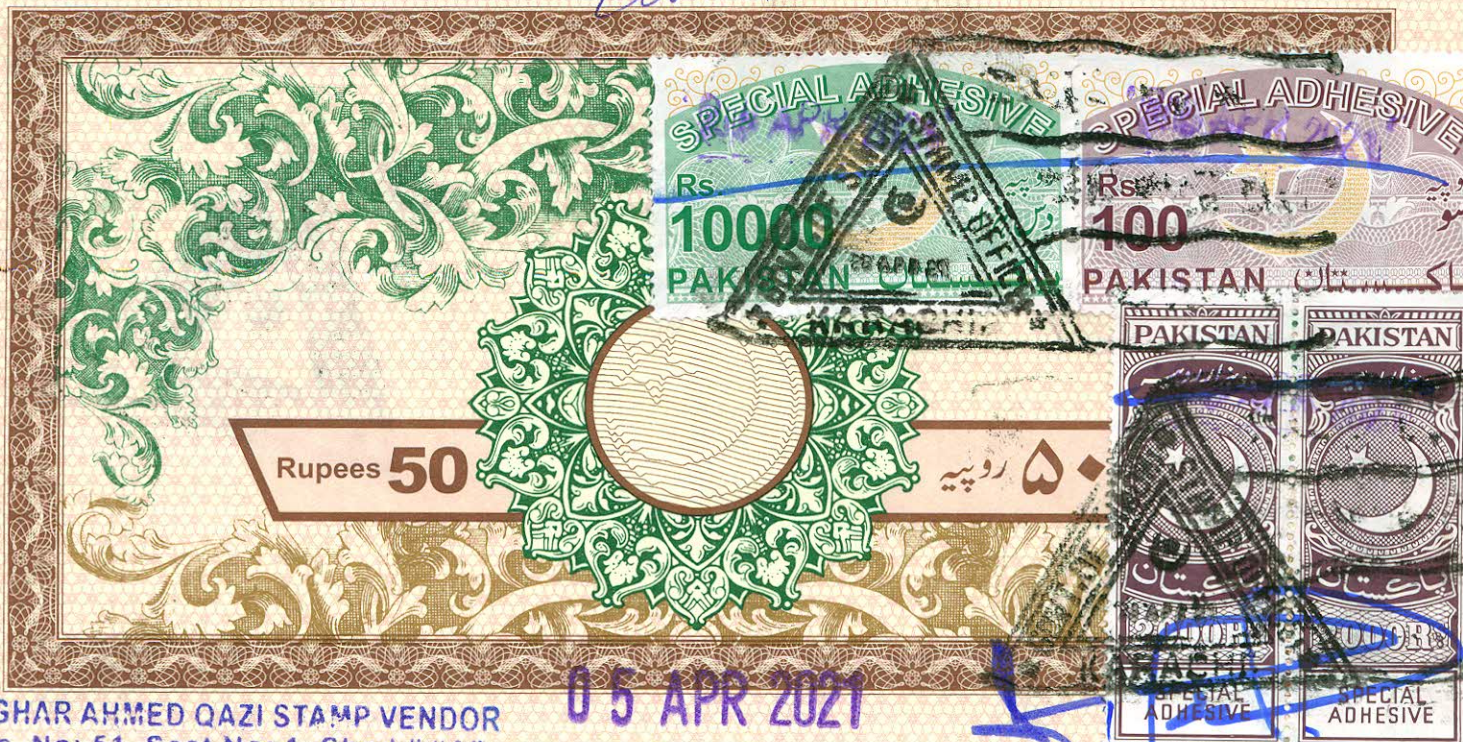


28/4/21 14/10  
Cto 229.

ASGHAR AHMED QAZI STAMP VENDOR  
Lic. No: 51, Seat No: 1, Shed # "A",  
City Court, Karachi.

S.NO. 4215 DATE \_\_\_\_\_

ISSUED TO WITH ADDRESS \_\_\_\_\_

THROUGH TO WITH ADDRESS \_\_\_\_\_

PURPOSE \_\_\_\_\_

VALUE RS \_\_\_\_\_

STAMP VENDOR SIGNATURE \_\_\_\_\_

**ANWAR AHMED**  
Advocate  
Lodger No. 3155/H.C.

**AGREEMENT**

Provision of Electrical Items

OFFICE SUPERINTENDENT  
Stamp Office, City Court

28.4.21. Karachi  
10 APR 2021

THIS AGREEMENT is executed at KARACHI, on this day April 29, 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 Amisco, having its Office # 1-King's Court Abdullah Haroon Road, Saddar, 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 Manager Corporate **Mr. Abbas Ali**, holding CNIC No. 42101-1608980-9 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Provision of Electrical Items vide tender # ME/14/20-21 for (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provision of Electrical Items" and "THE SUPPLIER" have offered to render all kind of Provision of Electrical



Items (including but not limited to the "Provision of Electrical Items" 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 "Provision of Electrical Items" discussions in respect of the same with "IBA" before the determination of Scope of Provision of Electrical Items. "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 SUPPLY AND AGREEMENT**

- 1.1 This Agreement includes, the "Provision of Electrical Items", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Provision of Electrical Items 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 Operations & Maintenance of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision of Electrical Items.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".





**Article II**  
**SCOPE OF PROFESSIONAL SERVICES:**

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provision of Electrical Items 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 Delivery on or before May 30, 2021.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # ME/14/20-21

**Article III**  
**REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs.4,042,020.00 (inclusive of all taxes) Provision of Electrical Items vide tender # ME/14/20-21 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

			M/s.Amisco		
Sr. #	Description	Qty	Quoted Brand	Rate	Amount
1	COPPER PIPE (22-gauge) SIZE: 3/8, Length: 50 feet packet	38	China	6,923.08	263,077.04
2	COPPER PIPE (22-gauge) SIZE: 5/8, Length: 50 feet packet	48		11,965.81	574,358.88
3	COPPER PIPE (22-gauge) SIZE: 1/2, Length: 50 feet packet	50		9,572.65	478,632.50
4	COPPER PIPE (22-gauge) SIZE: 1/4, Length: 50 feet packet	60		4,358.97	261,538.20





5	COPPER PIPE 3/4 (22 gauge) qty in 50 feets packet	10		14,700.85	147,008.50
6	FLARE NUT 1/4,	118		55.00	6,490.00
7	FLARE NUT 1/2,	118		120.00	14,160.00
8	FLARE NUT 5/8,	118		162.00	19,116.00
9	FLARE NUT 3/8,	118		120.00	14,160.00
10	FLARE NUT 3/4	100		285.00	28,500.00
11	AEROFLEX 7/8, -Packet of 6-ft length	30	Durkee China	149.57	4,487.10
12	AEROFLEX 3/4, - Packet of 6-ft length	30	Durkee China	141.03	4,230.90
13	AEROFLEX 3/4 - Packet of 6ft length	200	Durkee China	141.03	28,206.00
14	SAFETY BREAKER 16 Amp, Double Pole Brand: Mitsubishi or Equivalent	150	LS Korea	683.76	102,564.00
15	OPEN PVC BOX, Size: 3" x 3"	500	China	49.69	24,845.00
16	OPEN PVC BOX, Size: 3" x 6"	300	China	72.36	21,708.00
17	WELDING RODS (PACKET) Flux Coated Blue Welding Rods For HVAC Repairing	1	Flux Coated	7,450.00	7,450.00
18	MOBIL OIL. for STP BLOWER S2G-220 qty in liters Brand: SHELL OMALA or equivalent	30	Shell Omala	640.00	19,200.00
19	GREASE. FOR STP BLOWER . Box of 1-kg. ZL-3 LITHIUM	10	ZL Lithium	600.00	6,000.00
20	BRASS GATE VALVE 2 INCHES FOR STP Brand: KITZ or equivalent	6	Kitz Japan	7,521.37	45,128.22
21	BRASS GATE VALVE 3 INCHES FOR STP Brand: KITZ or equivalent	6	Kitz Japan	19,273.50	115,641.00





22	BRASS GATE VALVE 1-1/2 INCHES FOR STP Brand: KITZ or equivalent	6	Kitz Japan	4,700.85	28,205.10
23	CUTTER HEXA BLADE (unit-each)	50	China	85.00	4,250.00
24	KWH STATIC SINGLE PHASE TWO WIRE ENERGY METER 240V 10(40)A 50 Hz Brand: VERTEX ELECTRONICS or equivalent Make & Model: VTX-12B	24	Vertex TX-12B	2,416.00	57,984.00
25	BREAKER BOX Distribution Box for Leakage of electricity and current circuit Breaker Make & Model: L-2	24	L-2	250.00	6,000.00
26	BREAKER 32AMP SINGLE POLE Brand: Schneider or equivalent	48	Schneider	558.12	26,789.76
27	LED OUTDOOR LIGHT 10 WATTS AC85-265V 50/60Hz Brand: FIAM or equivalent	50	Fiam	2,106.84	105,342.00
28	WIRE 6MM, 2 CORE Brand: Pakistan Cable / equivalent	2	Pakistan Cable	38,119.66	76,239.32
29	PVC CHANNEL PATTI 16/25 Brand: ADAMJEE or equivalent	350	Adamjee	314.00	109,900.00
30	BRASS VALVE 1/4 INCHES FOR A/C OUTDOOR UNIT	12	China	430.00	5,160.00
31	BRASS VALVE 1/2 INCHES FOR A/C OUTDOOR UNIT	12		730.00	8,760.00
32	BRASS VALVE 3/8 INCHES FOR A/C OUTDOOR UNIT	12		630.00	7,560.00
33	BRASS VALVE 5/8 INCHES FOR A/C OUTDOOR UNIT	12		1,050.00	12,600.00
34	BRASS VALVE 3/4 INCHES FOR A/C OUTDOOR UNIT	12		1,580.00	18,960.00
35	CHARGING LINE PIN VALVE FOR SPLIT A/C REPAIRING	24		100.00	2,400.00
36	WELDING RODS 2MM (PACKET)	6		320.00	1,920.00
37	A/C STAINER	24		200.00	4,800.00





