

NBP-0003-2410150005533687

GoS-KHI-362BF4D37AF42BD4

Non-Judicial

Rs 3,153/-

Description	: Contract - 15(a)
Principal	: Institute of Business Administration Main Campus Karachi [00000000]
Contractor	: Ajmeeri Paint House [00000000]
Applicant	: Muhammad Bilal Bhatti [42501-1566185-7]
Stamp Duty Paid by	: Ajmeeri Paint House [00000000]
Issue Date	: 15-Oct-2024, 11:55:55 AM
Paid Through Challan	: 2024F131DFA3E007
Amount in Words	: Three Thousand One Hundred and Fifty Three Rupees Only

Please Write Below This Line

AGREEMENT**Supply of Paint Material for City Campus**

THIS AGREEMENT is executed at KARACHI, on this day October 15 , 2024.

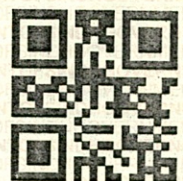
BETWEEN

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 Ajmeeri Paint House, having its Main National Highway Quaidabad, 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. Muhammad Baqar, holding CNIC No. 4250152494675 the SECOND PART.

WHEREAS "IBA" intends to obtain supplies vide tender # RM/01/24-25 "Supply of Paint Material for 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 “Supply of Paint Material for City Campus” discussions in respect of the same with “IBA” before the determination of Scope Supply of Paint Material for 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 “Supply of Paint Material for City Campus”, 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 Paint Material for 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 Manager Maintenance of the “IBA” who will assist “THE SUPPLIER” in supervision of proposed Supply of Paint Material for 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 Ali 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 Paint Material for 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 November 05, 2024.
- 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 # RM/01/24-25.

Article III
REMUNERATION

3.1 The cost offered by the Supplier is Rs.900,835.00 (inclusive of all taxes) Supply of Paint Material for City Campus vide tender # RM/01/24-25 variation may occur. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below.

S. #	Specification	Unit	Qty	Rate	Amount
1	Matt Emulsion Paint Water Based Color: Ash White Packing: 18Liter of each drum Brand: Buxly	Drum	12	9,000.00	108,000.00
2	Distemper Paint Color: White Packing: 14.56 Liter of Each drum Brand: Nelson	Drum	18	3,390.00	61,020.00
3	Weather Shield Paint Color: Ash White Packing: 16Liter of each drum Brand: Nelson	Drum	12	7,800.00	93,600.00
4	Wall Putti Filling Packing: 20 Kg of Each drum, White Brand: Nelson	Drum	15	1,920.00	28,800.00
5	Oil Paint Color: Golden Yellow Packing: 3.64 Liter of Each Bucket Brand: Nelson	Bucket	24	2,050.00	49,200.00
6	Oil Paint Color: White Packing: 3.64 Liter of Each Bucket Brand: Nelson	Bucket	24	2,050.00	49,200.00
7	Oil Paint Color: Jet Black Packing: 3.64 Liter of Each Bucket Brand: Nelson	Bucket	24	2,050.00	49,200.00
8	Oil Paint Color: Signal Red Packing: 3.64 Liter of Each Bucket Brand: Nelson	Bucket	12	2,050.00	24,600.00
9	Oil Paint Color: Red Oxide Packing: 3.64 Liter of Each Bucket Brand: Nelson	Bucket	12	2,050.00	24,600.00

10	Oil Paint Color: Smoke Grey Packing: 3.64 Liter of Each Bucket Brand: Nelson	Bucket	24	2,050.00	49,200.00
11	Oil Paint Color: Dark Green Packing: 3.64 Liter of Each Bucket Brand: Nelson	Bucket	24	2,050.00	49,200.00
12	Oil Paint Color: Maroon Packing: 1 Liter of Each Bucket Brand: Brighto	Bucket	24	1,400.00	33,600.00
13	Oil Paint Color: Neon Orange Packing: 3.64 Liter of Each Bucket Brand: Nelson	Bucket	12	2,050.00	24,600.00
14	Matt Emulsion Paint Water Based Color: White Packing: 3.64 Liter of each bucket Brand: Nelson	Bucket	12	2,800.00	33,600.00
15	Mixing Oil Packing: 04 Liter of Each Bucket Brand: Buxly	Bucket	50	1,700.00	85,000.00
Total				763,420.00	
ADD 18% GST				137,415.60	
TOTAL AMOUNT (WITH GST)				900,835.60	

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 Ajmeeri Paint House 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 Ajmeeri Paint House, 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 Ajmeeri Paint House, 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 Ajmeeri Paint House, 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 Ajmeeri Paint

House 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

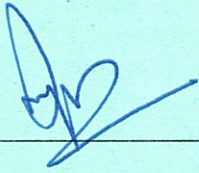
12.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to 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 # RM/01/24-25 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. M. Asad Ilyas

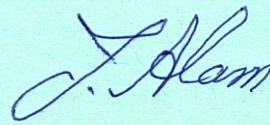
CNIC # 42301-4497722-9

Address:

Registrar, Institute of Business

Administration Main Campus

University Road, Karachi



M/S Ajmeeri Paint House

NAME: M. Baqar

CNIC #

Address: Main National Highway

Quaidabad, Karachi,

WITNESS:

1.



Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Institute of Business

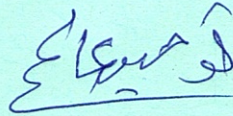
Administration Main Campus

University Enclave, Karachi

Focal Person IBA

Kazi Muhammad Mazharuddin

2.



M/s Ajmeeri Paint House

CNIC #

Address: