

SND-0313-123477123057

GoS-KHI-318D57896D8380FC

Non-Judicial

Rs 28,220/-

Description	: Contract - 15(a)
Principal	: IBA KARACHI [27024407]
Contractor	: ENCON [41660196]
Applicant	: MITHAN KUMAR [45501-7493580-3]
Stamp Duty Paid by	: ENCON [41660196]
Issue Date	: 03-Apr-2023, 12:52:17 PM
Paid Through Challan	: 2023288177699A82
Amount in Words	: Twenty Eight Thousand Two Hundred and Twenty Rupees Only

Please Write Below This Line

AGREEMENT

**Material Supply, Cable Laying with Installation, Termination,
Commissioning at Aman Tower**

THIS AGREEMENT is executed at KARACHI, on this day March 31, 2023.

BETWEEN

M/s Institute of Business Administration, 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 ENCON, having its Office # 401, 4th Floor Dawood Center, Plot R-124, P.E.C.H.S. Block-2, Tariq 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. Mithan Kumar**, holding CNIC No. 45501-7493580-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain supplies vide tender # ME/07/22-23 "Material Supply, Cable Laying with Installation, Termination, Commissioning at Aman Tower" up to the entire satisfaction & handing over of the material(s) to the "IBA" who has 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 official for the specific purpose of “Material Supply, Cable Laying with Installation, Termination, Commissioning at Aman Tower” discussions in respect of the same with “IBA” before the determination of Scope of Material Supply, Cable Laying with Installation, Termination, Commissioning at Aman Tower “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 “Material Supply, Cable Laying with Installation, Termination, Commissioning at Aman Tower”, 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 Material Supply, Cable Laying with Installation, Termination, Commissioning at Aman Tower 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 Operations & Maintenance of the “IBA” who will assist “THE SUPPLIER” in supervision of proposed Material Supply, Cable Laying with Installation, Termination, Commissioning at Aman Tower.
- 1.4 “THE SUPPLIER” will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of supplier. 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 All logistic charges will be borne by “THE SUPPLIER”.

Article II

SCOPE OF PROFESSIONAL SERVICES:

- 2.1 “THE SUPPLIER” hereby agree and acknowledge to Material Supply, Cable Laying with Installation, Termination, Commissioning at Aman Tower in accordance with the Description & Specification.
- 2.2 “THE SUPPLIER hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement “IBA” as & when required.
- 2.3 Delivery on or before May 30, 2023.
- 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/07/22-23

Article III
REMUNERATION

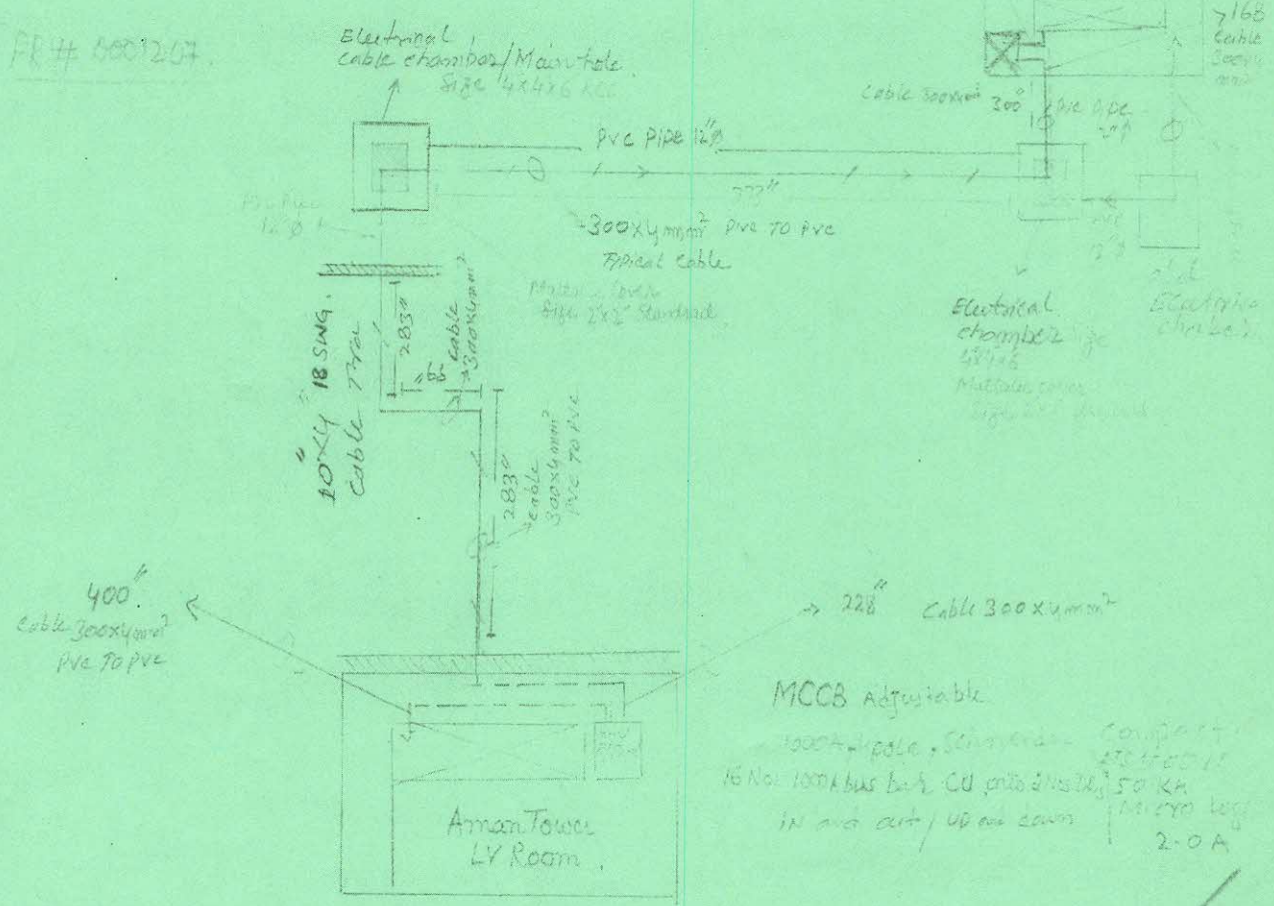
3.1 The cost offered by the Supplier is Rs.8,062,811.92 (inclusive of all taxes) Material Supply, Cable Laying with Installation, Termination, Commissioning at Aman Tower vide tender # ME/07/22-23 variation may occur. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below.

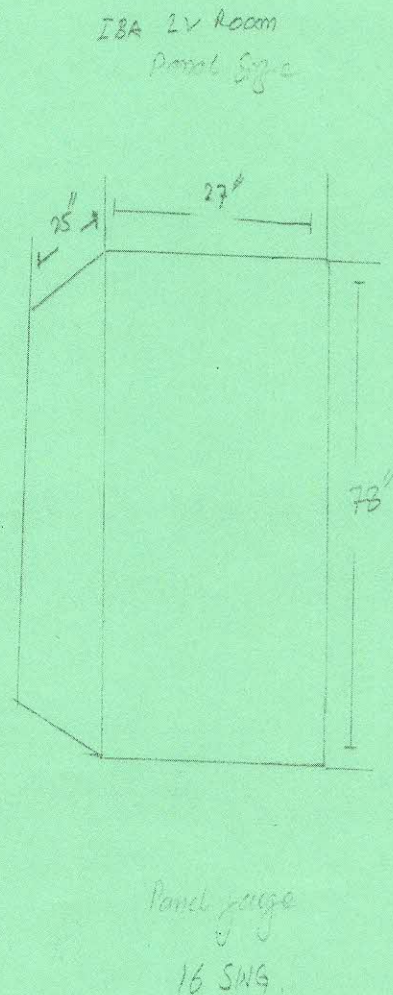
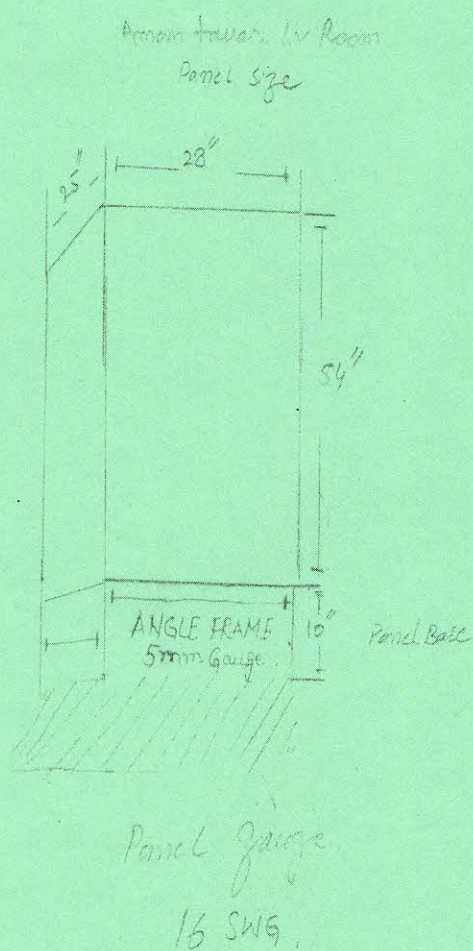
S #	Description	Qty	Unit Rate	Price including GST	Price including SST	Total Price including all taxes
1	PVC/PVC 300mm.Sq x 4 Core Cable, 600/1000 volt. Pakistan Cables	80 Meters	46,999.00	Rs. 8459.82	-	Rs. 4,436705.6
2	GI Cable Tray with Top Cover (Powder Coated) Size 10-inch x 4 inches Rectangular.18 Gauge	64 RFT	2,199.00	Rs. 395.82	-	Rs. 166,068.48
3	Electrical Distribution Box Size 64"x30"x24" with 1000A Bus bar and Breaker Links, powder coated panel Make with 16 Gauge Sheet F-Standing.	01 No	499,999.00	Rs. 89,999.82	-	Rs. 589,998.82
4	Electrical Distribution Box Size 78"x27"x25" with 1000A Bus bar and Breaker Links, powder coated panel Make with 16 Gauge Sheet F-Standing.	01 No	499,999.00	Rs. 89,999.82	-	Rs. 589,998.82
5	Circuit Breaker 4 pole MCCB ;1000A Adjustable. Brand: Schneider ComPact NS1000N, 50 kA at 415 VAC, Micrologic 2.0 A trip unit	02 Nos	499,999.00	Rs. 89,999.82		Rs. 1,179,997.64
6	Cable Gland Brass 300mm	06 Nos	5,499.00	Rs. 989.82	-	Rs. 38,932.92
7	PVC Pipe 12" Pak Arab	100 RFT	3,999.00	Rs. 719.82		Rs. 471,882.00

