



AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day December....., 2018.

BETWEEN

M/s Institute of Business Administration, through its Registrar, located at **Main Campus, University Road, 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 Berger Paints Pakistan Ltd, having its office at # X-3, Mangopir Road, S.I.T.E Area, **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 Regional Sales Manager Mr. Syed Asif Ali holding CNIC no. 42101-1391545-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Supply of Paints vide tender # Maint/07/18-19 for the Supply of Paints (IBA requirement) discussions in respect of the same before the determination of scope of supplies will be held with "IBA" as "Supply of Paints" and "THE SUPPLIER" have offered to render all kind of Supply of Paints (including but not limited to the "Supply of Paints" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in 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 "Supply of Paints" discussions in respect of the same with "IBA" before the determination of Scope of Supply of Paints illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Supply of Paints. "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 "Supply of Paints", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Supply of Paints 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 Procurement & Stores, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Supply of Paints.



1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.

1.5 All logistic charges will be borne by "THE SUPPLIER".

Article II
SCOPE OF PROFESSIONAL SERVICES:

2.1 "THE SUPPLIER" hereby agree and acknowledge to Supply of Paints in accordance with the Description & Specification.

2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.

2.3 Delivery on or before Jan 30, 2019

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 # Maint/07/18-19.

Article III
REMUNERATION

3.1 The cost offered by the Supplier is Rs. 735,496.89 (inclusive of all taxes) Supply of Paints vide tender # Maint/07/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

Sr #	Description	Quantity	Quoted Brand	Rate		Amount
1	Weather Shield Paint Color: Brilliant White Packing: 16 Liter of each Drum Brand: Berger	20	Berger 80-Can Pack Size 04 Ltrs	1,407.56	80.00	112,606.00
2	Matt Enamel Paint Color: Brilliant White Packing: 14.56 Liter of Each Drum Brand: Berger	20	Berger 80-Can Pack Size 3.64 Ltrs	1,596.53	80.00	127,730.00
3	Water Based Matt Finish Paint	40	Berger			52,101.00



	Color: Lavender white Packing: 04 Liter of Each Bucket Brand: Berger		40 Gallon Pack Size 04 Ltr	1,302.52	40.00	
4	Matt Enamel Paint Color: Antique White Packing: 18 Liter of Each Drum Brand: Berger	10	Berger 20 Ltr 09 Drums	7,983.19	9.00	71,849.00
5	Paintax Smooth Emulsion Paint Color: Brilliant White Packing: 14.56 Liter of Each Drum Brand: Berger	10	Berger 08 Drum Pack Size 18.2 Ltr	2,605.04	8.00	20,840.00
6	Weather Shield Paint Color: Ash White Packing: 16 Liter of Each Drum Brand: Berger	10	Berger 40 Gallon Pack Size 04 Ltr	1,344.53	40.00	53,781.00
7	Weather Shield Paint Color: Goose Wing Packing: 4 Liter of Each Gallon/Bucket Brand: Berger	10	Berger 10 Gallon Pack Size 04 Ltr	1,344.53	10.00	13,445.00
8	Oil Paint Color: White Packing: 3.64 Liter of Each Bucket Brand: Berger	15	Berger 15 Gallon Pack Size 3.64 Ltr	1,428.57	15.00	21,429.00
9	Oil Paint Color: Signal Red Packing: 3.64 Liter of Each Bucket Brand: Berger	15	Berger 15 Gallon Pack Size 3.64 Ltr	1,092.43	15.00	16,386.00
10		15	Berger			17,017.00



	Color: Jet Black Packing: 3.64 Liter of Each Bucket Brand: Berger		15 Gallon Pack Size 3.64 Ltr	1,134.45	15.00	
11	Oil Paint Color: Golden Yellow Packing: 3.64 Liter of Each Bucket Brand: Berger	15	Berger 15 Gallon Pack Size 3.64 Ltr	1,344.53	15.00	20,168.00
12	Oil Paint Color: Red Oxide Packing: 3.64 Liter of Each Bucket Brand: Berger	15	Berger 15 Gallon Pack Size 3.64 Ltr	1,050.42	15.00	15,756.00
13	Wall Putti Filling Packing: 20 Kg of Each Drum Brand: Berger	4	Berger 04 Drum Pack Size 20Kg	1,932.77	4.00	7,731.00
14	Mixing Oil Packing: 10 Liter of Each Can Brand: Berger	100	Berger 100 Gallon Pack Size 04 Ltr	672.26	100.00	67,226.00
Total			Rs. 618,065.00			
17% GST			(19% GST) 117,432.28			
Total Amount			Rs. 735,496.89			

3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 30 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Purchase will be deemed completed in finished



form as per specification and "THE SUPPLIER" have to deliver the required number of Supply of Paints to IBA.

- 3.3 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 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 deposited in Government treasury by the SUPPLIER. This paid Stamp papers challan would be submitted along with the Bill / Invoice.
- 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 and GM of the company / firm / agency 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 Both parties may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 30 day's 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: **NOTICE**

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

Article VIII: **INTEGRITY PACT**



- 8.1 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).
- 8.2 Without limiting the generality of the forgoing the M/s Berger Paints Pakistan 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.
- 8.3 M/s Berger Paints Pakistan 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.
- 8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Berger Paints Pakistan 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 Berger Paints Pakistan Ltd, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article IX: MISCELLANEOUS

- 9.1 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.
- 9.2 Material(s) will be handed over by the "IBA" or yet the cost with authentic stamp and signature.
- 9.3 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.
- 9.4 The validity of the contract will be effective from the date of issue of Purchase Order.
- 9.5 All terms and conditions of tender vide # Maint/07/18-19 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: Aamer Shabbir Khan

CNIC # _____

Address:

G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi

1.

M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____

M/S Berger Paints Pakistan Ltd

NAME: S. YED MUHAMMAD ASIF

CNIC # 42101-1391545-3

Address:

X-3, Mangopir Road, S.I.T.E Area,
Karachi.

2. MUHAMMAD SAAD

CNIC# 42201-4519804-3

Address: X-3, Mangopir Road, S.I.T.E Area,
Karachi.