



## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day 8 April of 2014.

### 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 Iris Communications**, having its office at **First Floor, 176-Y Block, Commercial Area, DHA, Lahore**, hereinafter referred to as "THE SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor **Maryam Wazirzada**, holding CNIC No. 35201-1396663-6 on the **SECOND PART**.

**WHEREAS** "IBA" intends to avail services to conduct Executive Education Survey and related jobs as assigned in accordance to the tender vide # MISC/18/13-14. The parameters of the survey and allied services would be based on discussions in respect to determine the scope of works will be held with "IBA" and "THE SERVICE PROVIDER". It is confirmed that service provider have offered to render all kind of works/jobs (including but not limited to the "works/jobs mentioned in Work Order") of the proposed survey up to the satisfaction & handing over the project 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 SERVICE PROVIDER" as their official survey

Maqsood Stamp Vendor

Sr. No. 3214 30/05/14 500/-  
Sr. No. \_\_\_\_\_  
Name \_\_\_\_\_  
Through \_\_\_\_\_ For \_\_\_\_\_ of \_\_\_\_\_  
Signature \_\_\_\_\_

Handwritten signature and notes in Urdu script, including the word 'Khaiin'.



**Article I:**  
**DUTIES & SCOPE OF WORK & AGREEMENT**

- 1.1 This Agreement includes, the "services & works", discussions with "IBA" as per determination of scope of services, schedule of work & time line to suitable scale with any/all other relevant details to "IBA".
- 1.2 "THE SERVICE PROVIDER" agrees to provide any/all kind of services related to execution of survey to "IBA" whenever and wherever is required as per the terms & conditions of this Agreement.
- 1.3 "THE SERVICE PROVIDER" will coordinate for required/assigned survey with CEE Manager and Manager Purchase & Stores, of the "IBA" who will advise "THE SERVICE PROVIDER" in supervision of proposed survey related.
- 1.4 "THE SERVICE PROVIDER" is bound to provide services as mentioned in Work Order # IBA-MC/PD/P&S/208/0094/2013-14.
- 1.5 Any additional work/job, if required / necessary etc over and above/extra the Work Order vide # IBA-MC/PD/P&S/208/0094/2013-2014, will be executed on the basis of Variation Order.

**Article II**  
**SCOPE OF PROFESSIONAL SERVICES & WORKS:**

- 2.1 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the services and to check the execution of survey in accordance with the Description vide Work Order IBA-MC/PD/P&S/208/0094/2013-2014.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the CEE Manager and Manager Purchase & Stores "IBA" as & when required.

**Article III**  
**REMUNERATION**

- 3.1 Payment will be made (within 30 days) after completion of survey and submission of bill/invoice. Clearance from CEE Manager and Manager Purchase & Stores is required before process of bill/invoice.
- 3.2 Advance Payment subject to Bank Guarantee.
- 3.3 Security Deposit 5% of total amount of Work Order must be deposited to the IBA, Karachi. Security Deposit will be released after clearance of invoice which will be submit after completion of satisfactory survey.
- 3.4 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Work Order.
- 3.5 Stamp duty 0.3% for Services against total value of Work Order will be levied accordingly.
- 3.6 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.

- 3.8 Cost/charges/remuneration/fee of the survey as agreed vide Tender # MISC/18/13-14, but limited to, is Rs. 538,200.00 (inclusive of all taxes)

**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 Proprietor of the "THE SERVICE PROVIDER" 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 survey is not conducted/executed according to the requirement at anytime after issuing a 15 day's notice.
- 5.2 IBA reserve the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

**Article VI:**  
**INDEMNITY**

- 6.1 "THE SERVICE PROVIDER" 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 SERVICE PROVIDER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SERVICE PROVIDER" which disturbs or damage the reputation, quality or the standard of services & works 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:**  
**MISCELLANEOUS**

- 8.1 The report of survey will be handed over to the "IBA" and vet the cost with authentic stamp and signature.
- 8.2 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason. Over and above the Work Order vide

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above. This agreement is effective from the date issue of Work Order # IBA-MC/PD/P&S/208/0094/2013-14 dated: April 8, 2014.

"IBA"

NAME: Capt. (Retd.) Ahmed Zaheer PN

CNIC # \_\_\_\_\_

Address:

Registrar, Institute of Business  
Administration Main Campus  
University Road, Karachi

1. \_\_\_\_\_

CNIC # M SOHAIL KHAN

Address: Institute of Business Administration  
Karachi-Pakistan

*Maryam Wazirzada*  
M/s Iris Communications

NAME: Maryam Wazirzada

CNIC # 35201-1396663-6

Address: First Floor, 176-Y Block,  
Commercial Area, DHA, Lahore



2. \_\_\_\_\_

*Ghulam Sajjad*  
CNIC# 38403-2250941-5  
Address: 87-P Aziz park  
Sargodha

