F923502

S. ABBAS ALI ZAIDI STAMP VENDOR
Lic No. 17 C/O Seat # 34, Shed "A"
City Court, Karachi Pakistan
S. NO. 61562 DATE 28 DEC 2022
ISSUED TO WITH ADRESS
THROUGH WITH ADRESS IRFAN ALI SHAIKH
PURPOSE Advocate
VALUE RS ATTESTED
STAMP VENDOR SIGNATURES Leg # 445 KBA

Stamp Office City Court
28 DEC 2022

RUPEES TWO HUNDRED ONLY

AGREEMENT
Provide & Supply Customized Souvenir Items

THIS AGREEMENT is executed at KARACHI, on this day November 28, 2022

BETWEEN

M/s. Institute of Business Administration,Karachi 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.Creative Arts, having its office at**R-161, Sector 9, North Karachi, Karachi,**hereinafter referred to as THE SUPPLIER (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr** Hashim Raza, holding CNIC No. 42101-7117-2013 on the SECOND PART.

WHEREAS IBA intends to obtain Provide & Supply Customized Souvenir Itemsvide tender # ES/02/22-23up to the entire satisfaction & handing over the material(s) to the IBA having accepted the offer in a finished form complete in all respect.

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

F923503

S. ABBAS ALI ZAIDI STAMP VENDOR
Lic No. 17 C/O Seat # 34, Shed "A"
City Court, Karachi Pakistan
S. NO 6303 DATE
ISSUED TO WITH ADRESS
THRCUGH WITH ADRESS IRFAN ALI SHAIKH
Advocate
PURPOSE
VALUE RS ATTESTED Leg # 445 KBA
STAMP VENDOR SIGNATURES

28 DEC 2022

28 DEC 2022

RUPEES TWO HUNDRED ONLY

WITNESSETH

IBA hereby offer to appoint THE SUPPLIER as their supplierfor the specific purpose of "Provide & Supply Customized Souvenir Items" vide tender # ES/02/22-23.THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms & conditions herein below forth.

Article I:
SCOPE OF SUPPLY

1.1 THE SUPPLIER agrees to provide &supply Customized Souvenir Itemsto IBAwhenever and wherever form is required as per the terms & conditions of this Agreement.

1.2 THE SUPPLIER will coordinate with the Head of Procurement, of the IBA who will assist THE SUPPLIER in the supervision ofthe proposed Provide & Supply Customized Souvenir Items.

1.3 THE SUPPLIER will visit the ProcurementDepartment located at Main Campus, University Road, Karachi as & when required with a prior appointment.

1.4 All logistic charges will be borne by THE SUPPLIER.

1.5 All items with full quantity should be delivered on or before November 21, 2022.

1.6 THE SUPPLIER bound to all defective items shall be replaced with the new and same brand

1.7 Any materialthat becomes faulty, will be replaced by THE SUPPLIER.

F923504

S. ABBAS ALI ZAIDI STAMP VENDOR
Lic No. 17 C/O Seat # 34, Shed "A"
City Court, Karachi Pakistan
S. NO. 61504 DATE
ISSUED TO WITH ADRESS
THROUGH WITH ADRESS
PURPOSE IRFAN ALI SHAIKH
VALUE RS ATTESTED Advocate
STAMP VENDOR SIGNATURES Leg # 445 KBA

28 DEC 2022

Stamp 28 DEC 2022 Court Karachi

RUPEES TWO HUNDRED ONLY

Article II
PAYMENT

2.1 Payment will be made on or before 30 days after delivery and submission of invoice.

Article III
WARRANTY

3.1 Comprehensive onsite warranty.Physical Inspection at THE SUPPLIER site be carried out.

Article IV
REMUNERATION

4.1 The cost offered by THESUPPLIER is Rs. 1,493,505/-(inclusive of all taxes) Provide & Supply Customized Souvenir Itemsvide tender # ES/02/22-23 variation may occur. The cost is inclusive of labor/transportation/supplies/taxes/levies/custom duties etc.Details of items are appended below:

S.No.	Description	Qty	Rate	Amount
1.	**IBA Branded Leather Keychain** Material: Genuine Cow Leather Metal: High Quality Zinc Alloy Shape/Pattern: Rectangular Size: 2.5" x1.25" Embossed IBA Logo one side Stitching: High Quality stitching all around &finishing on all sides. Color: Black	750 units	120.00	90,000.00

F923505

S. [illegible] ALI ZAIDI STAMP VENDOR
Lic No. 17 C/O Seat # 34, Shed "A"
Civil Court, Karachi Pakistan

S. NO. 61565 DATE 28 DEC 2022
ISSUED TO WITH ADRESS
THROUGH WITH ADRESS IRFAN ALI SHAIKH
PURPOSE Advocate
VALUE RS ATTESTED Reg # 445 KBA
STAMP VENDOR SIGNATURES

