

**M. MUDASSER STAMP VENDOR**  
 Licence No. 61, Seat No. 3, Shop No. 25,  
 Hussein Square, Block "N" N. Nazimabad, Karachi.  
 S. NO: 6901  
 DATE: 22 AUG 2024

**MUHAMMAD HASAN**  
 Advocate

Stamp Office, City Court  
 Karachi  
 22 AUG 2024

**AGREEMENT**

**Provide and Supply Customized Souvenir Items**

THIS AGREEMENT is executed at KARACHI, on this day August 12, 2024

**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. Creative Arts, having its office at R-161, Sector 9, North Karachi, 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 M. Hashim Raza holding CNIC No. 42101-7117-201-3 on the SECOND PART.

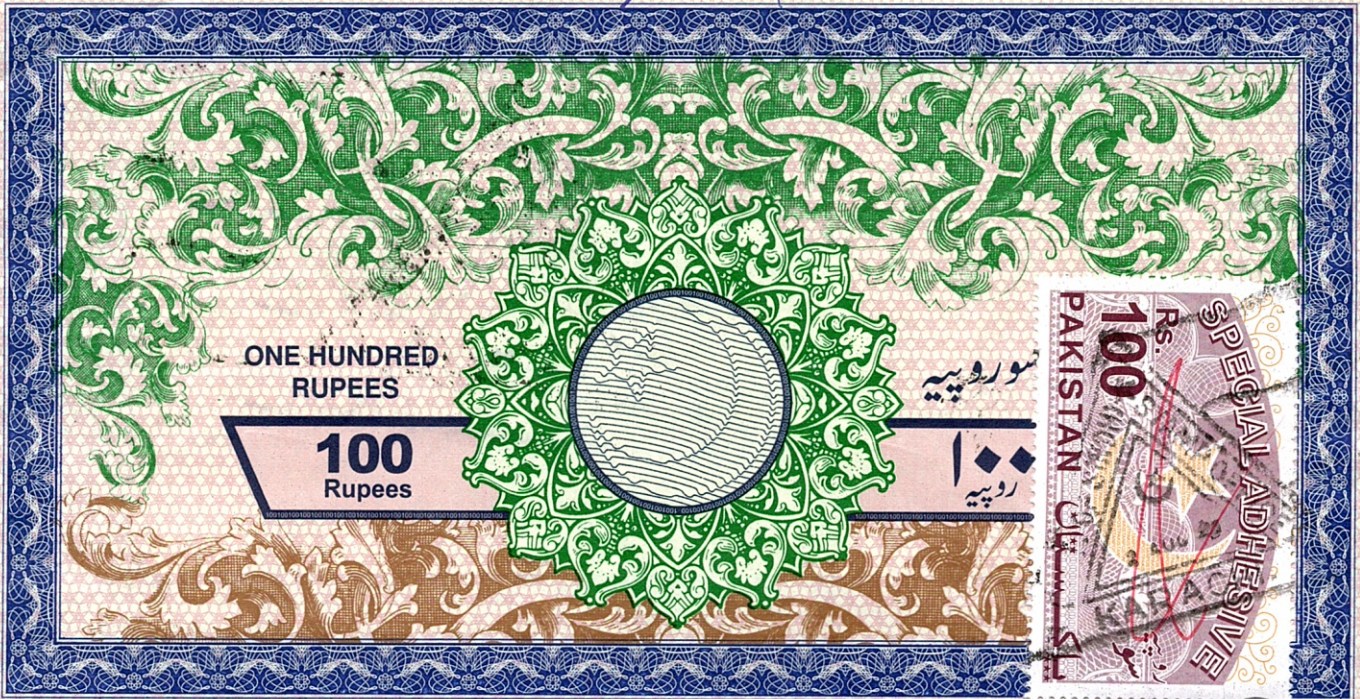
**WHEREAS** IBA intends to obtain a Supply of Customized Souvenir Items vide tender # ES/04/23-24 up to the entire satisfaction and handing over the material(s) to the IBA having accepted the offer in a finished form complete in all respect.

**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 "Provide and Supply Customized Souvenir Items" vide tender # ES/04/23-24. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms and conditions herein below.





**N. MUDASSER STAMP VENDOR**

Licence No. 61, Seat No. 3, Shop No. 25,

Hussain Square, Block "N" N. Nazimabad, Karachi.

S. NO:

6802

DATE: 22 AUG 2024

**MUHAMMAD LYAS**  
Advocate

ISSUED TO WITH ADDRESS.....  
THROUGH WITH ADDRESS.....  
PURPOSE.....  
NOT FOR USED BANK GUARANTY/WILL/CIVIL/CRIME  
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

Stamp Office, City Court  
Karachi

22 AUG 2024

**Article I:**  
**SCOPE OF SUPPLY**

- 1.1 THE SUPPLIER agrees to provide and supply Customized Souvenir 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 Provide and Supply of Customized Souvenir 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 August 15, 2024.
- 1.6 THE SUPPLIER bound that all defective items shall be replaced with the new and same brand/required quality.
- 1.7 Any material that becomes faulty will be replaced by THE SUPPLIER.

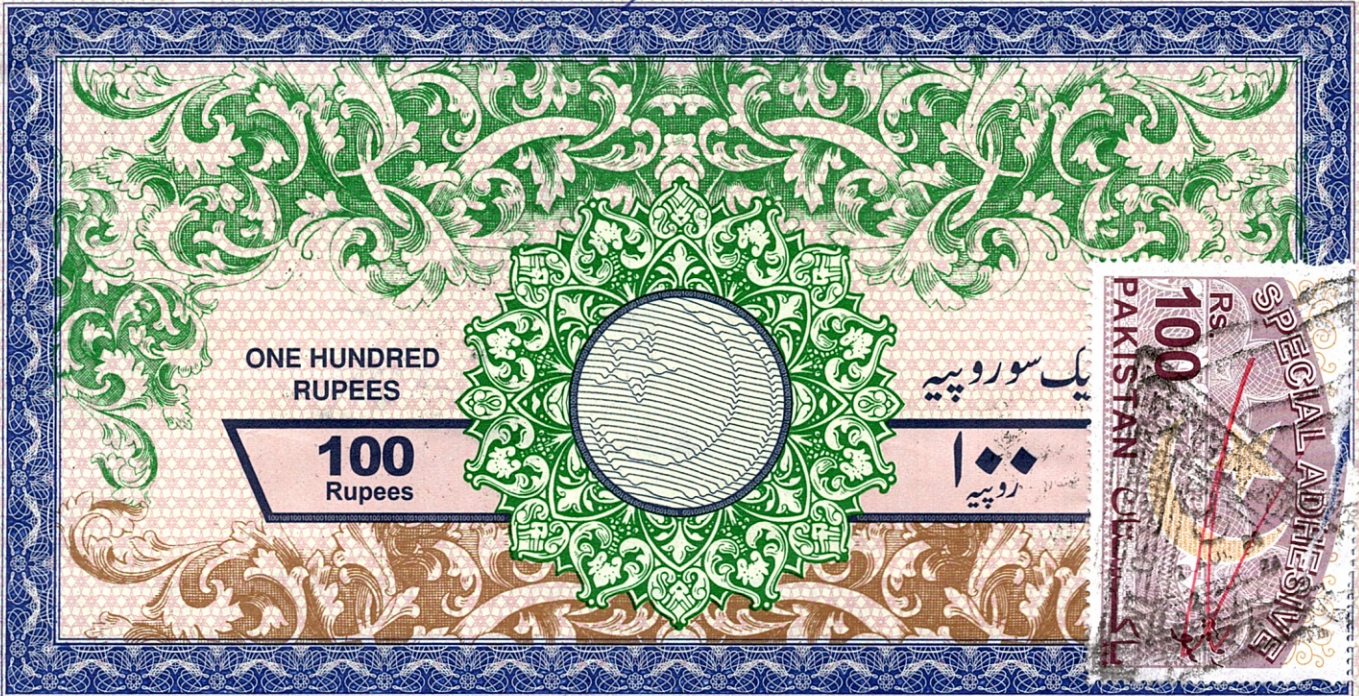
**Article II**  
**PAYMENT**

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

**Article III**  
**WARRANTY**

- 3.1 Comprehensive onsite warranty. Physical Inspection at THE SUPPLIER site be carried out, where required.





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MUHAMMAD ILYAS

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Advocate

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ISSUED TO WITH ADDRESS  
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PURPOSE  
VENDOR NOT RESPONSIBLE FOR ANY TAXES/DOCUMENTATION

Stamp Office, City Court  
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#### Article IV REMUNERATION

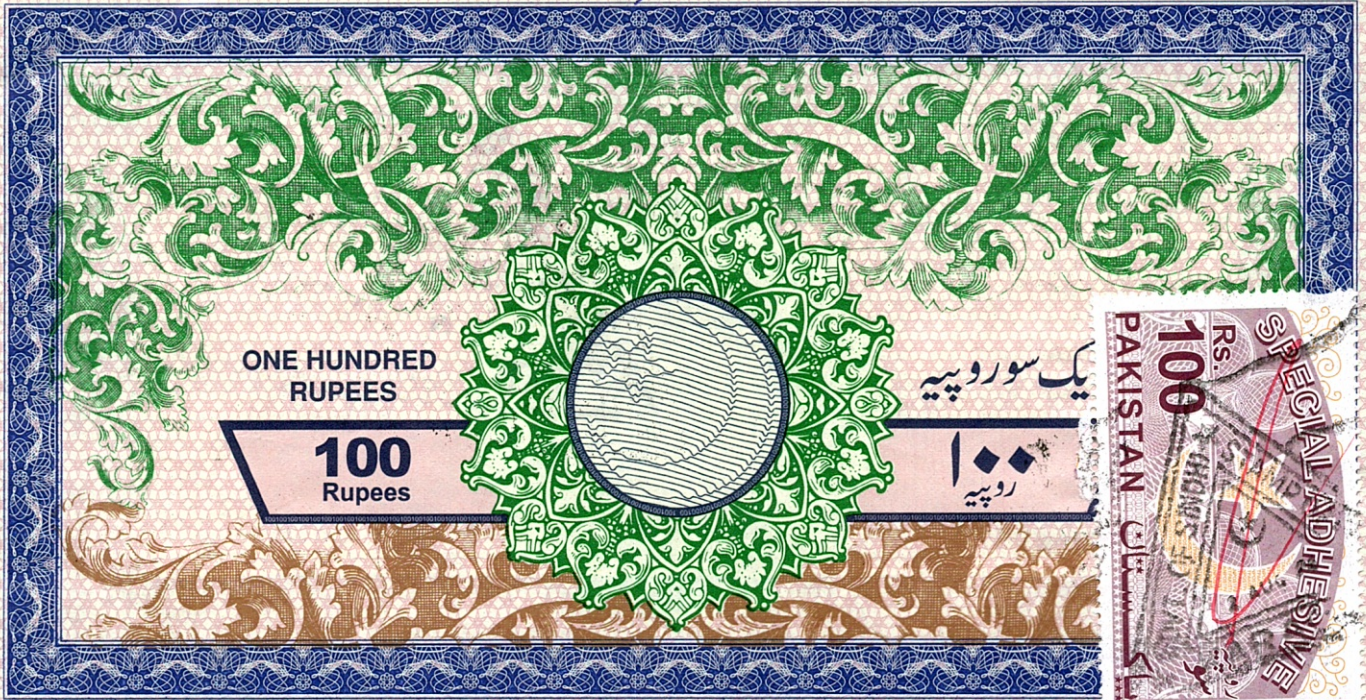
- 4.1 The cost offered by THESUPPLIER is Rs. 563,844/- (inclusive of all taxes) to Provide and Supply Customized Souvenir Items vide tender # ES/04/23-24 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/customs duties etc. Details of items are appended below:

Sr. #	Description	Qty	Rate	Amount
1.	<b>Metallic Ball Pen</b> Color: Blue 0.8 mm Tip, With Stylus Matt Color, Logo/text engraved	1400 units	87.76	122,866.80
2.	<b>Notebook</b> Size: A5, Leaves: 100 leaves Page: 70 gsm offset Title Cover: 260 gsm Artcard Title Printing: 4 color Back Card: 260 gsm art card Pages Printing: 1+1 Color with rule lines Space between ruling line: 1 cm Header Line: Double bold on regular Binding: Wire Spiral on side	1400 units	180.41	252,569.48
3.	<b>Stationery Pouch</b> Zipper IBA Logo Digital Printing	1400 Units	73.14	102,401.60
<b>Total</b>				<b>477,837.88</b>
<b>18% GST (if applicable)</b>				<b>86,010.82</b>
<b>Grand Total</b>				<b>563,844.00</b>

- 4.2 Liquidity damages at the rate of 2% per month up to 10%, of the total agreed-on as per the Purchase Order, of the total cost, will be imposed in case of delayed delivery or substandard material. Delivery will be deemed completed in finished form as per specification and THE SUPPLIER has to deliver the required amount of material to IBA.



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S. NO: 6904

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**MUHAMMAD ILYAS**  
Advocate

ISSUED TO WITH ADDRESS.....  
THROUGH WITH ADDRESS.....  
PURPOSE..... **ATTESTED**  
**NOT FOR USED BANK GUARANTY/INVOICE**  
**VENDOR NOT RESPONSIBLE ANY FURTHER DOCUMENTATION**

Stamp Office, City Court  
Karachi  
22 AUG 2024

- 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.

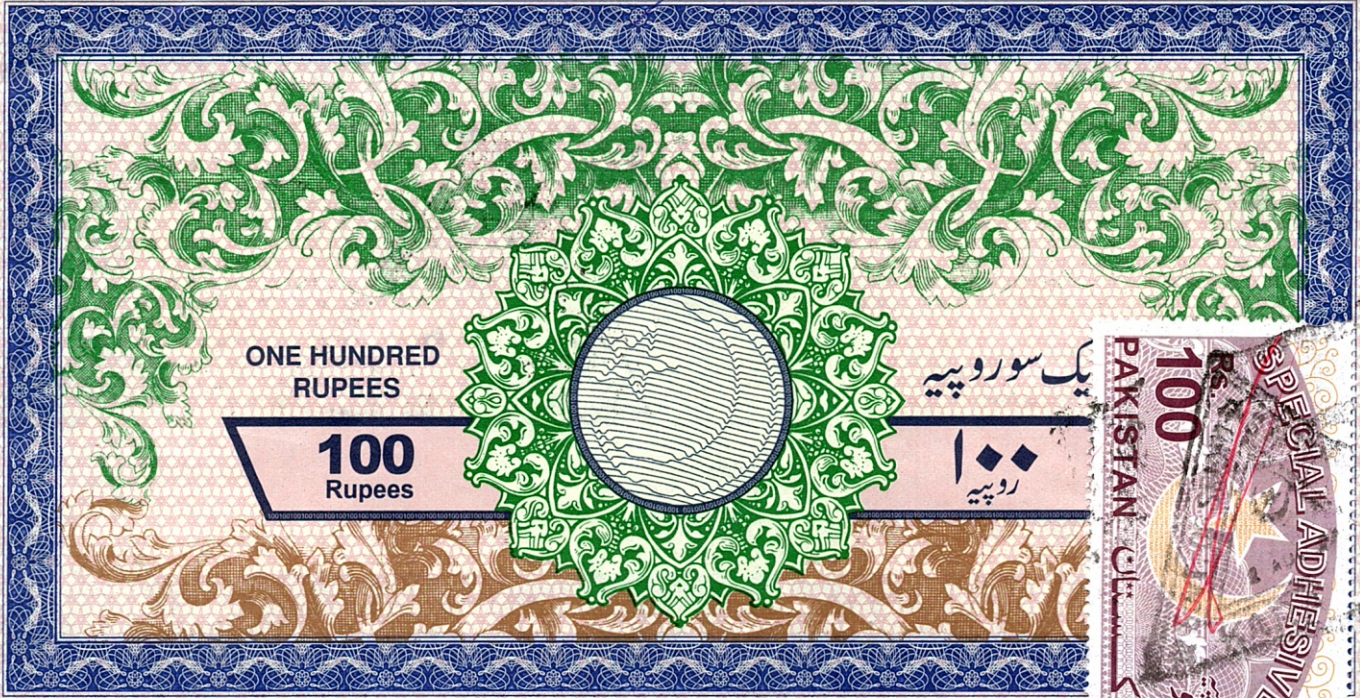
**Article VI**  
**TERMINATION**

- 6.1 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 VII**  
**INDEMNITY**

- 7.1 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





**M. MUDASSER STAMP VENDOR**

Licence No. 61, Seat No. 3, Shop No. 25,  
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S. NO: 6905

**MUHAMMAD ILYAS**

DATE: 22 AUG 2024

Advocate

Stamp Office, City Court,  
Karachi

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ISSUED TO WITH ADDRESS.....  
THROUGH WITH ADDRESS.....  
PURPOSE..... ATTESTED  
NOT FOR USED BANK GUARANTEE/LLIQUIDANCE  
VENDOR NOT RESPONSIBLE ANY CASE DOCUMENTATION

reputation, quality or the standard of services provided by IBA and any person claiming through the IBA.

#### 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:

##### SEVERABILITY

- 9.1 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 X

##### INTEGRITY PACT

- 10.1 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).
- 10.2 Without limiting the generality of the forgoing the M/s Creative Arts 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.
- 10.3 M/s Creative Arts 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





**M. MUDASSER STAMP VENDOR**

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Hussain Square, Block "N" N. Nazimabad, Karachi.

S. NO:

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ISSUED TO WITH ADDRESS.....  
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**Muhammad Aif  
Attocate**

Stamp Office, City Court  
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agrees that any contract/order obtained the 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.

- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/creative Arts 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 Creative Arts, as aforesaid to obtain or induce procurement/work/service or other obligation or benefit in whatsoever from the IBA.

#### Article XI **MISCELLANEOUS**

- 11.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.
- 11.2 The validity of the contract will be effective from the date of issue of the LoA.
- 11.3 All terms and conditions of tender vide # ES/04/23-24 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.



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**MUSSEER STAMP VENDOR**

Licence No. 61, Seat No. 3, Shop No. 25,

Hussain Square, Block "N" II, Nazimabad, Karachi.

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PURPOSE.....  
NOT FOR USED BANK GUARANTEE WITH FORCE  
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

**ATTESTED**  
**Muhammad Asif Ilyas**  
Advocate

Stamp Office, City Court,  
Karachi

13 AUG 2024

IBA, Karachi

Dr. Muhammad Asad Ilyas

Registrar

CNIC # 42301-167722-9

Address: **Muhammad Asad Ilyas**  
Registrar  
former Chairperson Accounting & Law Department  
Institute of Business Administration (IBA),  
Karachi, Pakistan  
Main Campus, University Road, Karachi

M/s. Creative Arts

(Name) HASHIM RAZA

(Designation)

CNIC # 42101-717-2013

Address:

R-161, Sector 9, North Karachi, 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. Creative Arts

(Name) Nasir Jameel

(Designation)

CNIC # 42201-0242315-5

Address:

R-161, Sector 9, North Karachi, Karachi

Focal Person IBA \_\_\_\_\_