

NBP-2041-2311210003551522

GoS-KHI-0F8D264E2A2945FB

**Non-Judicial****Rs 15,166/-**

Description	: Contract - 15(a)
Principal	: Institute of Business Administration [00000000]
Contractor	: Manzoor Sons [00000000]
Applicant	: Syed Sabir Ali [42301-0752946-3]
Stamp Duty Paid by	: Manzoor Sons [00000000]
Issue Date	: 21-Nov-2023, 03:42:11 PM
Paid Through Challan	: 2023E1A79ED7D42B
Amount in Words	: Fifteen Thousand One Hundred and Sixty Six Rupees Only

Please Write Below This Line

**AGREEMENT****Catering Services for Convocation 2023**

THIS AGREEMENT is executed at KARACHI, on this day November 20, 2023.

**BETWEEN**

M/s Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Enclave, 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 Owner, Mr. M. Hassan holding CNIC No. 42201-2906208-1 on the SECOND PART.

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

Catering Services for Convocation 2023





**WITNESSETH**

"IBA" hereby offers to appoint M/s Manzoor Sonsas their official Services Provider for the specific purpose of "CateringServices for Convocation". "THE SERVICE PROVIDER" hereby agreed to the offer 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 Head of Procurement, 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 submitted signed document.
- 1.4 "THE SERVICE PROVIDER" will contact / coordinate with Special Branch Police, Govt of Sindh / IBA Security Deptt to obtain clearance for its staff / manpower and vehicle as and when required.
- 1.5 The scope of work and services may vary, 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 will be an 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 submitted document.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.

**Article III**

**MANPOWER REQUIREMENT**

*CateringServices for Convocation 2023*

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M Manzoor Sonsas



- 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 Manager Administration.
- 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. 4,332,985.00 (inclusive of all taxes) for Catering Services for Convocation.
- 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 with the entitlement / authorization.
- 4.3 Payment will be made after submission of invoice.
- 4.4 Performance Security 10% 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 Services for Convocation”, 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:

S #	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
(A) Dinner setup: (including crockery & cutlery)					

*[Signature]*



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1	a) VVIP guests' enclosure (round table 8 seats / chairs setup for 96 persons) 1. Crystal Chairs should be arranged 2. Hand Sanitizer should be placed each table 3. Menu Card should be placed on each table 4. Tissue Boxes on each table 5. Tallies should be placed in front of each Serving Dish 6. Chiffon Dishes (Glass Top) for buffet. 7. Fresh Flower vase on each table. 8. Carpet to cover the entire VVIP Dinner area. 9. Separate (02) buffet set	12	-	-	Rs90,000.00
2	b) Guests/ Faculty / Students / Parents enclosure (buffet set-up)	3,400	-	-	Rs 410,000.00
3	Acrylic Chair	1,000	Nos	-	Rs60,000.00
4	Crockery & Cutlery according to 1.5x number of person	One Setup	-	-	Rs40,000.00
5	No. of Buffet	36	Nos	-	Rs25,000.00
6	Service Bearer	130	-	-	Rs195,000.00
7	Luminaries Lights according to the requirement of the theme INCLUDING WIRING	One Setup	-	-	Rs100,000.00
8	Counters/Table for Cold Drinks, Mineral Water & Juices Note: IBA Will provide all type of Beverages	18	Counters	-	Rs20,000.00
9	Cocktail Tables with Cover	30	Nos	-	Rs10,000.00
10	Wooden Table 2.5x4 with Top and Border	36	Nos	-	Rs10,000.00
11	Ice & Tub to chill the Beverages	Tub=60 Ice Block = 30	-	-	Rs40,000.00
<b>Sub Total (A)</b>					<b>Rs 1,000,000.00</b>

*M. J. Khan*



(B) Dinner Menu for 3,500 Graduates & Guests					E-STAMP
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1	Chicken Karahi (Live)	420	Kg	Rs1,000.00	Rs420,000.00
2	Beef Biryani (Boneless)	360	Kg	Rs1,700.00	Rs612,000.00
3	Chicken Tikka	770	Kg	Rs900.00	Rs693,000.00
4	Gajar Halwa	450	Kg	Rs1,400.00	Rs630,000.00
5	Palak Paneer	120	Kg	Rs700.00	Rs84,000.00
6	Milky Naan	3,000	Pcs	Rs50.00	Rs150,000.00
7	Chappati (For 100 guests)	200	Pcs	Rs25.00	Rs5,000.00
8	Salad Bar Carrot (-kg), tomato (-kg), onion (-kg), beet root (-kg), cucumber (-kg), radish(- kg), ice berg (- kg) (10x10 Kg / stall x 20 stalls = 200 Kg)	20	Stalls	-	Rs70,000.00
9	Live Tea & Green Tea	3,100	Nos	Rs55.00	Rs170,500.00
Sub Total (B)					Rs2,834,500.00
Sub Total (A) + (B)					Rs3,834,500.00
13% SST					Rs.498,485.00
Grand Total Amount					Rs4,332,985.00

Note: IBA Team will visit and check the Kitchen and quality of Material and advice accordingly.

**Additional Items:**  
Adequate Lighting arrangements for VIP Dinner area of 100 person.

**Important Note:**

1. Net weight (kg) and (pieces) would be counted for food items. Weight of cauldron & pans should not be included in net weight.

M. J. Ali



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2. The food items should be transported ensuring temperature control at a time specified by the Procurement Department.
3. The food shall be prepared under strict hygiene conditions which will be spontaneously inspected by IBA team.
4. Covid-19 related SOPs should be followed.
5. IBA will penalize up to 10% of the item value on substandard delivery of following items/services:

S. No	Description
1.	<b>Food Hygienic</b> <ol style="list-style-type: none"><li>i. Quality</li><li>ii. Quantity</li><li>iii. Heated</li></ol>
2.	<b>Crockery &amp; Cutlery (Ceramic &amp; Stainless Steel)</b> <ol style="list-style-type: none"><li>i. Neat &amp; Clean</li><li>ii. Free from cracks</li><li>iii. Heated crockery</li></ol>
3.	<b>Staff</b> <ol style="list-style-type: none"><li>i. Should be proper uniform</li><li>ii. Minimum Fifty supporting staff</li></ol>

4.8 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.

4.9 Charges / rentals will be same as per offered vide document.

#### **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**

*[Signature]*



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CONTINUATION SHEET  
Government of Sindh

## 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 VIII

### 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.

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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**

- 10.1 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 XI**  
**FORCE MAJURE**


- 11.1 THE SUPPLIER shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of THE SERVICE PROVIDER and which could not have been foreseen, prevented, or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

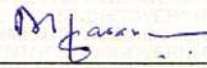
**Article XI**  
**MISCELLANEOUS**

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




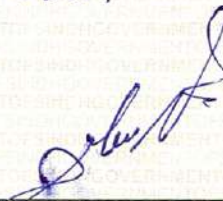
IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

  
"IBA"  
NAME: **Dr. Muhammad Asad Ilyas**  
Registrar  
Former Chairperson Accounts & Law Department  
Institute of Business Administration (IBA),  
Karachi, Pakistan  
CNIC # 42301-4497722-9  
Address:  
Registrar, Institute of Business  
Administration Main Campus  
University Enclave, Karachi

  
M/s Manzoor Sons  
NAME: **MIAN MAQBUL HASAN**  
CNIC # 42201-2324334-7  
Address: **63/II, 23rd Lane, Khayaban-e-**  
**Badli, Phase VII, D.H.A,**  
**Karachi**

**WITNESS:**

1.   
Syed Fahad Jawed  
CNIC # 42201-9125136-3  
Address:  
Head of Procurement  
Institute of Business  
Administration Main Campus  
University Enclave, Karachi

2.   
M/s Manzoor Sons  
NAME: **SYED SABIR ALI**  
CNIC # 42301-0752946-3  
Address: **966, Street No. 15-A,**  
**Mehmoodabad No. 4, Karachi**

Focal Person IBA  
**Muhammad Athar Rana, Assistant Manager Admin**