



Fida Muhammad Khan Stamp Vendor

Licence #.09, Shop No. 205 Iqra Complex
Block-17, Gulistan-e-Johar, Karachi

S.No

04 DEC 2019

8945

DATE

ISSUED TO WITH ADDRESS
THROUGH WITH ADDRESS
PURPOSE
VALUE RS
STAMP VENDOR'S SIGNATURE

Shalkh Muhammad Khurram
Advocate LC-13192 Khl.

11 FEB 2020

AGREEMENT

Provision of Treadmill

THIS AGREEMENT is executed at KARACHI, on this day February 24, 2020.

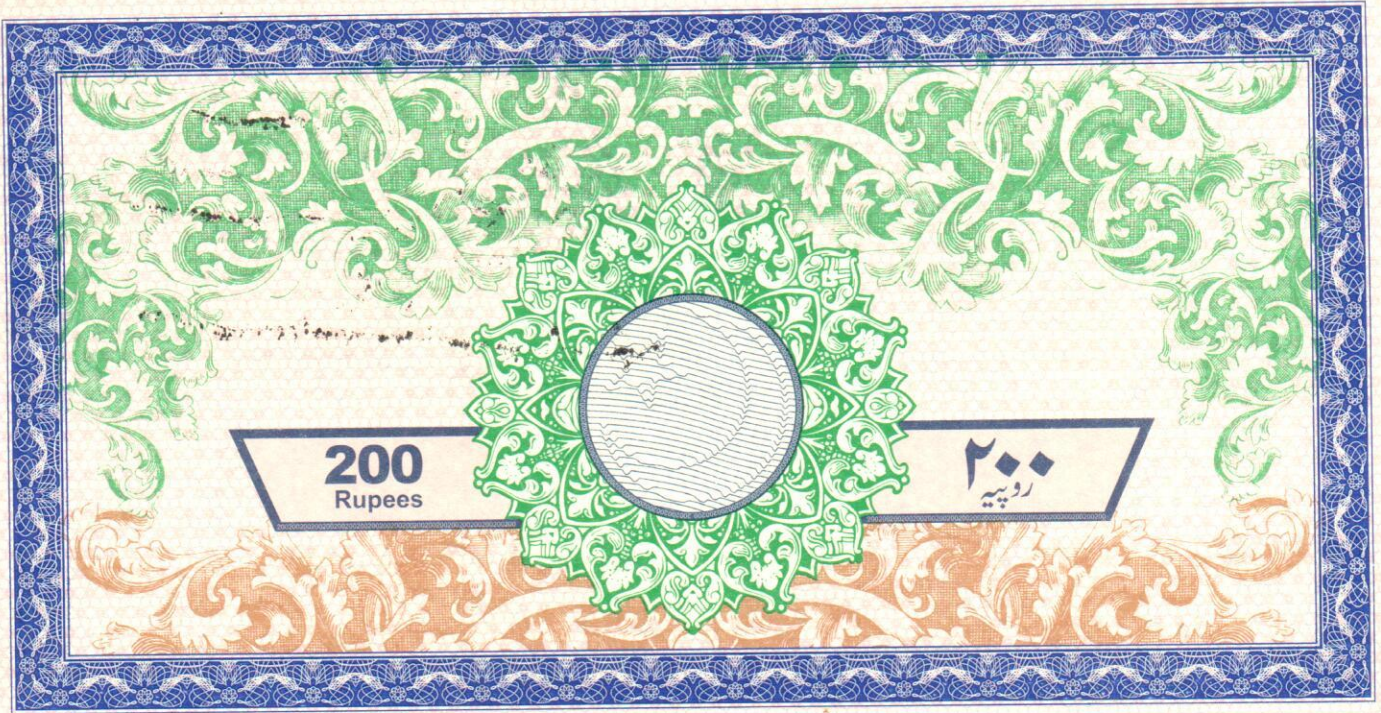
BETWEEN

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 Lightpower, having its office at **H # A-518, Block-15, Gulistan-e-Jouhar, 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 Director **Mr. Muhammad Qamar Aziz**, holding CNIC No. 42201-1436875-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provision of Treadmill vide tender # ME/13/19-20 for the Provision of Treadmill (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as Provision of Treadmill and "THE SUPPLIER" have offered to render all kind of Provision of Treadmill (including but not limited to the Provision of Treadmill 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.



