

MUHAMMAD UMAR STAMP VENDOR

Licence No 20 No 3 City Courts Karachi

S.No 10125

13 MAR 2019

ISSUED TO

ANWAR AHMED Advocate

AGREEMENT

THROUGH

PHOTOCOPIER SERVICES - M/S SOHAIL PHOTOSTAT

PURPOSE

VALUE (ATTACHED)

STAMP VENDOR'S SIGNATURE

THIS AGREEMENT is executed at KARACHI, on this day 13 March 19, 2019.

BETWEEN

M/s Institute of Business Administration, Karachi through its General Manager, Admin, 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 PARTY.

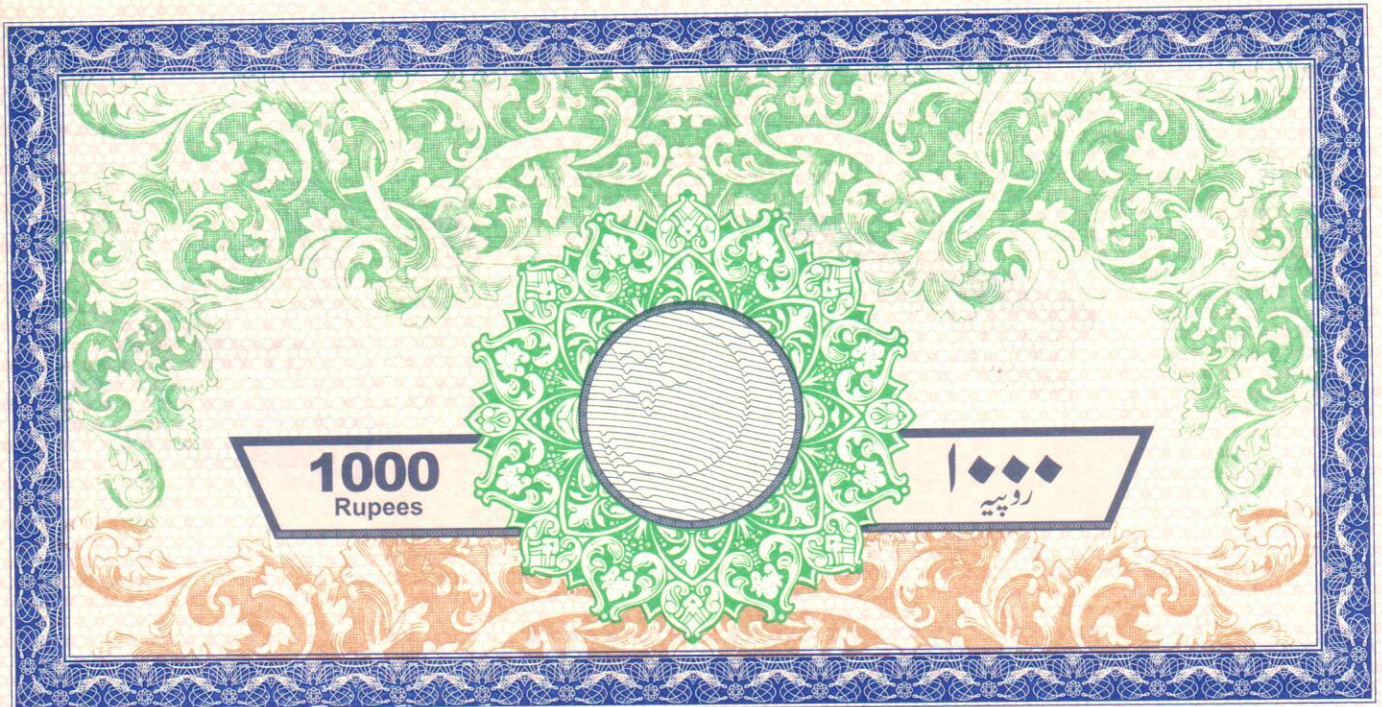
AND

M/s M. Sohail Photostat, situated at Gulzar-e-Hijri, Memon Nagar 13A, Karachi, through their proprietor, Mr. Muhammad Yameen CNIC # 42301-4056160-1, hereinafter called the **SECOND PARTY** (which expression, whenever the context so admits or requires to be deemed to include all their heirs, executors, proprietor(s), successors-in-interest and / or permitted assigns of the other part and is in the business of sales, services and rentals of photocopying & machines.

The First Party intends to obtain services to operate / functional the photocopy shop of Main Campus and City Campus of the specified items and in addition to other related items as and when required and needed on the mutual undertaking.

