

ADNAN ALI SHAIKH STAMP VENDOR

Licence # 87, Room # 16, 3rd Floor,
Meriswala Building, G. A. Jinnah Road, Karachi

07 SEP 2017

SR. NO. 2864 DATE

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE

VALUE RS.

STAMP VENDOR SIGNATURE

NOT ISSUED FOR FEE

MASANVAR KHAN BILAL
ADVOCATE

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day September 19, 2017

BETWEEN

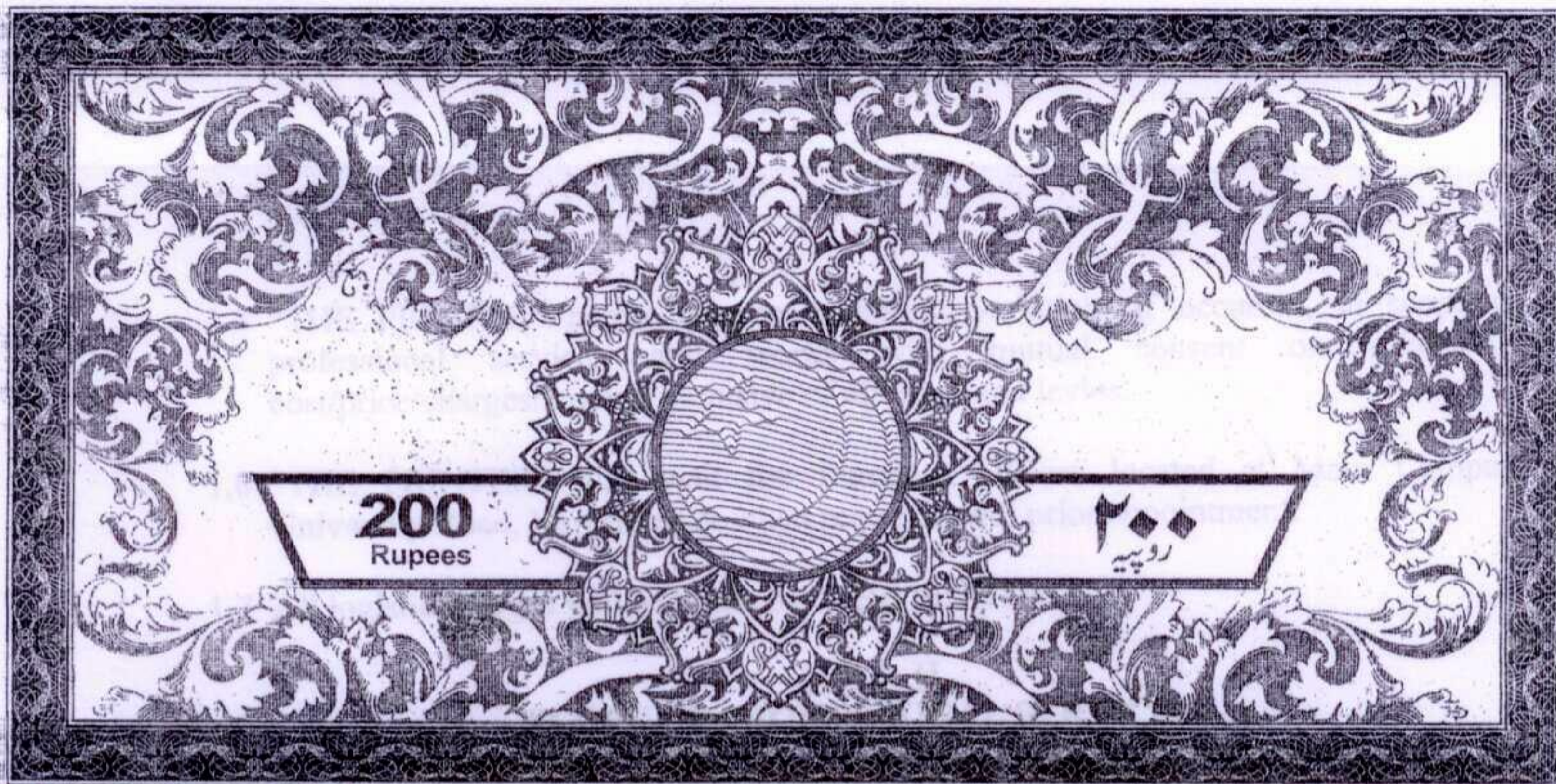
M/s Institute of Business Administration, through its Registrar, located at Main Campus, University Road, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s. NEW VISION, having its office at Shop 29, Sunny Plaza, Hasrat Mohani Road, Haqqani Chowk, Karachi, hereinafter referred to as "THE PRINTER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Muhammad Khalid, holding CNIC No. 42301-0731943-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain printing items 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 "Printing Items" and "THE PRINTERS" have offered to render all kind of printing services (including but not limited to the "Printing Items" 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:



