

L/No. 1 E - 4. Flat No. 103 Zubair Nadeem Plaza

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(RUPEES TWO THOUSAND ONLY)

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AGREEMENT Convocation Decoration-2019

THIS AGREMENT is executed at KARACHI, on this day October 87H, 2019.

BETWEEN

M/s Institute of Business Administration, Karachi through its G.M. Admin, 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 Owner, Mr. M. Hassan holding CNIC No.42201-2-324334-7on the SECOND PART.

WHEREAS "IBA" intends to obtain Decoration Services for Convocation-2018 vide Tender # MISC/02/19-20.

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 for the specific purpose of "Decoration Services for Convocation-2018" 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 Services for Convocation-2018. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.





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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 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 Procurement & 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/02/19-20.
- 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 the 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 re-tender # MISC/02/19-20 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/02/19-20.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.

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2.3 Quality of Furniture Items should be matched as per BoQ mentioned in the bidding documents.

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- 2.4 THE SERVICE PROVIDER must ensure Environmental Friendly procedure to operate generator or any electrical gadgets and avoid the use of Toxic material.
- 2.5 NOC for relevant authority to operate the machine/gadget etc.

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 Sr. Manager Procurement & Stores.
- 3.3 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 3.4 All bearers & service staff should be in proper neat & clean uniform.

Article IV REMUNERATION

- 4.1 The cost offered by the Service Provider is Rs. 2,908,281.00 (inclusive of all taxes) for Decoration Services for Convocation-2019 but limited to in tender vide # MISC/02/19-20 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.

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MUHAMPIAD SHOAIB ARAIN Store Vender L/No. E E - Flat No. 103 Zubair Nadeem Plaza Chana Bibi Road, Nanak Wara Opp City Cauris Karaem

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Advocate Advocate tedges No. 280 KBA

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 "Decoration Services for Convocation-2019", 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:

Qty 1	Days	Rate (Rs.)	Amount (Rs.)
1			
1			
	3	200,000.00	600,000.00
		*	
1 Job	1	650,000.00	650,000.00
	1 Job	1 Job 1	1 Job 1 650,000.00

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Furpose COON	Adve	mad Warls Khan Ajmeri tate Ledger No. 3935/KBA City Court Karachi ii. Vehicle mounted sound proof High Blow Units 100 tons / i.e. (25 ton x 4 high blow units) with Generator (Deiseal Provided by IBA, Karachi) The generator should be sound proof ensuring that it doesn't cost disturbance (noise level 60 dB).			EES ONE TH	POUSAND
	2	Presidential Chair	1	1	2,300.00	2,300.00
	3	VVIP Chairs	10	1	2,300.00	23,000.00
	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)	1	1	36,000.00	36,000.00
	5	Stage Size: 36' x 24' (Height 4ft)	1	, 3	66,300.00	198,900.00
	6	Stage Carpet Color = Beige Color	36'x24'	2	9,000.00	18,000.00
3	7	Two Seater Sofas (150 for Guest & VVIP in Main Pandal)	150	1	2,000.00	300,000.00
C.	Chair	rs Low Back (foamy back & seat)				
3		(a) Black Cover - Low Back Chair	2300	1	65.00	

	(150 for Guest & VVIP in Main Pandal)				300,000.00
Chai	rs Low Back (foamy back & seat)				
8	(a) Black Cover - Low Back Chair	2300	1	65.00	149,500.00
0	(b) Black Cover - Low Back Chair	900	2	65.00	58,500.00
9	Pedestal Metallic Circulation Fans (Good Quality & Soundless)	150	1	400.00	60,000.00
10	Center Tables with cover / Glass Top	45	1	500.00	22,500.00
	Spotless (Maroon Color) Carpeting in				

11 main venue - Cricket Ground. (Opposite to 1 Job 1 60,00 Stage till First line of Guest) (B) Lighting & Luminaries:	-	2,178,700.00	-		
111 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					

(B) L	ighting & Lummaries.	2,178,700.00			
12	Installation of Trussing with Perkin Lights on Stage (Trussing should be in good condition) Heigh and Width as as per Stage Size: 36'x24'	1 Job	1	100,000.00	100,000.00

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ahraugh Vital. Advocate Ledger No. 3935/KBA

