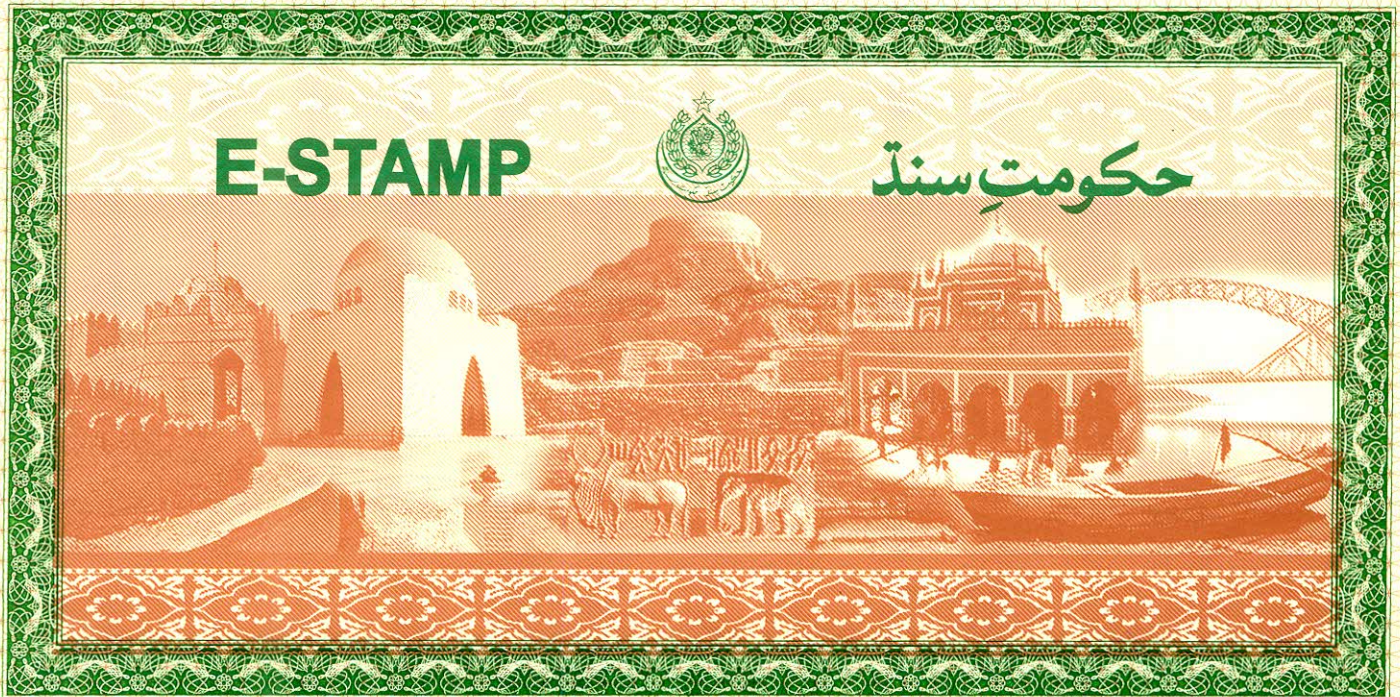


224072



1086-2207050000890787

GoS-KHI-D569AA77B3AD7897

Non-Judicial

Rs 42,010/-

Description	: Contract - 15(a)
Principal	: SMART POWER SYSTEMS PVT LTD [42201-1462677-3]
Contractor	: INSTITUTE OF BUSINESS ADMINISTRATION [42000-0000000-0]
Applicant	: SYED ATHAR ALI [42101-3651617-9]
Stamp Duty Paid by	: INSTITUTE OF BUSINESS ADMINISTRATION [42000-0000000-0]
Issue Date	: 05-Jul-2022, 02:29:00 PM
Paid Through Challan	: 2022016D746B6CE9
Amount in Words	: Forty Two Thousand and Ten Rupees Only

Please Write Below This Line

AGREEMENT**Supply, Installation, Testing & Commissioning of 500KVA Standby Diesel Generating Set**

THIS AGREEMENT is executed at KARACHI, on this day July 05, 2022.

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 Smart Power Systems (Pvt) Ltd, having its 101-102 SP Chamber, Estate Avenue SITE, Karachi-75700, hereinafter referred to as "**CONTRACTOR**" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its Manager Sales **Mr. Ishaque Ahmed Khan**, holding CNIC No. 42201-1462677-3 on of the SECOND PART.

