

AGREEMENT

BETWEEN

M/s Institute of Business Administration,

AND

M/s Hyder Printers



OFFICE SUPERINTENDENT
STAMP OFFICE KARACHI

13 JUN 2018
13 JUN 2018

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day June 26, 2018

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 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 works & services for Graduate Directories (MBA, BBA) on exclusive basis with the Designing & Printing as discussions in respect to the same before the determination of scope of work will be held with "IBA" or as "Printing Work". "THE PRINTERS" have offered to render all kind of printing services (including but not limited to the "Printing Work") of the proposed printing work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

WITNESSETH

"IBA" hereby offer to appoint "THE PRINTERS" as their official Printers for the specific purpose of "Printing Work" of Designing, 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 according to benchmark of IBA Brand Manual with any/all other relevant details for presentation to "IBA" for printing of Graduate Directories & "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 & 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 according to the benchmark of IBA Brand Manual with any/all other relevant details for presentation to "IBA".
- 1.2 "THE PRINTERS" agrees to provide any/all kind of printing services to "IBA" whenever and wherever it will be required as per the terms & conditions of this Agreement.
- 1.3 "THE PRINTERS" will coordinate in respect to the work with Manager Purchase & Stores, of the "IBA" who will advised "THE PRINTERS" in supervision of proposed printing work.
- 1.4 "THE PRINTERS" will deliver the Graduate Directories in specified quantity to the IBA Store located at Main Campus, University Road.
- 1.5 "THE PRINTERS" will coordinate with the designated personnel of Purchase Office regarding handing over / taking over of draft in respect of Graduate Directories printing. The process will be monitored by Control Chart and signed by IBA & THE PRINTER for every logistic.
- 1.6 "THE PRINTER" will handover draft of Graduate Directories or its part(s) for approval as to be printed for final version of Graduate Directories.
- 1.7 "THE PRINTER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.8 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 Composing, Printing, Formatting layout, Dummy Making, Preparing Printing material to illustrate the schematic design & idea to suitable scale in line to IBA Brand Manual with any/all other relevant details for presentation to "IBA".
- 2.2 "THE PRINTERS" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of Printing Work in accordance with the



- 2.3 "THE PRINTERS" hereby agree and acknowledge the acceptance of attending the meetings with the Manager Purchase & Stores "IBA" as & when required.
- 2.4 Minimum 30 (Thirty) working days after Final Proof Read will be required to deliver the all Graduate Directories at the PRINTER'S expense.
- 2.5 Specification should be matched as mentioned in Work Order issued by within the contract agreement period i.e., three year with effect from this date of execution of contract agreement
- 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. 1,789,617.7260 (inclusive of GST) for Designing, Composing & Printing of Graduate Directories vide tender # PS/13/17-18 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

| S. # | Items | Qty | Rate Rs. | Amount Rs. |
|------|---|---------------|-------------|---------------|
| 1 | Graduate Directories of BBA and MBA Size : 10.75 x 8.25 (approx) Title : Cover Full Hard Binding Paper on matt 128gsm with 04 color printing with matt lamination (Board 24 once) Color : 05 + 05 color printing Paper : 128gsm matt finish Binding : Stitching with Thread (Stitch Binding) Total Pages : 325 pages (approx) Printing: At least Four Color Machine Designing & Composing Aesthetic Designing & Composing with the consent of concerned authorities. | 500 copies | 1,013.67 | 506,837.60 |
| 2 | Graduate Directories of BS-Social Sciences & Liberal Arts BS and MS-Computer Sciences | 500 copies | 1,013.67 | 506,837.60 |

| | | | | |
|---------------------|---|---------------|-------------------------|------------|
| | <p>Title : Cover Full Hard Binding Paper on matt 128gsm with 04 color printing with matt lamination (Board 24 once)</p> <p>Color : 05 + 05 color printing</p> <p>Paper : 128gsm matt finish</p> <p>Binding : Stitching with Thread (Stitch Binding)</p> <p>Total Pages : 325 pages (approx)</p> <p>Printing: At least Four Color Machine</p> <p>Designing & Composing</p> <p>Aesthetic Designing & Composing with the consent of concerned authorities.</p> | | | |
| 3 | <p>Graduate Directories of BS-Accounting & Finance, BS-Economics & Mathematics, MS-Economics and MS-Mathematics</p> <p>Size : 10.75 x 8.25 (approx)</p> <p>Title : Cover Full Hard Binding Paper on matt 128gsm with 04 color printing with matt lamination (Board 24 once)</p> <p>Color : 05 + 05 color printing</p> <p>Paper : 128gsm matt finish</p> <p>Binding : Stitching with Thread (Stitch Binding)</p> <p>Total Pages : 325 pages (approx)</p> <p>Printing: At least Four Color Machine</p> <p>Designing & Composing</p> <p>Aesthetic Designing & Composing with the consent of concerned authorities.</p> | 500 copies | 1,013.67 | 506,837.60 |
| 4 | <p>Envelope's for Graduate Directory</p> <p>Size of Envelops. A4</p> <p>Color : 02 color printing</p> <p>Paper Type : 115gsm Brazil</p> <p>Other : 2 Color Printing</p> | 1500 envelops | 6.05 | 9,075.00 |
| Total | | | Rs. 1,529,587.80 | |
| 17% GST | | | Rs. 260,029.92 | |
| Total Amount | | | Rs. 1,789,617.72 | |

- 3.3 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 30 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 Graduate Directories to IBA.
- 3.4 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.5 Performance Security 5% of total amount of Work Order will be provided by the party.
- 3.6 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.
- 3.7 Any addition/reduction in page(s) quantity will be based on approved per page rate Rs. 3.65 exclusive of GST for all Graduate Directories should be charged.
- 3.8 Rate/Price/Charges will remain same and unchanged for period of THREE YEARS and applicable as & when require to print the Graduate Directories effective from 2018, 2019 and 2020. However, fluctuation in government taxes would be levied as per SRO / Ordinance / Notification.
- 3.9 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 question which may at time arise between the parties hereto or any person claiming under them, touching or arising out in respect of this agreement or this subject matter thereof shall be referred to the arbitration and an Arbitrator will be appointed by mutual consent, whose decision and findings will be final and binding on both 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

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, 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 Hyder Printers 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 Hyder Printers as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article IX:
MISCELLANEOUS

- 9.1 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 9.2 Copyright of each item shall be reserved with the "IBA".
- 9.3 "THE PRINTERS" specifically state having read this AGREEMENT, entered into at their request for one year on quantum merit basis, that they fully understand the same at their own knowledge or on advice of legal counsel with full awareness of all its implications, clearly satisfied and confirmed in the knowledge and belief that none of the terms and conditions hereunder are repugnant to any existing law, the constitution hereby represent and confirm the same.



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 contract may be valid for three (03) years and extendable for additional one (01) year with mutual consent. The validity of the contract will be effective from Designing & printing of 2018, 2019 and 2020 and effective from June 26, 2018.

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 **A Khan Shahbbir**
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan

CNIC #

Address:

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

WITNESS:

1.

M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration
Karachi-Pakistan

CNIC #

Address:

Hyder Printers

NAME: Mr. Abdul Hameed Butt

CNIC # 42101-8696685-3

Address:

5-C-5/22, Nazimabad,
Karachi#74600

2.

Muhammad Muzzamil

CNIC # 42101-5091691-5

Address: Sc. 57 Nazimabad
Karachi

