



FOUNUS KHAN STAMP VENDOR
No. 8, Seat No. 8, C.C. Compound, District East, Karachi

09 AUG 2017

RUPEES ONLY

S.No. 2390 Dated. _____

Issued to with order _____

Through with Address _____

Purposed _____ Attached _____

Valued Rs. _____

Stamp Vendor Sign _____

M. A. MALIK
ADVOCATE

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day August 15, 2017

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 CREATIVE ARTS, having its office at R-161, Sector 9, North Karachi, 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. Muhammad Hashim Raza, holding CNIC No. 42101-7117201-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain brown folder on exclusive basis with the work 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 "Brown Folder" and "THE PRINTERS" have offered to render all kind of printing services (including but not



MOUNUS KHAN STAMP VENDOR
 No. 8, Seat No. E-7, C-1, Ground, District East, Karachi

09 AUG 2017

RUPEES TWO HUNDRED ONLY

S.No. 2899 Dated _____
 Issued to with order _____
 Through with Address M. A. MALIK
 Purposed _____ Attached ADVOCATE
 Valued Rs. _____
 Stamp Vender Sign [Signature]

Page No. 2

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 “Brown Folder” 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”, discussions with “IBA”. The description/BoQ is appended below:

S.#	Specification	Qty	Rate	Amount
1	Brown Folder 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)	1500 folders	120.00	180,000.00



YOUNUS KHAN STAMP VENDOR 09 AUG 2017

Plot No. 8, Beat No. 6, T.C. Compound, District East, Karachi

Sl. No. 2400 Dated _____
Issued to with order M. A. MALIK
Through with Address ADVOCATE
Purpose _____ Attached _____
Value Rs. _____
Stamp Vendor's Sign: [Signature]

Page No. 3

- 1.2 This Agreement includes, the "Brown Folder", 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".
- 1.3 "THE PRINTERS" agrees to provide any/all kind of printing items 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 Sr. 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 Brown Folder to illustrate the



MUHAMMAD SHAHID STAMP VENDOR
Licence No. 127, A/10, 66, Habib Bank Chowrang, S.I.T.E Karachi
S.No. 2693 Date 09 AUG 2017
Issued To With Address A. Q. B. IMRAN
Through With Address B.A.L.L.B. Advocate
Purpose
Values Rupees (Attested)
Stamp Vendor's Signature
This Stamp Paper is not valid for Cheque and Pass Book purposes.

RUPEES ONE HUNDRED ONLY
(RUPEES ONE HUNDRED ONLY)

Page No. 4

- 2.2 "THE PRINTERS" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of Brown Folder in accordance with the Description & Specification.
- 2.3 "THE PRINTERS" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. 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 10 (Ten) working days after Final Proof Read will be required to deliver the Brown Folder 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. 210,600.00 (inclusive of all taxes) for Brown Folder but limited to in tender vide # PS/01/17-18 variation may occurred.



FOUNUS KHAN STAMP VENDOR

(RUPEES FIFTY ONLY)

Plot & Seat No. E.C.E. Compound, District East, Karachi

No. 2576 dated 28 JUL 2017

Issued to with order

Through with Address

Purposed

valued Rs.

Stamp Vendor Sign

Page No. 5

- 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 or quality issue. 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 Brown Folders 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 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 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.
- 8.3 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 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 Creative Arts 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

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/01/17-18 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"
 NAME: Aamer Shabbir Khan
 CNIC # _____

Aamer Shabbir Khan
 Commander (Retd)
 General Manager Administration
 Institute of Business Administration (IBA),
 Karachi, Pakistan



 M/s Creative Arts
 NAME: M. Hashim Raza
 CNIC # 42101-7117201-3

Address:
G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi

Address:
R-161, Sector 9,
North Karachi

WITNESS:
 1. 
M. SOHAIL KHAN
 Manager Purchase & Stores
 Institute of Business Administration
 Karachi-Pakistan
 CNIC # _____

Address: _____

2. 
MOHAMMAD-RAIS-ULLAH
HASQUE
 CNIC # 42101-5998640-1

Address: 1-E-1/6
NAZIMABAD No. I