

NUHAMMAD SHOALB ARALIV Stamps Vendor 3 0 NOV 2017

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Issued To With Address
Through With Address

MANZOOR SONS

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AGREEMENT

THIS AGREMENT is executed at KARACHI, on this day November 30, 2017.

BETWEEN

M/s Institute of Business Administration, Karachi 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 Manzoor Sons, having its office at 1st Supper Centre, ST-13, Block-9, Khayaban-e-Jami, Clifton, Karachi 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 Mr. Mohammad Hassan holding CNIC No. 42201-2906208-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain Decoration & Catering Services for Convocation-2017 vide Tender # ES/01/17-18.

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

WITNESSETH

"IBA" hereby offer to appoint M/s Manzoor Sons as their official Services Provider

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MUHAMMAD SHOAIB ARATIV Stamp Vendus 1/No. 1 1 -4, Flat No. 103 Zubnir Nudeem Plaza Chand Hilli Road, Nanas Wara Opp: Cite Courts Karacan

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Article I: DUTIES & SCOPE OF WORK AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to provide any/all kind of decoration & catering services to "IBA" whenever and wherever required as per the terms & conditions of this Agreement.
- 1.2 "THE SERVICE PROVIDER" will coordinate their work with Sr. Manager Purchase & Stores, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed service(s)/work(s).
- 1.3 "THE SERVICE PROVIDER" is bound to provide items according to the terms & conditions vide Tender # ES/01/17-18.
- 1.4 "THE SERVICE PROVIDER" will contact / coordinate with Special Branch Police, Govt of Sindh to obtain clearance for its staff / manpower and vehicle as and when required.
- 1.5 "THE SERVICE PROVIDER" will ensure to obtain clearance & certificate form the concerned quarters of the government for quality of food & edible items to be served in Convocacation-2017
- 1.6 The scope of work and services may varies and service provider will provide the same in accordance to the Variation Order.
- 1.7 Transportation/Cartage/Deliveries will be the responsibility of the services provider.
- 1.8 All terms & conditions vide re-tender # ES/01/17-18 will be the integral part of this agreement.

Article II SCOPE OF PROFESSIONAL SERVICES:

2.1 THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the services and to check the execution of services in accordance with the Description & Specification vide Tender # ES/01/17-18.



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> SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Purchase & Stores "IBA" as & when required.

Article III MANPOWER REQUIREMENT

- 3.1 THE SERVICE PROVIDER shall wherever permits/applicable/suitable will deploy/detail/depute manpower for convocation subject to the clearance from the Special Branch Police, Govt of Sindh.
- 3.2 Adequate manpower will be provided by Service Provider for smooth running of functions and its upkeep. Number of manpower will be adjusted/deployed with consultation of Sr. Manager Purchase & Stores.
- 3.3 All staff must have CNIC and clearly mentioned to discourage work through

Article IV REMUNERATION

- 4.1 The cost offered by the Service Provider is Rs. 2,648,245.00 (inclusive of all taxes) for Decoration & Catering Services for Convocation-2017 but limited to in tender vide # ES/01/17-18 variation may occurred.
- 4.2 Liquidity damages 10% of the total amount will be imposed for which the M/s Manzoor Sons failed to deliver as per standard or in accordance to the entitlement / authorization.
- 4.3 Payment will be made after submission of invoice. Advance Payment subject to
- Performance Security 5% of total amount should be submitted in shape Pay 4.4 Order before signing of Contract Agreement.
- 4.5 All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination.
- Stamp duty 0.35% for Services against total appural



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This Agreement includes, the "Decoration & Catering Services for Convocation-2017", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

S.#	Description	Qty	Days	Rate (Rs.)	Amount (Rs.)
(A) Co	mplete Venue Setup Including:				
	(a) Frill Marquee with wall panels to cover entire Convocation Pandal (Cricket Ground) Size: 48600 sq.ft (approx.)	ì	3	125,000.00	375,000.00
	(b) Air Condition System Complete in all respect to provide cooling for temperature control in the Marquee of Convocation 48600 sq.ft covered area (Cricket Ground): i. 160 tons i.e. (4 ton x 40 Floor Standing Units) and	l Job	Ĺ	6,500,00	260,000.00
	ii. Vehicle mounted High Blow Units 50 tons i.e. (25 ton x 2 high blow units)			60,000.00	120,000.00
2	Presidential Chair	ŀ	Ī.	1,500.00	1,500.00
3	VVIP Chairs	8	Ĩ	2,250.00	18,000.00
4	Head Table to seat 6 persons on stage with Stairs (Two Sides) Stairs should be in Wooden & in good quality (with flower array / decoration and with table cover and skirting)	- Annual Control of the Control of t	I	24,000.00	24,000.00



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6	Stage Carpet Color = Beige Color	36'x24'	2	8,640.00	17,280.00	
7	Two Seater Sofas (125 for Guest & VVIP in Main Pandal & 25 for Refreshment area)	150	1	500.00	75,000.00	
Chairs	(foamy back & seat)			*	1	
8	(a) Off-White Covers	1300	1	65.00	84,500.00	
	(b) Green Ribbon and Off White Covers	200	2	65.00	26,000.00	
	(c) Yellow Ribbon and Off White Covers	5.0	2	65.00	6,500.00	
	(d) Blue Ribbon and Off White Covers	550	2	65.00	71,500.00	
9	Pedestal Metallic Circulation Fans (Good Quality & Soundless)	150	Ī	250.00	37,500.00	
10	Center Tables with cover / Glass Top	45	7	400.00	18,000.00	
8 B	Spotless (Beige Color) Carpeting in main venue - Cricket Ground. (Opposite to Stage till First line of Guest) - Picture attached. Red runners in walk ways where required.	1 Job	1	60,000.00	60,000.00	
Sub Total (A)				1,2	1,223,580.00	
(B) L	ighting & Luminaries:					
15	Lightning in Convocation marquee (Cricket Ground) & Refreshment area (canopy style)	1 Job	Ĭ	75,000.00	75,000.00	
16	Lightning behind Tabba Block for	l Job	1	15,000.00	15,000.00	
	Lightning in Parking Area, Opposite IBA Main Gate, Gate 2, 3, and Gate 1 on way of Gate 3A to Convocation	, 1 Job	1	75,000.00	75,000.00	



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Spot lighting for Tabba Academic Block, Student's Center, Main Abdullah Library, G&T Auditorium, 1 Job 17 75,000.00 75,000.00 Adamjee Academic Block and Fauji Foundation Buildings Sub Total (B) 240,000.00 (C) Refreshment setup: (including crockery & cutlery) a) VVIP guests enclosure (round table 100 1 18 180.00 18,000.00 set-up) b) Guests/ Faculty enclosure (buffet 1.9 400 150.00 60,000.00 c) Students / Parents enclosure (buffet 1500 1 150.00 225,000.00 set-up) 21 Tea / Coffee Dispenser 10 1 100.00 1,000.00 Sub Total (C) 304,000.00 (D) Refreshment Menu: Fruit Cake Large Loaf (renowned and 2000 400 50.00 famous operating bakery of Karachi) persons 2000) 4000 Chicken Samosa (D Shape) 60.00 120,000.00 persons 2000 4000 3 Chinese Roll 6" 60.00 120,000.00 persons 2000 200kg 4 Hot Gulab Jamun 68.00 136,000.00 persons 2000 5 1500 Tea 25.00 50,000.00 persons 2000 6 Coffee 25.00 50,000.00 persons Sub Total (D)

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Total $(A) + (B) + (C) + (D)$	2,343,580.00
SST	304,665.40
Grand Total Amount	2,648,245.40

Important Note:

- For Rehearsal on dated November 30, 2017 venue should be readied by 12:00 noon (marquee Setup, Stage, Student Chairs required)
- For Convocation, venue should be readied and handed over to Admin Department on Night of December 1, 2017. (11:00 pm)
- Complete decoration arrangement including Luminary, Cutlery, Crockery, Bearer & allied support services.
- 4. Round table setup for 08 persons each table.
- Wall Panels will be pegged/erected according to the need and requirement.
- Generator with Backup support will be provided by M/s Manzoor Sons.
- AC should be started/operational at 10am till the end of Convocation on December 02, 2017.
- 8. Frill Marque / Wall Panels / Pole Cover should be beige color.
 - a. Please provide sample of Marque (Net not acceptable)
 - b. IBA will penalize up to 9% of the item value on substandard delivery of following items/services;

S. No	Description
i.	Marquee i. No Patches ii. No Holes iii. Should be same as sample provided by the bidder iv. Not DE colored
2.	i. Quality ii. Quantity

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S. No. 45782 Date.

Chand Tide, Small, Sanah Wara Opp. City Courts Karacus

S. No. 45782 Date.

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3.	Crockery & Cutlery (Ceramic & Stainless Steel)				
	i. Neat & Clean				
	ii. Free from cracks				
4,	Staff				
	i. Should be proper uniform				
	ii. Minimum Fifteen supporting staff				
5.	Furniture Quality plus Carpet				
	i. Neat & Clean				
	ii. Not Repaired or Broken				
6.					
	i. All Floor standing ACs & pedestal fans should be on optimum performance				
	ii. Good Condition				
	iii. Functional				
	iv. Noiseless				
	v. Properly wired (adequately hidden under carpet etc)				
	vi. Clean				
7.	Adequate lighting in all specified areas				
8.	All facilities should be up and running by 10am on the convocation day (including Air Conditioning)				

- 4.8 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 4.9 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.
- 4.10 Charges / rentals will be same as per offered vide Tender # ES/01/17-18.

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Article V: ARBITRATION

5.1 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 VI: TERMINATION

6.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime.

Article VII: INDEMNITY

7.1 "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 provided by "IBA" and any person claiming through the IBA.

Article VII: NOTICE

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Article IX: INTEGRITY PACT

- 9.1 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).
- Without limiting the generality of the forgoing the Service Provider 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.
- The Service Provider 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, contact, or other instrument, be stand void at the discretion of the IBA.
- 9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, the Service Provider 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 Service Provider as aforesaid for the purpose of obtaining or inducing work/service or other obligation or benefit in whatsoever from the IBA.

Article X: MISCELLANEOUS

10.1 Any addition & alteration(s) made in the Work Order / Contract Agreement as required which entail extra time & labor and material on part of the services, shall be charged separately/extra on 'Quantum Merit' basis before & on final services handed over to the "IBA". After FINAL WORKS if any alteration(s), arise charges will be paid on mutually agreed upon as per Variation Order.

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- Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason. 10.2
- This agreement will be enforced and effective with immediate effect as per 10.3 Work Order.

parties which they admit to be correct and	
N WITNESS WHEREOF both the parties respective hands to this agreement at Karachi of	hereto have set & subscribed their on the date as mentioned above.
"IBA" Aumer Shahbbir NAME: Auffred Stringes Administration Institute Stringes Administration NAME: Auffred Stringes Administration Institute	M/s Manzoor Sons NAME: Mr. Mohammad Hassan
CNIC #	CNIC # 42201-2906208-1
Address:	Address:
Registrar, Institute of Business	1 st Supper Center, ST-13
Administration Main Campus University Road, Karachi	Block-9, Khayaban-e-Jami, Clifton, Karachi.
WITNESS: SYED SABIR ALI	2. M. SOHAIL KHAN
CNIC #42301-0752946-3. Address: 966, StSut No. 15-A,	Manager Purchase & Stores Institute of Business Administration CNIC # Karachi-Pakistan Address:
Mehmoodabad No.4, Kalachi.	