WHEREAS "IBA" intends to obtain supplies vide tender # ME/10/21-22 "Supply, Installation, Testing & Commissioning of 500KVA Standby Diesel Generating Set" 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 CONTRACTOR" as their official for the specific purpose of "Supply, Installation, Testing & Commissioning of 500KVA Standby Diesel Generating Set" discussions in respect of the same with "IBA" before the determination

Supply, Testing & Commissioning of 500KVA Standby DG Set vide tender # ME/10/21-22



8



of Scope of Supply, Installation, Testing & Commissioning of 500KVA Standby Diesel Generating Set. "THE CONTRACTOR" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I:

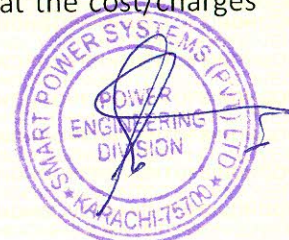
DUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Supply, Installation, Testing & Commissioning of 500KVA Standby Diesel Generating Set", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE CONTRACTOR" agrees to provide any/all kind of Supply, Installation, Testing & Commissioning of 500KVA Standby Diesel Generating Set to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE CONTRACTOR" will coordinate their work with Sr. Manager Operations & Maintenance of the "IBA" who will assist "THE CONTRACTOR" in supervision of proposed Supply, Installation, Testing & Commissioning of 500KVA Standby Diesel Generating Set.
- 1.4 "THE CONTRACTOR" 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 CONTRACTOR. 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 CONTRACTOR".

Article II

SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE CONTRACTOR" hereby agree and acknowledge to Supply, Installation, Testing & Commissioning of 500KVA Standby Diesel Generating Set in accordance with the Description & Specification.
- 2.2 "THE CONTRACTOR" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery including installation, testing & commissioning on or before 15th July, 2022 after Purchase order.
- 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/10/21-22



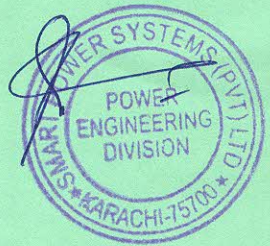
Article III
REMUNERATION

3.1 The cost offered by the CONTRACTOR is Rs.12,002,695.00 (inclusive of all taxes) Supply, Installation, Testing & Commissioning of 500KVA Standby Diesel Generating Set vide tender # ME/10/21-22 variation may occur. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below.

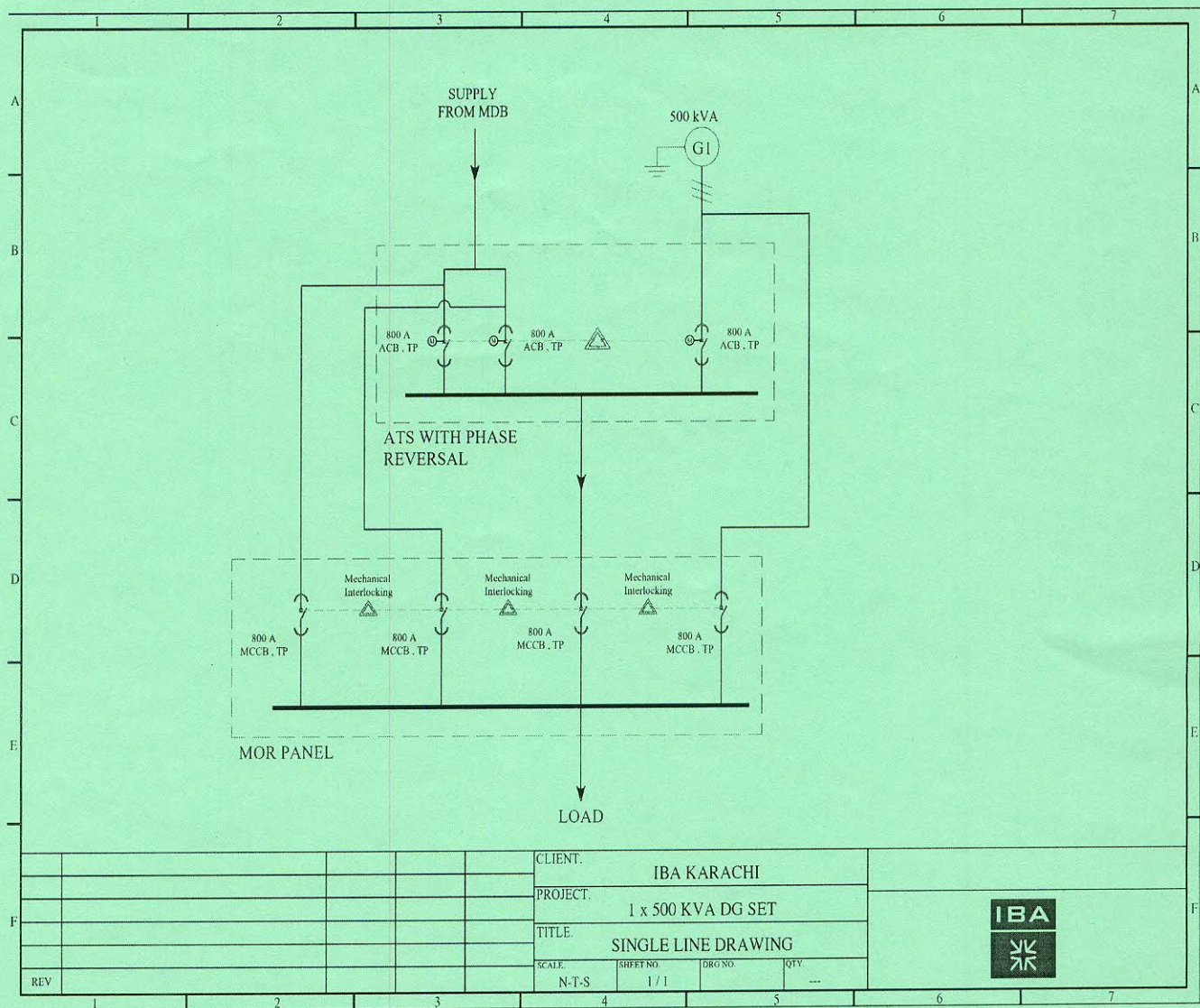
S #	Description	Qty	Unit	Amount Inclusive of all taxes
1	Supply, installation, testing & Commissioning of 500 KVA (STANDBY) 3 phase 4 wire 400V , 50 Hz Diesel generator set with sound proof canopy having sound level not more than 85 dBA at 1 meter, Water Cooled designed for smooth operation, Comprises of <ul style="list-style-type: none"> •Control Panel •Batteries •Circuit breaker Engine Manufactured by Cummins. The rate is inclusive of all type of Consumables, transportation, loading, unloading at site testing, commissioning as per specification. Brand: Cummins (OEM) Model KTA-19-G3	1	No	Rs. 10,296,000.00
2	Supply, laying, installation & termination, testing & commissioning of 2x 185 sq.mm four core PVC/PVC, insulated cables, 600/1000 V grade power cables as per specification. Manufactured by Pakistan cable.	100	feet	Rs. 999,509.00
3	Supply, laying, installation, testing and termination of 95 sqmm single core PVC insulated earth cable for neutral and body grounding connections as per specification. Manufactured by Pakistan cable	100	feet	Rs. 149,686.00
4	Supply, laying, testing, commissioning, and termination of 2.5 sqmm 3 core PVC/PVC insulated Control cable as per specification. Manufactured by Pakistan cable	100	feet	Rs. 207,500.00
5	Providing & laying R.C.C Foundation pad of the size of 7'x19'x2' for the placement of Diesel generator properly designed minimum Concrete 35 MPa and Deformed bar Grade 60 is to be used. Sulphate resistant Cement is to be used in Concrete. The rate is inclusive of all type of materials, tools & plants, labour & form work Curing etc complete as per specification.	1	job	Rs. 65,000.00



6	Supply , & Laying in position UPVC pipe of 6-inch ID pipe for under-ground cable laying, including all civil work like excavation, back filling etc complete.	100	feet	Rs. 150,000.00
7	<p>Construction of earth pit for the neutral and body of Gense (Plate Type) as per the reference drawing. Contractor must ensure that the resistance to earth of any Earth Connection shall not be more than three (03) Ω.</p> <ul style="list-style-type: none"> • Earth connecting points (ECP) consisting of 2" wide and 1/2" thick to be installed on the wall complete with fixing arrangement, brass nuts bolts complete in all respects. 	2	job	Rs. 135,000.00
Grand Total Amount in PKR (Inclusive of all taxes)				Rs. 12,002,695.00



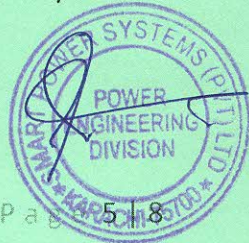
SINGLE LINE DIAGRAM OF THE PROPOSED GENERATOR



Note:
a) Installation and commissioning shall be inclusive of associated Mechanical, Civil & Electric works.

e) If delivered items are not as per standard mentioned in the Tender Document IBA reserves the right to claim replacement of the same or cancelation of the Contract.

- 3.2 A liquidity damages @ 2% per week, 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, installation, testing & commissioning with satisfactory note and submission of commercial invoice within 30 days.
- 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 CONTRACTOR by affixing treasury stamps of equivalent value.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by CONTRACTOR 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 CONTRACTOR" 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 CONTRACTOR", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE CONTRACTOR" 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 Smart Power Systems (Pvt) Ltd should provide standard warranty for one (01) year/1000 hours (which ever came first) after the commissioning of Goods.

7.2 Warranty period will end automatically subjects to above earlier come condition.

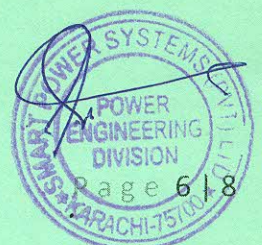
- a. For engine warranty will be limited to engine manufacturer's global warranty policy. Other parts besides of engine doesn't have running hour limitation for one year warranty period.

7.3 Warranty policy

- a. The warranty of engine and alternator will be limited by their manufacturer warranty policy.
- b. The warranty will be rejected if equipment damage is caused by tampering, abuse, violence, lack of proper maintenance, or any natural forces.

7.4 The warranty un-cover normal wear and tear parts such as belt, filter, lubrication oil, coolant and so on.

7.5 During the warranty period, THE CONTRACTOR's technical team shall visit once in every two months for routine observation of the equipment.



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 Smart Power Systems (Pvt) Ltd, 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 Smart Power Systems (Pvt) Ltd, 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 Smart Power Systems (Pvt) Ltd, 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 Smart Power Systems (Pvt) Ltd as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article X:

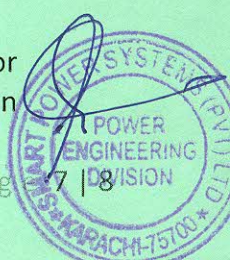
SEVERABILITY

- 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:

FORCE MAJURE

- 11.1 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 CONTRACTOR 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 XII:
MISCELLANEOUS

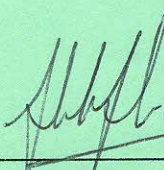
12.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to 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.

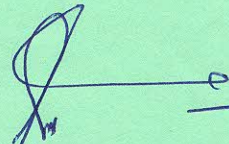
12.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.

12.4 All terms and conditions of tender vide # ME/10/21-22 will be the integral part of this agreement and can't be revoked.

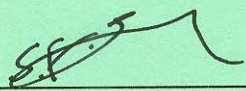
IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

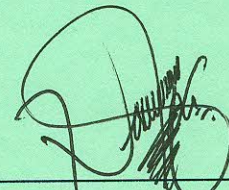

Dr. Muhammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA).
Karachi, Pakistan

For "IBA"
NAME: Dr. Muhammad Asad Ilyas
CNIC # 42301-4497722-9
Address:
Registrar, Institute of Business
Administration Main Campus
University Road, Karachi


M/s Smart Power Systems (Pvt) Ltd
NAME: Ishaque Ahmed Khan
CNIC # 42201-1462677-3
Address:
101-102 SP Chamber,
Estate Avenue
SITE, Karachi-75700

WITNESS:

1. 
Syed Fahad Jawed
CNIC # 42201-9125136-3
Address:
Institute of Business
Administration Main Campus
University Enclave, Karachi

2. 
Nasreen
CNIC # 42101-2921276-8
Address:
M/s Smart Power Systems (Pvt) Ltd
101-102 SP Chamber,
Estate Avenue
SITE, Karachi-75700

Focal Person IBA
Sr. Manager Operations & Maintenance