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		1 Job	1	100,000.00	100,000.00
	Lightning in Convocation marquee (Cricket Ground) & Refreshment area (canopy style)			**	
14	Lightning behind Tabba Block for Group Photo session.	1 Job	1	20,000.00	20,000.00
	Lightning in Parking Area, Opposite IBA Main Gate, Gate 2, 3, and Gate 1, on way of Gate 3A to Convocation	1 Job	1	100,000.00	100,000.0
16	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	75,000.00	75,000.00
	Sub Total (B)	Rs. 395,0	00.00		
	Total $(A) + (B)$	Rs. 2,573,			
	13% SST	Rs. 334,5	581.00		
	Grand Total Amount	Rs. 2,908,	281.00		

Important Note:

- For Rehearsal on dated November 29, 2019 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 November 30, 2019. (11:00 pm)
- 3. Complete decoration arrangement including Luminary & allied support services.
- 4. 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:

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S. No	Description			
1.				
	i.	No Patches		
	ii.	No Holes		
	iii.	Should be same as sample provided by the bidder		
	iv.	Not DE colored		
2.	Staff			
	i.	Should be proper uniform		
	ii.	Minimum Twenty supporting staff		
3.	Furni	ture Quality plus Carpet		
	i.	Neat & Clean		
	ii.	Not Repaired or Broken		
6.	Air C	ondition & Pedestal Fans		
	i.	All Floor standing ACs & pedestal fans should be or		
		optimum performance		
	ii.	Good Condition		
	iii.	Functional		
	iv.	Noiseless / Minimum Echo		
	٧.	Properly wired (adequately hidden under carpet etc)		
	vi.	Clean		
	vii.	Vehicle mounted AC & generator noise should not cause		
		disturbance during the event.		
7.	Adequ	ate lighting in all specified areas		
8.	All fac	ilities should be up and running by 10am on the convocation		
	day (in	cluding 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/02/19-20.

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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**

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

Article VII: INDEMNITY

- "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.
- Any / all in toward incident(s) / accident(s) / mishap(s) is / are the 7.2 responsibilities of the Service Provider and its indemnification.



MUHAMMAD SHOAIB ARAFIT Stamp Vender L/No. # E -4, Flat No. 163 Zubair Nadeem Plaza f nand Bibi Road Nama Wara Ong: City Courts Karaen

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Through With As ZAFAR ALAM
Advocate
Unipose (CCO S) Abodger No. 75127H. O
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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.

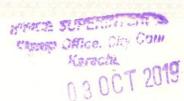
Article IX: INTEGRITY PACT

- 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 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, contact, or other instrument, be stand void at the discretion of the IBA.

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STAMP OFFICE CIT	Y COURT, KARACHI
Issued to MR. ASI)	& Donal Alla
CNICAEG NO	1758/NBD
Vide D.S.R. No. 17	013-10-4
On behalf of Challan No	25 DI 1-10-4
for the purpose of	.0
Entry No.	Dr 3-10-4
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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

10.1If 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.
- 11.2Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 11.3This agreement will be enforced and effective with immediate effect as per Work Order.
- 11.4The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.

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STAMP OFFICE CITY	COUNT, KARACHI
ssued to MR, ASTY	and Ally
CNIC/LEG No.	1759/43 A
Vide D.S.R. No. 17	Dt. 3-10-4
On behalf of Challan No. 35	0:1-10-19
for the purpose of	3-12-10
Entry No. 17	01.0-16-9

WHEE SUPSEMBLES Streets. 03 OCT 2019



IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

Aamer Shahbbir Wing Commander (Retd) General Manager Administration Institute of Business Administration (IBA), Karachi, Pakistan / 5/19

"IBA"

NAME: Aamer Shabbir Khan

CNIC #

Address:

G. M. Admin, Institute of Business

Administration Main Campus University Road, Karachi

NAME: Mr. M. Maqbool Hassan

CNIC # 42201-2324334-7

Address:

1st Supper Center, ST-13

Block-9, Khayaban-e-Jami, Clifton, Karachi.

Silen NE

M. SOHAIL KHAN

Manager Purchase & Stores CNIC# Kerechi-Pakistan

Address: __

SYED SABIR ALI.

CNIC # 42301-0752946-3

Address: H.NO.966, STREET

15-A, MEHMOODABAD-4.