

Contract Agreement

ADB-Loan # 3096-PAK Tranche-IV

THIS AGREEMENT ADB-LESCO-01-2014-(V) made this 26 day of August, 2016.

BETWEEN

- (i) **Lahore Electric Supply Company (Ltd) (LESCO), Lahore, Pakistan**, a corporation incorporated under the Laws of Islamic Republic of Pakistan and having its principal place of business at **Lahore, Capital of Punjab**, (hereinafter called "The Purchaser"),

And;

- (ii) **M/s Yuancheng Cable Co., Ltd.**, a corporation incorporated under the Laws of People's Republic of China and having its registered office at **No.8 of Yuancheng Road, Guanlin Town, Yixing City, Jiangsu Province, China** (hereinafter called "The Supplier");

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., 132kV Control and Power Cables & Conductors (Description/Lot wise) and in pursuance to the approval of BOD LESCO through circular resolution no. 100 conveyed through Company Secretary letter no. 29th June 2016; has accepted a Bid by the Supplier for the supply of those Goods and Related Services at an offered Price vide M/s Yuancheng Cable Co. Ltd., letter dated 10.03.15 on total sum of **US\$ 1,047,018.50 (US\$ One Million Forty Seven Thousand Eighteen and fifty Cents Only)** including related services without GST which will be applicable as per prevailing Rules/ Laws (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) This Contract Agreement
 - (b) The Purchaser's Notification to the Supplier of Award vide No. 9182-97 dated 30.06.2016 and accepted by the Supplier vide letter No. IN / LESCO ADB-01-2014 dated 19.07.16;
 - (c) Performance Security No. 0328BGA003416 dated 12 August 2016 amounting US\$ 104,701.85 with expiry 20 July 2018 issued by UBL (Gulberg Market Branch), Lahore.
 - (d) The Bid Submission Sheet (Section-IV, Pg.4-3 & 4-4); Price Schedules (Section-IV, Pg.4-15 to 4-16, Pg.4-30 to 4-31 & Pg.4-40) and form of Bid Security (Section IV, Pg. 4-43) submitted by the Supplier;
 - (e) The Special Conditions of Contract (Section VIII, GCC 1.1(j), Pg.(8-2)-GCC 30.1, Pg. 8-10);
 - (f) The General Conditions of Contract (Section VII, 1.1, Pg.(7-2)-36.1, Pg. 7-18);
 - (g) The Schedule of Supply (Section VI, Pg. 6-12 to Pg. 6-13 & Pg. 6-28 to Pg. 6-29);
 - (h) Technical Requirements (including Schedule of Supply and Technical Specifications) (Section-VI, Pg. 35-38);
 - (i) The Supplier's bid under cover letter dated 16.03.15;

- (j) Post bid correspondence;
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the precedence of documents shall prevail in the order listed above under Para 2.
 4. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

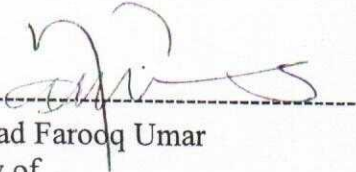
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Islamic Republic of Pakistan on the day, month and year indicated above.

For and on behalf of the Purchaser



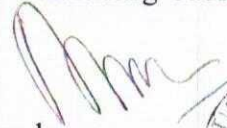
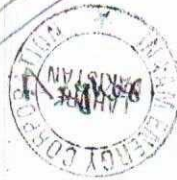
Signed:-
Mr. Khalid Saeed Akhter
In the capacity of
Chief Engineer (Development) PMU LESCO

Witness 1:



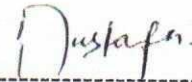
Signed: -----
Mr. Muhammad Farooq Umar
In the capacity of
Dy. Manager (Proc.) PMU LESCO

For and on behalf of the Supplier
M/s Yuancheng Cables Co., Ltd. China

Signed:-
Mr. Waseem
In the capacity of

Witness 1:



Signed: -----
Mr. Ghulam Mustafa Mujahid
In the capacity of