



HABIB ULLAH

19 APR 2016

RUPEES TWO HUNDRED ONLY

86822 19 APR 2016

M. AMJAD CHOCHAN
Advocate L. No. 8079



AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day April 18, 2016

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 AL-MADINA BOOK BINDING HOUSE., having its office at House # D-23/A, Plot # 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. 42201-2728808-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain binding & printing jobs of IBA Library on exclusive basis with the work of Binding & Printing Jobs of Books, Journals & Periodicals etc 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 "Binding & Printing Jobs" and "THE BINDERS" have offered to render all kind of books, journals & periodicals etc (including but not limited to the "Binding & Printing Jobs" of the proposed jobs up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.



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-: 2 :-

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

WITNESSETH

"IBA" hereby offer to appoint "THE BINDERS" as their official Binders & Printers for the specific purpose of "Binding & Printing Jobs" of Books, Journals & Periodicals etc 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 to suitable scale with any/all other relevant details for presentation to "IBA" for binding & printing jobs. "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 This Agreement includes, the "Binding & Printing Jobs", of Books, Journals & Periodicals etc discussions with "IBA" before the determination of scope of work & preliminary layout, Formatting, Layout, Dummy making, Preparing Printing material to illustrate the schematic to suitable scale with any/all other relevant details for presentation to "IBA".
- 1.2 "THE BINDERS" agrees to provide any/all kind of binding & printing jobs to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE BINDERS" will coordinate their work with Head of Library, of the "IBA" who will assist "THE BINDERS" in supervision of proposed binding & printing jobs.
- 1.4 "THE BINDERS" hereby agrees to accept variation, if occurred, in scope of professional



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ATTACHED
STAMP VENDOR'S SIGNATURE



-: 3 :-

1.5 "THE BINDERS" will visit the Purchase Office located at Main Campus, University Road, 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" will discuss with "IBA" before the determination of scope of work & Preliminary layout. Further provide the services of Books, Journals & Periodicals etc to illustrate the schematic idea to suitable scale with any/all other relevant details for presentation to "IBA".
- 2.2 "THE BINDERS" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of Binding & Printing Jobs in accordance with the Description & Specification.
- 2.3 "THE BINDERS" hereby agree and acknowledge the acceptance of attending the meetings with the Manager Purchase & Stores "IBA" as & when required.
- 2.4 "THE BINDERS" 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 getting Books, Journals & Periodicals etc from Library for Binding & Printing Jobs.



STAMP OFFICE CITY COURT, KARACHI

Issued to MR. Asif Samad Ali
NIC/Company Card No. 1759 / ABA
Vide D.S.R. No. 18 dated 7/4/16
D. of challan No. 306 Dt. 6/4/16
for the purpose of SD
E. No. 18 Dated 7/4/16

[Signature]
Ld. Office D. No. 18 Dated 7/4/16
-: 4 :-

(RUPEES ONE THOUSAND ONLY)



2.7 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 Binder is Rs. 450,000.50 (inclusive of all taxes) Binding & Printing Jobs of Books, Journals & Periodicals etc but limited to in tender vide # PS/07/15-16 variation may occurred.
- 3.2 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 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 Program Announcement 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 BINDER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.

- 3.7 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by BINDER 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 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.

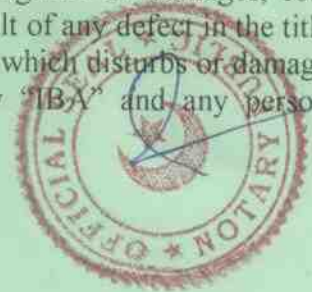
Article VII:
NOTICE

- 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:
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 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, gift, kickback, or other such thing which is prohibited by law.



8.3 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.

8.4 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 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 binding & printing jobs 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/07/15-16 will be the integral part of this agreement and can't be revoked.

9.7 This agreement would be extendable for another ONE year 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: Capt. (Retd.) Ahmed Zaheer PN

CNIC # _____

Address: _____

Registrar, 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: _____

M/S MADINA BOOK BINDING HOUSE

Proprietor

M/s Madina Book Binding House

NAME: Mrs. Shabih Ahmed

CNIC # 42201-0363818-8

Address: _____

House # D-23/A, Plot # 14, P.I.B. Colony

Karachi

2. Shabih Ahmed

CNIC # 42201-3798582-3

Address: D-23/A, Plot No.14

P.I.B. colony Karachi



ATTESTED
S.S.A NASHMI

BA. LL.B
Notary Public Karachi

19/4/16