

MUHAMMAD ASHIO STAMP VENDOR
H # HIVA, Slayton Guarter James to Road # 1, KPL
Lic. No. 151
S. No.

46845

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DATE: 03 A

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## **AGREEMENT**

THIS AGREMENT is executed at KARACHI, on this day April. . 2.6.., 2018.

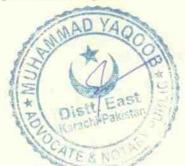
#### BETWEEN

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.

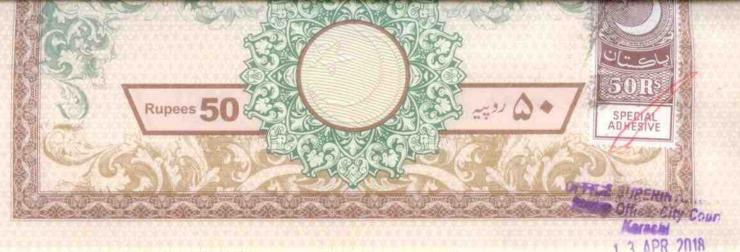
#### AND

M/s K&B Enterprises, having its office at 26A, Al-Mujeeb Garden Model Colony Karachi, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Muhammad Waseem, holding CNIC No.42501-6226606-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain Cordless, Collar Mic & Amplifier vide tender # ME/17/17-18 for the Supply of Cordless, Collar Mic & Amplifier (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply of Cordless, Collar Mic & Amplifier" and "THE SUPPLIER" have offered to render all kind of Supply of Cordless, Collar Mic & Amplifier (including but not limited to the "Supply of Cordless, Collar Mic & Amplifier" 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.



Continued on Page Two.



14 APR 2018

Muhammad Habib Stamp Vendor
Licence No. 39, Shop No. 1, Plot No. 9
Opp. Muhammad Ali Market, Jamshed Road # 3,
S No. 37 46 Date
Issued to With Address
Through With Address
Purpose
Value Rs.
Stamp Vendor & Signature
Ledger No. 16285, Khi.

Not For Used Free Will & Divorce Deed Vendor Not Responsible Any Fake Documents

Page Two 1

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 Cordless, Collar Mic & Amplifier" discussions in respect of the same with "IBA" before the determination of Scope of Supply of Cordless, Collar Mic & Amplifier to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Supply of Cordless, Collar Mic & Amplifier. "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 WORK & AGREEMENT

- 1.1 This Agreement includes, the "Supply of Cordless, Collar Mic & Amplifier", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Supply of Cordless, Collar Mic & Amplifier to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

Continued on Page Three.



(RUPEES ONE THOUSAND ONLY

AAMIR ALI STAMP VENDOR Flat No. A-S, Lawrance Plaza. Garden West, Karachi

Lic. No. 38 3. No.

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DATE: 0 7 FEB 2010

M. HAMMAD

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- 1.3 "THE SUPPLIER" will coordinate their work with Manager Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Supply of Cordless, Collar Mic & Amplifier.
- 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.
- 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 Cordless, Collar Mic & Amplifier in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Manager Purchase & 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.

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2.6 "THE SUPPLLIER", will provide all required/necessary carpenter(s) / labor(s) / transportation(s) / cartage(s) what so ever required to complete the project at the cost/charges amount offered in the tender vide # ME/17/17-18.

### Article III REMUNERATION

3.1 The cost offered by the Supplier is Rs. 318,731.40 (inclusive of all taxes) Provide & Supply of Cordless, Collar Mic & Amplifier vide tender # ME/17/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc.

S.#	Specification	Quoted Brand	Quoted Model	Qty	Rate	Amount
1	Cordless Hand Hold Mic with Receiver  Make: SGDR SR880II  Weight: 305 Hundredths Pounds  Dimensions: L 15.8 x W 12 x  H 3.2 inches	SGDR	88011	15 set	3,329.00	49,935.00
	Cordless Collar Mic with Transmitter & Receiver					
2	Make: SGDR 880II or equivalent Wireless Microphone SGDR Tie Clip Mic Vhf Of Component Model:SR-880II	SGDR	8011	15 set	3,329.00	49,935.00
	Amplifier 2-Channel					
3	Make: SHOW Model:SA-30  Output Power: stereo mode, 4 Ω/ch, 2,600 W mono-bridged mode, 4 Ω, 5,600 W MAX output voltage/ current: 165 Vpeak / 102 Apeak  AC mains power: Power Supply: Universal, regulated switch mode with PFC (Power Factor Correction)  Audio  Gain. selectable 26 dB 29 dB 32 dB 35 dB	Anter M	PA 935	10 nos	17,255.00	172,550.00

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Weight 17.7 lb (8 kg)	Rs. 272,420.00 Rs. 46,311.40 Rs. 318,731.40	
>106 dBA (20 Hz - 20 kHz, A weighted) THD+N/SMPTE IMD/DIM 100 IMD <0.3% from 1 W to full power (typically <0.05%) Rear Panel Audio input : Analog: 2 x balanced XLR female; AES3: use channel 2 XLR Audio output: Analog: 2 x balanced XLR male Speaker output: 2 x Neutrik® Speakon NL4MD Network data port: RS485 1 x RJ45 Characteristics Dimensions (H, W, D) 1 RU x 19" x 15" (44.5 x 483 x 380 mm)		

- 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 Work Order. Work will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of Cordless, Collar Mic & Amplifier to IBA.
- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.4 Performance Security 5% of total amount of Work 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.

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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 K&B Enterprises, 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 K&B Enterprises, 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, contact, or other instrument, be stand void at the discretion of the IBA.

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any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s K&B Enterprises, 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 Work Order.

9.5 All terms and conditions of tender vide # ME/17/17-18 will be the integral part of this. East 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.

CK/
"IBA" Aamer Shahbbir
NAME: Aamsterd Manager Administration Institute of Business Administration (IBA),
CNIC # Karachi, Pakistan
Address:
G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi  1.
11/15/11
M SOHAIL KHAN
Manager Purchase & Stores
nstriuse of Business Administration
CNIC # Karachi-Pakistan
Address:
CNIC#

Address:

M/S K&B Enterprises
NAME: M. Waseem

CNIC # 42501-6226606-9

Address:

Address: 26-A, Al-Mujeeb Garden, Model Colony, Karachi

2. M. Nayang Khan
CNIC# 42101_5254376-1
Address: K.68 Henou Bales
Bl. 18 Gr. Julia
CNIC #
Address: