

M. ZUBAIR MIRANI STAMP VENDOR

Shop No.18, Karim Plaza, Near Civic Centre, Karachi

Lic. No. 04

S.NO.

DATE 12 OCT 2018

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE

VALUE RS. (Attested)

STAMP VENDOR'S SIGNATURE

Not For Use Free Will & ...

Vendor Not Responsible for ...

6475

MALIK SHEKH

AFSAR ADV

(RUPEES FIVE HUNDRED ONLY)

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day November 15, 2018.

### **BETWEEN**

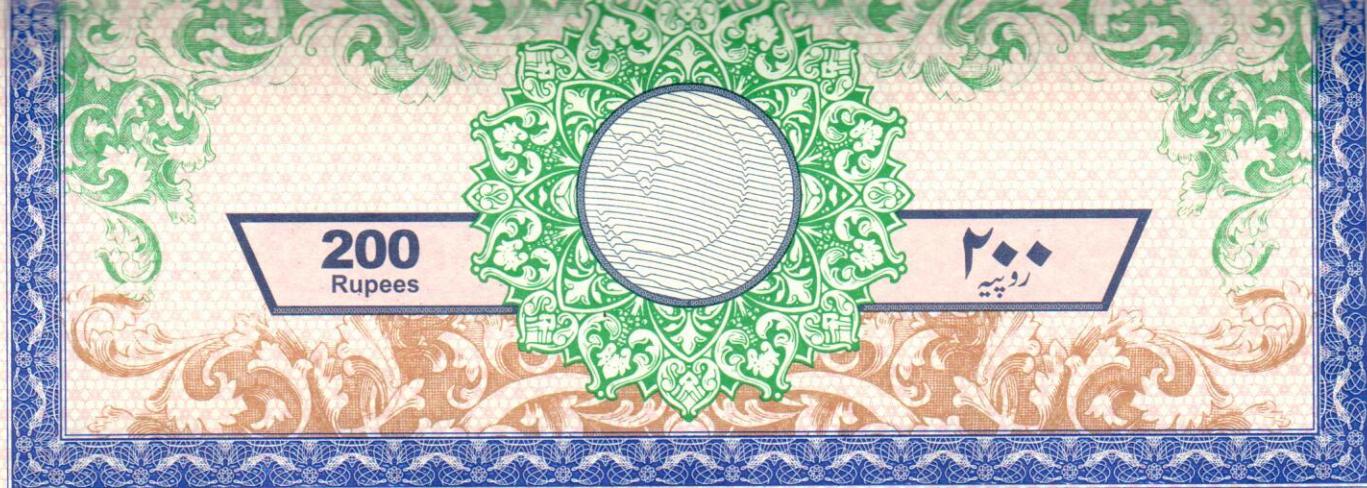
**M/s Institute of Business Administration, Karachi** through its Registrar, located at **Main Campus, University Road, Karachi**, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

### **AND**

**M/s Al-Rashid Studio**, having its office at **Shop # A-1, Abid Apartment, Block-2, 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 its proprietor M. Rashid holding CNIC No. 42201-0560161-9 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Photography & Video Services for Convocation-2018 at IBA Main Campus as assigned in accordance to the tender vide # ES/01/18-19 at the cost of **Rs.242,950.00 Inclusive all taxes**. The basis with the works/jobs of items as per tender vide # ES/01/18-19 (IBA requirement) discussions in respect of the same as per determination of scope of works will be held





M. ZUBAIR MIRANI STAMP VENDOR

Shop No. 10, Karim Plaza, Near Civic Centre Karachi

Lic. No. 01

S.NO.

DATE 08 NOV 2018

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE

VALUE RS. ....

STAMP VENDOR'S SIGNATURE

Not For Use: Prop. Will & Oath, Good

Vender Not Responsible Any Fake Documentation

with Sr. Manager Procurement & Stores and "THE SERVICE PROVIDER" have offered to render all kind of works/jobs (including but not limited to the "works/jobs mentioned in Work Order") of the proposed works up to the satisfaction & handing over the project to the "IBA" having accepted the offer in finished form complete in all respect.

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

### WITNESSETH

"IBA" hereby offer to appoint "THE SERVICE PROVIDER" as their official work executor for the specific purpose of "Works & Services" in respect of the same with "IBA" as per the determination of scope of works/jobs. "THE SERVICE PROVIDER" hereby agree to the offer the "IBA" in acceptance of the terms & conditions here in below forth. However, the terms and conditions of the tender document vide # ES/01/18-19 would be integral part of this agreement.

### Article I:

### **DUTIES & SCOPE OF WORK & AGREEMENT**

- 1.1 This Agreement includes, the "services & works", discussions with "IBA" as per determination of scope of services & time line to suitable scale with any/all other relevant details to "IBA".
- 1.2 "THE SERVICE PROVIDER" agrees to provide any/all kind of services related to execution of work/job to "IBA" whenever and wherever is required as per the terms & conditions of this Agreement.
- 1.3 "THE SERVICE PROVIDER" will coordinate for required/assigned works/jobs/project with Manager Purchase & Stores, of the "IBA" who will advise "THE SERVICE PROVIDER" in supervision of proposed works/jobs related.
- 1.4 "THE CONTRACTOR" is bound to provide items including Still Photography (Digital), Video Recording (Digital) with live streaming on convocation day, Photo Album & Printing of Photographs and manpower according to the BoQ vide tender # ES/01/18-19.
- 1.5 It will be responsibility of the Contractor to remove debris/sludge/garbage/waste material/left over material, machineries, equipment and manpower from the site at their own cost after completion of works/jobs/project. However, clearance will be required from Manager Purchase & Stores.





