

NBP-0287-2307240002726532

GoS-KHI-067F82DEF53F0C09

**Non-Judicial****Rs 1,679/-**

Description : Contract - 15(a)  
 Principal : M/S INSTITUTE OF BUSINESS ADMINISTRATION [00000000]  
 Contractor : MADINA BOOK BINDING HOUSE [28739469]  
 Applicant : SHABIH AHMED [42201-3798582-3]  
 Stamp Duty Paid by : MADINA BOOK BINDING HOUSE [28739469]  
 Issue Date : 24-Jul-2023, 11:44:31 AM  
 Paid Through Challan : 2023F39BFE33AF47  
 Amount in Words : One Thousand Six Hundred and Seventy Nine Rupees Only



Please Write Below This Line

**AGREEMENT****Binding of Books, Journals and Periodicals**

THIS AGREEMENT is executed at KARACHI, on this day July 12, 2023.

**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 Madina Book Binding House**, having its office at **House No. D-23/A, Plot No. 14, P.I.B. Colony Karachi**, hereinafter referred to as "THE BINDERS" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor **Mr. Shabih Ahmed**, holding CNIC No. 42201-3798582-3 on the **SECOND PART**.







**WHEREAS** "IBA" intends to obtain services vide tender # PS/03/22-23 "*Binding of Library Books, Journals and Periodicals*" up to the entire satisfaction 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 BINDERS" as their official for the specific purpose of "Binding of Books, Journals and Periodicals" discussions in respect of the same with "IBA" before the determination of Scope of Binding of Books, Journals and Periodicals. "THE BINDERS" 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 "THE BINDERS" agrees to provide any/all kind of Binding of Books, Journals and Periodicals to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement and according to the specifications.
- 1.2 "THE BINDERS" will coordinate their work with Head of Procurement, of the "IBA" who will assist "THE BINDERS" in supervision of proposed Binding of Books, Journals and Periodicals.
- 1.3 No sub-letting in any case and form will be acceptable. However, except procurement of mattress(s), raw material(s).
- 1.4 "THE BINDERS" hereby agrees to accept variation, if occurred, in scope of professional services with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE BINDERS" will visit the Procurement Department located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by "THE BINDERS".

**Article II**  
**SCOPE OF PROFESSIONAL SERVICES**

- 2.1 "THE BINDERS" hereby agree and acknowledge to check the execution of *Binding of Books, Journals and Periodicals* in accordance with the Description & Specification.
- 2.2 "THE BINDERS" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Completion of time on or before June 30, 2024.
- 2.4 Minimum 10 (Ten) working days after getting Books, Journals & Periodicals etc from Library for Binding & Printings Jobs will be required to deliver the Materials on Volume basis at the BINDER'S expense.
- 2.5 It would be the responsibility of THE BINDERS to Binding of Books, Journals and Periodicals as prescribed in BoQ.





- 2.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.7 It would be the responsibility of binder to provide Health & Accidental coverage insurance(s) coverage to its employees. IBA, Karachi would not be responsible for any health or accidental issue(s) in any case.
- 2.8 Binder must adopt Environmental Friendly procedure and avoid the use of Toxic material used in binding & printing jobs.

### **Article III REMUNERATION**

- 3.1 The cost offered by THE BINDERS is Rs. 849.00 (exclusive of SST) per book, journals and periodicals vide tender # PS/03/22-23 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc.

S. #	Items
1	<p>Binding of library books, journals and periodicals</p> <p>As per given specimen</p> <p>Material: Full Foamy Rexine Binding: Hard Cover Gutta: 40 ounce</p> <p>Extra Paper: Two Sides glossy paper 115gsm</p> <p>Stitch: Enfoldment &amp; Juzbandi</p> <p>Printing : Embossed Gold Printing on Spine</p> <p>Color : Multiple color</p> <p>Spine : Maximum 2.5 inch spine for binding</p> <p>Others : Rough / Texture surface</p>



- 3.2 A liquidity damages 2% of the total amount will be imposed per month for which the company/firm/agency failed to deliver within the delivery/execution period and maximum upto 10%. Purchase will be deemed completed in finished form as per specification and "THE BINDERS" have to deliver the required number of Binding of library books, journals and periodicals to IBA.
- 3.3 Part payment against the delivery of any of the above category shall be acceptable subject to entire satisfaction by the IBA.
- 3.4 Performance Security 5% of total amount of Purchase 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 BINDERS. 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 SUPPLIER as per SRO/Notification.
- 3.7 IBA will not pay any charges(s) regarding cartage / carriage / transportation / food / wages / accidental etc.



- 3.8 Food/lunch/tea/dinner is THE BINDERS'S responsibility. However, access of drinking water can be used at IBA premises only at the time of delivery & fixing of goods.

**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 BINDERS" 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 BINDERS", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE BINDERS" 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**  
**FORCE MAJEURE**

- 8.1 THE BINDERS 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 BINDERS 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 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 X**  
**INTEGRITY PACT**

- 10.1 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).

10.2 Without limiting the generality of the forgoing the M/s Madina Book Binding House 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 Madina Book Binding House 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.

10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Madina Book Binding House 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 Madina Book Binding House as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

#### Article XI RENEWAL

11.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and the SERVICE PROVIDER agree so.

#### Article XII MISCELLANEOUS

12.1 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.

12.2 Material(s) will be handed over by THE BINDERS or vet the cost with authentic stamp and signature.

12.3 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.

12.4 All terms and conditions of tender vide # PS/03/22-23 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.

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

"IBA"

NAME: Dr. Muhammad Asad Ilyas

CNIC # 42301-4497722-9

Address:

Registrar, Institute of Business

Administration Main Campus

University Road, Karachi

Madina Book Binding House



Proprietor

M/s Madina Book Binding House

NAME: SADIA SHABIH

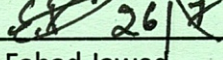
CNIC # 42201-0363818-8

Address: House No. D-23/A,

Plot No. 14, P.I.B. Colony

Karachi

WITNESS:

1.   
Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Head of Procurement


Institute of Business

Administration Main Campus

University Road, Karachi

Focal Person IBA

Muhammad Anwar

2.   
M/s Madina Book Binding House

NAME: Shabih Ahmed

CNIC # 42201-3798582-3

Address: House No. D-23/A,

Plot No. 14, P.I.B. Colony

Karachi.

