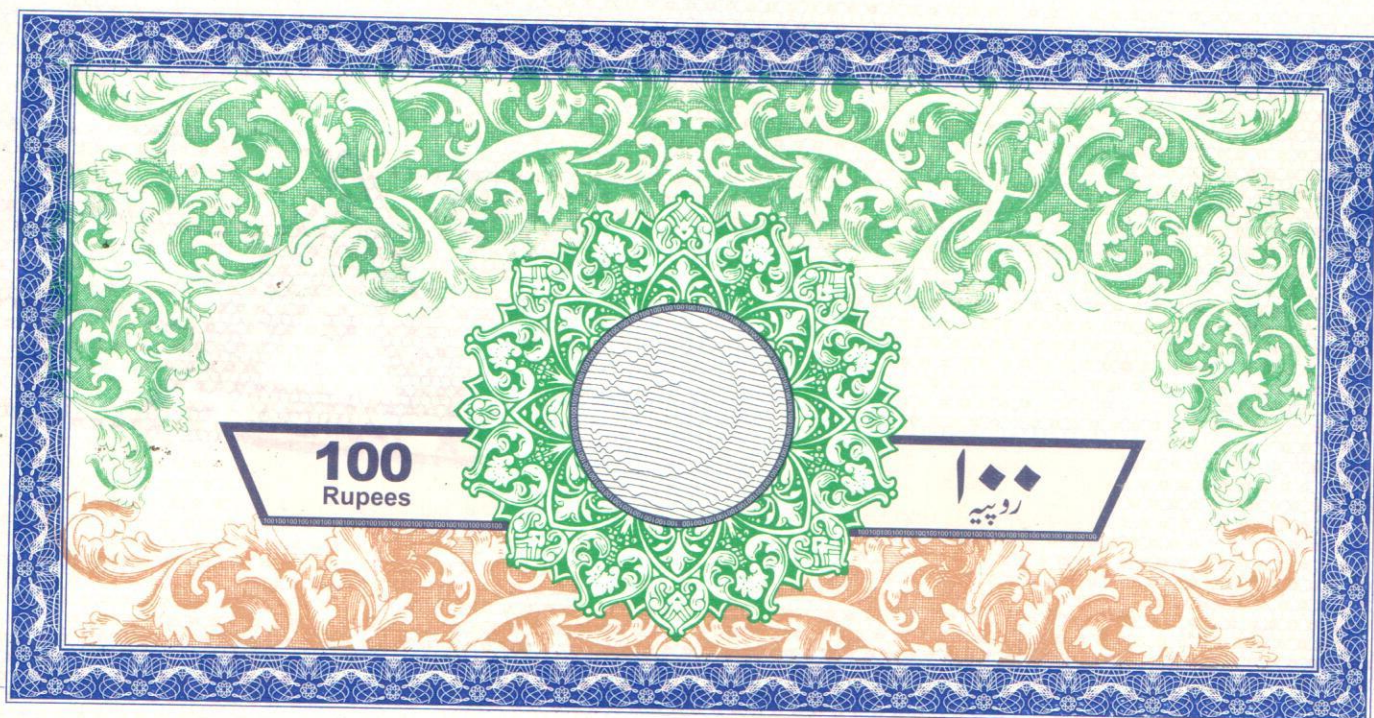
Article I

DUTIES & SCOPE OF SUPPLIES AND AGREEMENT

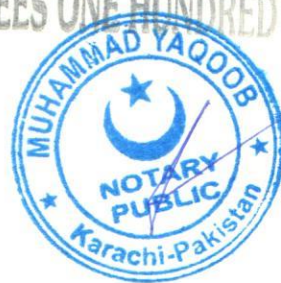
1.1 This Agreement includes, "Multimedia Projector Make Maxell, discussions with "IBA" before the determination of scope of supply with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

S.#	Multimedia Projectors	
1	Normal (Classroom) Projector	
	Features/Specifications	Details
	Make & Model	Maxell MC-EX3051
	Lumens	3,300 lumens (normal) or higher
	Display Technology	3LCD
	Contrast ratio	15000:1 or higher
	Lamp Life	210 W, 6,000 h durability (Normal) or higher
	Native Resolution	XGA, 1024 * 768 4:3
	Resolution (supported)	1600*1200 or higher

U092994



(RUPEES ONE HUNDRED ONLY)



SHARJEEL AHMED SHAIKH STAMP VENDOR
 Licence No. 123, Shop No. 16, Karim Plaza,
 Gulshan-e-Iqbal, Bl-14, Near Civic Centre Karachi.

S. NO. DATE 01 APR 2021

023496

ISSUED TO WITH ADDRESS
 THROUGH WITH ADDRESS
 PURPOSE
 NOT FOR USED BANK GUARANTY/WILL/DIVORCE
 VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

Zahid Mahmood
 Advocate

	Ports	1) HDMI (At least 2)
		2) VGA (At least 2)
		3) USB (At least 1) or higher
	Sound System	16 Watt or higher
	Full Function	Required
	Remote	
	Key Stone	Horizontal & vertical : $\pm 30^\circ$
	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.
	Software Support	Monitor / control / projection
	Warranty	36 months with parts & labour; lamp = 12months
2	Installation	On site, free of cost
	Mid-Range (Mini Auditorium) Projector	
	Features/Specifications	Details
	Make & model	Maxell MC-EU5001
	Lumens	5,000 lumens (normal) or higher
	Display Technology	3LCD
	Contrast ratio	15000:1 or higher
	Lamp Life	250 W, 4,000 h durability (Normal) or higher
	Native Resolution	WUXGA, 1920 * 1200 16:10

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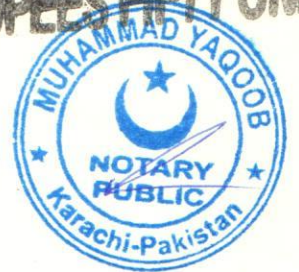


MUHAMMAD NASIM QADRI STAMP VENDOR
LIC # 84, Plot # 1/221-C, Liaquatabad No.1.
Karachi. 4893

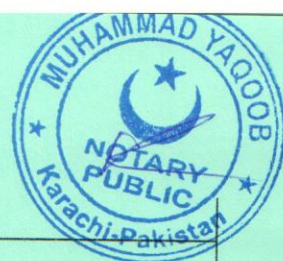
S.No:.....
Date:.....
Issue to with Address:.....
Through with Address:.....
Purpose:..... Attached.....
Stamp Vendors Signature:.....
(DO NOT USE DIVORCE & WILL PURPOSE)
Vendor is not Responsibility for fake Documents

15 APR 2021
BADRUL ISLAM QADRI
ADVOCATE
L.NO 2996 H.C KARACHI

RUPEES FIFTY ONLY



	Ports	1) HDMI (At least 2)
		2) VGA (At least 2)
		3) USB (At least 1) or higher
	Sound System	16 Watt or higher
	Full Function	Required
	Remote	
	Key Stone	Horizontal & vertical : $\pm 30^\circ$
	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.
	Software Support	Monitor / control / projection
	Warranty	36 months with parts & labour; lamp = 12months
	Installation	On site, free of cost
3	Interactive (Touch) Projector	
	Features/Specifications	Details
	Make & model	Maxell MC-TW3506
	Lumens	3,500 lumen-(Normal) or higher
	Display Technology	3LCD contrast 14000:1 or higher
	Lamp Life	250 W, 4,000 hrs durability (Normal) or higher
	Native Resolution	WXGA, 16:10
	Input	1) HDMI (At least 2)
		2) VGA (At least 2)
		3) USB (At least 1) or higher



Sound System	16 Watt Stereo or higher
Full Function	Require
Remote	
Key Stone	Vertical: -3 to +3 degrees or higher
	Horizontal: -3 to +3 degrees or higher
Network Control	Require: Network administration, Network projection, Wireless LAN capable.
Network Interface	RJ-45
Multi user function	Required
Interactive, touch function	Pen & finger
Throw	Ultra short
Accessories	Interactive pen, finger touch sensor device, VGA Cable, Main Unit, Power Cable, Remote control incl. batteries.
Software Support	Monitor / Control / Projection / Interactivity
Integrated mounting kit	Required
Warranty	36 months with parts & labour; lamp = 12months
Installation	Onsite installation free of cost

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Provision & Commissioning 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 Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision & Commissioning 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".

Article II

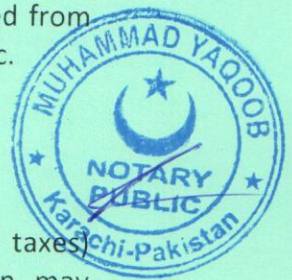
SCOPE OF PROFESSIONAL SUPPLIES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of Provision & Commissioning 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 Head of Procurement "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 May 31, 2021.

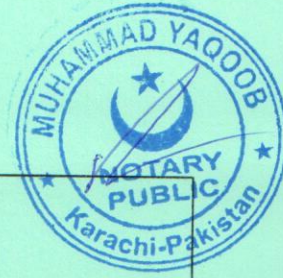
- 2.5 The "Supplier" is committed to provide three (3) years' comprehensive onsite warranty (Manufacturer) with parts & labour including 12 months lamp warranty.
- 2.6 "THE SUPPLIER", will provide all required/necessary transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/08/20-21.
- 2.7 THE SUPPLIER will provide Assurance on a Rs.100/- valued stamp paper that the item Multimedia Projector Make Maxell in required quantity is not smuggled from any country(ies) / source(s) and not refurbished / reconditioned remolded etc.

