

**M. Israr Anjum Stamp Vendor**

Licence # 01, Shop No. B-158-2, Gulistan-e-Jamuna  
Block-11, Karachi.

S.NO..... DATE..... 3762

Issued To With Address..... 22 JUL 2019

Through With Address.....

Purpose.....

Value Rs..... Attested

Stamp Vendor's Signature

Not For Use For.....

Vendor Not Responsible Any Fake Document

(RUPEES ONE HUNDRED ONLY)

**Muhammad Waris Khan Ajmeri**  
**Advocate Legal**

**AGREEMENT**

**Photography & Media Services (Framework / Rate Running Contract)**

THIS AGREEMENT is executed at KARACHI, on this day August 02, 2019.

#### BETWEEN

M/s Institute of Business Administration, Karachi through its General Manager, 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 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.

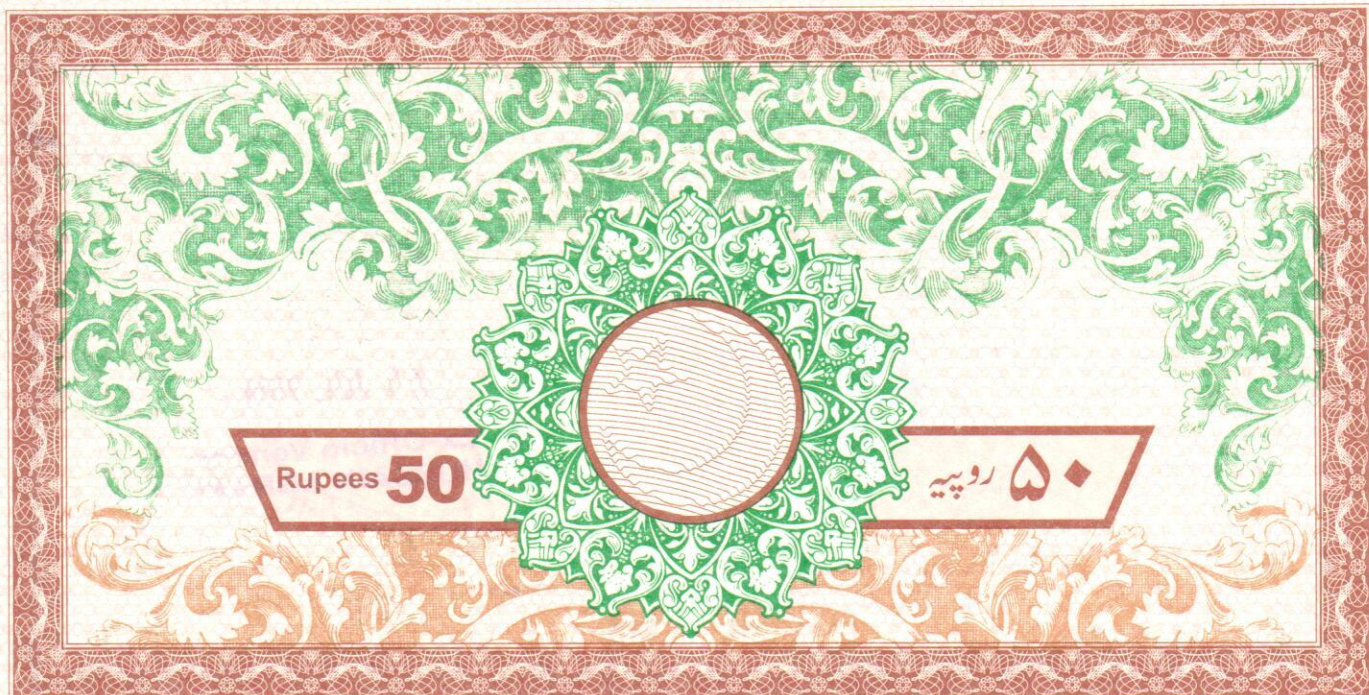
**WHEREAS** "IBA" intends to obtain Photography & Media Services (Framework / Rate Running Contract) vide Tender # ES/02/18-19.

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

#### WITNESSETH

"IBA" hereby offer to appoint M/s Al-Rashid Studio as their official Services Provider for the specific purpose of "Photography & Media Services (Framework / Rate Running Contract)" in respect of the same with "IBA" before the determination of scope of services to "IBA" for Photography & Media Services (Framework / Rate Running Contract). "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.





STAMP OFFICE CITY COURT, KARACHI

Issued to: M. Asif Adv.  
 CNIC/LEG No: 6044 KBA  
 Vide D.S.R. No: 9 dt. 26-7-19  
 On behalf of: 300 dt. 16-7-19  
 for the purpose of:   
 Entry No: 9 dt. 26-7-19

(RUPEES FIFTY)

**Article I****DUTIES & SCOPE OF SERVICE AND AGREEMENT**

- 1.1 "THE SERVICE PROVIDER" agrees to provide any/all kind of Photography & Media Services (Framework / Rate Running Contract) to "IBA" whenever and wherever required as per the terms & conditions of this Agreement.
- 1.2 All item(s) must be provided on which the delivery execution, quantity, quality & specs are specified. Non-compliance with this condition renders the goods/services/works liable to non-acceptance.
- 1.3 The period of Execution will identify on Contract Agreement for One year / 12 months extendable with mutual consent.
- 1.4 Liquidity damage will be imposed due to delayed in timing & if deemed necessary termination of the contract may be awarded in the interest of commuter prejudice.
- 1.5 Payment will be paid after deduction of withholding Tax / Service Tax as per government regulations.
- 1.6 IBA, Karachi reserve the right to cancel any or all the items if job is not in accordance with our specification or if the completion of services is delayed.
- 1.7 Invoice / bill should be submitted to Purchase & Stores Department with Satisfactory Note of the Client.
- 1.8 Inspection of premises will be carried on specified dates & communicated to the Service Provider accordingly.
- 1.9 No Sub-letting is allowed during contract period.
- 1.10 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 1.11 It will be charged at actual as per SRO.



- 1.12 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- 1.13 Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
- 1.14 Agreed rate as per agreement will not revise during the agreement period.
- 1.15 The billing will be made on monthly basis. Bills preferably should be typed and in triplicate, and should be submitted to IBA, Karachi Purchase Office with Satisfactory.
- 1.16 This is Rate Running Contract for ONE year / 12 months. Quantity may be fluctuated and varies with requirement. Expected quantity/services would be one each month / 12 per year.
- 1.17 The contract may be valid for one year and extendable with mutual consent. However, reviewed shall be made on every 12 months.
- 1.18 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.19 IBA is no smoking zone. Cigarette smoking, Pan/Beatle Leaf & Gutka chewing is not allowed. Alcohol drinking & use of any intoxicant is prohibited in IBA, Karachi premises.

## **Article II** **REMUNERATION**

- 2.1 The rates , charge(s) & cost offered by the Service Provider will be according to the tender # ES/02/18-19 but not limited to the specified quantity. The Photography & Media Services & payment will be made on approved rate/charges/cost.

Sr. #	Description	Expected no. of events, per event up to 3 hours	Amount per event / unit
<b>1</b>	Still Photography (DSLR Camera)		
a	Camera DSLR Basic Lens with DVD	200	2,000
b	Camera DSLR Photography & Kit Camera with DVD	10	5,000
<b>2</b>	DSLR Videography with DVD	20	10,000
<b>3</b>	HD Videography (With Single Camera & Two Cameras) with DVD	20	10,000
a	Camera DSLR Full Video Film with DVD	10	15,000
b	Camera DSLR 1 to 5 Minutes Promo Film with DVD	5	20,000
<b>4</b>	Digital Videography (With Single Camera & Two Cameras) OB Mixture Unit System Online Video + Audio Recording with Mixer & DVD	10	50,000
a	Camera HD Film with DVD	10	10,000



