

NBP-0108-2311170003527025

GoS-KHI-E5ABB9546EC7A511

Non-Judicial

Rs 4,792/-

Description	: Contract - 15(a)
Principal	: M/s INSTITUTE OF BUSINESS ADMINISTRATION KARACHI [00000000]
Contractor	: DIAMOND PAINT INDUSTRIES PRIVATE LIMITED [35969423]
Applicant	: MUHAMMAD SAAD [42201-4519804-3]
Stamp Duty Paid by	: DIAMOND PAINT INDUSTRIES PRIVATE LIMITED [35969423]
Issue Date	: 17-Nov-2023, 12:08:59 PM
Paid Through Challan	: 202309E29BF9A3AA
Amount in Words	: Four Thousand Seven Hundred and Ninety Two Rupees Only

Please Write Below This Line

AGREEMENT
Supply of Paint Items

THIS AGREEMENT is executed at KARACHI, on this 03 day of November 2023.

BETWEEN

M/s. Institute of Business Administration, Karachi 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. Diamond Paint Industries (Pvt) Ltd, having its office at **L/4/3, Block # 21, Federal 'B' Industrial Area Karachi**, hereinafter referred to as THE SUPPLIER (which expression shall wherever the context so permits are deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr Muhammad Saad**, holding CNIC No 42201-4519804-3 on the SECOND PART.





WHEREAS IBA intends to obtain a Supply of Paint Items vide tender # RM/02/23-24 up to the entire satisfaction and hand over the material(s) to the IBA having accepted the offer in a finished form complete in all respects.

NOW IT IS HEREBY AGREED and DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

IBA hereby offers to appoint THE SUPPLIER as their supplier for the specific purpose of "Supply of Paint Items" vide tender # RM/02/23-24. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms and conditions herein below.

Article I:
SCOPE OF SUPPLY

- 1.1 THE SUPPLIER agrees to Supply of Paint Items to IBA whenever and wherever form is required as per the terms and conditions of this Agreement.
- 1.2 THE SUPPLIER will coordinate with the Head of Procurement of the IBA who will assist THE SUPPLIER in the supervision of the proposed Supply of Paint Items.
- 1.3 THE SUPPLIER will visit the Procurement Department located at Main Campus, University Road, Karachi as and when required with a prior appointment.
- 1.4 All logistic charges will be borne by THE SUPPLIER.
- 1.5 All items in full quantity should be delivered on or before December 02, 2023.
- 1.6 THE SUPPLIER bound to all defective items shall be replaced with the new and same brand
- 1.7 Any material that becomes faulty will be replaced by THE SUPPLIER.

Article II
PAYMENT

- 2.1 Payment will be made on or before 30 days after delivery and submission of invoice.

Article III
WARRANTY

- 3.1 Standard warranty required by the Supplier.

Article IV
REMUNERATION

4.1 The cost offered by THE SUPPLIER is Rs. 1,369,000/- (inclusive of all taxes) to Supply of Paint Items vide tender # RM/02/23-24 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/ customs duties etc. Details of items are appended below:

S #	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	Weather Shield Paint Color: Goose Wing Packing: 3.64L of each bucket Brand: Diamond Paints	20	Bucket	Rs. 2,234.00	Rs. 44,680.00
2	Weather Shield Paint Color: Ash White Packing:16 Liter of Each Drum Brand: Diamond Paints	20	Drum	Rs. 9,323.00	Rs. 186,460.00
3	Matt Enamel Paint Color: Brilliant White Packing: 3.64L of each bucket Brand: Diamond Paints	10	Bucket	Rs. 3,017.00	Rs. 30,170.00
4	Matt Enamel Paint Color: Antique White Packing: 3.64 Liter of each bucket Brand: Diamond Paints	25	Bucket	Rs. 3,017.00	Rs. 75,425.00
5	Distemper Paint Color: Lavender white Packing: 04 Liter of Each Bucket Brand: Diamond Paints	50	Bucket	Rs. 1,157.00	Rs. 57,850.00
6	Distemper Paint Color: White Packing: 06 Kg of Each Bucket Brand: Diamond Paints	80	Bucket	Rs. 1,157.00	Rs. 92,560.00
7	Distemper Paint Color: Blue Packing: 3.64L of Each Bucket Brand: Diamond Paints	10	Bucket	Rs. 1,051.00	Rs. 10,510.00
8	Oil Paint Color: White Packing: 3.64 Liter of Each Bucket Brand: Diamond Paints	40	Bucket	Rs. 2,586.00	Rs. 103,440.00
9	Oil Paint Color: Jet Black Packing: 3.64 Liter of Each Bucket Brand: Diamond Paints	40	Bucket	Rs. 2,439.00	Rs. 97,560.00
10	Oil Paint Color: Golden Yellow Packing: 3.64 Liter of Each Bucket Brand: Diamond Paints	20	Bucket	Rs. 2,650.00	Rs. 53,000.00

11	Oil Paint Color: Signal Red Packing: 3.64 Liter of Each Bucket Brand: Diamond Paints	20	Bucket	Rs. 2,381.00	Rs. 47,620.00
12	Oil Paint Color: Red Oxide Packing: 3.64 Liter of Each Bucket Brand: Diamond Paints	30	Bucket	Rs. 2,301.00	Rs. 69,030.00
13	Wall Putti Filling Packing: 5 Kg of Each Bucket Brand: Diamond Paints	10	Bucket	Rs. 742.00	Rs. 7,420.00
14	Mixing Oil Packing: 4 Liter of Each Can Brand: Diamond Paints	50	Bucket	Rs. 1,763.00	Rs. 88,150.00
15	Water Matt Paint Color: White Packing: 04 Liter of Each Bucket Brand: Diamond Paints	40	Bucket	Rs. 3,191.00	Rs. 127,640.00
16	Wall Primer Color: White Packing: 3.64 Liter of Each Bucket Brand: Diamond Paints	15	Bucket	Rs. 2,191.00	Rs. 32,865.00
17	Oil Paint Color: Smoke Grey Packing: 3.64 Liter of Each Bucket Brand: Diamond Paints	10	Bucket	Rs. 2,354.00	Rs. 23,540.00
18	Oil Paint Color: Neon Orange Packing: 3.64 Liter of Each Bucket Brand: Diamond Paints	5	Bucket	Rs. 2,450.00	Rs. 12,250.00
Total					Rs. 1,160,170.00
18% GST					Rs. 208,830.60
Grand Total Amount					Rs. 1,369,000.60

- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed-on as per the Purchase Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and THE SUPPLIER has to deliver the required number of equipment to IBA.
- 4.3 Performance Security 5% of the total amount of the Purchase Order will be provided by THE SUPPLIER.

- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc., if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

Article V
ARBITRATION

- 5.1 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 hereof 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, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article VI
FORCE MAJURE

- 6.1 THE SUPPLIER shall not be asked for a 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 the public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article VII
TERMINATION

- 7.1 IBA may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15-day notice.

Article VIII
INDEMNITY

- 8.1 THE SUPPLIER in its capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, costs 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 SUPPLIER which disturbs or damage the reputation, quality or the standard of services provided by IBA and any person claiming through the IBA.

Article IX
NOTICE

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

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 and enforced to the fullest extent permitted by prevailing law.

Article XI
INTEGRITY PACT

- 11.1 The intention is 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).
- 11.2 Without limiting the generality of the forgoing the M/s. Diamond Paint Industries (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.
- 11.3 M/s. Diamond Paint Industries (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 the declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.
- 11.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Diamond Paint Industries (Pvt) Ltd agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and 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. Diamond Paint Industries (Pvt) Ltd, as aforesaid to obtain or induce procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XII
MISCELLANEOUS

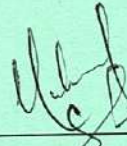
- 12.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.
- 12.2 The validity of the contract will be effective from the date of issue of the LoA.
- 12.3 All terms and conditions of tender vide # RM/02/23-24 will be an integral part of this agreement.

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



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

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



M/s. Diamond Paint Industries (Pvt) Ltd
(Name)
(Designation)
CNIC # 42201-4519804-3
Address:
L/4/3, Block # 21, Federal 'B' Industrial
Area Karachi.

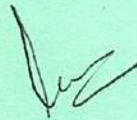
WITNESS:

1.



IBA, Karachi
Syed Fahad Jawed
Head of Procurement
CNIC # 42201-9125136-6
Address:
Institute of Business Administration
Main Campus, University Road, Karachi

2.



M/s. Diamond Paint Industries (Pvt) Ltd
(Name) MUHAMMAD WAJEEH
(Designation) AREA SALE MANAGER.
CNIC # 42201-8569856-7
Address:
L/4/3, Block # 21, Federal 'B' Industrial
Area Karachi.

Focal Person IBA Mr. Kazi Mazhar Uddin