8	Energy Analyzers Ziegler Model# EMD 96 with CTs and other Accessories	02 Nos	48,999.00	Rs. 8,819.82		Rs. 115,637.64
9	LT Cable Termination Kit 300mm 4 -Core Raychem	06 Nos	23,000.00	Rs. 4,140.00	-	Rs. 162,840.00
Labour charges						
8	Complete Electrical and Civil Work *Excavation Work W- 1.5' D-3' L-100' *Back Filling the soil. * Core Cutting 4Nos. 1st 13"x18", 2nd 7"x14", 3rd 7"x8" and 4th 7"x8" *Manhole 2 Nos *4' x 4'x6' ft. with Metallic Cover size 2 x2 feet as per electrical standard. *Removing and fixing of Tiles. *G.I Cable Tray Installation in all respects. *Check plate cutting 2Nos as per cable size. *Foam filling works in all respect	01	Job	Rs. 275,000.00	Rs. 35,750.00	Rs. 310,750.00
Grand Total Amount Inclusive of All Taxes				Rs. 8,062,811.92		

POWER CABLE LAYING WITH DBS INSTALLATION WORKS:

FR# 6001207.





POWER CABLE LYING WITH DB INSTALLATION WORKS

- 3.2 A liquidity damages @ 2% per day, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Purchase will be deemed completed in finished form as per specification.
- 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 paid the SUPPLIER by affixing treasury stamps of equivalent value.
- 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 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:
WARRANTY

- 7.1 M/s ENCON should provide standard warranty.

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:
INTEGRITY PACT

- 9.1 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).
- 9.2 Without limiting the generality of the forgoing the M/s ENCON, 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.
- 9.3 M/s ENCON, 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.

- 9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s ENCON, 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 ENCON as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article X:
FORCE MAJURE

- 10.1 THE CONTRACTOR shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of THE SUPPLIER and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article XI:
SEVERABILITY

- 11.1 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 XII:
MISCELLANEOUS

- 12.1 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.
- 12.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 12.3 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.
- 12.4 All terms and conditions of tender vide # ME/07/22-23 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"

NAME: Dr. Muhammad Asad Ilyas

CNIC # 42301-4497722-9

Address:

Registrar, Institute of Business

Administration Main Campus

University Road, Karachi

WITNESS:

1.



Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Institute of Business

Administration Main Campus

University Enclave, Karachi

Focal Person IBA

Sr. Manager Operations & Maintenance



M/s ENCON

NAME: Mithan Kumar

CNIC # 45501-7493580-3

Address:

Office # 401, 4th Floor,

Dawood Center Tariq Road, Karachi

2.



M/s ENCON

CNIC # 44302-3305787-3

Address: Garden East