28-3-16

28 MAR 2016

AGREEMENT

THIS AGREMENT is executed at KARACHI, on this day March 25, 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 printing services of IBA Program Announcement on exclusive basis with the work of Designing, Composing & 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 "Printing Work" and "THE PRINTERS" have offered to render all kind of designing, composing & printing services (including but not limited to the "Printing Work" of the proposed printing work up to the

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 "printing work", Work of Designing, Composing & Printing 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 designing, composing and 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 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

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 20 (Twenty) working days after Final Proof Read will be required to deliver the Program Announcement 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

3.1 The cost offered by the Printer is Rs. 894,523.50 (inclusive of all taxes) Designing, Composing & Printing of IBA Program Announcement but limited to in tender vide # PS/06/15-16 variation may occurred.

3.2 A Penalty @ 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 20 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 Program Announcement 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 Any addition/reduction in page(s) quantity will be based on approved per page rate Rs. 1.8877 exclusive of GST 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.

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 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, contact, 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

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 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/06/15-16 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"	HYDER PRINTERS
NAME: Capt. (Retd.) Ahmed Zaheer PN	NAME: ABDUL HAMEED BUTT
CNIC # _____	CNIC # 42101-8696685-3
Address:	Address:
Registrar, Institute of Business	5 C 5/22 NAZIMABAD
Administration Main Campus	Karachi-74600
University Road, Karachi	

WITNESS:

1. _____

M. SOHAIL KHAN

2. Jafar Ismail