NOT ISSUED FOR THE COPY

Office # 47, Room # 16, 3rd Floor,
Meriswal Building, G. A. Road, Dera, Karachi

07 SEP 2017

NO. 2070 DATE HASAN YAR KHAN BILAL

ISSUED TO WITH ADDRESS ADVOCATE

PURPOSE

VALUE RS

GRAND VENDOR SIGNATURE

WITNESSETH

offer to appoint "THE PRINTERS" as their official Printers for the specific purpose of "Printing Items" 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 PRINTER" 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 Items", discussions with "IBA". The description/BoQ is appended below:

S.#	Specification
1	<p>Answer Examination Copy "F" High finish 68gsm (approx) 13.5" x 16.50" (open size) 13.5" x 8.25" (closed size) 02 pin centre binding, 1+1 color printing 20 pages in each Examination Copy 'F' 100 copies in each packet Kindly Note: Every Examination Copy "F" has different serial number</p>

1.2 This Agreement includes, the "printing items", 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 PRINTER" agrees to provide specific printing item to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.4 "THE PRINTER" will coordinate their work with 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 PRINTER" will discuss with "IBA" before the determination of scope of work & Preliminary layout. Further provide the Printing material to illustrate the schematic design & idea to suitable scale with any/all other relevant details for presentation to "IBA".
- 2.2 "THE PRINTER" 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 PRINTER" hereby agree and acknowledge the acceptance of attending the meetings with the 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 printing items at the PRINTER'S expense.
- 2.6 "THE PRINTER" must adopt Environmental Friendly procedure and avoid the use of Toxic material used in printing works.
- 2.7 All staff must have CNIC and clearly mentioned to discourage work through child labor.

Article III

REMUNERATION

- 3.1 The cost offered by the Printer is Rs. 112,320.00 (inclusive of all taxes) for printing items but limited to in tender vide # PS/02/17-18, variation may occurred. The breakup is appended below:

S.#	Specification	Qty	Rate	Amount
1	Answer Examination Copy "F" High finish 68gsm (approx) 13.5" x 16.50" (open size) 13.5" x 8.25" (closed size) 02 pin centre binding, 1+1 color printing 20 pages in each Examination Copy 'F' 100 copies in each packet Kindly Note: Every Examination Copy "F" has different serial number	15000 copies	6.40	96,000.00
			17% GST	Rs. 16,320.00
			Total Amount	Rs. 112,320.00

- 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 Printing Items 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 PRINTER" 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 PRINTER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE PRINTER" 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 New Vision 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 New Vision 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 New Vision 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 New Vision 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 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/02/17-18 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.

106
Aamer Shabbir
Wing Commander (Retd)
IBA
Name: Aamer Shabbir
Institute of Business Administration (IBA),
Karachi, Pakistan

M/s. New Vision
Name: Muhammad Khalid

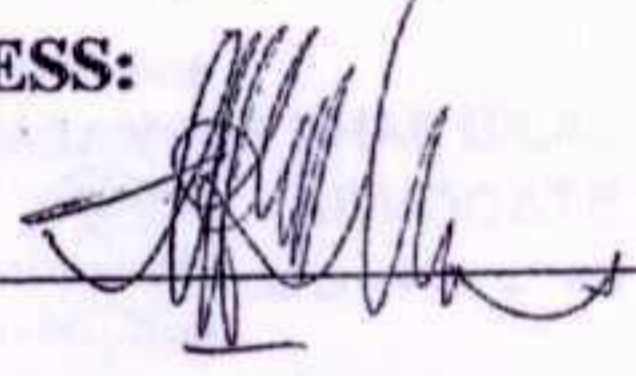


CNIC # _____

CNIC # 42301-0731943-9

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


Address:
Shop 29, Sunny Plaza, Hasrat Mohani
Road, Haqqani Chowk, Karachi

WITNESS:
1. 

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

CNIC #: _____

Address: _____


2. M. RASHID
S/O. M. TARIQ

CNIC #: 42401-9425304-1

Address: QB-194 Reaver
line Moughpiv Road,
Karachi.