	FOR SPLIT A/C REPAIRING				
38	FILTER DRYER FOR WATER COOLER	24		290.00	6,960.00
39	REFRIGRANT FILTER DRYER FOR HVAC REPAIRING	24		200.00	4,800.00
40	LT HOLE SAW SET 2-1/2 INCHES	12		1,650.00	19,800.00
41	LT HOLE SAW SET 3 INCHES	12		1,900.00	22,800.00
42	DRILL BIT LT 3/8 INCHES X 1 FEET	12	Bosch	745.00	8,940.00
43	DRILL BIT LT 5/8 INCHES X 1 FEET	12	Bosch	800.00	9,600.00
44	DRILL BIT LT 1/4 INCHES X 4 INCHES	12	Bosch	500.00	6,000.00
45	PVC CHANNEL DUCT 4X4 Brand: ADAMJEE or equivalent	20	Adamjee	3,005.00	60,100.00
46	ALUMINIUM CHANNEL DUCT 4 INCHES	50	China	1,440.00	72,000.00
47	GREASE General Purpose (in KG)	10	China	500.00	5,000.00
48	REFRIGERANT RECOVERING MACHINE with connecting leads, gauges, cylinder. Model RG-6 or equivalent Make Robinair or equivalent	1	Robinair	303,418.80	303,418.80
49	DIGITAL WEIGHT MACHINE Platform Type with capacity upto 200kg	1	China	10,256.41	10,256.41
50	DRILL MACHINE Power Input: 900 W In Concrete: 6-32 mm In Steel: 13 mm In Wood : 12 mm No-Load Speed: 0-760 RPM Impact Rate: 0-3600 bpm Weight: 4.7 kg, VOLT: 220 DFR-32 new model Make- Bosch or equivalent	1	Bosch GBH-4 32 DFR	90,461.54	90,461.54
51	ROWEL BOLT 10 MM SS local	300	SS Local	210.00	63,000.00





52	LT Drill Bit 6 inches (Black) 10 mm thickness	12	Bosch	600.00	7,200.00
53	WRAPPING TAPE - Packet of 30ft	100	China	120.00	12,000.00
54	INSULATION TAPE 2-inch width – standard roll	100	China	130.00	13,000.00
55	TEFLON TAPE	100	Germany	35.00	3,500.00
56	PVC TAPE (Green color only)	50	Osaka	35.00	1,750.00
57	A/C OUTER BRACKET (set)	100	Local	650.00	65,000.00
58	STEEL NAIL 1 inches 3mm - packet of 0.5kg	12	Taiwan	320.00	3,840.00
59	STEEL NAIL 1.5 inches 3mm - packet of 0.5kg	6	Taiwan	320.00	1,920.00
<b>Total</b>				Rs. 3,454,718.27	
<b>17% GST</b>				Rs. 587,302.11	
<b>Grand Total Amount</b>				Rs. 4,042,020.38	

- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 30 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 Provision of Electrical Items.
- 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 papers 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 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 any time after issuing a 30 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:**  
**WARRANTY**

7.1 M/s Amisco should provide OEM warranty.

**Article VIII:**  
**NOTICE**

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

**Article IX:**  
**INTEGRITY PACT**

9.1 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).





9.2 Without limiting the generality of the forgoing the M/s Amisco, 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.

9.3 M/s Amisco, 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.

9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Amisco, 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 Amisco as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**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:**  
**MISCELLANEOUS**

11.1 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.






11.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

11.3 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.

11.4 All terms and conditions of tender vide # ME/14/20-21 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.

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

"IBA"

NAME: Dr. Muhammad Asad Ilyas


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

Address:

Registrar, Institute of Business

Administration Main Campus

University Road, Karachi

  
M/s Amisco  
NAME: Abbas Ali

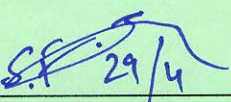
CNIC # 42101-1608980-9

Address:

1-King's Court Abdullah

Haroon Road, Saddar, Karachi

**WITNESS:**

1.   
Syed Fahad Jawed

CNIC # 42201-9125136-3

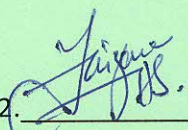
Address:

Head of Procurement

Institute of Business

Administration Main Campus

University Road, Karachi

2.   
M/s Amisco  
NAME: FAIZAN SIDDIQUI  
CNIC # 42201-8304014-3  
Address: 1-KING'S COURT, ABDULLAH  
HARUN ROAD, KARACHI

Focal Person IBA

Sr. Manager Operations & Maintenance

