



## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day Aug 19, 2015

### **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 HYDER PRINTERS.**, having its office at **5-C, 5/22, Nazimabad, Karachi-74600**, hereinafter referred to as "THE PRINTERS" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor **Mr. ABDUL HAMEED BUTT**, holding CNIC No. **42101-8696685-3** on the **SECOND PART**.

**WHEREAS** "IBA" intends to obtain printing services of Brown Folder, Student Handbook & Plagiarism Policy on exclusive basis with the work of Designing, Composing & Printing as per conceptual specimen (IBA requirement) discussions in

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

**WITNESSETH**

"IBA" hereby offer to appoint "THE PRINTERS" as their official Printers for the specific purpose of "Printing Work" work of Designing, Composing & Printing discussions in respect of the same with "IBA" before the determination of Scope of Work & Preliminary Layout, Formatting, Layout, Dummy making, Preparing Printing material to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for printing. "THE PRINTERS" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

**Article I:**  
**DUTIES & SCOPE OF WORK & AGREEMENT**

1.1 This Agreement includes, the "Brown Folder, Student Handbook & Plagiarism Policy", discussions with "IBA" before the designing, composing & printing of Brown Folder, Student Handbook & Plagiarism Policy to "IBA". The description/BoQ is appended below:

S.#	Specification	Qty
1	<b>Brown Folder</b>  Size : 13 ½ x 10" Spine 1" back Front Size : Plastic Pocket (4" x 2.5") Inner Side : Paper & Pen plastic pocket (11"x5") Material : Rexene cum plastic Printing : IBA logo on Front (single color) Clip : Lever Clip Good Quality (As Per Sample)	1300 folders
2	<b>Student Hand Book 2015-16</b>  Size : 5.5" x 8.0" (closed size) Title : 260gsm Matt Finish Card Title Printing : 04 + 04 color printing Inner Pages : 92 pages (approx) Grammage : 75gsm offset Pages printing : 01+ 01 color printing Binding : 3 pin binding with crease on both sides Packing : 50 handbook in each packet	1300 books
3	<b>Plagiarism Policy</b>  Size : 5" x 7.25" (closed size) Title : 260gsm Matt finish Card with Lamination Title Pages : 02 Pages with 03 color printing Inner Pages : 100gsm offset, Indonesia, Qty Inner Pages : 24 pages (approx) with single color printing Binding : 2 pin binding with crease on both sides Packing : 50 Booklets in each packet	1400 books

1.2 This Agreement includes, the "printing work", Work of Designing, Composing &



- 1.3 "THE PRINTERS" agrees to provide any/all kind of designing, composing and printing services to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.4 "THE PRINTERS" will coordinate their work with Manager Purchase & Stores, of the "IBA" who will assist "THE PRINTERS" in supervision of proposed printing work.
- 1.5 "THE PRINTER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.6 "THE PRINTER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.7 All logistic charges will be borne by "THE PRINTER".

## Article II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE PRINTERS" will discuss with "IBA" before the determination of scope of work & Preliminary layout. Further provide the services of Designing, Composing, Printing, Formatting layout, Dummy Making, Preparing Printing material to illustrate the schematic design & idea to suitable scale with any/all other relevant details for presentation to "IBA".
- 2.2 "THE PRINTERS" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of Printing Work in accordance with the Description & Specification.
- 2.3 "THE PRINTERS" hereby agree and acknowledge the acceptance of attending the meetings with the Manager Purchase & Stores "IBA" as & when required.
- 2.4 "THE PRINTER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.5 Minimum 15 (Fifteen) working days after Final Proof Read will be required to deliver the Brown Folder, Student Handbook & Plagiarism Policy at the PRINTER'S expense.
- 2.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.7 Printer must adopt Environmental Friendly procedure and avoid the use of Toxic material used in printing works.

## Article III REMUNERATION

- 2.1 The cost offered by the Printer is Rs. 315,323.19 (inclusive of all taxes) Designing,

15 days subject to signed proof read material handed over to the printer by IBA before the starting date mentioned on the Work Order. Work will be deemed completed in finished form as per specification and "THE PRINTER" have to deliver the required number of Brown Folder, Student Handbook & Plagiarism Policy 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 Work Order will be provided by the party.
- 3.5 Stamp Duty @ 0.2% of the cost of transaction / work order will be deposited in Government treasury by the PRINTER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Any addition/reduction in page(s) quantity will be based on approved per page rate Rs. 0.641 exclusive of GST for Student Handbook & Rs. 0.22 exclusive of GST for Plagiarism Policy should be charged.
- 3.7 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by PRINTER 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 CEO 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 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

#### **Article VI:** **INDEMNITY**

- 6.1 "THE PRINTERS" 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 PRINTERS", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE PRINTERS" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.



**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 Hyder Printers 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 Hyder Printers 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 Not with standing any right and remedies exercised by the IBA in this regard, M/s Hyder Printers 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 Hyder Printers 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 in the contents as required by the contractor on proof reading or in course of the work in progress which entail extra time & labor and material on part of the printing, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After PROOF READING 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 vet the cost with authentic stamp and signature.
- 9.3 Copyright of each item shall be reserved with the "IBA".
- 9.4 The terms and conditions of the AGREEMENT have been read over to the

9.6 All terms and conditions of tender vide # PS/01/15-16 will be the integral part of this agreement and can't be revoked.

IN WITNESS WHERE OF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

  
"IBA"

NAME: Adnan Hameed

CNIC # \_\_\_\_\_

Address:

Registrar (officiating), Institute of Business

Administration Main Campus

University Road, Karachi

  
HYDER PRINTERS

NAME: ABDUL HAMEED BUTT

CNIC # 42101-8696685-3

Address:

5 C 5/22 NAZIMABAD

Karachi-74600

WITNESS:

1.   
\_\_\_\_\_

**M. SOHAIL KHAN**

Manager Purchase & Stores


Institute of Business Administration

Karachi-Pakistan

CNIC # \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

2.   
\_\_\_\_\_

  
CNIC # 42101-7247410-3

Address: SD- 10/9 Nazimabad

NO: 5 Karachi.

