



RUPEES ONE HUNDRED ONLY.

AGREEMENT

Provide & Supply Electrical Switches

THIS AGREEMENT is executed at KARACHI, on this day August 22, 2022

BETWEEN

M/s. Institute of Business Administration, Karachi through its Registrar, located at **Main Campus, University Enclave, 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 **Suite # 111, 1st Floor, Al-Fizza Glass Tower, Gulshan-e-Iqbal, Karachi**, hereinafter referred to as THE SUPPLIER (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor Mr Muhammad Firdous Aji holding CNIC No. 42201-0422241-3 on the SECOND PART.

WHEREAS IBA intends to obtain Provide & Supply Electrical Switches vide tender # ME/17/21-22 up to the entire satisfaction & handing over the material(s) to the IBA having accepted the offer in a 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 supplier for the specific purpose of "Provide & Supply Electrical Switches" vide tender # ME/17/21-22. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms & conditions herein below forth.

Article I:



- 1.1 THE SUPPLIER agrees to provide & Supply Electrical Switches to IBA whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 THE SUPPLIER will coordinate with the Head of Procurement, of the IBA who will assist THE SUPPLIER in the supervision of the proposed Provide & Supply Electrical Switches.
- 1.3 THE SUPPLIER will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with a prior appointment.
- 1.4 Manufacturing date must not exceed more than 03 months.
- 1.5 All logistic charges will be borne by THE SUPPLIER.
- 1.6 Delivery time must be within 60 days from the date of the Purchase Order.
- 1.7 THE SUPPLIER bound to all defective items shall be replaced with the new and same brand
- 1.8 Material under manufacturer warranty will be covered as mentioned in this agreement.
- 1.9 Any material that becomes faulty, will be replaced by THE SUPPLIER.

PAYMENT

- 2.1 Payment will be made on or before 30 days after delivery with installation and submission of invoice.

WARRANTY

- 3.1 3-years Comprehensive onsite OEM warranty.**



Stamp Karachi
FARAZ AHMED STAMP VENDOR
 Licence # 160, Shop # 53, SITE Market
 Habib Ba 197458
 S No. 197458
 ISSUED WITH ADDRESS..... S. SHAHID ALI
 THROUGH WITH ADDRESS..... Advocate
 PURPOSE..... Log. # 833
 VALUE RS.....
 ATTACH
 STAMP VENDOR'S SIGNATURE.....
 This Stamp Paper is not valid for Divis

19 AUG 2022

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 Stamp Office, City Court
 Karachi

Article IV REMUNERATION

4.1 The cost offered by THE SUPPLIER is Rs. 958,425/- (inclusive of all taxes) Provide & Supply Electrical Switches vide tender # ME/17/21-22 variation may occur. The cost is inclusive of labor/transportation/supplies/taxes/levies/custom duties etc. Details of items are appended below:

S.No.	Description	Qty	Rate	Amount
1.	Gang Sheet 10AX, 1 Gang, 1-way Switch Colour: White Model: E Series E31/1/2A, Brand: Clipsal	5 units	405.00	2,025.00
2.	Gang Sheet 10AX, 2 Gang, 1-way Switch Colour: White Model: E Series E32/1/2A, Brand: Clipsal	22 units	607.00	13,354.00
3.	Gang Sheet 10AX, 3 Gang, 1-way Switch Colour: White Model: E Series E33/1/2A, Brand: Clipsal	130 units	756.00	98,280.00
4.	Gang Sheet 10AX, 4 Gang, 1-way Switch Colour: White Model: E Series E34/1/2A, Brand: Clipsal	12 units	1,080.00	12,960.00
5.	Fan Dimmer Colour: White Model: E31V400FS, Brand: Clipsal	111 units	1,908.00	211,788.00
6.	International Socket 3-Pin, 1 Gang, 250V, Large Dolly 13A, 70/13U/S Colour: White Brand: Clipsal E Series	225 units	810.00	182,250.00
7.	Single Sheet Flat Pin, 13A Brand: Clipsal E Series	210 units	855.00	179,550.00
8.	Duplex Sheet Flat Pin, 13A White	10 units	1,692.00	16,920.00



FARAZ AHMED STAMP VENDOR
Licence # 160, Shop # 58, SITE Market
Habib Bank Chowrangi, SITE Karachi
S No. DATE

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197459

	Brand: Clipsal E Series			
9.	Switch Socket 3-pin switched socket, 15 amp Round Pin Model: E15/15 Colour: White Brand: Clipsal	10 units	1,240.00	12,400.00
10.	Weather Protected Switch Single Pole, 20A Brand: Schneider	18 units	4,980.00	89,640.00
Total				819,167.00
17% GST (If applicable)				139,258.39
Grand Total				958,425.39

- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed on payment as per Purchase Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and THE SUPPLIER have to deliver the required number of Electrical Switches to IBA.
- 4.3 Performance Security 5% of the total amount of Purchase Order will be provided by THE SUPPLIER.
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

Article V **ARBITRATION**

- 5.1 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 hereof 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, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.



FARAZ AHMED STAMP VENDOR
 Licence # 160, Shop # 58, SITE Market
 Habib Bank Chowrangl, SITE Karachi
 S No:
 ISSUED WITH AD: **197460**
 THROUGH WITH ADDRESS:
 PURPOSE:
 VALUE RS:
 ATTACHED:
 STAMP VENDOR'S SIGNATURE:
 This Stamp Paper is not valid for Divorce & Free from tax

29 AUG 2022

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 Karachi

Article VI TERMINATION

- 6.1 IBA 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 VII

INDEMNITY

- 7.1 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, costs 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 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 NOTICE

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

Article IX 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 X INTEGRITY PACT

- 10.1 The intention is 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).
- 10.2 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



FARAZ AHMED STAMP VENDOR
Licence # 160, Shop # 58, SITE Market
Habib Bank Chowrangi, SITE Karachi

18 AUG 2022

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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.

10.3 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 instruments, be stand void at the discretion of the IBA.

10.4 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.

Article XI **MISCELLANEOUS**

11.1 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.

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

11.3 All terms and conditions of tender vide # ME/17/21-22 will be an integral part of this agreement.

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



100
Rupees



STAMP VENDOR
Licence # 199 Shop # 58, SITE Market
Habib Bank Chowrangi, SITE Karachi
S No: 197461 DATE: 18 AUG 2022
ISSUED BY: S. SHANAWATI
THROUGH WITH: S. SHANAWATI
PURPOSE: STAMP VENDOR'S SIGNATURE
VALUE RS: 100
Tax Stamp Paper is

IBA, Karachi

Dr. Muhammad Asad Ilyas
Registrar

CNIC # 42301-4497722-9

Address:

Institute of Business Administration
Main Campus, University Road, Karachi

WITNESS:

1.

IBA, Karachi

Syed Fahad Jawed

Head of Procurement

CNIC # 42201-9125136-6

Address:

Institute of Business Administration
Main Campus, University Road, Karachi

Focal Person IBA

M. Nasirul Haque

(Signature)

M/s. LIGHTOPOWER

Muhammad Qamar Aziz

Director

CNIC # 42201-1436875-1

Address:

Suite # 111, 1st Floor, Al-Fizza Glass Tower,
Gulshan-e-Iqbal, Karachi

2.

M/s. LIGHTOPOWER

Mubbashir ul Karim Khan

Sale & Purchase Manager

CNIC # 42101-9308355-3

Address:

Suite # 111, 1st Floor, Al-Fizza Glass Tower,
Gulshan-e-Iqbal, Karachi