Stamp Vendor Karachi 28 DEC 2022

RUPEES TWO HUNDRED ONL

2.	Travel Holder Wallet Type Material: Genuine Cow Leather Dimension: 4" x7" (Closed size) 8.25" x7" (Open size) Color: Black Single Fold, 7 card pockets on one side & 1 big pocket on other Engraving: IBA Logo (front side) High Quality stitching all around Hand waxed, polished and precisionstitched	750 units	852.00	639,000.00
3.	**Metallic Pen** Silver Color & Solid Body Nib: SS Finish Printing: single color screen printing of IBA Logo	750 units	110	82,500.00
4.	**Lapel Pin/Coat Pin** Dia: 1.25 cm Color: Brass Shape: Square With Butterfly Clutch Engraving: IBA Logo Box	750 units	175.00	131,250.00
5.	**Souvenir Box (Square Shape)** Size: 7.5" x 10.3" x 1.3" Material: Cardboard with Matt Finishing Board Thickness: 3.5mm Die Cutting with black Dori on side Inner: Foam with cutouts for wallet, Pen, Lapel Pin & Keychain, Foam should be coveredwithVelvet Printing: Customized print on Box at front side	750 units	445.00	333,750.00
			Total	1,276,500.00
			17% GST (if applicable)	217,005.00
			Grand Total	1,493,505.00

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G. ABBAS ALI ZAIDI STAMP VENDOR
Lic No. 17 , C/O Seat # 34, Shed "A"
City Court, Karachi Pakistan
S. NO 61806 DATE 28 DEC 2022
ISSUED TO WITH ADRESS
THROUGH WITH ADRESS IRFAN ALI SHAIKH
PURPOSE Advocate
VALUE RS ATTESTED Leg # 445 KBA
STAMP VENDOR SIGNATURES

Karachi
28 DEC 2022

RUPEES TWO HUNDRED ONLY

4.2 Liquidity damages at the rate of 2% per month, of the total agreed on payment as per Purchase Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and THE SUPPLIER have to deliver the required number ofCustomized Souvenir Items to IBA.

4.3 Performance Security 5% of the total amount of Purchase Order will be provided by THE SUPPLIER.

4.4 Stamp Duty @ 0.35% of the cost of the PurchaseOrder will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.

4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

Article V
ARBITRATION

5.1 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 hereof shall be referred to the Registrar of the IBA 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, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

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J. ABBAS ALI ZAIDI STAMP VENDOR
Lic No. 17 , C/O Seat # 34, Shed "A"
City Court Karachi Pakistan
S. NO. 61507 DATE 28 DEC 2022
ISSUED TO WITH ADRESS
THROUGH WITH ADRESS IRFAN ALI SHAIKH
PURPOSE Advocate
VALUE RS ATTESTED Leg # 445 KBA
STAMP VENDOR SIGNATURES

OFFICE SUPERINTENDENT
Stamp Vendor, City Court
Karachi.

(RUPEES TWO HUNDRED ONLY)

Article VI
TERMINATION

6.1 IBA may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 days' notice.

Article VII
INDEMNITY

7.1 THE SUPPLIER in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, costs and expenses caused to or incurred by THE SUPPLIER, as a result of any defect in the title of IBA or any fault, neglect or omission by THE SUPPLIER which disturbs or damage the reputation, quality or the standard of services provided by IBA and any person claiming through the IBA.

Article VIII
NOTICE

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

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.

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S. ABBAS ALI ZAIDI STAMP VENDOR
Lic No. 17 . C/O Seat # 34, Shed "A"
City Court, Karachi Pakistan
S. NO. 61508 DATE
ISSUED TO WITH ADRESS
THROUGH WITH ADRESS. IRFAN ALI SHAIKH
PURPOSE Advocate
VALUE RS. ATTESTED Leg # 445 KBA
STAMP VENDOR SIGNATURES

28 DEC 2022

Stamp Office 28 DEC 2022 Karachi

RUPEES TWO HUNDRED ONLY

Article X

INTEGRITY PACT

10.1 The intention is 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. 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.

10.3 M/s. Creative Artsaccepts 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 instruments, 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. Creative Artsagrees 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. Creative Arts, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

F923509

S. ABBAS ALI ZAIDI STAMP VENDOR
Lic No. 17 C/O Seat # 34, Shed "A"
City Court, Karachi Pakistan
S. NO 6180 DATE 28 DEC 2022
ISSUED TO WITH ADRESS
THROUGH WITH ADRESS IRFAN ALI SHAIKH
PURPOSE Advocate
VALUE RS ATTESTED Leg # 445 KBA
STAMP VENDOR SIGNATURES

Stamp Office, City Court
KBC Sindh
(RUPEES TWO HUNDRED ONLY)

Article XI
MISCELLANEOUS

11.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.

