

299358



STAMP OFFICE CITY COURT, KARACHI

(RUPEES FIVE THOUSAND ONLY)

Issued to

CNIC/LEG No.

Vide D.S.R. No.

On behalf of Challan No.

Purpose of

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

Date

**AGREEMENT****Provide, Supply & Installation with Commissioning of Floor Standing ACs**THIS AGREEMENT is executed at KARACHI, on this day January...<sup>22</sup> 2020.**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 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 Manager Corporate Mr. Abbas Ali, holding CNIC No. 42101-1608980-9 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Provide, Supply & Installation with Commissioning of Floor Standing ACs vide tender # ME/02/19-20 for the Provide, Supply & Installation with Commissioning of Floor Standing ACs (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Provide, Supply & Installation with Commissioning of Floor Standing ACs" and "THE SUPPLIER" have offered to render all kind of Provide, Supply & Installation with Commissioning of Floor Standing ACs (including but not limited to the "Provide, Supply & Installation with Commissioning of Floor Standing ACs" 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:**

677743



KASHIF RAZA STAMP VENDOR  
Licence No. 02 G-14, Spanish Homes  
Phase-1, D.H.A., Karachi.

24 DEC 2019

(RUPEES TWO THOUSAND ONLY)

S.no ... 19798 ... Date .....  
Issued To With Address ..... MUHAMMAD SABIR  
Through With Address ..... Advocate: HC/8309/Khi  
Purpose .....  
Value Rs .....  
Stamp Vendor's Signature .....  
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

**WITNESSETH**

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Provide, Supply & Installation with Commissioning of Floor Standing ACs" discussions in respect of the same with "IBA" before the determination of Scope of Provide, Supply & Installation with Commissioning of Floor Standing 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, INSTALLATION & COMMISSIONING AND AGREEMENT**

- 1.1 This Agreement includes, the "Provide, Supply & Installation with Commissioning of Floor Standing 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 Provide, Supply & Installation with Commissioning of Floor Standing ACs 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 Provide, Supply & Installation with Commissioning of Floor Standing ACs.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, 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 "THE SUPPLIER" is responsible for the safety of all its activities including protection of the environment on and off the site in accordance to the best international practices.
- 1.8 All logistic charges will be borne by "THE SUPPLIER".

689947



KASHIF RAZA STAMP VENDOR  
Licence No. 02 G-14, Spanish Homes  
Phase-1, D.H.A., Karachi.

09 JAN 2020

S.no. 22261 Date .....

Issued To With Address.....

Through With Address.....

Purpose.....

Value Rs. 2000

Stamp Vendor's Signature.....

(NOT USE FOR FREE WILL &amp; DIVORCE)

1. Following materials should be used with Installation & Commissioning of Floor Standing ACs at JS Auditorium, City Campus.

- Copper Pipe (Muller)
- UPVC Drain Pipe (Pak-Arab)
- Channel Duct
- Electric Cable Main
- Electric Cable Control
- PVC Pipe Galco for Electric Cable
- Electrical Panel Main DB
- Electrical Panel Small DB
- Breaker Schneider
- Angle iron for Inner & Outer

### Article II

#### SCOPE OF PROFESSIONAL SERVICES

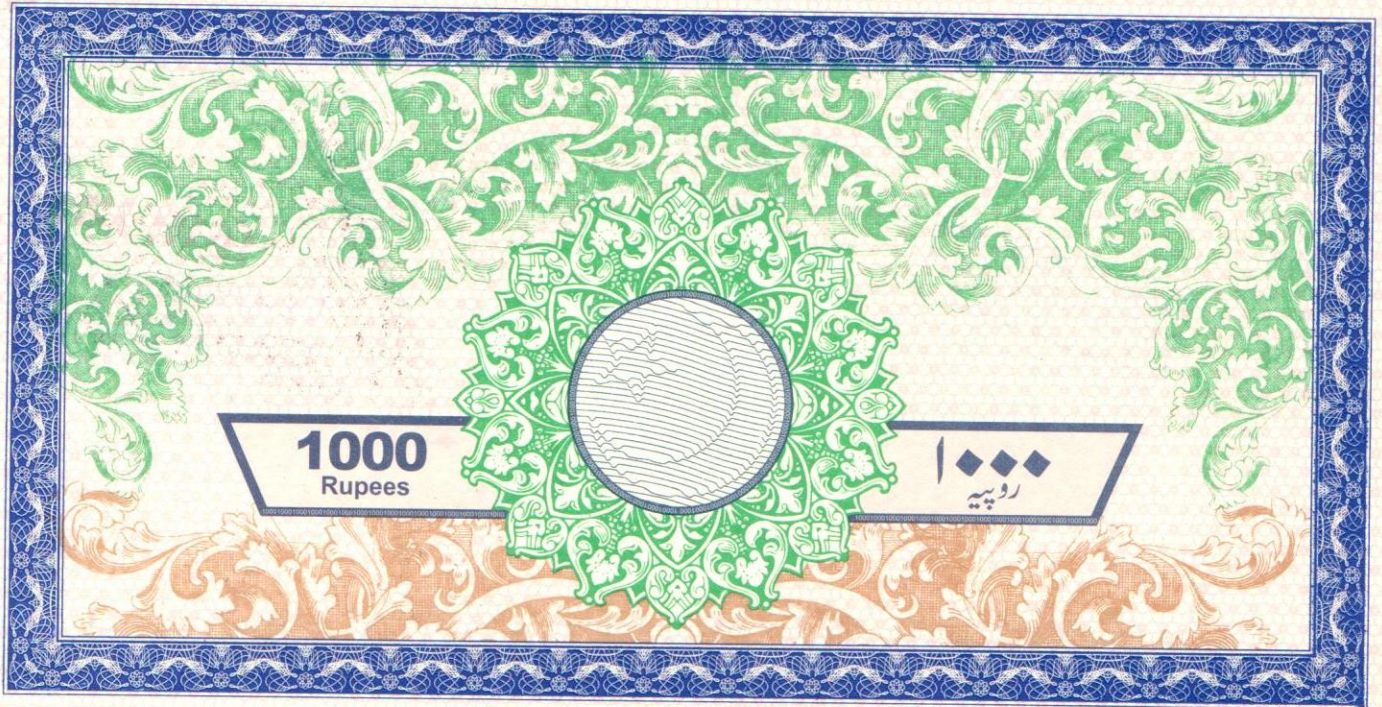
- "THE SUPPLIER" hereby agree and acknowledge to Provide, Supply & Installation with Commissioning of Floor Standing ACs in accordance to OEM the Description & Specification.
- "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- Delivery with Installation & Commissioning on or before February 15, 2020.
- All staff must have CNIC and clearly mentioned to discourage work through child labor.
- "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/02/19-20

