

AD571698

D amir ce 287



S CHAZANFAR ALI STAMP VENDOR

Shop No. 17, Karim Plaza, Gulshan-e-Iqbal,
Karachi.

LIC No. 133

S.No.

Date 11 AUG 2021

Issue To the Address: MIBRAHIM ABRO

Through with Address: ADVOCATE

Purpose:

Not Use for Divorce & for 100

Value RS

Stamp Vendor Sign

AGREEMENT**Convocation Decoration Services-2020**

THIS AGREEMENT is executed at KARACHI, on this day September 07, 2021.

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 Badar Expo Solutions, having its office at C-175, Block-9, Gulshan-e-Iqbal, 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 Mr. Amir Shaikh holding CNIC No. 42201-3096088-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain Convocation Decoration Services-2020 vide Tender # MISC/01/21-22.

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

WITNESSETH

"IBA" hereby offer to appoint M/s Badar Expo Solutions as their official Services Provider for the specific purpose of "Convocation Decoration Services-2020" 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 Convocation Decoration Services-2020. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.



Article I
DUTIES & SCOPE OF WORK AND AGREEMENT

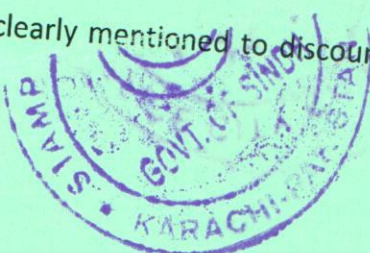
- 1.1 "THE SERVICE PROVIDER" agrees to provide any/all kind of decoration services to "IBA" whenever and wherever required as per the terms & conditions of this Agreement.
- 1.2 "THE SERVICE PROVIDER" will coordinate their work with Head of Procurement, of the "IBA" who will assist "THE SERVICE PROVIDER" 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/01/21-22.
- 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 scope of work and services may varies and service provider will provide the same in accordance to the Variation Order.
- 1.6 Transportation/Cartage/Deliveries will be the responsibility of the services provider.
- 1.7 All terms & conditions vide tender # MISC/01/21-22 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 # MISC/01/21-22.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.

Article III
MANPOWER REQUIREMENT

- 3.1 THE SERVICE PROVIDER shall wherever and whenever or 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 Head of Procurement.
- 3.3 All staff must have CNIC and clearly mentioned to discourage work through child labor.



Article IV
REMUNERATION

- 4.1 The cost offered by the Service Provider is Rs. 2,584,875.00 (inclusive of all taxes) for Convocation Decoration Services-2020 but limited to in tender vide # MISC/01/21-22 variation may occurred.
- 4.2 Liquidity damages 10% of the total amount will be imposed for which the M/s Badar Expo Solutions 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 This Agreement includes, the "Convocation Decoration Services-2020", 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) Complete Venue Setup Including:					
	Frill Marquee with wall panels to cover entire Convocation Pandal (Cricket Ground) Size: 64,800 sq.ft (approx.) 270x240	1	2	275,000.00	550,000.00
1	<p>(b) Air Condition System (noise level 60 dB). Complete in all respect to provide cooling for temperature control in the Marquee of Convocation 64,800 sq.ft covered area (Cricket Ground):</p> <p>i. 300 tons i.e. (4 ton x 70 Floor Standing Units) with Generator (Diesel Provided by IBA, Karachi). (noise level 60 dB).</p> <p>The generator should be sound proof ensuring that it doesn't cost disturbance (noise level 60 dB).</p> <p>ii. Vehicle mounted sound proof CHILLERS – High Blow Units 175 tons / i.e. (25 ton x 7) high blow units) with Generator (Diesel Provided by IBA, Karachi).</p> <p>iii. Generator 75 KVA for Lights and Fans. (Diesel Provided by IBA, Karachi).</p>	1 Job	1	800,000.00	800,000.00
2	Presidential Chairs for Stage	4	1		

				1,500.00	6,000.00
3	VVIP Chairs for Group Photoshoot	10	1	1,200.00	12,000.00
4	Head Table Setup to seat 6 persons on stage & in good quality (with flower array / decoration and with table cover and skirting) with Stairs (Three Sides with same size of 6ft wide), Permanent Wooden Stairs with railing and fix carpet on stairs as per Sample picture (No iron stand required). Permanent Wooden Ramp (Two Sides same size of 4ft wide) with railing and carpeted. Railing picture is attached for sample. No wobbling in stage and Ramp. No wobbling in stage and Ramp.	1	1	30,000.00	30,000.00
5	Stage Size: 36' x 24' (Height 2'-6''ft)	1	2	35,000.00	70,000.00
6	Stage Carpet Color = Beige Color	36'x24'	1	20,000.00	20,000.00
7	Two Seater Sofas (75 for Guest & VVIP in Main Pandal)	50	1	1,500.00	75,000.00
8	Rope stand/Divider to separate the Students and Guest Seating area.	As per requirement		10,000.00	10,000.00
Chairs Low Back (foamy back & seat)					
9	(a) Black Cover - Low Back Chair – Guests, Faculty, Media,	2200	1	75.00	165,000.00
	(b) Black Cover - Low Back Chair - Students	900	1	75.00	67,500.00
10	Pedestal Metallic Circulation Fans (Good Quality & Soundless)	180	1	800.00	144,000.00
11	Center Tables with cover / Glass Top	40	1	600.00	24,000.00
12	Spotless (Maroon Color) Carpeting in main venue - Cricket Ground. (Opposite to Stage till First line of Guest)	1 Job	1	24,000.00	24,000.00
(B) Lighting & Luminaries:					
13	Installation of Trussing with Perkin Lights on Stage (Trussing should be in good condition) Height and Width as per Stage Size: 36'x24'	1 Job	1	50,000.00	50,000.00
14	Lightning in Convocation marquee (Cricket Ground)	1 Job	1	100,000.00	100,000.00
15	Lightning behind Tabba Block for Group Photo session. During the last convocation the lighting of above mentioned area was subpar. Therefore special attention needs to be focused on the area to ensure good quality pictures.	1 Job	1	40,000.00	40,000.00
16	Lightning in Parking Area, Opposite IBA Main Gate, Gate 2, 3, and Gate 1, on way of Gate 3A to Convocation	1 Job	1	50,000.00	50,000.00

17	Spot lighting for Tabba Academic Block, Student's Center, Mian Abdullah Library, G&T Auditorium, Adamjee Academic Block and Fauji Foundation Buildings	1 Job	1	50,000.00	50,000.00
Sub Total (B)				Rs. 290,000.00	
Total (A) + (B)				Rs. 2,287,500.00	
13% SST				Rs. 297,375.00	
Grand Total Amount				Rs. 2,584,875.00	

Important Note:

1. ~~No For Rehearsal (due to covid19 SOP) venue on December 10, 2020 as suggested by admin department be ready by 12:00 noon (marquee Setup, Stage, Student Chairs required)~~
2. For Convocation, venue should be ready and handed over to Admin Department on October ~~Saturday December 02nd, 2021~~ at 7am ~~11:00 pm~~.
3. Convocation will be held on October ~~Saturday 02 December 12, 2021~~ at IBA Main Campus.
4. All materials provided should be in good condition preferably new. Worn torn material will not be accepted.
5. Complete decoration arrangement including Luminary & allied support services.
6. Marque / Wall Panels / Kanat / Pole Cover should be beige color.
 - a. Please provide sample of Marque (**Net fabric not acceptable**)
 - b. IBA will penalize up to 10% of the item value on substandard delivery of following items/services:

S. No	Description
1.	Marquee <ol style="list-style-type: none"> i. No Patches ii. No Holes iii. Should be same as sample provided by the bidder iv. Not DE colored
2.	Staff <ol style="list-style-type: none"> i. Should be proper uniform ii. Minimum Twenty supporting staff
3.	Furniture Quality plus Carpet <ol style="list-style-type: none"> i. Neat & Clean ii. Not Repaired or Broken
6.	Air Condition & Pedestal Fans <ol style="list-style-type: none"> i. All Floor standing ACs & pedestal fans should be on optimum performance ii. Good Condition iii. Functional iv. Noiseless / Minimum Echo v. Properly wired (adequately hidden under carpet etc) vi. Clean vii. Vehicle mounted AC & generator noise should not cause disturbance during the event.
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 # MISC/01/21-22.

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

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 practice(s).

9.2 Without limiting the generality of the foregoing 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 **SEVERABILITY**

- 10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article XI **MISCELLANEOUS**

- 11.1 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.
- 11.2 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 11.3 This agreement will be enforced and effective with immediate effect as per Work Order.
- 11.4 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being 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.

Dr. Mohammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

NAME: Dr. Muhammad Asad Ilyas




M/s. Badar Expo Solutions
NAME: Amir Shaikh



CNIC # _____
Address: _____
Registrar, Institute of Business
Administration Main Campus
University Road, Karachi

WITNESS:


1. 
Syed Fahad Jawed

CNIC # 42201-9128136-3
Address: _____
Head of Procurement
Institute of Business
Administration Main Campus
University Road, Karachi

Focal Person IBA

Shabana Amirali

CNIC # 42201-3096088-9
Address: C-175 Block 9 Gulshan-e-
Iqbal Karachi

2. 
M/s Badar Expo Solutions
NAME: Muhammad Imran
CNIC # 42401-1968140-1
Address: C-175 Block 9 Gulshan - e
Iqbal, Karachi.

