

ARFAN HUSSAIN SHAH Stamp Vendor  
Licence No.21, Office No. 508, 5th Floor,  
Al-Bashir Trade Centre, Opp. City Court Karachi  
S.NO. 18466 DATE .....

23 OCT 2018

RUPEES ONE THOUSAND ONLY

ISSUED TO WITH ADDRESS **IRFAN ALI SHAIKH**  
THROUGH WITH ADDRESS **Advocate**  
PURPOSE .....  
VALUE RS. .... ATTACHED **445 KBA**  
STAMP VENDOR'S SIGNATURE

### AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day October 24TH, 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 Manzoor Sons, having its office at 1<sup>st</sup> 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 Event Manager, Mr. M. Shakil Ahmed holding CNIC No. 42301-9176388-7 on the SECOND PART.

WHEREAS "IBA" intends to obtain Decoration Services for Convocation-2018 vide Tender # MISC/02/18-19.

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.

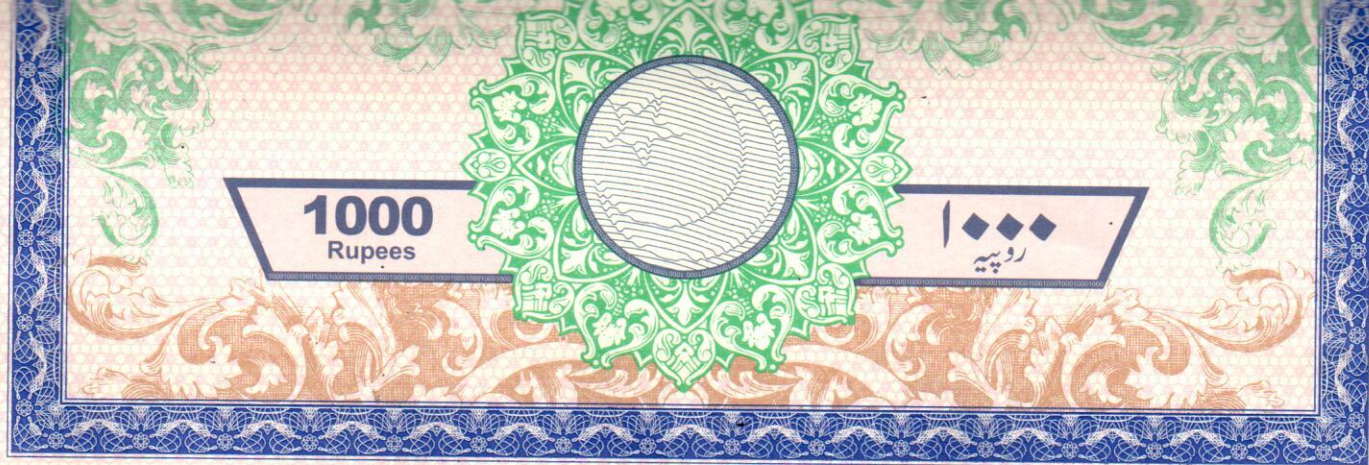
### Article I:

### 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).





23 OCT 2018

ARFAN HUSSAIN SHAH Stamp Vendor

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S.NO. 11117 DATE 23 OCT 2018

ISSUED TO WITH ADDRESS..... Advocate

THROUGH WITH ADDRESS .. Leg. # 445 KBA

PURPOSE .....

