

168 141807

## AGREEMENT

### **Material Supply, Installation, Commissioning at HBL City Campus**

THIS AGREEMENT is executed at KARACHI, on this day April 08, 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 ENCON, having its Office # 401, 4<sup>th</sup> 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. 4550174935803 on the SECOND PART.

WHEREAS "IBA" intends to obtain supplies vide tender # ME/11/21-22 "Material Supply, Installation, Commissioning at HBL City Campus" 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, Installation, Commissioning at HBL City Campus" discussions in respect of the same with "IBA" before the determination of Scope of Material Supply, Installation, Commissioning at HBL City Campus. "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, Installation, Commissioning at HBL City Campus", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".

OFFICE SUPERINTENDENT  
Stamp Office, City Court  
Karachi  
11.4.22

Material Supply, Installation, Commissioning at HBL City Campus vide tender # ME/11/21-22



- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Material Supply, Installation, Commissioning at HBL City Campus 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, Installation, Commissioning at HBL City Campus.
- 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, Installation, Commissioning at HBL City Campus 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 31, 2022.
- 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/11/21-22

#### **Article III**

#### **REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs.4,049,706.00 (inclusive of all taxes) Material Supply, Installation, Commissioning at HBL City Campus vide tender # ME/11/21-22 variation may occur. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below.



				M/s ENCON		
S #	Description	Qty	Unit Rate	Price including GST	Price including SST	Total Price including all taxes
1	Copper piping for 04 Ton (USA or Equivalent) ( 22 Gauge, size 3/4"	1460	FT	725.40		1,059,084.00
2	Copper piping for 04 Ton (USA or Equivalent) ( 22 Gauge), size 1/2"	1460	FT	479.70		700,362.00
3	Electric wire for Control (Pakistan Cable 4mm x5 - core) or equivalent	6	Coils	83,070.00		498,420.00
4	Copper piping for 02 Ton (USA or Equivalent) ( 22 Gauge) size 5/8"	225	FT	599.04		134,784.00
5	Copper piping for 02 Ton (USA or Equivalent) ( 22 Gauge) size 1/4"	225	FT	198.90		44,752.50
6	Aero Flex (insulation) for 4 ton size 1 inch	243	length*	456.30		110,880.90
7	Aero Flex(insulation) for 2 ton size 7/8 inch	38	length*	327.60		12,448.80
8	Dammer tape size 2" inches (for Wrapping)	170	Rolls	142.74		24,265.80
9	G.I Cable Tray Size 10"x 4" (18 Gauge) with cover	220	FT	1,123.20		247,104.00
10	G.I Cable Tray Size 8"x 4" (18 Gauge) with cover	200	FT	992.16		198,432.00
11	G.I Cable Tray Size 3"x 3" (18 Gauge) with cover	15	FT	613.08		9,196.20
12	U-PVC Pipe 3/4"(Pak Arab) for drain or equivalent	570	FT	117.00		66,690.00
13	Electric wire (Pakistan Cable 6mm 4-core) with PVC Conduit Pipe for Main Power Supply or equivalent	1	Coil	84,240.00		84,240.00
14	Electric wire for Earthing (Pakistan Cable 4mm.sqx1) for Earthing or equivalent	1	Coil	16,380.00		16,380.00





15	Iron Frame Extension 4x 20" (U-Channel 1.5"x3" Gauge 4.5mm)	2	Jobs	26,910.00		53,820.00
16	Iron Frame Extension about 48" L x 20" W (U-Channel 1.5"x3" Gauge 4.5mm)	1	Job	37,440.00		37,440.00
17	Concrete Platform 48"x 24"x6" complete work in all respect	2	Job	24,570.00		49,140.00
18	Wooden Frame size 04 Ton 25.5"x18.5"x5" complete work in all respect	17	Job	8,190.00		139,230.00
19	Wooden Frame 02 Ton 22"x17"x6" complete work in all respect	5	Job	7,020.00		35,100.00
<b>Labour charges</b>						
20	AC Installation Works / Floor Standing AC 4 Ton	17	jobs		10,170.00	172,890.00
21	AC Installation Works / Floor Standing AC 2 Ton	5	jobs		9,040.00	45,200.00
22	SERVICE CHARGES Copper/ Piping fitting chg for 22Nos F-Standing ACs	1685	RFT		113.00	190,405.00
23	SERVICE CHARGES/Cable Tray G.I. Fitting Charges for 22Nos Floor Standing ACs	435	RFT		135.60	58,986.00
24	SERVICE CHARGES/Drain Pipe Fitting Charges for 22Nos Floor Standing ACs as per IBA standard	570	RFT		56.50	32,205.00
25	SERVICE CHARGES/Main Power Supply Installation for 22Nos Floor Standing ACs	250	RFT		113.00	28,250.00
<b>Grand Total Amount</b>				<b>4,049,706.20</b>		

**Note:**

This is the estimate of total 22 Nos. Floor Standing A/Cs 17 Nos. 4 Tonnage & 5 Nos. 2 Tonnage.

\* one length = 6feet

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:** **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.
- 11.4 All terms and conditions of tender vide # ME/11/21-22 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.

 <b>Dr. Muhammad Asad Ilyas</b> Registrar Former Chairperson Accounting & Law Department Institute of Business Administration (IBA), Karachi, Pakistan "IBA" NAME: Dr. Muhammad Asad Ilyas CNIC # 42301-4497722-9 Address: <u>Registrar, Institute of Business</u> <u>Administration Main Campus</u> University Road, Karachi	 <b>M/s ENCON</b> NAME: Mithin Kumar CNIC # 455017493580-3 Address: Off: 401, 4 <sup>th</sup> floor Dawood Center Plot 124-R PECHS Block 2 Tariq Road, Karachi
--	--



**WITNESS:**

1.   
Syed Fahad Jawed  
CNIC # 42201-9125136-3  
Address:

2.   
Saeed Ahmed Soomro  
CNIC # 45501-05136057  
Address: Pano Aki Sukkur



*Institute of Business  
Administration Main Campus  
University Enclave, Karachi*

Focal Person IBA

Sr. Manager Operations & Maintenance

