



STAMP OFFICE CITY COURT, KARACHI

AGREEMENT

(RUPEES FIVE THOUSAND ONLY)

Issued to: Kosim Jany Ali

CNIC No. 72807-0052077

Vide D.S.R. No. 61 Dt. 16-11-16

On behalf of challan No. 61 Dt. 16-11-16

for the purpose of S.D.

Entry No. 13

THIS AGREEMENT is executed at KARACHI, on this day December 02, 2016.

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 Darbar Caterers & Decorators, having its office at Jamshed Road # 1, Near Binori Town Masjid, 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. Junaid ur Rehman, holding CNIC No. 42101-5674678 on the SECOND PART.

WHEREAS "IBA" intends to obtain Decoration & Catering Services for Convocation-2016 vide Tender # MISC/02/16-17.

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

WITNESSETH

"IBA" hereby offer to appoint M/s Darbar Caterers & Decorators as their official Services Provider for the specific purpose of "Decoration & Catering Services for Convocation-2016" in respect of the same with "IBA" before the determination of scope of services on suitable scale with any/all other relevant details as suggested & advised for Decoration & Catering Services for Convocation-2016. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.



MUDASIR ALI STAMP VENDOR

Shop No. 89, S. Nagar Goth Sch. 33, Karachi.

Lic. No. 139

S. No.

34053

DATE: 24 NOV 2014

SHAB ALAM KBA-2396

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.

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1.2 "THE SERVICE PROVIDER" will coordinate their work with 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 # MISC/02/16-17.

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 Convocation-2016.

1.6 The scope of work and services may varies and service provider will provide the same in accordance to the Variation Order.

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 # MISC/02/16-17.

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

Article III

MANPOWER REQUIREMENT

Darbar
Caterers & Decorators
Proprietor



MUDASIR ALI STAMP VENDOR

Shop No. 69, Sikandar Goth Sch. 33, Karachi.

Lic No. 139

S. No.

34049

**Article IV
REMUNERATION**

RUPEES TWO HUNDRED ONLY

DATE: 24 NOV 2016 The cost offered by the Service Provider is Rs. 1,677,214.74 (inclusive of all taxes) for Decoration Services for Convocation-2016 but limited to in tender vide # MISC/02/16-17 variation may occurred.

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4.2 Liquidity damages 10% of the total amount will be imposed for which the M/s Darbar Caterers & Decorators 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 Bank Guarantee.

4.4 Performance Security 5% of total amount should be submitted in shape Pay 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.

4.6 Stamp duty 0.35% for Services against total annual value of Work will be levied accordingly.

4.7 IBA will penalize 25% of the item value on substandard delivery of following items/services;

**Darbar
Caterers & Decorators
Proprietor**



MUDASIR ALI STAMP VENDOR

Shop No. 69, Sikandar Goth Sch. 33 Karachi

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DATE: 24 NOV 2016

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S. No	Description
1	<p>Marquice Setup</p> <p>i No Patches</p> <p>ii No Holes</p> <p>iii Stage</p> <p>iv Chairs</p> <p>v Sofa</p> <p>vi Carpet</p> <p>vii Not DE colored</p>
2	<p>Crockery & Cutlery</p> <p>i Clean</p> <p>ii Without Cracks</p> <p>iii Quantity</p>
3	<p>Food</p> <p>i Quality</p> <p>ii Quantity</p> <p>iii Freshness</p>
4	<p>Services Staff</p> <p>i Uniform</p> <p>ii Support Bearers</p> <p>iii Minimum Fifteen supporting staff</p>
5	<p>Air Condition, Pedestal Fans & Luminaries</p> <p>i All ACs & pedestal fans should be on optimum performance. Luminaries well illuminated.</p>

RUPEES TWO HUNDRED ONLY

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 # MISC/02/16-17.

Harbar operators



MUDASIR ALI STAMP VENDOR

Shop No. 68, Sikandar Goth Sch. 33, Karachi.

Lic. No. 139

S. No.

34051

Article V:
ARBITRATION

RUPEES TWO HUNDRED ONLY

DATE: 24 NOV 2013
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.

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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

- 8.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

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



MUDASIR ALI STAMP VENDOR

Shop No. 69, Sikandar Goth Sch. 33, Karachi.

Lic. No. 139

S. No.

34052

DATE: 9.24 NOV 2011

ADVOCATE KBA-239

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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.

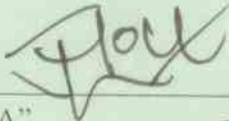
- 9.3 The Service Provider accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, 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.

10.4 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.

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"
JAMI MOIZ
REGISTRAR
Institute of Business Administration
Karachi, Pakistan

CNIC # _____

Address:

Registrar, Institute of Business

Administration Main Campus

University Road, Karachi

WITNESS:


1. 

M SOHAIL KHAN

Manager Purchase & Stores

CNIC # _____
Institute of Business Administration
Karachi-Pakistan

Address: _____


Darbar
Caterers & Decorators
Proprietor

M/s *Darbar Caterers & Decorators*

NAME: Mr. Junaid ur Rehman

CNIC # 42101-5674678-1

Address:

Jamshed Road # 1, Near Binori

Town Masjid, Karachi.

2. Muhammad Nadeem



CNIC # 42201-5160321-5

Address: Quarter no 9 house no D-16/2,

Mehalla Jat Line, Saddar, Karachi