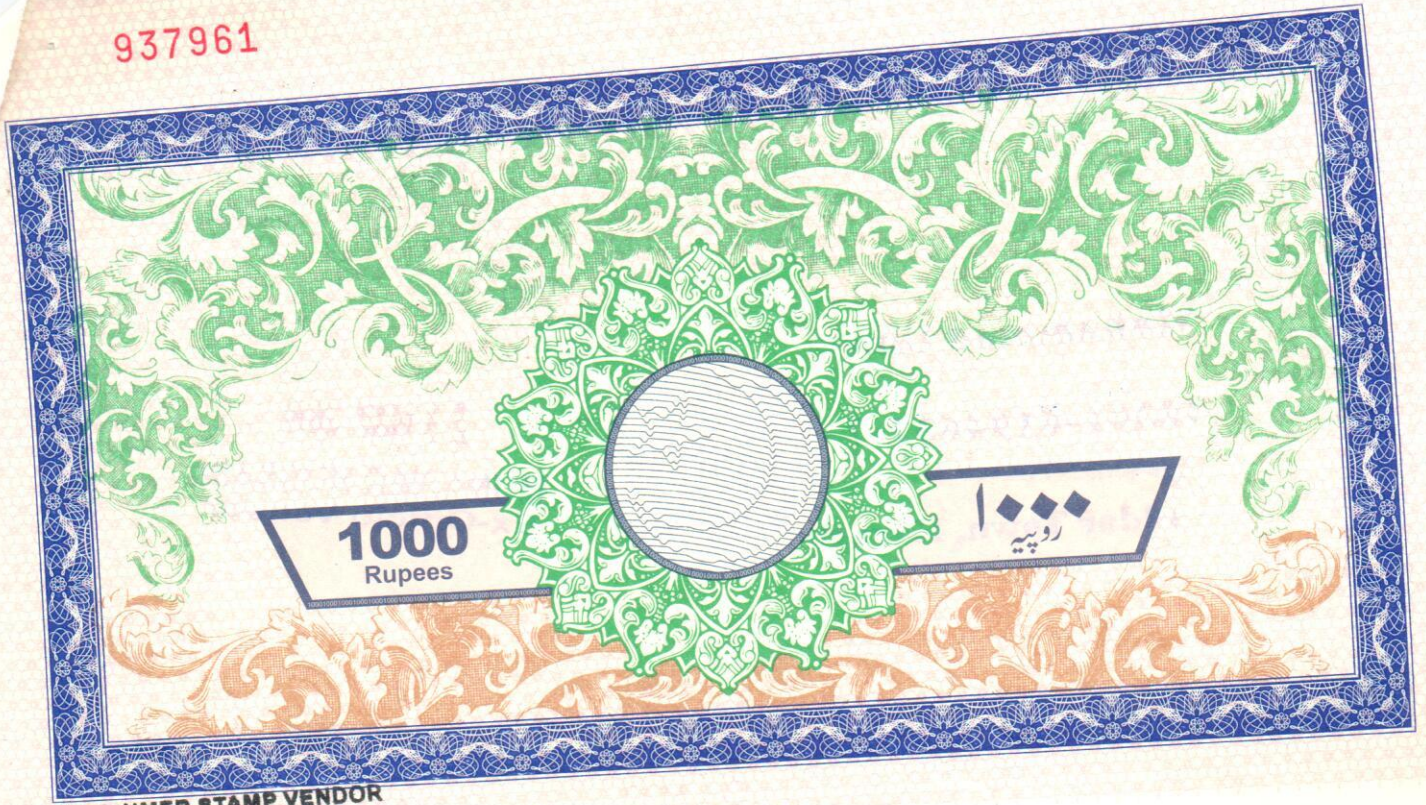


937961



MOHAMMAD UMER STAMP VENDOR  
 Lic # 14, Shop # 114, New Ruby Centre,  
 Talpur Road, Boulton Market Karachi  
 S.No.....  
 Date..... 45499  
 Issue to with Address.....  
 Through with Address.....  
 Purpose.....  
 Value Rs.....  
 Stamp Vendor's Signature.....  
 (NOT USE FOR FREE WILL & DIVORCE PURPOSE)  
 Vendor Not Responsible for Fake Documents

10 JUN 2019

(RUPEES ONE THOUSAND ONLY)

GHULAM HABIB (Advocate)  
 KBA No: 63

### AGREEMENT

Provide, Supply & Installation with commissioning of Floor Standing ACs at Gym

THIS AGREEMENT is executed at KARACHI, on this day June...12..., 2019.