GHULAM SADIQ STAMP VENDOR

Lic # 79, Shop # 113, New Ruby Centre, 117306

Talpur Road, Boulton S.No.....
Market, Karachi. Date.....

Issue to with Address MR ... MUHAMMAD YAQOUB ...

Through with Address MR ... Advocate L.No.1459

Purpose:

Value Rs: Attached:

Stamp Vendors Signature

(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

Vendor Not Responsible for Fake Documents

12 FEB 2020

(RUPEES TWO HUNDRED ONLY)

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

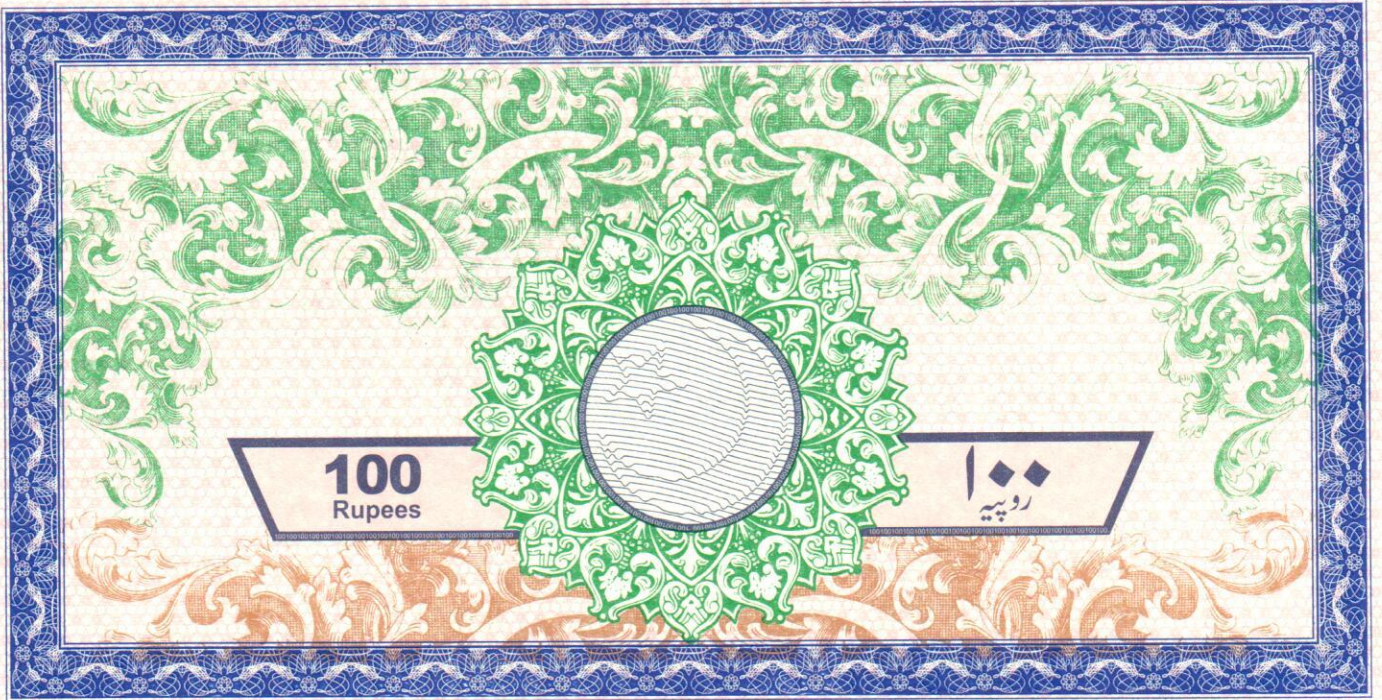
“IBA” hereby offer to appoint “THE SUPPLIER” as their official for the specific purpose of Provision of Treadmill discussions in respect of the same with “IBA” before the determination of Scope of Provision of Treadmill. “THE SUPPLIER” hereby agree to the offer of the “IBA” in acceptance of the terms & conditions here in below forth.

Article I:

DUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the “Provision of Treadmill”, 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 Provision of Treadmill 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 Provision of Treadmill.
- 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.

R487723



SYED SIKANDAR ALI JAFFRI STAMP VENDOR
Licence No.86, Shop No.1-A, Karim Plaza
- Gulshan-e-Iqbal Block-16, Karachi
S.NO. 2418

DATE 03 FEB 2020

Shahid Muhammad Najam
Advocate L.C. No. 12988

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- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".



