



HASNAIN A. STAMP VENDOR

No. 22854

S.N. 22854

ISSUE: 1/6/18

THROUGH: OSAKA

PURPOSE: 100 f.

VALUE: 100 f.

STAMP VENDOR'S SIGNATURE: [Signature]

04 JUN 2018

Lighting

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day June 08, 2018.

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 OSAKA, having its Registered Office at # Office # M-5, 1st Floor, Salim Center, opp. Denso Hall, M.A. Jinnah Road. 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 proprietor Mr. Shamim Ahmed (CEO), holding CNIC No. 42201-8815504-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain LED Tube Lights & Bulbs vide tender # ME/30/17-18 (IBA requirement) discussions in respect of the same before the determination of scope of supply will be held with "IBA" and "THE SUPPLIER" have offered to provide & supply of all kind of LED Tube Lights & Bulbs (including but not limited to the "LED Tube Lights & Bulbs" 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:

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific period and purpose of "LED Tube Lights & Bulbs" discussions in respect of the same with "IBA" before the determination of Scope of Provide and Supply of LED Tube Lights & Bulbs to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for LED Tube Lights & Bulbs "THE SUPPLIER" hereby agree to the offer of the "IBA" in

Article I:

DUTIES & SCOPE OF PROVIDE & SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "LED Tube Lights & Bulbs", discussions with "IBA" before the determination of scope of supply with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

S#	Items	Quoted Brand & Model
1	LED Tube Light 2-FT 10 Watt Warm White Length: 2 feet	Osaka OS-T8-GL/PC-9w
2	LED Tube Light 4-FT 18 Watt Warm White Length: 4 feet	Osaka OS-T8-GL/PC-18w
3	LED Bulb 9.5 Watt Warm White	Osaka OS-ABULB-9.5w
4	LED Bulb 7.5 Watt Warm White	Osaka OS-ABULB-7.5w

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of LED Tube Lights & Bulbs to "IBA" whenever and wherever required as per the terms & conditions of this Agreement.
- 1.3 Warranty period of all LED Tube Lights & Bulbs is 3 years form the date of supply
- 1.4 "THE SUPPLIER" will coordinate with Sr. Manager Procurement & Stores, of the "IBA" who will advice "THE SUPPLIER" for proposed supply.
- 1.5 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supply with mutual consent on approved cost/price/charges/amount inclusive of all taxes and levies as per Tender Bid.
- 1.6 "THE SUPPLIER" will visit the Purchase & Stores located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 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 for the periodic supervision of the supply and to check the execution of LED Tube Lights & Bulbs in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.

2.6 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) what so ever required to complete the supply(ies) list at the cost/charges amount offered in the tender vide # ME/30/17-18.

2.1 The Supplier must adopt Environmental Friendly procedure and avoid the use of Toxic material.

2.2 All staff must have CNIC and clearly mentioned to discourage work through child labor.

Article III REMUNERATION

3.1 The cost offered by the Supplier is Rs. 3,866,800.00 (inclusive of all taxes) LED Tube Lights & Bulbs vide tender # ME/30/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/customs/levies/taxes etc.

S#	Items	Qty	Quoted Brand & Model	Rate	Amount
1	LED Tube Light 2-FT 10 Watt Warm White Length: 2 feet Brand: Osaka	3950 units	Osaka OS-T8-GL/PC-9w	333.00	1,315,350.00
2	LED Tube Light 4-FT 18 Watt Warm White Length: 4 feet Brand: Osaka	2625 units	Osaka OS-T8-GL/PC-18w	618.00	1,622,250.00
3	LED Bulb 9.5 Watt Warm White Brand: Osaka	3100 units	Osaka OS-ABULB-9.5w	190.00	589,000.00
4	LED Bulb 7.5 Watt Warm White Brand: Osaka	2100 units	Osaka OS-ABULB-7.5w	162.00	340,200.00
Total			Rs. 3,866,800.00		
Prevailing GST			Inclusive of GST		
Grand Total			Rs. 3,866,800.00		

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 25 days subject to final proof sample material handed over by supplier to

- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 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 Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies).Custom Duty/Transportation Charge(s)/Freight Charge(s)/Agent Charge(s) if any or additional will be paid/borne by SUPPLIER.

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 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. 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 anytime after issuing a 15 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 Osaka Lighting, 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

8.3 M/s Osaka Lighting, 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 & remedie 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 Osaka Lighting, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**Article IX:
MISCELLANEOUS**

- 9.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the supply 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.
- 9.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 9.3 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.
- 9.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 9.5 All terms and conditions of tender vide # ME/30/17-18 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

NAME: Aamir Shabbir

CNIC # _____

Address:

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


M/s Osaka Lighting

NAME: Shamim Ahmed


CNIC # 42201-8815504-5

Address:

Office # M-5, 1st Floor, Salim Center
opp. Denso Hall, M.A. Jinnah Road,
Karachi

Witness:

1. 
M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan
Address: _____

2. 
CNIC# 42201-3043366-7

Address: 71/1, 20th Lane, 14th c-Bada