Now it is hereby agreed and declared by and between the parties as follows:

M. SOHAIL
PHOTO STAT
I B A. Main Campus
University of Karachi



MUHAMMAD UMAR STAMP VENDOR

Licence No 36 Sector 3 City Courts Karachi

S.No 6026

13 MAR 2019

ISSUED TO

ANWAR AHMED Advocate

THROUGH TO

Leg: 3155 MC

PURPOSE

VALUE (ATTACHED)

STAMP VENDOR'S SIGNATURE

WITNESSETH

RUPEES ONE THOUSAND ONLY

The First Party hereby offer to appoint 'Second Party' as their official photocopy shop operator for specific purpose of photocopying items, service in the photocopy shops, payment of utilities, installation of specified electrical appliances, photocopying machines, binding machines, lamination machines and other gadget to support the services etc whatsoever work is required to operate and functioning of photocopy shops on full-fledged basis. 'The Second Party' hereby agrees to the offer of the 'IBA' in acceptance of the terms and conditions herein below forth. The terms & conditions and rates/charges of Tender Documents for IBA Main Campus and City Campus will be integral part of this agreement.

ARTICLE I

Duties and Scope of Services and Agreement:

- 1.1 **General:** This agreement includes the upkeep of the photocopy shops, provision & installation of photocopy machines, electrical appliances, lamination machines and other gadget, payment of utility bills, payment of any person hired by the 'The Photocopy Shops Operator' and screened by the IBA & Security Staff.
- 1.2 **Utilities:** IBA, Karachi will provide only initial connections to basic utilities, provision of water will be allowed by IBA. Payment of electric bills shall be the sole responsibility of the Second Party. IBA shall not be responsible for any disconnections due to non-payment or default or breach by the Photocopy Shops Operator or otherwise. Utility Bill(s) will be paid by the Second Party as per actual to the First Party within five days on the receipt of the Bill(s).
- 1.3 **Cleanliness:** The photocopy shop operator shall responsible at all times to keep good both externally and internally of the photocopy shops and also the electric & water installation on the photocopy shops and shall maintain the cleanliness of the photocopy shops (including painting the walls) both inside and outside all times and will maintain the electric installation in such repairs as will prevent leakage or waste of electric & water. The photocopy shops should be kept in hygienically clean state at all times. Proper and timely maintenance of electrical / mechanical and fixture etc will be carried on by 'The First Party' as a standard practice. However, monthly or weekly, which ever reflects cleanliness, disposal of waste material will be the sole responsibility of Second Party.
- 1.4 **Approved Rate(s) List/Charges:** 'The Second Party' will provide the photocopying & allied items on the approved and agreed rates only to the students and employee populace of the IBA whatever and whenever required.
- 1.5 **Listed Items:** 'The Second Party' has agreed to provide all items mentioned in BoQ separate of Main Campus and City Campus of Tender Documents with mutual understanding, high quality and certified in writing. The specifications of the items to be provided could be changed, increased or decreased. All items, as mentioned in BoQ

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MUHAMMAD UMAR STAMP VENDOR 13 MAR 2019
 Licence No 36 No 3 City Courts Karachi
 S.No 10127

ISSUED TO ANWAR AHMED Advocate
 THROUGH TO Leg: 3155 MC
 PURPOSE

VALUE (ATTACHED) of Main Campus and City Campus and provided by the SECOND PARTY, will remain the property of the SECOND PARTY at all times.

1.6 **Non-listed Item(s):** New item(s) will be introduced with due approval of First Party on agreed rate(s).

1.7 **Photocopy Machinery(ies)/Equipment(s)/Gadget(s)/Utensil(s):** It will be the responsibility of Second Party to install, arrange photocopy machines, equipments and gadgets with the consultation of First Party and according to the requirement at different location(s) in the premises of IBA, Karachi.

1.8 **Equipment to Provide:**

a. **Main Campus**

The service provider will have to setup or move its equipment for the said job to a different facility / location other than the once listed below within the same campus when required by IBA.

i) **Adamjee Academic Block (Main Shop)**

- a) 02 units Minolta DI 450 or equivalent
- b) HD – color, printer 6122 HP or equivalent
- c) Laser Printer
- d) Computer Desktop Pentium 4 or equivalent
- e) Spiral Machine
- f) Normal & Heavy Duty Stapling Machine
- g) Scanner
- h) Lamination Machine

ii) **Tabba Academic Block**

- a) One Unit DI 450 Digital (Minolta) + Dialta or equivalent
- b) 10GB Hard Disk
- c) 10 Box A4 BLC 80GM or equivalent
- d) Book Binding Machine Stapler (Opal HD 128 S/17) or equivalent
- e) Tonner Bottle