### 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 Manager Corporate Mr. Abbas Ali, holding CNIC No. 42101-1608980-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply of Floor Standing ACs vide tender # ME/24/18-19 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





MOHAMMAD UMER STAMP VENDOR

Lic # 14, Shop # 114, New Ruby Centre,

Talpur Road, Boulton

Market Karachi

Issue to WHN Address AS FOLLOWS:

Through with Address:

Purpose:

Value Rs:

Stamp Vendor's Signature

(NOT USE FOR FREE WILL A DIVORCE PUNISHMENT)

VENDOR NOT RESPONSIBLE FOR FAKS DOCUMENTS

ISSUED BY 15500

10 JUN 2019

BY AND BETWEEN THE

GHULAM HABIB (Advocate)

KBA No: 63

WITNESSETH

KUPERS FIVE HUNDRED ONLY

point "THE SUPPLIER" as their official for the specific purpose 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 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





STAMP VENDOR  
Lic # 14, Shop # 114, New Ruby Centre,  
Talpur Road, Beulien  
Market Karachi

10 JUN 2019  
Article II

SCOPE OF PROFESSIONAL SERVICES:

Issue to with Address.....  
Through with Address.....  
Purpose.....

Value Rs. 200/- (Two Hundred Only) hereby agree and acknowledge to Provide, Supply & Installation  
of Floor Standing ACs in accordance with the Description &  
Vendor's Signature.....  
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)  
Vendor Not Responsible for Late Documents

2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.

2.3 Delivery on or before June 20, 2019.

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/24/18-19

### Article III REMUNERATION

3.1 The cost offered by the Supplier is Rs.512,000.00 (inclusive of all taxes) Provide, Supply & Installation with commissioning of Floor Standing ACs vide tender # ME/24/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;



T247260



MOHAMMAD UMER STAMP VENDOR

Lie # 14, Shop # 114, New Ruby Centre,

Talpur Road, Beulien

Market Karachi

S.No.....

Date.....

45502

10 JUN 2019

Issue to with Address.....

Through with Address.....

Purpose.....

Value Rs.....

Stamp Vendor's Signature.....

(NOT USE FOR FREE WILL &amp; DIVORCE PURPOSE)

Vendor Not Responsible for Fake Documents

GHULAM HABIB (Advocate)

KBA No: 63

(RUPEES FIFTY ONLY)

31 MAY 2019

Sl. No.	Specification	Qty	Rate	Amount
	Provide & Supply of Floor Standing Air Conditioning Units 2 Ton with Installation & Commissioning  Brand: PEL Model: 26K BTU Capacity : 2 Ton(24000 BTU) Warranty: 1 Year Parts 3 Years Compressor Voltage: 220V/50HZ Cooling type: cool only Air-conditioner type: Floor standing cabinet Operating current: 11-12 amperes. Color: White Cooling gas: R22  Features:. * 3D air flow * Auto Restart * Auto Sleep * Quiet Design. * Multi Fan Speed * Gold Fin Condenser * Catching Filter * LED display * Self-diagnosis * Intelligent defrosting * Copper condenser	04 sets	128,000.00	Rs.512,000.00
Total				Rs. 512,000.00



- 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 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 X:**  
**SEVERABILITY**

- 9.1 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 IX:**  
**MISCELLANEOUS**

- 10.1 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.
- 10.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 10.3 The terms and conditions of the AGREEMENT have been read over to the



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

"IBA"

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

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

Address:

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

1. Muhammad Qamer-Uddin  
Engineer Electrical Operations & Maintenance

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

Address: IBA, Karachi

3. Syed Muhammad Rizwan  
Senior Manager Administration

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

Address: IBA, Karachi

5. M. Qamer-uddin

CNIC # 42401-1750145-1

Address: H. No 24 Feroz Shah colony  
sect 11/2 Orangi town,  
Karachi

M/S M/s Amisco

NAME: Abbas Ali

CNIC # 42101-1608980-9

Address:

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

2. \_\_\_\_\_

CNIC# 42201-8304014-3

Address: 1-KING'S COURT

ABDULLAH HAROON ROAD

4. \_\_\_\_\_

CNIC# 42301-9405105-5

Address: H# AK-96, St # 4

Nayabad Kili

6. \_\_\_\_\_

CNIC# 42201-8834896-9

Address: B-27 Blessing Apartment  
Garden East Kerechi