VALUE RS..... ATTACHED

STAMP VENDOR'S SIGNATURE

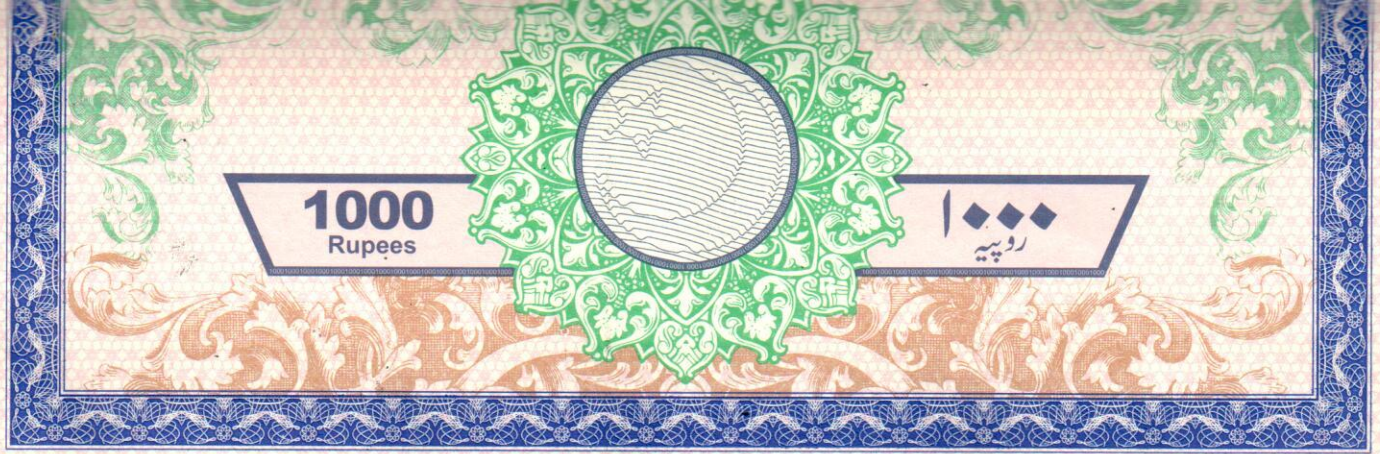
RUPEES ONE THOUSAND ONLY

#### Article IV REMUNERATION

- 4.1 The cost offered by the Service Provider is Rs. 2,274,182.00 (inclusive of all taxes) for Decoration Services for Convocation-2018 but limited to in tender vide # MISC/02/18-19 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.
- 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-2018", 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:

				M/s.Manzoor Sons	
S. #	Description	Qty	Days	Rate (Rs.)	Amount (Rs.)
(A) Complete Venue Setup Including:					
1	(a) (a) Frill Marquee with wall panels to cover entire Convocation Pandal (Cricket Ground) Size: 64800 sq.ft (approx.)	1	3	175,000.00	525,000.00
	(b) Air Condition System Complete in all respect to provide cooling for temperature control in the Marquee of Convocation 64800 sq.ft covered area (Cricket Ground): i. 160 tons i.e. (4 ton x 40 Floor Standing Units) with Generator (Diesel Provided by IBA, Karachi)	1 Job	1		480,000.00





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S.NO. 19458 DATE 23 OCT 2018  
ISSUED TO WITH ADDRESS ARFAN ALI SHAIKH  
THROUGH WITH ADDRESS Advocate  
PURPOSE 1.3 THE SERVICE PROVIDER is bound to provide items according to the terms  
VALUE RS 1000 & conditions vide Tender # MISC/02/18-19.  
STAMP VENDOR's SIGNATURE

RUPEES ONE THOUSAND ONLY

- 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/02/18-19 will be the integral part of this agreement.

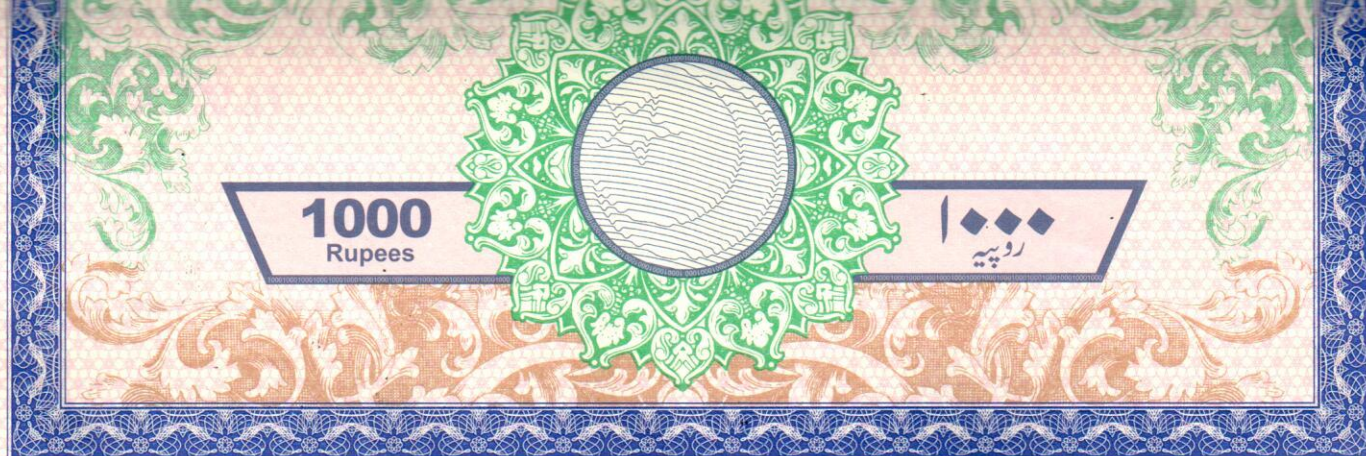
## Article II SCOPE OF PROFESSIONAL SERVICES:

- 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/02/18-19.
- 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 Quality of Furniture Items should be matched as per BoQ mentioned in the bidding documents.
- 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.