### Article III

#### REMUNERATION

- The cost offered by the Supplier is Rs.2,850,250.00 (inclusive of all taxes) Provide, Supply & Installation with Commissioning of Floor Standing ACs vide tender # ME/02/19-20 variation may occurred. The cost is inclusive of labor / transportation / supplies / etc. Details of items are appended below;

A002483



KASHIF RAZA STAMP VENDOR  
Licence No. 02 G-14, Spanish Homes  
Phase-1, D.H.A., Karachi.

20 DEC 2019

(RUPEES ONE THOUSAND ONLY)

S.No. 19457 Date .....  
Issued To With Address .....  
Through With Address .....  
Purpose .....  
Value Rs. ....  
Stamp Vendor's Signature .....  
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

S.#	Specification	Qty	Rate	Amount
1	<p><b>Provide, Supply &amp; Installation with Commissioning of Floor Standing Air Conditioning Units 4 Ton</b></p> <p>Specifications: Technical BTU Capacity 4 Ton(48000 BTU)</p> <p>Compressor W / V 14068/400-440 V/50HZ Warranty:1 Year Parts 3 Years Compressor</p> <p>Brand: PEL - 48K</p> <ul style="list-style-type: none"> <li>• Six Health Filters</li> <li>• Magic Mirror</li> <li>• Low Voltage Start up</li> <li>• Overlong/3D Air Flow</li> <li>• Multi Fan Speeds</li> <li>• Comfortable Sleeping Mode</li> <li>• Memory Function</li> <li>• Automatic Drying Operation</li> <li>• Auto Clean &amp; Intelligent Defrosting</li> <li>• Self Diagnosis</li> <li>• On Off Timer</li> <li>• Big Outdoor Unit with High Efficiency</li> <li>• U-Type Inner Groove Copper Pipe</li> <li>• Efficient &amp; Quiet Design</li> <li>• Double Fan</li> </ul>	13 sets	187,393.16	2,436,111.08
<b>Total</b>			Rs. 2,436,111.08	
<b>17% GST (if applicable)</b>			Rs. 414,138.92	
<b>Total Amount</b>			Rs. 2,850,250.00	

- 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 Provide, Supply & Installation with Commissioning of Floor Standing 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** **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 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.
- 8.3 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.
- 8.4 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 IX** **WARRANTY**

- 9.1 ONE year Parts and THREE Years Compressor warranty must be provided by the M/s Amisco

#### **Article X** **SEVERABILITY**

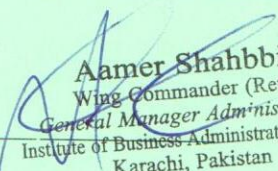
- 10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

#### **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 The validity of the contract will be effective from the date of issue of Purchase Order.

11.5 All terms and conditions of tender vide # ME/02/19-20 will be the integral part of this agreement and can't be revoked.

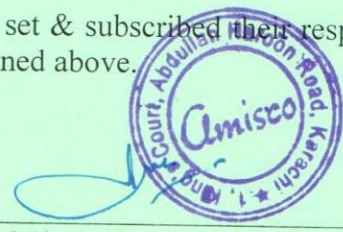
IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

  
Aamer Shahbbir  
Wing Commander (Retd)  
General Manager Administration  
Institute of Business Administration (IBA),  
Karachi, Pakistan  
"IBA"  
NAME: Aamer Shabbir Khan

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

Address:

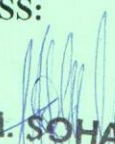
G. M. Admin Institute of Business  
Administration Main Campus  
University Road, Karachi

  
M/S M/s Amisco  
NAME: Abbas Ali  
CNIC # 42101-1608980-9

Address:

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

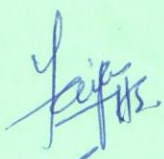
WITNESS:

  
1. M. SOHAIL KHAN  
Manager Purchase & Stores  
"IBA" Institute of Business Administration  
NAME: M. Sohail Khan

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


Address:

Sr. Manager Purchase & Stores  
Institute of Business  
Administration Main Campus  
University Road, Karachi

  
2. FAIZAN SIDDIQUI  
M/s Amisco  
NAME:

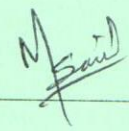
CNIC # 42201-8304014-3

Address: 1-KING'S COURT, A-B ROAD

  
3. Rehan Hussain  
Senior Manager Operations & Maintenance

CNIC # 42201-8419215-9

Address: IBA - KHI

  
4. M. ISMAIL  
M/s Amisco

CNIC# 42301-9405105-5

Address: 1 Kings Court Abdullah Haroon Road, KHI