



AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day August 22, 2016.

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 CEIF Ceramic Mugs on exclusive basis with the work of Printing as per conceptual specimen (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" or as "Ceramic Mugs" and "THE PRINTERS" have offered to render all kind of printing services (including but not limited to the "Ceramic Mugs" of the proposed printing work

WITNESSETH

"IBA" hereby offer to appoint "THE PRINTERS" as their official Printers for the specific purpose of "Ceramic Mugs" work of 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 "Ceramic Mugs", discussions 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".
- 1.2 "THE PRINTERS" agrees to provide any/all kind of printing services to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE PRINTERS" will coordinate their work with Manager Purchase & Stores, of the "IBA" who will assist "THE PRINTERS" in supervision of proposed printing work.
- 1.4 "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.
- 1.5 "THE PRINTER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.6 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 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.

- 2.6 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**

- 3.1 The cost offered by the Printer is Rs. 99,596.25 (inclusive of all taxes) Printing & Supply of Ceramic Mugs but limited to in tender vide # PS/11/15-16 variation may occurred.
- 3.2 A Liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Penalty will be imposed after 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 CEIF Ceramic Mugs 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 @ 0.35% 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 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

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 VII:
NOTICE

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

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 Notwithstanding 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.

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 parties which they admit to be correct and abide by the same.

9.5 The validity of the contract will be effective from the date of issue of Work Order.

9.6 All terms and conditions of tender vide # PS/11/15-16 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"


JAMI MOIZ
REGISTRAR
Institute of Business Administration
Karachi, Pakistan

NAME: Jami Moiz

CNIC # _____

Address:

Registrar, 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: _____


HYDER PRINTERS

NAME: ABDUL HAMEED BUTT

CNIC # 42101-8696685-3

Address:

5 C 5/22 NAZIMABAD

Karachi-74600

2. 

CNIC # 42101-7127476-3

Address: SD-10/8 Nazimabad

5.