



MUHAMMAD FAISAL KHAN STAMP VENDOR
Licence No. 124, Shop No. S-7, Maymar Tower
Gulshan-e-Maymar Karachi **67476**

[RUPEES TWO HUNDRED ONLY]

S. NO.
DATE **25 MAR 2019**
ISSUED TO WITH ADDRESS **Muhammad Yaqoob**
THROUGH WITH ADDRESS **Advocate**
PURPOSE **A**
NOT FOR USED BANK GUARANTY/WILL/DIVORCE
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day **March 26, 2019**

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 The Times Press (Private) Ltd., having its office at C-18, Al-Hilal Society, Off University road, Karachi-74800, 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 Manager Marketing Syed Mashood Aziz, holding CNIC No. 42201-9109296-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain printing of Business Review (Rate Running) 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.

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 "Printing Work" of Business Review (Rate Running) 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





SEAL AIGED SHAKH STAMP FEMIN

Licence No. 123, Shop No. 15 Karim Plaza
Gulshan-e-Iqbal, Block-14, Near Civic Centre Karachi.

S. No:

Date: 22 MAR 2019 073564

ISSUED TO WITH ADDRESS
THROUGH WITH ADDRESS
PURPOSE
NOT FOR USED BANK GUARANTY/INVOICE
VENDOR NOT RESPONSIBLE ANY FARE DOCUMENTATION

Zahid Mehmood
Advocate

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi

22 MAR 2019

any/all other relevant details for presentation to "IBA" for printing of Business Review (Rate Running) & "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 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 Sr. Manager Purchase & Stores, of the "IBA" who will advised "THE PRINTERS" in supervision of proposed printing work.
- 1.4 "THE PRINTERS" will deliver the Business Review (Rate Running) 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 Business Review (Rate Running) 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 Business Review (Rate Running) or its part(s) for approval as to be printed for final version of Business Review (Rate Running).
- 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 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 Description & Specification.
- 2.3 "THE PRINTERS" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.4 Minimum 15 (Fifteen) working days after Final Proof Read will be required to deliver the all Business Review (Rate Running) at the PRINTER'S expense.
- 2.5 Specification should be matched as mentioned in Work Order.
- 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. 77,220.00 (inclusive of GST) for Printing of Business Review (Rate Running) vide tender # PS/07/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

S. #	Description	Qty	Rate (Rs.)	Amount (Rs.)
01	<u>Printing of Business Review (Rate Running)</u> <u>Size:</u> 6.50"x 9.25" (closed size) <u>Title:</u> 260gsm artcard with 4 color printing <u>Printing:</u> Single color <u>Pages:</u> 120 on 80gsm <u>Binding:</u> Hot Glue Stitch Binding <u>Crease:</u> 2 crease on front and back side <u>Lamination:</u> Matt on title page <u>Packing:</u> 50 books on craft paper packing	300	220.00	66,000.00
Total			Rs.66,000.00	
17% GST			Rs.11,220.00	
Total Amount			Rs.77,220.00	



- 3.2 The rate per copy is Rupees 220/- (exclusive of GST) for all printing of Business Review (Rate Running) valid for the period of contract agreement. The increase / decrease in number of pages of the Business Review (Rate Running) would be charge per page basis as approved.
- 3.3 2% liquidated damages of the total amount will be imposed per month for which the printer failed to deliver within the delivery/execution period
- 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. 1.80 exclusive of GST for printing of Business Review (Rate Running) should be charged.
- 3.8 Rate/Price/Charges will remain same and unchanged for period of One Year and applicable as & when require to print the Business Review (Rate Running). 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.
- 3.10 Printing of 300 per issue for two issues per annum. Both issues will be printed separately (different contents). Each issue should be treated as a separate job.
- 3.11 Payment will be released after successful completion of each job.

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 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 The Times Press (Pvt) Ltd 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 The Times Press (Pvt) Ltd 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 The Times Press (Pvt) Ltd 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 The Times Press (Pvt) Ltd 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 Agreement will be valid for one year, based on satisfactory performance, and may be renewed for further two years with mutual consent.



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
Aamer Shabbir
Wing Commander (Retd)
CNIC # General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan
Address:
G. M. Admin Institute of Business
Administration Main Campus
University Road, Karachi

M/s The Times Press (Pvt) Ltd

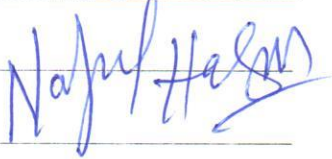
NAME: Syed Mashood Aziz

CNIC # 42201-9109296-1

Address:
C-18, Al Hilal Society, Off University.
Road, Karachi-74800

WITNESS:

1. Mr. Najm-ul-Hasan Mufti



CNIC # 42201-3801578-7

Address: C-18, Al-Hilal Society,

Off: University Road, Karachi.


2. Mr. Asif Baig



CNIC # 42010-9457114-9

Address: C-18, Al-Hilal Society,

Off: University Road, Karachi.

3. 
M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan