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S.NO. .... DATE .....

ISSUED TO WITH ADDRESS.....

THROUGH WITH ADDRESS.....

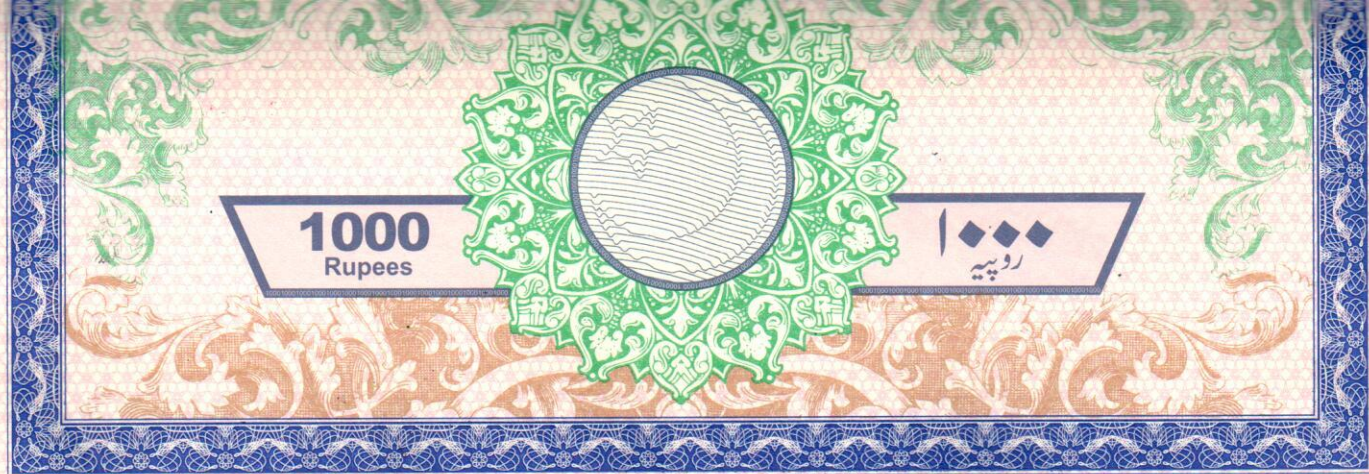
PURPOSE .....

VALUE RS..... ATTACHED.....

STAMP VENDOR'S SIGNATURE.....

ii. Vehicle mounted with Generators					
Also less High Blow Units 50 tons / i.e. (25 ton x 2 high blow units)					
(Diesel) Provided by IBA, Karachi)					
2	Presidential Chair	1	1	2,250.00	2,250.00
3	VVIP Chairs	8	1	2,250.00	18,000.00
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'	1	3	9,600.00	28,800.00
6	Stage Carpet Color = Beige Color	36'x24'	2	9,000.00	18,000.00
7	Two Seater Sofas (150 for Guest & VVIP in Main Pandal)	150	1	1,500.00	225,000.00
<b>Chairs Low Back (foamy back &amp; seat)</b>					
8	(a) Black Cover - Low Back Chair	2200	1	65.00	143,000.00
	(b) Black Cover - Low Back Chair	800	2	65.00	104,000.00
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
11	Spotless (Maroon Color) Carpeting in main venue - Cricket Ground. (Opposite to Stage till First line of Guest) – Picture attached.	1 Job	1	60,000.00	60,000.00
<b>(B) Lighting &amp; Luminaries:</b>					
12	Lighting in Convocation marquee (Cricket Ground) & Refreshment area (canopy style)	1 Job	1	100,000.00	100,000.00
13	Lighting behind Tabba Block for Group Photo session.	1 Job	1	15,000.00	15,000.00
14	Lighting 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	100,000.00
15	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
<b>Sub Total (B)</b>				Rs. 290,000.00	
<b>Total (A) + (B)</b>				Rs. 2,012,550.00	