b	Camera HD Film + Live Streaming + VTR Convertor with DVD	15	15,000
c	Camera HD Film + Live Streaming with DVD	15	10,000
<b>5</b>	Printing of Pictures on Hardcopy on photo paper Kodak / Fuji / Agfa or equivalent		
a	Size 5x7	400 pictures	30
b	Size 6x8	50 Pictures	50
c	Size 8x10	500 Pictures	250
d	Size 10x12	300 Pictures	300
e	Size 12x16	50 Pictures	400
f	Size 16x20	20 Pictures	500
g	Size 20x24 Crystal Mount	50 Pictures	5,000
<b>6</b>	Pasting Album (Different Sizes)		
a	Size 5x7 per page photo	--	100
b	Size 6x8	--	120
c	Size 8x10	--	130
d	Size 10x12	--	150
e	Size 12x13 (10 Sheets)	10	2,000
f	Size 16x24	--	3,000
g	Size 24x30	--	4,000
<b>7</b>	Hiding Photo Frames (Different sizes)		
a	Size 5x7	20	300
b	Size 6x8	100	500
c	Size 8x10	100	700
d	Size 10x12	20	1,000
e	Size 12x16	20	1,500
f	Size 16 x 20	10	3,000
g	Size 20x24	20	4,500
<b>9</b>	LED TV 40" (One Day Rental) with fixture, commissioning & operation	200	5,000
<b>10</b>	LED TV 42" (One Day Rental) with fixture, commissioning & operation	200	6,000
<b>11</b>	LED TV 50" (One Day Rental) with fixture, commissioning & operation	Nil	10,000



<b>12</b>	SMD Wall (P4 & P5 or highest in Market ) per hour / per day / rental (With Trussing and Without Trussing)		
a	SMD P-1	--	100,000
b	SMD P-2	--	90,000
c	SMD P-3	--	80,000
d	SMD P-4	8	70,000
e	SMD P-5	8	60,000
f	SMD P-6	--	50,000
g	SMD P-7	--	40,000
H	SMD P-8	--	40,000
i	SMD P-9	--	40,000
j	SMD P-10	--	40,000
<b>13</b>	SMD Sizes		
a	SMD Size 5x7 feet	--	10,000
b	SMD Size 6x10 feet	--	20,000
c	SMD Size 8x10 feet	--	30,000
d	SMD Size 10x12 feet	-8	40,000
e	SMD Size 12x14 feet	8	50,000
f	SMD Size 16x24 feet	8	60,000
g	SMD Size 24x30 feet	--	100,000
<b>14</b>	Mount Crystal Picture Framing (20x24)		
a	Mount Crystal Picture Size 5x7	10	200
b	Mount Crystal Picture Size 6x8	10	300
c	Mount Crystal Picture Size 8x10	10	500
d	Mount Crystal Picture Size 10x12	10	700
e	Mount Crystal Picture Size 12x16	5	2,000
f	Mount Crystal Picture Size 16x24	5	3,500
g	Mount Crystal Picture Size 24x30	5	6,000
<b>15</b>	PVC Photo Albums (Different Sizes)		
	Frame PVC Size 5x7	4	5,000



	Frame PVC Size 6x8	10	10,000
	Frame PVC Size 8x10	2	15,000
	Frame PVC Size 12x18	10	20,000
	Frame PVC Size 12x36	4	30,000
16	Web steaming equipment		
17	Dany USB TV Tuner Card recommended model U-2000 or higher		5,000
18	Video Mixer	10	30,000
19	Audio Mixer	10	40,000
20	Aux Cable	10	6,000
21	Jip Camera	10	21,000
22	Drone / Helicam Camera	5	15,000
23	Jacket Camera	2	10,000
<b>Total</b>			<b>Rs. 1,340,730.00</b>
<b>13% SST</b>			<b>Rs. 174,294.90</b>
<b>Total Amount</b>			<b>Rs. 1,515,024.90</b>

2.2 The Service Provider should provide 5% Performance Security of total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract / Warranty, whichever is longest.