11.2 The validity of the contract will be effective from the date of issue of the Purchase Order.

11.3 All terms and conditions of tender vide # ES/02/22-23 will be an integral part of this agreement.

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

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

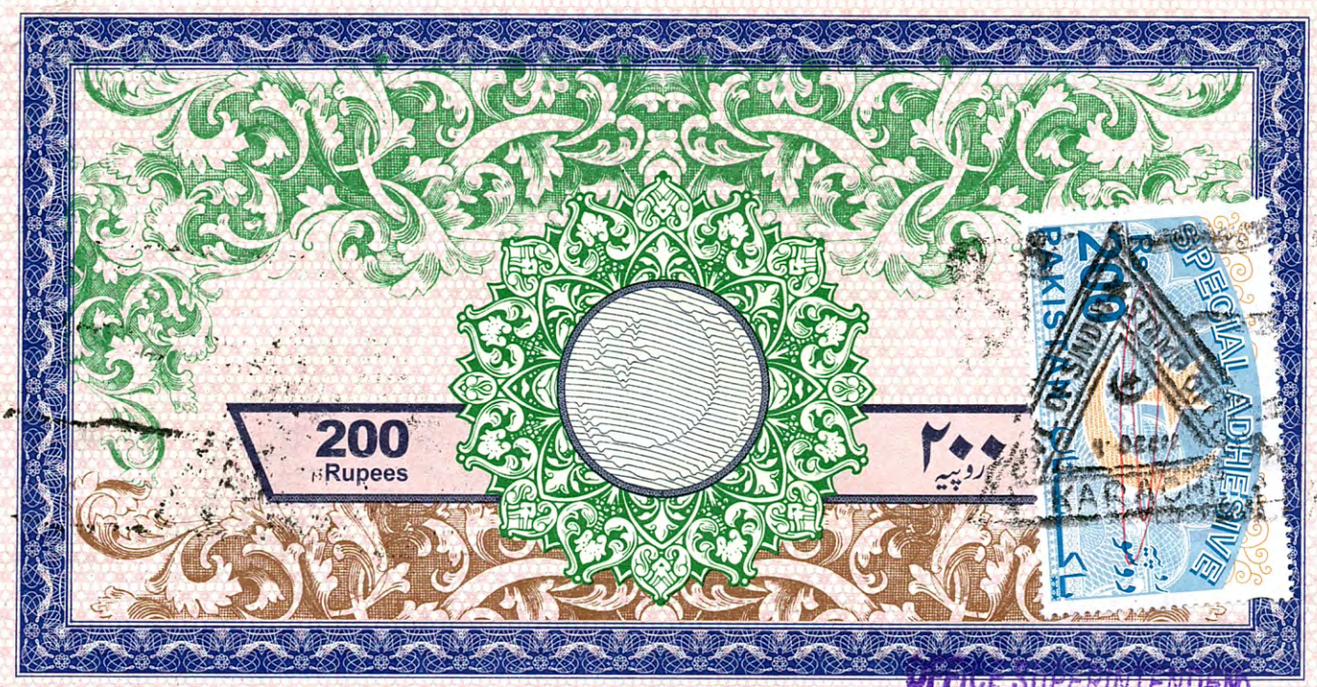
IBA, Karachi
Dr. Muhammad Asad Ilyas
Registrar
CNIC # 42301-4497722-9

Address:
Institute of Business Administration
Main Campus, University Road, Karachi

M/s. Creative Arts
(Name) Hashim Raza
(Designation) G.M
CNIC # 42101-7117-201-3

Address:
R-161, Sector 9, North Karachi, Karachi

F923510



S. ABBAS ALI ZAIDI STAMP VENDOR
Lic No. 17 . C/O Seat # 34, Shed "A"
City Court, Karachi Pakistan
S. NO 6150 DATE 28 DEC 2022
ISSUED TO WITH ADRESS
THROUGH WITH ADRESS IRFAN ALI SHAIKH
PURPOSE Advocate
VALUE RS ATTESTED Reg # 445 KBA
STAMP VENDOR SIGNATURES

OFFICE SUPERINTENDENT
Stamp Office, City Court
28 DEC 2022
Karachi.
RUPEES TWO HUNDRED ONLY

WITNESS:

1. _____

IBA, Karachi
Syed Fahad Jawed
Head of Procurement
CNIC # 42201-9125136-6

Address:
Institute of Business Administration
Main Campus, University Road, Karachi

2. Nasir. _____

M/s. Creative Arts
(Name) Jamal Nasir
(Designation) Manager
CNIC # 42201 82423515-5

Address:
R-161, Sector 9, North Karachi, Karachi

Focal Person IBA_____