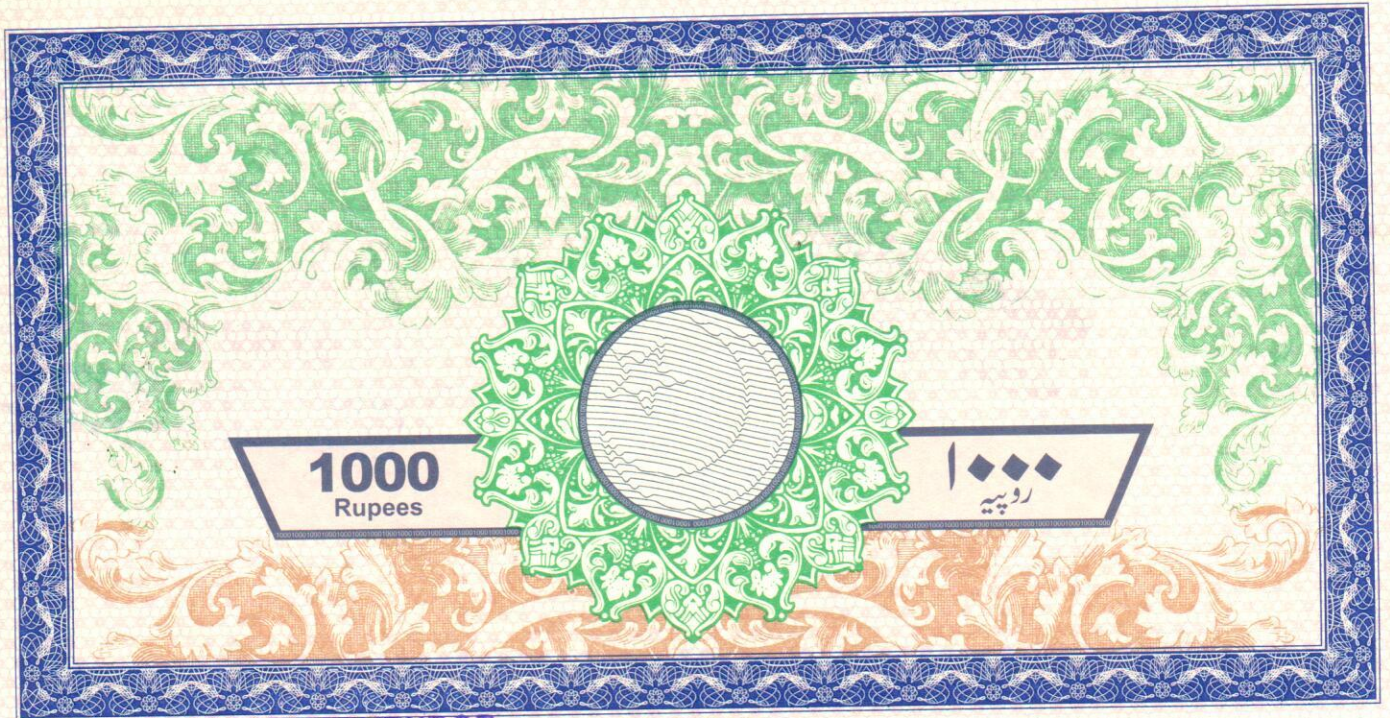
iii) **Student Centre**

- i) 02 units Minolta DI 450 or equivalent
- j) HD – color, printer 6122 HP or equivalent
- k) Laser Printer
- l) Computer Desktop Pentium 4 or equivalent

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 IBA, Main Campus
 University of Karachi

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MUHAMMAD UMAR STAMP VENDOR

13 MAR 2019

Licence No 36 S.No. 3 City Courts Karachi

S.No. 6128

ISSUED TO

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VALUE (ATTACHED)

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ANWAR AHMED Advocate

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- m) Spiral Machine
- n) Normal & Heavy Duty Stapling Machine
- o) Scanner
- p) Lamination Machine

iv) Aman CED Block

- a) One Unit DI 450 Digital (Minolta) + Dialta or equivalent
- b) 10GB Hard Disk
- c) 10 Box A4 BLC 80GM or equivalent
- d) Book Binding Machine Stapler (Opal HD 128 S/17) or equivalent
- e) Tonner Bottle

b. City Campus

The service provider will have to setup or move its equipment for the said job to a different facility / location other than the once listed below within the same campus when required by IBA.

i) Academic Block (Main Shop)

