



OFFICE SUPERINTENDENT  
Stamp Office, City Court  
Karachi.

13-1-15  
19 JAN 2015

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day January 19, 2015

### 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-74600**, 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 services of IBA EMBA Graduate Directory on exclusive basis with the work of Designing, Composing & Printing 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 Work" and "THE PRINTERS" have offered to render all kind of designing, composing & printing services (including

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" work of Designing, Composing & 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 with any/all other relevant details for presentation to "IBA" for printing. "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, Composing & 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 with any/all other relevant details for presentation to "IBA".
- 1.2 "THE PRINTERS" agrees to provide any/all kind of designing, composing and printing services to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE PRINTERS" will coordinate their work with Manager Purchase & Stores, of the "IBA" who will assist "THE PRINTERS" in supervision of proposed printing work.
- 1.4 "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.

**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 Designing, Composing, Printing, Formatting layout, Dummy Making, Preparing Printing material to illustrate the schematic design & idea to suitable scale 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 Manager Purchase "IBA" as & when required.



**Article III**  
**REMUNERATION**

- 3.1 The cost offered by the Printer is Rs. 475,000 (inclusive of all taxes) Designing, Composing & Printing of IBA Graduate Directory but limited to in tender vide # PS/05/14-15 variation may occurred.
- 3.2 A Penalty @ 2% per month, of the total agreed payment, of the total cost will be imposed in case of delayed delivery. Penalty will be imposed after 10 days subject to signed proof read material to the printers by IBA before the starting date mentioned on the Work Order.
- 3.3 Any addition/reduction in page(s) quantity will be based on approved per page rate Rs. 3.58 exclusive of GST should be charged.
- 3.4 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.

**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 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

8.1 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.

8.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

8.3 Copyright of each item shall be reserved with the "IBA".

8.4 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.

8.5 All terms and conditions of tender vide # PS/05/14-15 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.



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  
University of Karachi

HYDER PRINTERS

NAME: ABDUL HAMEED BUTT

CNIC # 42101-8696685-3

Address:

.5 C 5/22 NAZIMABAD  
Karachi-74600

2.

IRFAN ISMAIL S/O

Iqbal Agha KARACHI

42101-7127476-3