

## **AGREEMENT**

19-11

THIS AGREEMENT is executed at KARACHI, on this day November\_\_\_\_\_, 2018.

### **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 Star Guest House, having its office at Near PTCL Exchange (Opposite PPHI Office Civil Hospital Mithi 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 General Manager, Mr. Kishore Kumar holding CNIC No: 44101-7670291-7 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Catering & Physical Facilities Services at DIPLO vide Tender # MISC/08/18-19.

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

### **WITNESSETH**

"IBA" hereby offer to appoint M/s Star Guest House as their official Services Provider for the specific purpose of "Catering & Physical Facilities Services at DIPLO" 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 Catering & Physical Facilities Services at DIPLO. "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 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/08/18-19.
- 1.4 The scope of work and services may varies and the Service Provider will provide the same in accordance to the Variation Order.
- 1.5 Transportation/Cartage/Deliveries will be the responsibility of the services provider.
- 1.6 All terms & conditions vide re-tender # MISC/08/18-19 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/08/18-19.
- 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.
- 2.3 Food quality and fresh ingredients are required to prepare foods. Adulteration, contamination, potential hazardous, expired foods would not be accepted and discouraged to prepare by.
- 2.4 PSQCA approved ingredient should be used.
- 2.5 THE SERVICE PROVIDER must ensure Environmental Friendly procedure to make the all food items.
- 2.6 Good quality cutlery, crockery and water set.
- 2.7 Quality of Furniture Items should be matched as per BoQ mentioned in the bidding documents.
- 2.8 Theatrical sitting in Auditorium / Hall is required with working Air Conditioning System.

**Article III**  
**MANPOWER REQUIREMENT**



- 3.1 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.
- 3.2 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 3.3 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. 577,500.00 (inclusive of all taxes) for Catering & Physical Facilities Services at DIPLO but limited to in tender vide # MISC/08/18-19 variation may occurred.
- 4.2 Liquidity damages 10% of the total amount will be imposed for which the M/s Star Guest House 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 "Catering & Physical Facilities Services at DIPLO", 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:

##### **Physical Facilities (A): 3pm to 9pm**

- a) Event Hall (Air conditioned) Rental for 20 days
  - b) 35 Chairs
  - c) UPS Backup for 8 (Lights) and 01 (Projector)
  - d) Generator Backup for Air Conditioning, Lights & Projector
  - e) Projector with Screen Mic and Speaker System (Projector lumens 4500)
  - f) Air Conditioning tonnage/capacity (6 tons)
  - g) Water Dispenser with 5 gallon / 18.9 litre bottle of Aquafina / Nestle / Culligan
- (qty 01)
- h) One Helper Aged 25-45 years (present during the meeting)

- i) White Board Movable Size: 5' x 3' (qty 01)

Sub Total Amount (A): Rs. 330,000.00 (Including Taxes)

**Catering Dinner (B):**

- a) Food for 25 people and 20 days only for dinner at 8pm (approx.)  
i.e. 20 x 25 = 500 servings
  - b) Chicken Qorma or Chicken Karhai (alternately)
  - c) Mix Sabzi (change sabzi daily)
  - d) Chapati
  - e) Chicken Biryani / Vegetable Biryani (alternately)
  - f) Salad
  - g) Raita
  - h) Soft Drink (Chilled)
  - i) Tea x 2 times per day
  - j) Cookies x 2 time per day (according to requirement)
- Crockery & Cutlery along with tables / buffet, covers & ancillary items

Sub Total Amount (B): Rs. 247,500.00 (Including Taxes)

**Total (A) + (B) Rs. 330,000.00 + Rs. 247,500.00**

**13% SST Rs. Included**

**Grand Total Amount: Rs. 577,500.00**

- 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 will be same as per offered vide Tender # MISC/08/18-19.

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

## **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

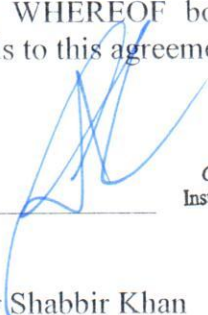
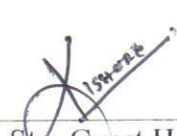
facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion 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.
- 10.2 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 10.3 This agreement will be enforced and effective with immediate effect as per Work 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"  NAME: Aamer Shabbir Khan  CNIC # _____  Address:  <u>G. M. Admin, Institute of Business</u> <u>Administration Main Campus</u>	<p><b>Aamer Shahbbir</b> Wing Commander (Retd) General Manager Administration Institute of Business Administration (IBA), Karachi, Pakistan</p>  _____ M/s Star Guest House  NAME: Mr. Kishore Kumar  CNIC # <b>44101-7670291-7</b>  Address:  Near PTCL Exchange (Opposite PPHI Office Civil Hospital
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University Road, Karachi

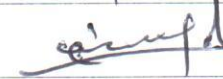
Mithi

WITNESS:

1. SANTOSH KUMAR  
S/o HARISH KUMAR  
4430 

CNIC # 44303-9536598-7

Address: LOHANA Mohala  
MITHI

2. KAMLESH KUMAR  
S/o KIRSHAN LAL  


CNIC # 44303-3142314-3

Address: BIRHAMAN Mohala  
MITHI