SYED SIKANDAR ALI JAFFRI STAMP VENDOR
Licence No.88, Shop No.1-A, Karim Plaza
- Gulshan-e-Iqbal, Block 1, Karachi
S.NO. 21419

DATE 03 FEB 2020

Shakih Muhammad Najam
Advocate L.C. No. 12988

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VALUE RS _____
STAMP VENDOR'S SIGNATURE _____

Article II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provision of Treadmill 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.
- 2.3 Delivery on or before March 24, 2020.
- 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/13/19-20



SYED SIKANDAR ALI JAFFRI STAMP VENDOR
Licence No. 86, Shop No. 1-A, Karim Plaza
• Gulshan-e-Iqbal, Block-12, Karachi
S.NO. 21416

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Shakih Muhammad Najam
Advocate L.C. No. 12988

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Article III REMUNERATION

- 3.1 The cost offered by the Supplier is Rs.477,126.00 (inclusive of all taxes) Provision of Treadmill vide tender # ME/13/19-20 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

S.#	Specification	Qty	Rate	Amount
1	Provision of Treadmill Specs: Multi-LCD 6.5” window for distance calorie, speed pulse, time, incline and program. Backlit. Receiver Wireless chest strap Cooling fan, Speaker function. Brand: Life Style Model: T 330	02 nos	203,900.00	407,800.00
Total			Rs. 407,800.00	
17% GST			Rs. 69,326.00	
Total Amount			Rs. 477,126.00	



SVED SIKANDAR ALI JAFFRI STAMP VENDOR
Licence No.86, Shop No.1-A, Karim Plaza
- Gulshan-e-Iqbal, Block-14, Karachi
S.NO. 21417

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Shakih Muhammad Najam
Advocate L.C. No. 12988

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- 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 Provision of Treadmill.
- 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.



SYED SIKANDAR ALI JAFFRI STAMP VENDOR
 License No. 88, Shop No. 1-A, Karim Plaza
 Gulshan-e-Iqbal, Block 14, Karachi
 S.NO 21410

DATE 03 FEB 2020

Shakih Muhammad Najam
 Advocate L.C. No. 12988

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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.



SYED SIKANDAR ALI JAFFRI STAMP VENDOR
 Lic. No. 00, Shop No. 1-A, Karim Plaza
 Clifton-e-Iqbal, Block-14, Karachi
 S.NO. 21411

DATE 03 FEB 2020

Shahid Muhammad Najam
 Advocate L.C. No. 12988

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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).



SYED SHANAE ALI JAFERI STAMP VENDOR
 Liaison House, Shop 11, 1-A, Karim Plaza
 Chughtai-e-Iqbal, Block-14, Karachi
 S.NO.

DATE 03 FEB 2020

Shakih Muhammad Najam
 Advocate L.C. No. 12988

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- 8.2 Without limiting the generality of the forgoing the M/s Lightpower, 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 Lightpower, 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 Lightpower, 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 Lightpower, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.



SYED SHAKIR ALI JAFRI STAMP VENDOR
 License No. 100, Shop No. 1-A, Kadir Plaza
 C. Mahan-e-Iqbal, Block 1, Karachi
 S.NO. 21413

DATE 03 FEB 2020

Shakir Muhammad Najam
 Advocate L.C. No. 12988

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Article IX: WARRANTY

9.1 OEM warranty must be provided by the M/s Lightpower.

Article X: SEVERABILITY

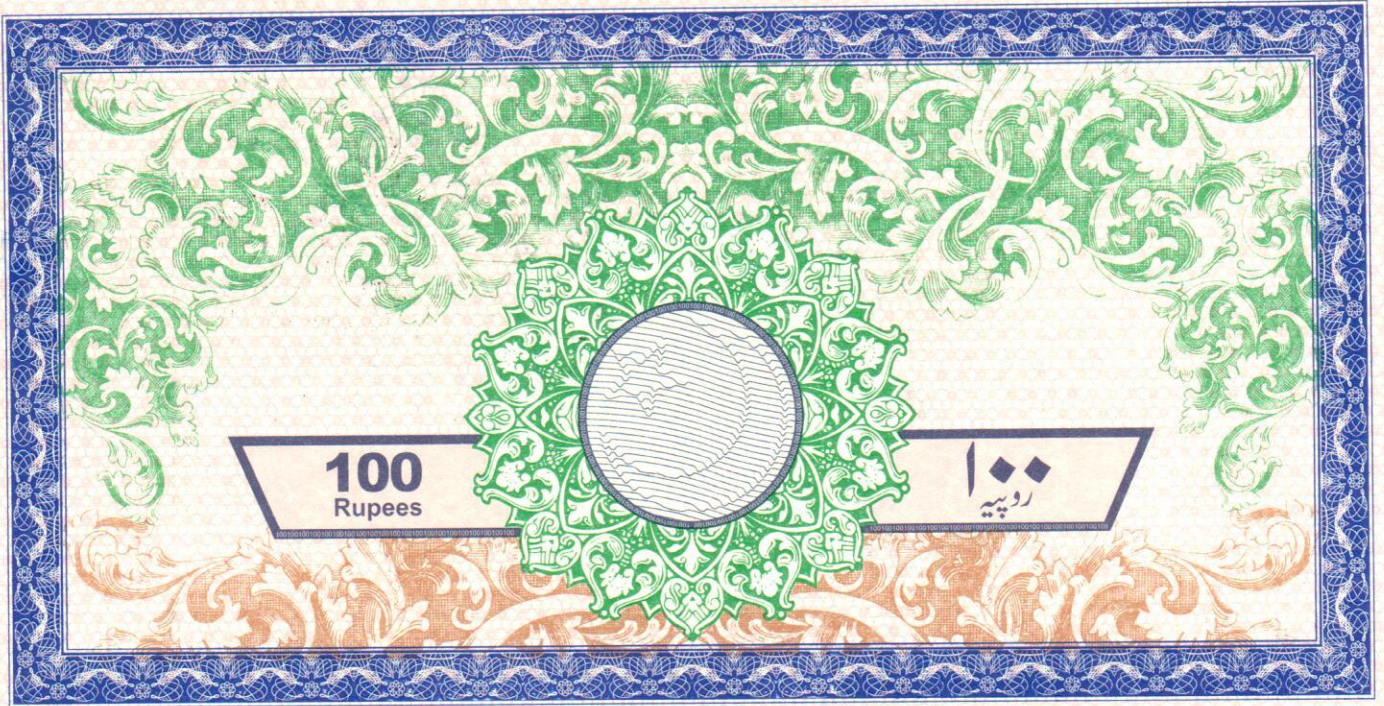
10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

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.



SYED SIKANDAR ALI JAFFRI STAMP VENDOR
Licence No. 86, Shop No. 1-A, Karim Plaza
• Gulshan-e-Iqbal, Block-14, Karachi
S.NO.

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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/13/19-20 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.

"IBA" **M. SOHAIL KHAN**
Manager Purchase & Stores
NAME: Aamer Shabbir Khan
Institute of Business Administration
Karachi-Pakistan
CNIC # _____

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

M/S Lightpower
NAME: M. Qamar Aziz

CNIC # 42201-1436875-1

Address:
H # A-518, Block-15
Gulshan-e-Iqbal, Karachi



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SYED SIKANDAR ALI JAFFRI STAMP VENDOR
Licence No. 88, Shop No. 1-A, Karim Plaza
- Gulshan-e-Iqbal, Block-14, Karachi
S.NO

DATE 03 FEB 2020 21415

Shakih Muhammad Najam
Advocate L.C. No. 12988

ISSUED TO WITH ADDRESS
THE SIGN WITH ADDRESS
PURPOSE
VALUE 48
STAMP VENDOR'S SIGNATURE

3. M. SOHAIL KHAN
"IBA" Manager Purchase & Stores
NAME: M. Sohail Khan
Institute of Business Administration
Karachi-Pakistan
CNIC # _____

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

3. Syed Guhar Raza Zaidi
Manager Student Center & Sports Facilities

CNIC # 42000-0381353-7

Address: IBA KARACHI

4. Mubashir
M/s Lightpower/
NAME: MUBBASHIR-UL-KARIM
KHAN
CNIC # 42101-9308355-3

Address: A-14, Sasi Homes, Block #4,
Gulistan-e-Jauhar, Karachi.

For LIGHTPOWER

4. At 212
M/s Lightpower Proprietor

CNIC# 42201-0422241-3

Address: HHA-518, Block-15
Gulistan-e-jauhar