2.3 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Work Order.

2.4 Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.

2.5 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.

2.6 Any event should be informed through prior work order at least 48 hours.

2.7 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by the Service Provider as per SRO/Notification.

2.8 A liquidated damages @ 2% per month, of the total agreed payment, of the total cost due to delayed in timing & if deemed necessary termination of the contract may be awarded in the interest of the IBA without prejudice & public interests.



**Article III**  
**ARBITRATION**

3.1 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 General Manager IBA, 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 IV**  
**TERMINATION**

4.1 At any stage if the Service Provider found to bypass any condition(s) of the agreement, the contract will be terminated immediately and the payment(s) will be confiscated in favor of the Client. The decision of the Client will be final and should be abided by the Service Provider and the client. That upon termination of this agreement the agency shall be permitted to remove all its devices, equipment and manpower which may have been placed at premises from the time to time.

**Article V**  
**INDEMNITY**

5.1 "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 VI**  
**NOTICE**

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

**Article VII**  
**SEVERABILITY**

7.1 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 VIII**  
**INTEGRITY PACT**

8.1 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).

8.2 Without limiting the generality of the forgoing the M/s Al-Rashid Studio 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 M/s Al-Rashid Studio 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.

8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Al-Rashid Studio 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 M/s Al-Rashid Studio 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** **DIGITAL NEGATIVES, PRINTS & COPYRIGHTS**

9.1 All photographs, videos, digital negatives and prints produced by the Service Provider must be protected and may not be reproduced in any manner without IBA's explicit written permission. THE SERVICE PROVIDER hereby waives any claims for ownership, editorial control and use of the images, videos. The resulting images will be transferred to IBA.

9.2 The negatives and/or digital files will not be used by the Service Provider for electronic reproduction and distribution of photographs.

9.3 The Service Provider shall not publish, sell, or otherwise use the images & videos for any unauthorized personal or commercial purpose without the express written permission of IBA. The Service Provider shall take all necessary measures to prevent the unauthorized use and distribution of IBA images & videos, and shall not knowingly provide images & videos to others for their unauthorized personal, or commercial purposes.

9.4 Images & videos will not be used on any Social Media or any websites, this especially includes FACEBOOK.

9.5 Under no circumstances shall the Service Provider provide images to any other individual(s) or business(es) for use in advertising, promotion, portrayal or display without the expressed permission of IBA. Other individual(s) or business(es) will not obtain or use any image from the Service Provider without obtaining permission for commercial use release from the IBA.



Article X  
**MISCELLANEOUS**

10.1 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.

10.2 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.

10.3 The validity of the contract will be effective from August 02, 2019.

10.4 All terms and conditions of tender vide # ES/02/18-19 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.

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

"IBA"

NAME: Aamer Shabbir Khan

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

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

M. Rashid O  
M/s Al-Rashid Studio

NAME: M. Rashid

CNIC # 42201-0560161-9

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

**WITNESS:**

3. \_\_\_\_\_  
"IBA"  
NAME: M. Sohail Khan  
M. SOHAIL KHAN  
Manager Purchase & Stores  
Institute of Business Administration  
Karachi-Pakistan

Address:  
Sr. Manager Purchase & Stores  
Institute of Business  
Administration Main Campus  
University Road, Karachi

5. \_\_\_\_\_  
"IBA"  
CNIC # 42201-2513085-9  
Address: House #117, block #2  
Shah Faizal Colony, KHI

4. M. RAFAY  
M/s Al-Rashid Studio  
NAME: M. RAFAY  
CNIC # \_\_\_\_\_  
Address: Block '2', Gulshan-e-Iqbal

6. \_\_\_\_\_  
M/s Al-Rashid Studio  
CNIC# 42201-5526508-1  
Address: Block, 2, Gulshan-e-Iqbal