- a) 04 units Minolta DI 850 or equivalent
- b) HD – color, printer 6122 HP or equivalent
- c) Laser Printer
- d) Computer Pentium 4 or equivalent
- e) Spiral Machine
- f) Normal & Heavy Duty Stapling Machine
- g) Scanner
- h) Lamination Machine

ii) Library City Campus

- a) 01 unit DI 450 Digital (Minolta) + Dialta or equivalent
- b) 10GB Hard Disk
- c) 10 Box A4 BLC 80GM or equivalent
- d) Book Binding Machine Stapler (Opal HD 128 S/17) or equivalent
- e) Tonner Bottle

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PHOTO STAT
IB A Main Campus
University of Karachi

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MUHAMMAD UMAR STAMP VENDOR

Licence No 36 City Courts Karachi

S.No. 0129

13 MAR 2019

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RUPEES ONE THOUSAND ONLY

- 1.9 **Prohibition:** Printing/transferring in any form of pornographic, obscene material and provocative religious article(s) is strictly prohibited. It will be responsibility of the Second Party not to oblige anyone who use prohibited item(s) & report to the Registrar without loss of time.
- 1.10 **Repair & Maintenance:** It will be the responsibility of Second Party to kept the machines, equipments and gadgets in excellent condition along with building / premises repair and maintenance.
- 1.11 **Use of Consumable:** All the consumables should be genuine.
- 1.12 **Permission:** That the FIRST PARTY will allow the SECOND PARTY, their authorized agents, officers, employees and workers access to the FIRST PARTY Photocopy Shops for the express purpose of inspecting, implementing and servicing of this agreement. The First Party will screen the authorized agents, officers, employees and workers of the Second Party.
- 1.13 **Rights:** The Second Party will employ its own people for the maintenance of the Photocopy Shops, machineries, equipment and market/sell/provide approved items & Photocopy Shops which shall remain owned and possessed by the First Party at all times. Notwithstanding anything contained in this Agreement, the Second Party shall at all times remain a service provider to the First Party and shall use the Photocopy Shops as a bare licensee and shall not acquire any rights in the land or property of the Photo Copier Shop or any other premises of the First Party.
- 1.14 **Sub-letting:** No sub-letting in any case & form will be acceptable.
- 1.15 **Disclosure of Confidential Script/Material:** All rights reserve with the IBA, Karachi and no information either in written/electronic media/copying form should be disseminated without the permission of the authority.
- 1.16 **Operational Day(s) & Time(s):** Generally the operations at Photocopy Shops should be carried on six days a week from 0800 hours to 2100 hours by the Second Party. However, First Party may ask to operate for extra day(s) & hour(s) at its sole discretion.
- 1.17 **Discourage Child Labor:** All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.18 **Environmental Friendly Procedure:** Service Provider must ensure Environmental Friendly procedure of printing and avoid the use of Toxic material.

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University of Karachi

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Article II
Remuneration:

2.1 **Charge(s):** 'The Second Party' will charge from student(s), IBA employee(s) & IBA populace the cost of item(s) according to the approved rates as vide Tender Documents BoQ of Main Campus and City Campus as appended below:

M/s M. Sohail Photostat						
Items	Main Campus			City Campus		
	Quantity per year (approx)	Rate (Rs)	Amount per year (Rs)	Quantity per year (approx)	Rate (Rs)	Amount per year (Rs)
Photocopy Charges						
<u>Powder Copy:</u>						
1. A4 Size	360000	1.25	450,000.00	540000	1.25	675,000.00
2. A3 Size	1200	4	4,800.00	1800	4	7,200.00
3. Legal	1200	3	3,600.00	1200	3	3,600.00
<u>Binding Charges:</u>						
4. Spiral Binding	450	30	13,500.00	600	30	18,000.00
5. Strip Binding	120	25	3,000.00	120	25	3,000.00
6. Tape (American) Binding	120	30	3,600.00	120	30	3,600.00
7. Ring Binding	120	40	4,800.00	120	40	4,800.00
<u>Lamination (Hard) Charges:</u>						
8. ID Card Size	600	8	4,800.00	1200	8	9,600.00
9. A-4 Size	120	20	2,400.00	120	20	2,400.00
10. A-3 Size	120	35	4,200.00	120	35	4,200.00
11. Legal Size	120	25	3,000.00	120	25	3,000.00
<u>Lamination (Soft) Charges:</u>						
12. ID Card Size	120	6	720.00	120	6	720.00
13. A-4 Size	120	15	1,800.00	120	15	1,800.00
14. A-3 Size	120	20	2,400.00	120	20	2,400.00
15. Legal Size	120	15	1,800.00	120	15	1,800.00
Total	Rs. 504,420.00			Rs. 741,120.00		
17% GST	Rs. 85,751.40			Rs. 125,990.40		
Total Amount	Rs. 590,171.40			Rs. 867,110.40		

2.2 **Quoted Rates:** are subject to input material price and as per request we would revision of quoted rate in case the prices of input material increase.