M. ZUBAIR MIRZA Any additional work/job, if required / necessary etc over and above/extra the BoQ, will be executed on the basis of Variation Order.

S.NO. 1.7 All staff must have CNIC and clearly mentioned to discourage work through child labor.

DATE 25 OCT 2018  
ISSUED TO WITH ADDRESS  
THROUGH WITH ADDRESS  
PURPOSE  
VALUE RS. (Attested)  
STAMP VENDOR'S SIGNATURE  
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Vendor Not Responsible For Any Take Documentation

Advocate

## Article II

### SCOPE OF PROFESSIONAL SERVICES & WORKS:

- 2.1 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the works and to check the execution of works in accordance with the Description & Specification vide Tender # ES/01/18-19.
- 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 REMUNERATION

- 3.1 The cost offered by the Contractor is Rs. 242,950.00 (inclusive of all taxes) vide Tender # ES/01/18-19.

S. #	Description	Qty	Rate (Rs.)	Amount (R)
1	<b>Still Photography (Digital)</b> With 5 DSLR Camera Soft Copies: 1000 pictures (approx), Number of CDs: 6	1 Job for One Day	25,000.00	25,000
2	<b>Video Recording (Digital)</b> With 3 HD Camera, Full Mixing Unit, HD Mixture unit system, Online Editor Number of DVDs: 2, Number of VCDs: 2 System DVD with live web streaming on IBA website	(a) 1 Job for Two Days  (b) Live Streaming on Convocation Day	50,000.00	50,000
3	<b>Photo HD Album</b> Album Size: 12"x 9" For 50 pictures approx. 13 hard leaves, With Title & Back Covers Leatherette molded Album (Crimson Colour) As per sample	2 Albums	10,000.00	20,000



4	Placement of P4 SMD Screen Size: 12' (Width) x 12' (Height) Including Trussing, complete operation and Operator for Outdoor Visible at afternoon session		For  One Day	60,000.00	120,000.
	P4 NOUA STAR (Size 12 x 12)				
	Maximum Resolution	1560 x 1020 x 60			
	Visibility	6 meter			
	Pixel	128mm			
	Block	29inch			
	Processor	1560 x 10 x 20			
	Note: Demo of the SMD must be given a day before event				
Total			Rs. 215,000.00		
13% SST			Rs. 27,950.00		
Total Amount			Rs. 242,950.00		

- 3.2 Payment will be made after completion of works/jobs/project and submission of bill/invoice.
- 3.3 Advance Payment subject to Bank Guarantee.
- 3.4 Performance Security 5% of total amount of Work Order must be deposited to the IBA, Karachi. Security Deposit will be released after clearance of invoice which will be submit after completion of satisfactory work.
- 3.5 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- 3.6 Stamp duty 0.35% for Services against total value of Work Order will be levied accordingly.
- 3.7 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 3.8 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by M/s Al-Rashid Studio as per SRO/Notification.
- 3.9 A liquidity damages @ 2% per month, of the total agreed payment, of the total cost will be imposed in case of delayed delivery. Penalty will be imposed after 07 days subject to services by IBA before the starting date mentioned on the Work Order.

#### **Article IV:** **ARBITRATION**

- 4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA and CEO of the "THE SERVICE PROVIDER" for arbitration/settling of the



binding to 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 V:**  
**TERMINATION**

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.
- 5.2 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.

**Article VI:**  
**INDEMNITY**

- 6.1 "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 & works provided by "IBA" and any person claiming through the IBA.

**Article VII:**  
**NOTICE**

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

**Article VIII:**  
**INTEGRITY PACT**

- 8.1 Its intention not to obtain the 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).
- 8.2 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.
- 8.3 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.
- 8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, manufacturer/supplier/distributor agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay

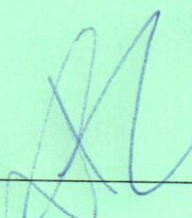


compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**Article IX:**  
**MISCELLANEOUS**

- 8.1 Works/job/project will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 8.4 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.
- 8.5 The validity of the contract will be effective from the date of issue of Work Order.
- 8.6 All terms and conditions of tender vide # ES/01/18-19 will be the integral part of this agreement and can't be revoked.

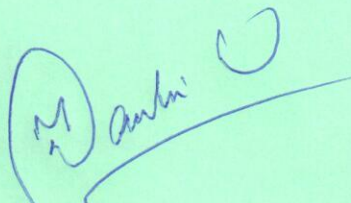
IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

  
\_\_\_\_\_  
"IBA" **Aamer Shabbir**  
Wing Commander (Ret.)  
General Manager Admins:  
Institute of Business Administration  
Karachi, Pakistan

NAME: Aamer Shabbir Khan

CNIC # \_\_\_\_\_

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


  
\_\_\_\_\_  
M/s Al-Rashid Studio

NAME: M. Rashid

CNIC # 42201-0560161-9

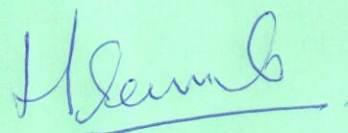
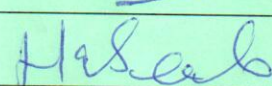
Address:  
Shop # A-1,  
Block '2', Gulshan-e-Iqbal,  
Karachi

**WITNESS**

1.   
\_\_\_\_\_  
**M. SOHAIL KHAN**  
Manager Purchase & Stores  
Institute of Business Administration  
Karachi-Pakistan

CNIC # \_\_\_\_\_

Address: \_\_\_\_\_

2.   
\_\_\_\_\_  
  
\_\_\_\_\_

CNIC# \_\_\_\_\_

Address: \_\_\_\_\_