Article III
REMUNERATION

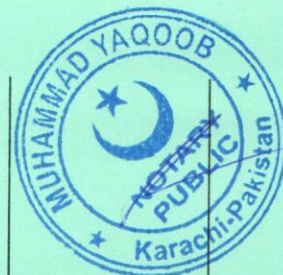
- 3.1 The cost offered by the Supplier is Rs. 7,236,450.00 (inclusive of all taxes) Multimedia Projector Make Maxell vide tender # IT/08/20-21 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;



S.#	Multimedia Projectors		Qty	Rate	Amount
1	Normal (Classroom) Projector		55	99,000.00	5,445,000.00
	Features/Specifications	Details			
	Make & Model	Maxell MC-EX3051			
	Lumens	3,300 lumens (normal) or higher			
	Display Technology	3LCD			
	Contrast ratio	15000:1 or higher			
	Lamp Life	210 W, 6,000 h durability (Normal) or higher			
	Native Resolution	XGA, 1024 * 768 4:3			
	Resolution (supported)	1600*1200 or higher			
	Ports	1) HDMI (At least 2)			
		2) VGA (At least 2)			
		3) USB (At least 1) or higher			
	Sound System	16 Watt or higher			
	Full Function	Required			
	Remote				
	Key Stone	Horizontal & vertical : ±30°			
	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.			
	Software Support	Monitor / control / projection			
	Warranty	36 months with parts & labour; lamp = 12months			
	Installation	On site, free of cost			



2	Mid-Range (Mini Auditorium) Projector		02	225,000.00	450,000.00
	Features/Specifications	Details			
	Make & model	Maxell MC-EU5001			
	Lumens	5,000 lumens (normal) or higher			
	Display Technology	3LCD			
	Contrast ratio	15000:1 or higher			
	Lamp Life	250 W, 4,000 h durability (Normal) or higher			
	Native Resolution	WUXGA, 1920 * 1200 16:10			
	Ports	1) HDMI (At least 2)			
		2) VGA (At least 2)			
		3) USB (At least 1) or higher			
	Sound System	16 Watt or higher			
	Full Function	Required			
	Remote				
	Key Stone	Horizontal & vertical : ±30°			
	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.				
Software Support	Monitor / control / projection				
Warranty	36 months with parts & labour; lamp = 12months				
Installation	On site, free of cost				
3	Interactive (Touch) Projector		1	290,000.00	290,000.00
	Features/Specifications	Details			
	Make & model	Maxell MC-TW3506			
	Lumens	3,500 lumen-(Normal) or higher			
	Display Technology	3LCD contrast 14000:1 or higher			
	Lamp Life	250 W, 4,000 hrs durability (Normal) or higher			
	Native Resolution	WXGA, 16:10			
	Input	1) HDMI (At least 2)			
		2) VGA (At least 2)			
		3) USB (At least 1) or higher			
	Sound System	16 Watt Stereo or higher			
	Full Function	Require			
	Remote				
	Key Stone	Vertical: -3 to +3 degrees or higher			
		Horizontal: -3 to +3 degrees or higher			



Network Control	Require: Network administration, Network projection, Wireless LAN capable.		
Network Interface	RJ-45		
Multi user function	Required		
Interactive, touch function	Pen & finger		
Throw	Ultra short		
Accessories	Interactive pen, finger touch sensor device, VGA Cable, Main Unit, Power Cable, Remote control incl. batteries.		
Software Support	Monitor / Control / Projection / Interactivity		
Integrated mounting kit	Required		
Warranty	36 months with parts & labour; lamp = 12months		
Installation	Onsite installation free of cost		
Total			Rs. 6,185,000.00
17% GST			Rs. 1,051,450.00
Total Amount			Rs. 7,236,450.00

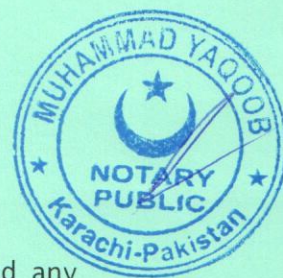
- 3.2 Liquidated damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery up to 10% of the total contract value.
- 3.3 Performance Security 5% of total amount of Purchase Order will be provided by the party.
- 3.4 Stamp Duty @ 0.35% of the cost of transaction / 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 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 One year for Lamp.

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% payment would be made after delivery of equipment and remaining 20% amount will be paid after successful commissioning within 15 days.
- 11.2 Invoice / bill should be submitted to Procurement 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/08/20-21 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: Dr. Muhammad Asad Ilyas

CNIC # _____

Address:

Registrar, Institute of Business
Administration Main Campus
University Enclave, Karachi

WITNESS:

1. _____

Syed Fahad Jawed

CNIC # 42201-9128136-3

Address:

Head of Procurement
Institute of Business
Administration Main Campus
University Enclave, Karachi

Focal Person IBA

Mr. Abdul Qadir

Dr. Mohammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

M/S Nedo Corporation

NAME: Nawaid Nisar Kalia

CNIC # 422015826591-9

Address:

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

M/s Nedo Corporation

NAME:

CNIC # 42101-1871002-7

Address:

As Above.