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Advocate	13% SST	Rs. 261,632.00
Grand Total Amount		Rs. 2,274,182.00

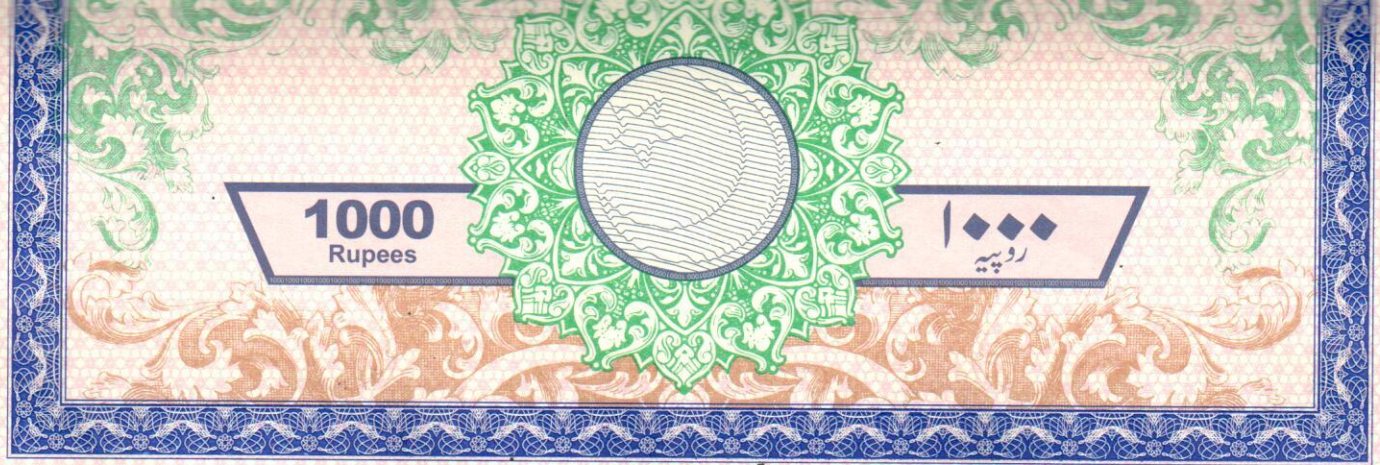
**Important Note:**

- For Rehearsal on dated November 28, 2018 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, 2018. (11:00 pm)
- Complete decoration arrangement including Luminary & allied support services.
- Marque / Wall Panels / Kanat / Pole Cover should be beige color.
  - Please provide sample of Marque (**Net fabric not acceptable**)
  - IBA will penalize up to 10% of the item value on substandard delivery of following items/services:

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





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S.NO. 18171 DATE .....  
ISSUED TO WITH ADDRESS .....  
THROUGH WITH ADDRESS .....  
PURPOSE .....  
VALUE RS. .... ATTACHED # 445 KBA  
STAMP VENDOR's SIGNATURE

Advocate  
SPPRA.

4.10 Charges / rentals will be same as per offered vide Tender # MISC/02/18-19.

**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**

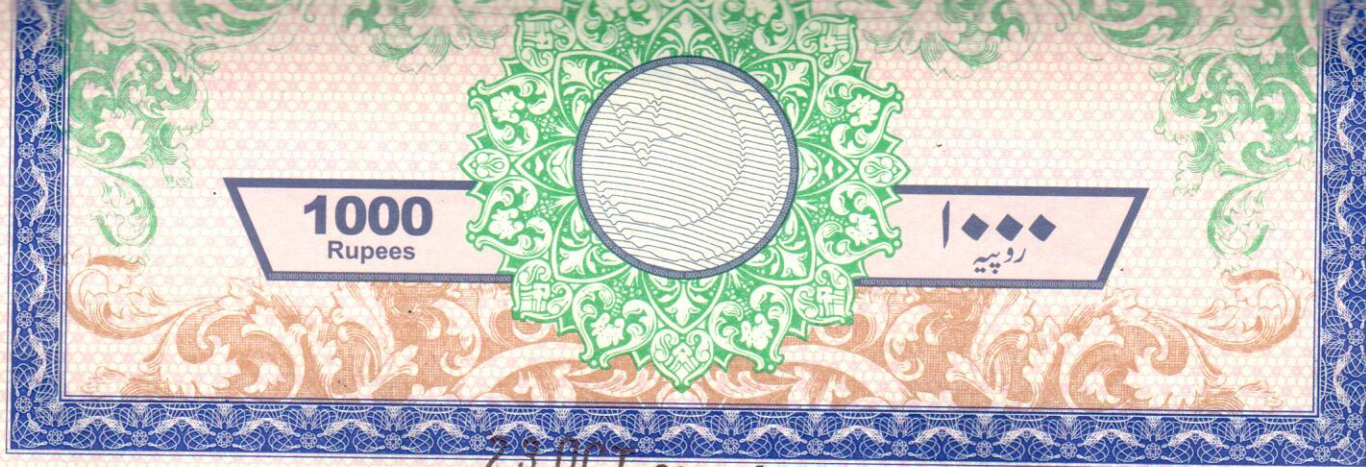
- 7.1 "THE SERVICE PROVIDER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SERVICE PROVIDER", as a result of any defect in the title of IBA or any 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**





