

to or incurred by "THE SUPPLIER", as a result of any defect in the title of BIEK or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of service provided by the "BIEK" and any person claiming through the BIEK.

**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 BIEK or any administrative or financial offices thereof or any other department under the control of the BIEK through any corrupt practice(s).

8.2 Without limiting the generality of the forgoing the **M/s. Vorson (Pvt.) Ltd., Karachi** 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 anyone within the BIEK 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 BIEK, except that which has been expressly declared pursuant hereto.

8.3 **M/s. Vorson (Pvt.) Ltd., Karachi** 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 BIEK under any law, contract, or other instrument, be stand void at the discretion of the BIEK.

8.4 Notwithstanding any right and remedies exercised by the BIEK in this regard, **M/s. Vorson (Pvt.) Ltd., Karachi** agrees to indemnify BIEK for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to BIEK in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the **M/s. Vorson (Pvt.) Ltd., Karachi** as aforesaid for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the BIEK.

**ARTICLE –IX
MISCELLANEOUS**

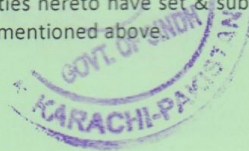
9.1 Any addition & alteration (s) made for item(s) as required by BIEK on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately / extra on 'Quantum Merit' basis before & on final material handed over to the "BIEK". After FINALIZATION OF SAMPLE, if any alteration(s), arise charges will be paid on mutually agreed upon.

9.2 The terms & conditions of this AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.

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

9.4 All terms and conditions of tender vide # BIE/AG/L&N/782/2020 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.



[Handwritten signature]



ARTICLE-III
REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 2,388,540/= (Rupees Two Million Three Hundred Eighty Eight Thousand Five Hundred Forty Only) (inclusive of all taxes) Procurement of Air Conditioners vide tender # BIEK/AG/L&N/699/2020 variation may occurred. The cost is inclusive of labour/transportation/supplies/etc.
- 3.2 Liquidity damages as per SPPRA Rules.
- 3.3 Payment will be made after delivery and submission of invoice.
- 3.4 Performance Security 10% of total amount of Work 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 Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es) Challan(s) / Levy(ies), If any, on additional will be paid / borne by the 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 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 Chairman BIEK and CEO of the company/ firm/ agency for arbitration / settling of the dispute, failing which decision of the court lae in the jurisdiction of Karachi binding on 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 "BIEK" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 day's notice.

ARTICLE-VI
NOTICE

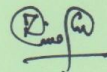
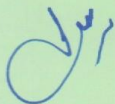
- 6.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

ARTICLE-VII
INDEMNITY

- 7.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep BIEK and any person laming through BIEK 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 BIEK or any fault, neglect or omission by "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "THE BIEK" and any person claiming through the BIEK.

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 BIEK or any administrative or financial offices thereof or any other department under the control of the BIEK through any corrupt practice(s).

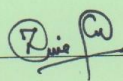



- 8.2 Without limiting the generality of the forgoing the M/s Amisco, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the BIEK directly or 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 BIEK, 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 BIEK under any law, contract, or other instrument, be stand void at the discretion of the BIEK.
- 8.4 Notwithstanding any right and remedies exercised by the BIEK in this regard, M/s Amisco, agrees to indemnify the BIEK for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the BIEK 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 BIEK.

Article IX
MISCELLANEOUS

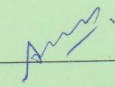
- 9.1 Any addition & alteration(s) made for item(s) as required by BIEK on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "BIEK". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 9.2 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.
- 9.3 The validity of the contract will be effective from the date of issue of Purchase Order.
- 9.4 All terms and conditions of tender vide # BIE/AG/L&N/699/2020 will be the integral part of this agreement and can't be revoked.

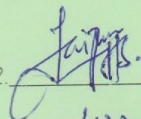
IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.


"BIEK"
NAME:
CNIC #
Address: **Mrs. Zarina Rashid**
Secretary (Acting)
Board of Intermediate Education
Karachi


M/S Amisco
NAME: Abbas Ali
CNIC # 42101-1608980-9
Address: 1-King's Court Abdullah
Haroon Road, Karachi

WITNESS:

1. 
CNIC # 42101-1637914-7
ASSISTANT
Admin General
Board of Intermediate
Karachi

2. 
CNIC # 42201-8304014-3