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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 Floor Standing & Split ACs” discussions in respect of the same with “IBA” before the determination of Scope of Provision of Floor Standing & Split ACs. “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 Floor Standing & Split ACs”, 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 Floor Standing & Split ACsto “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 Floor Standing & Split ACs.
- 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 contractor. 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 Floor Standing & Split ACs 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 January 15, 2021.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 “THE SUPPLLIER”, 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/05/20-21

Article III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs.4,932,400.00 (inclusive of all taxes) Provision of Floor Standing & Split ACs vide tender # ME/05/20-21 variation may

occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

			M/s Amisco	
S.#	Specification	Qty	Rate	Amount
1	Supply of Floor Standing ACs Capacity: 2 Ton – cooling only Specifications: Technical BTU Capacity 2 Ton(24000 BTU) Warranty:1 Year Parts 3 Years Compressor Double Fan Brand: Kenwood - Model # 24	20 units	93,162.39	1,863,247.80
2	Supply of Floor Standing ACs Capacity: 4 Ton – cooling only Specifications: Technical BTU Capacity 4 Ton(48000 BTU) Warranty:1 Year Parts 3 Years Compressor Double Fan Brand: Kenwood - Model # 48	06 units	169,145.30	1,014,871.80
3	Supply of Split AC 1 Ton Wall Mounted Capacity: 1 Ton AC Functionality: Cooling AC Design: Wall Mount Cooling Capacity: 12000 BTU Gas: R-22 Current: 7 amp : Voltage: 200 – 220 V Warranty:1 Year Parts 3 Years Compressor Brand: Green Air - Model # GAW 12	05 units	48,717.95	243,589.75
4	Supply of Split AC 1.5 Ton Wall Mounted 1.5 ton (18000 BTU) Cool, Gas-R22 Warranty:1 Year Parts & 3 Years Compressor Brand: Green Air - Model # GAW 18	10 units	60,683.76	606,837.60
5	Supply of Split AC 2 Ton Wall Mounted 2.0 ton (24000 BTU) Cool, Gas-R22 Warranty:1 Year Parts & 3 Years Compressor Brand: Green Air - Model # GAW 24	06 units	81,196.58	487,179.48
Total			Rs. 4,215,726.43	
17% GST			Rs. 716,673.49	
Total Amount			Rs. 4,932,400.00	

- 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 Floor Standing & Split ACs.
- 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 1 year parts and 3 years compressor 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

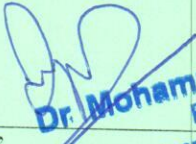
- 10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

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/05/20-21 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. Asad Ilyas

"IBA"

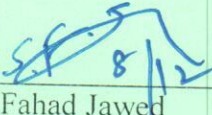
NAME: Dr. Muhammad Asad Ilyas

CNIC # _____

Address:

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

WITNESS:

1. 
Syed Fahad Jawed

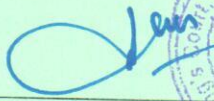
CNIC # _____

Address:

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

Focal Person IBA

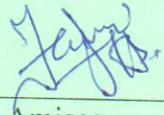
Rehan Hussain


M/s Amisco
NAME: Abbas Ali

CNIC # 42101-1608980-9

Address:

1-King's Court Abdullah
Haroon Road, Saddar, Karachi

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