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S.NO. 18472 ARFAN ALI SHAIKH

ISSUED TO WITH ADDRESS Advocate

THROUGH WITH ADDRESS Leg #445 KBA

PURPOSE ATTACHED

VALUE RS. The intention not to obtain the procurement / work of any Contract, right,

STAMP VENDOR'S SIGNATURE

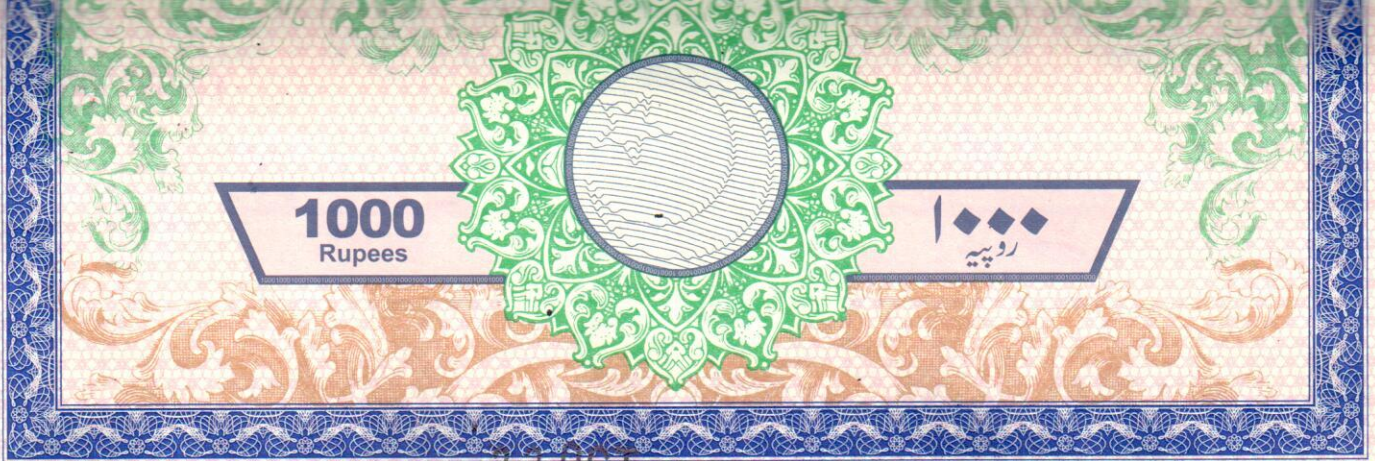
interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).

- 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.





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23 OCT 2018

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S.NO. 19422 DATE 23 OCT 2018  
ISSUED TO WITH ADDRESS ARFAN ALI SHAIKH

THROUGH WITH ADDRESS Advocate

PURPOSE Log # 445 KBA

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- 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.

Aamer Shabbir  
Wing Commander (Retd)  
General Manager Administration  
Institute of Business Administration  
Karachi, Pakistan

"IBA"

NAME: Aamer Shabbir Khan

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

Address:

G. M. Admin, Institute of Business

Administration Main Campus  
University Road, Karachi

Shakil

M/s Manzoor Sons

NAME: Mr. M. Shakil Ahmed

CNIC # 42301-9176388-7

Address:

1<sup>st</sup> Supper Center, ST-13

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

WITNESS:

1. Muhammad Nagib  
-Ur-Rehman  
Nagib

CNIC # 42301-0495197-1

Address: House No BB-62

Defence View  
Ph 2.

2. [Signature]

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

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