

MEHAMMAD HAMF STAMP VENDOR 30, See No. 52, Sity Court Karachi.

0 3 DEC 2016

THOUSAND ONLY

AGREEMENT

THIS AGREMENT is executed at KARACHI, on this day December 06, 2016.

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 its Sales Executive Mr. Abbas Ali, holding CNIC No. 42101-1608980-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain 16 sets of Sony KLV-32R302C LED TV 32" of Total Amount Rs. 688,000.00 (Inclusive of GST) to Provide & Supply of LED TVs as per IBA requirement discussions in respect of the same before the determination of scope of supply will be held with "IBA" or as and "SUPPLIER" have offered to render all kind of items/ supply of the proposed items up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.



MSHAMMAD HANIF STAMP VENDOR
Licence No. 30, Sem No. 52, Oily Court Karachi.

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Article I:

OUTIES & SCOPE OF SUPPLY & AGREEMENT

- 1.1 This Agreement includes, the "SONY Sony KLV-32R302C LED TV 32", as per "IBA" requirement mentioned in Tender BoQ.
- 1.2 "SUPPLIER" agrees to provide item to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "SUPPLIER" will coordinate with Manager Purchase & Stores, of the "IBA" who will assist "SUPPLIER" in supervision of proposed supply.

Article II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "SUPPLIER" hereby agreed and acknowledge for the periodic supervision of the supply and to check the delivery of Supplies in accordance with the Description & Specification.
- 2.2 "SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Manager Purchase & Stores "IBA" as & when required.

Article III REMUNERATION

- 3.1 Sony LED "32" inch quantity 16 units vide model # KLV-32R302C with complete wall bracket & stand of Total Amount of Rs. 687,997.44 (Inclusive of GST)
- 3.2 A liquidity damages @ 2% per month, of the total agreed payment, of the total cost will be imposed in case of delayed delivery.
- 3.3 Payment will be made at the time of delivery and submission of invoice.

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Shed (A) Stall No: 14, Karachi-Pakistan

The venue shall be Karachi.

Article IV: ARBITRATION

THROUGH WITH ADDRESS MR Straheena Durrani

Advocate. STAMP VENDOR SIGNATURES 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.

Article V: TERMINATION

5.1 "IBA" may terminate this agreement if the supply is not executed according to the requirement at anytime after issuing a 15 day's notice.

Article VI: INDEMNITY

6.1 "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 "SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by 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



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Shed (A) Stall No: 14. Karachi-Pazs 6 NOV 2016 Article VIII:

Shaheena Durgan INTEGRITY PACT

VALUE AS ST The intention not to obtain the procurement / work of any Contract, right, interest, privilege, TAMP VENEUR SIGNATOR THE 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, contact, 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.



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8.4 The terms and conditions of the AGREEMENT have been read over to the tot For its they admit to be correct and abide by the same. parties which

- 8.5 This agreement is effective from the date issue of Purchase Order.
 - 8.6 Standard OEM warranty required in the name of Institute of Business Administration, Karachi (IBA, Karachi).

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

Institute of Business Administration Karachi, Pakistan NAME: Jami Moiz

CNIC#

Address:

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

-AIZAN SIDDINUI

M/s AMISCO

NAME: Abbas Ali

CNIC # 4210/-1608 980-9

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

M. ISMAIL