2.3 **Photocopy Shops' Employees' Remuneration:** The remuneration / wages / payment of Photocopy Shop's employee(s) hired by the Second Party will be its sole responsibility & paid by the Photocopy Shop Operator without prejudice of public interest(s). The First Party will not accept any liability about the Second Party's employee.

- 2.4 **Government Tax(es)/Levy(ies)/Charges:** It will be charges at actual as per SRO.
- 2.5 **Submission of Bill(s)/Invoice(s):** Invoice(s)/Bill(s)/Rent(s) should be submitted to the Finance Department of First Party.
- 2.6 **Exclusivity:** M/s Sohail Photostat will only undertake jobs of IBA. Otherwise, M/s Sohail Photostat will be penalized by blacklisting.

Article III

Termination and Arbitration:

- 3.1 **Termination:** Either party may terminate this agreement if either party defaults in the due punctual performance of the terms and conditions of this agreement. If there is a dispute by either party in interpretation of "default", it shall be referred to Manager Purchase, IBA & the Proprietor of M/s M. Sohail Photostat.
- 3.2 **Arbitration:** The parties expressly consent that all disputes shall be amicably settled between the parties, failing which such disputes shall be settled in accordance with the Arbitration Act, 1940 and the rules made thereunder. Arbitration shall, unless otherwise agreed by the parties, be conducted in Karachi. The Registrar, IBA will be the Arbitrator. Each party hereby agrees that any final arbitration decision shall be binding upon the parties.

Article IV

Indemnity:

- 4.1 The ' Photocopy Shops Operator ' in its individual capacity shall indemnify and keep the First Party and any person claiming through the First Party fully indemnified and harmless from and against all / any damage(s), cost(s) and expenses caused to or incurred by 'The Photocopy Shops Operator' as a result of any damage in the title of 'IBA' or any fault, neglect, misbehavior or / and quality of item(s) and payment(s) by 'The Photocopy Shops Operator' which disturbs or damage the reputation, quality or the standard of the services provided by 'The Photocopy Shops Operator' and any person claiming through the First Party.

Article V

Notice:

- 5.1 **Mode:** Any notice given under this agreement shall be sufficient if it is in writing and if sent by courier or registered mail. The Notice Period would by Fifteen Days.
- 5.2 **Terms & Conditions:** 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.
- 5.3 **Notice(s):** On receipt of any complaint from the First Party staff/students about the quality of listed item(s), general cleanliness, behavior/conduct of photocopy shops' staff, frequent complaint about service untidy and poorly dressed staff etc. the First Party will investigate the matter properly. If the complaint is found genuine a written notice will be served. If the complaint is not paid any heed even after the second notice, after a lapse of 30 days a third notice will be served and thereafter the contract would deemed to have been terminated, if appropriate remedial steps are not initiated within 24 Hours.
- 5.4 **Authority:** The First Party will have the authority to terminate the contract after third notice.

This agreement shall remain valid and effective for a period of ONE (01) year commencing from January 01, 2019. This agreement would be extended for such further periods and on such terms and conditions as the parties may mutually agree upon.

In witness whereof both the parties hereto have set their respective hand to this agreement w.e.f. March 19, 2019.....at Karachi on the date as mentioned above.

M. SOHAIL
PHOTOSTAT
IBA Main Campus
University of Karachi

[Signature]

[Signature]

Aamer Shahbbir
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan

"IBA"
NAME: Aamer Shahbbir Khan

CNIC # _____

Address: _____

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

WITNESS:

1. _____


M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____



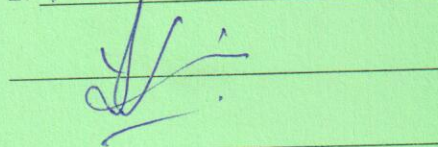
M/s Sohail Photostate
NAME: Muhammad Yameen

CNIC # 42301-4056160-1

Address: _____

Address: L-115, Haji Limon Goth
Gulshan, Karachi

2. Muhammad Yameen



CNIC # 42301-7758319-5

Address: _____

M. SOHAIL
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I B A. Main Campus
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