

TAMP OFFICE CITY CO
 Issued to [Signature]
 CNIC/LEG No. 26 DT 11-5-22
 Vide D.S.R No. 256 DT 11-5-22
 On behalf of Chaitan No. 26
 for the purpose of [Signature]
 Entry No. 26 Dt 11-5-22

11 MAY 2022

Rs. Two Thousand Only

11 MAY 2022
 Officer

AGREEMENT

Provision of Souvenirs for Convocation

THIS AGREEMENT is executed at KARACHI, on this April 08 day of May, 2022.**BETWEEN**

M/s Institute of Business Administration, 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 Steller Enterprises, having its office at House # 2-4, St # 5, Survey 88, Golden Town, Raf-e-Aam, Faisal Drigh Road, Cantt, Karachi, Malir Town, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Zeeshan Hameed, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain supplies vide tender # MISC/06/21-22 "Souvenirs for Convocation" up to the entire satisfaction & handing over of the material(s) to the "IBA" who has accepted the offer in a finished form complete in all respect.

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

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Provision of Souvenir for Convocation" discussions in respect of the same with "IBA" before the determination of Scope of Provision of Souvenir for Convocation. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.



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11 MAY 2022
 Ex Officio Vendor

Article IDUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Provision of Souvenir for Convocation", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Provision of Souvenir for Convocation to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their work with Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provision of Souvenir for Convocation.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".

Article IISCOPE OF PROFESSIONAL SUPPLIES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provision of Souvenir for Convocation in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agrees and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.



STAMP
 Issued to Amir Adh Bm
 CNIC/LEG No. 4287-0261422
 Vide D.S.R. No. 26 11-522
 On behalf of Challan No. 256 DT: 11-522
 For the purpose of 26
 Entry No. 26 11-522

11 MAY 2022

Rs. One Thousand Only


2.3 Delivery on or before May 25, 2022.

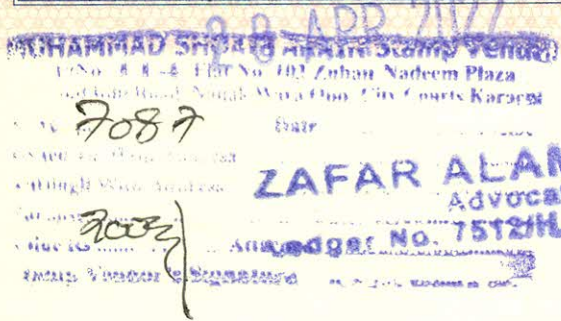
2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.

2.5 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) whatsoever required to complete the procurement at the cost/charges amount offered in the tender vide # MISC/06/21-22.



Article III REMUNERATION

3.1 The cost offered by the Supplier is Rs.1,477,125.00 (inclusive of all taxes) Provision of Souvenir for Convocation vide tender # MISC/06/21-22 variation may occur. The cost is inclusive of labor / transportation / supplies / etc. Details of items are appended below.

S.#	Specification	Qty	Rate	Amount
1	IBA Branded Leather Keychain Material: Genuine Leather Metal Type: High Quality Zinc Alloy Shape/Pattern: Rectangular Size: 2.5x1.25inch Printing: Embossed IBA Logo both Side Stitching: High Quality stitching all around Color: Black /Brown 	750	Rs. 150.00	Rs. 112,500.00



RUPEES TWO HUNDRED

4	Lapel Pin/Coat Pin Size: 1.75x1.75cm Shape: Square Shape with Butterfly Clutch at back Material: Brass Metal with Printing: IBA Logo Itching (As per approved Sample) 	750	Rs. 100.00	Rs. 75,000.00
5	Souvenir Box Box Material: Cardboard with Matt Finishing Magnetic Lock both side with black Door (with Die Cutting) Foam Insert: for wallet, Pen, Lapel Pin & Keychain (Customized Shape with Opening Curve) Special: Velvet Fabric inside box (as per theme selected) Printing: Customized design theme printing on Box 	850	Rs. 400.00	Rs. 340,000.00
Total			Rs.	1,262,500.00
17% GST			Rs.	214,625.00
Total Amount			Rs.	1,477,125.00

3.2 A liquidity damages @ 2% per day, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Purchase will be deemed completed in finished form as per specification.

3.3 Payment will be made after delivery and submission of invoice.

3.4 Part payment against the delivery of any of the above category (mentioned in Sr. 3.1) shall be acceptable subject to entire satisfaction by the IBA.

3.5 Performance Security 5% of total amount of Purchase Order will be provided by the party.

3.6 Stamp Duty @ 0.35% of the cost of transaction / work order will be paid the SUPPLIER by affixing treasury stamps of equivalent value.

- 8.3 M/s Steller Enterprises, 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 Steller Enterprises, 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 Steller Enterprises, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

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 & enforced to the fullest extent permitted by prevailing law.

Article XI
FORCE MAJURE

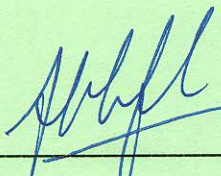
- 10.1 THE SUPPLIER shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of THE SUPPLIER and which could not have been foreseen, prevented, or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article XI
MISCELLANEOUS


- 11.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 11.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 11.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be corrected and abide by the same.
- 11.4 The validity of the contract will be effective from the date of issue of Purchase Order.

11.5 All terms and conditions of tender vide # MISC/06/21-22 will be an integral part of this agreement and can't be revoked.

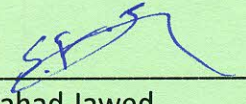
IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.


Dr. Mohammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

For "IBA"
NAME: Dr. Muhammad Asad Ilyas
CNIC # 42301-4497722-9
Address:
Registrar, Institute of Business
Administration Main Campus
University Enclave, Karachi

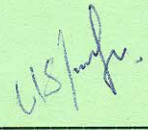

M/s Steller Enterprises
NAME: Zeeshan Hameed
CNIC # 42501-9226127-1
Address:
House # 2-4, St # 5, Survey 88, Golden
Town, Raf-e-Aam, Faisal Drige Road,
Cantt, Karachi, Malir Town.

WITNESS:

1. 
Syed Fahad Jawed
CNIC # 42201-9125136-3
Address:
Institute of Business
Administration Main Campus
University Enclave, Karachi

Focal Person IBA

Mr. Muhammad Ather Rana

2. 
M/s Steller Enterprises
CNIC # 42501-6242495-9
Address: