



SAJAD ULLAH STAMP VENDOR

Shop No.02, Syed Village Malir Karachi

Lic. No. 157

S.NO.

DATE

17629

ISSUED TO WITH ADDRESS
 THROUGH WITH ADDRESS
 PURPOSE
 VALUE RS.
 STAMP VENDOR'S SIGNATURE
 Not for Use For Will & Divorce Deed
 Vendor Not Responsible Any Fake Document

29 DEC 2021

Nadir Ali Magsi
Advocate

HUNDRED ONLY

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi

21 MAR 2022

AGREEMENT**Hiring of Services of Marketing/Communication Firm**

This AGREEMENT is executed in Karachi, on 30th day of March, 2022.

BY AND BETWEEN

M/s. Institute of Business Administration, Karachi through its Executive Director, 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. RG Blue Communications (Pvt.) Ltd, a company incorporated and existing under the laws of Pakistan, has its Office at **D-113/2, Miran Muhammad Shad Road, KDA Scheme 1, Karachi**, hereinafter referred to as "**THE MARKETING AGENCY**" (which expression shall wherever the context so permits be deemed to include its successors-in-interest and permitted assigns), through its CEO Mr Khalid Saleem, holding CNIC No. 42201-0316703-3 of the second part.

WHEREAS "IBA Karachi" intends to obtain Creative & Marketing Services vide tender # ES/01/21-22 for the Creative & Marketing Services up to the entire satisfaction & delivery of services to the "IBA Karachi" having accepted the offer in a finished form, complete in all respect.

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

WITNESSETH

"IBA Karachi" hereby offer to appoint M/s. RG Blue Communications (Pvt.) Ltd as their Service Provider for the specific purpose of "Creative & Marketing Services". "THE MARKETING



AGENCY" hereby agrees to the offer of "IBA Karachi" in acceptance of the terms & conditions herein below forth.

ARTICLE I
DUTIES & SCOPE OF SERVICES AND AGREEMENT

1.1 "THE MARKETING AGENCY" agrees to provide Creative & Marketing Services to "IBA Karachi" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.2 "THE MARKETING AGENCY" will coordinate their work with the Head of Marketing & Communications, of the "IBA Karachi" who will assist "THE MARKETING AGENCY" in the supervision of the proposed Creative & Marketing Services.

1.3 All logistic charges within Karachi will be borne by "THE MARKETING AGENCY".

1.4 Scope

Scope of work includes but is not limited to the following:

- 1.4.1 Develop Creative strategy for all the major campaigns/ events from Setting overall campaign objectives, Finalizing Target Audiences, Setting the tonality, creating executional guidelines, finalizing 360 marketing solutions including key visuals for digital/ print ads/ advertorials/backdrop/ marketing collaterals.
- 1.4.2 On-ground event and media coverage (including Photography, Videography, live streaming etc. around 3 events per month (1-2 hours event))
- 1.4.3 Development of Communication Collaterals including traditional media (Radio, Print etc.) and Digital media
- 1.4.4 Production and development of advertisements for all mediums including Print, Radio, Digital, as well as the development of promotional and other material. This includes artwork, copy & content writing, as applicable i.e., story writing, scripts, proofreading, copy, lyrics, visuals, image purchase, shoots, jingle, music, voice-overs, recording, animations, illustrations, graphics designing, slogans, taglines, logos, etc.
- 1.4.5 Production of 10 bite-size (1 to 2 mins each) videos per month, like short interviews, testimonials etc. including shoot, editing and delivery of assets on tight timelines.
- 1.4.6 Provide PR services: Development and release of ads/PR communication in English, Urdu, regional languages, and mediums (print, digital etc.). Coordinate media interviews & press conferences as needed. PR outlets should include Print Media, Electronic Media, Digital Media, Blogger/Influencers Meet-ups.
- 1.4.7 Release of tender notices, expressions of interest, notices of hiring service/job opportunity ads and other institutional announcements in print media.
- 1.4.8 Designing of Corporate Communication and publications material including Giveaways/Souvenirs, Annual Report, Program Announcement, Other publication work as and when required
- 1.4.9 Media planning, buying and release on Print, Electronic (Radio), and digital as required. Agency to share current trends while media planning.
- 1.4.10 On-campus media coverage (including Photography, Videography, Live streaming, DVCs not covered in the above scope and where required will be dealt with on a case-to-case basis and would not be part of retainer arrangement.

1.5 REPORTING

- 1.5.1 Meet with the IBA Head of Marketing & Communications as needed for the purpose of carrying out initiatives.
- 1.5.2 Prepare cost schedules and project sheets for advertising expenditures and other related costs and secure approval of all expenditures regarding authorized advertising by submitting preproduction estimates.
- 1.5.3 Develop analytical data reports and KPI's in collaboration with IBA leadership to measure overall effectiveness and performance and provide detailed periodic reports.

1.5.4 Strategic plans, creative communication strategies, and other strategic input will come in part from IBA in coordination with THE MARKETING AGENCY. In addition, THE MARKETING AGENCY shall recommend strategies to expand the impact of advertising/ marketing campaigns allowing for the broadest possible exposure to the target audiences within the available budget.

1.5.5 THE MARKETING AGENCY will be provided with creative briefs before each campaign or individual project outlining the goal(s), objectives, audience, strategies, budget, and measurement. THE MARKETING AGENCY will strategically plan, integrate, manage, and execute an assortment of marketing projects. New and emerging technology opportunities are consistently being introduced and THE MARKETING AGENCY should identify, evaluate, recommend, develop, and execute, and/ or manage the execution of these opportunities.

ARTICLE II **REMUNERATION**

- 2.1 The cost offered by THE MARKETING AGENCY is Rs. 10,170,000/- per year (inclusive of all prevailing taxes) on monthly basis for Creative & Marketing Services vide tender # ES/01/21-22 variation may occur.
- 2.2 A liquidity damages at the rate of 2% per month will be imposed if THE MARKETING AGENCY fail to deliver within the mutually agreed delivery/execution period up to a maximum of 10% of the monthly retainer amount.
- 2.3 Performance Security 5% of total amount of Order will be provided by "THE MARKETING AGENCY".
- 2.4 Stamp Duty @ 0.35% of the total retainer annual amount shall be deposited in the Govt treasury by THE MARKETING AGENCY at the time of signing of this agreement. For all additional services, the Stamp Duty would be submitted along with the Bill / Invoice.
- 2.5 All direct Tax(es)/Challan(s)/Levy(ies) will be borne by THE MARKETING AGENCY; however, the indirect taxes will be charged as per actual.
- 2.6 Payment would be made within 30 days from the date of submission of the invoice on monthly basis.
- 2.7 The invoices shall be directly submitted in the Marketing and Communication Department, IBA.
- 2.8 The additional services that may be assigned in addition to the core scope of services and on which the agency will be engaged on a case-to-case basis as per the details mentioned in the Appendix A.

ARTICLE III **ARBITRATION**

- 3.1 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 Contract Agreement shall be referred to the Registrar of the IBA Karachi for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi 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 IV
TERMINATION

- 4.1 In case of non-payment of the Service Charges and/or any other amount/charges payable by IBA Karachi, within sixty (60) days of the Due Date under this Agreement, THE MARKETING AGENCY shall inter alia have the right to suspend/terminate the services and/or the Agreement with immediate effect without providing any prior notice to IBA Karachi.
- 4.2 In case IBA Karachi commits any breach of the terms and conditions contained in this Agreement, THE MARKETING AGENCY shall have the right to terminate/suspend this Agreement by providing fifteen (15) days prior notice to IBA Karachi. However, if the breach is remedied by IBA Karachi to the satisfaction of Service Provider, within the above said period the Agreement shall not be terminated/suspended by THE MARKETING AGENCY.
- 4.3 The termination of this Agreement shall be without prejudice to any provisions which are to have effect after termination.
- 4.4 Upon termination of this Agreement in accordance with the terms hereof, IBA Karachi shall immediately pay to THE MARKETING AGENCY all amounts due to Service Provider. The termination of this Agreement for any reason shall extinguish all THE MARKETING AGENCY's obligations under this Agreement but shall not relieve either Party of any obligation that may have arisen prior to such termination.
- 4.5 In the event of early termination of this Agreement, the Agreement shall forthwith become wholly void and of no further force and effect; and IBA Karachi will remain liable to THE MARKETING AGENCY for any breach of this Agreement existing at the time of such termination, and Service Provider, may seek such remedies against the other with respect to any such breach as are provided in this Agreement. In the case of termination by IBA Karachi, it will be liable to THE MARKETING AGENCY for the sum of any unpaid fees and dues existing at the time of termination and which were due to THE MARKETING AGENCY under the terms and conditions of this Agreement.
- 4.6 THE MARKETING AGENCY shall have the right to suspend/terminate the Agreement and/or the services in its sole option if:
- a. THE MARKETING AGENCY believes or reasonably suspects that the amounts due from IBA Karachi to THE MARKETING AGENCY cannot be paid.
 - b. THE MARKETING AGENCY reasonably believes that the operation of the services is in jeopardy.
 - c. The operation of the services is discontinued, suspended, or terminated for any reason, whether temporarily or otherwise.
 - d. There is misuse of the services by IBA Karachi.

ARTICLE V
INDEMNITY

- 5.1 Each party shall indemnify and hold harmless the other party fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by either party, in whole or in part, arising out of or related to the acts and/or omissions of the indemnifying party.

ARTICLE VI
NOTICE

- 6.1 Any notice and other communications given in connection with this Agreement shall be sufficient if it is in writing and if sent by courier or registered mail at the address set forth



below. All communications shall be deemed received upon actual delivery or completed facsimile addressed to the other Party as follows:

THE MARKETING AGENCY

D-113/2, Miran Muhammad Shad Road,
KDA Scheme 1,
Karachi
Phone: 021 32361296-7
Fax: 021 32361287
Attn: CEO

IBA Karachi

Main Campus, University Road,
Karachi
Postal Code: 75270
UAN: 111 422-422
Fax: 92-21-99261530
Attn: Head of Procurement

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 Karachi or any administrative or financial offices thereof or any other department under the control of the IBA Karachi through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing THE MARKETING AGENCY, 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 Karachi 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 Karachi, except that which has been expressly declared pursuant hereto.
- 8.3 THE MARKETING AGENCY 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 Karachi under any law, contract, or other instrument, stand void at the discretion of the IBA Karachi.
- 8.4 Notwithstanding any right and remedies exercised by the IBA Karachi in this regard, THE MARKETING AGENCY , agrees to indemnify the IBA Karachi for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA Karachi in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by THE MARKETING AGENCY as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA Karachi.

ARTICLE IX
CONFIDENTIALITY

- 9.1 Each Party agrees that except as provided herein it will not disclose (directly or indirectly) the contents of this Agreement or of any document referred to in this Agreement, or any information of a confidential nature exchanged between the Parties in connection with this Agreement (including any extension or amendment thereto), to any other person

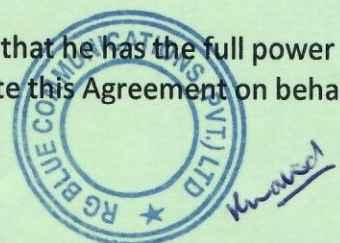
whatsoever, other than as may be required for the enforcement of the provisions of this Agreement or with the consent of the other Party.

ARTICLE X
FORCE MAJEURE

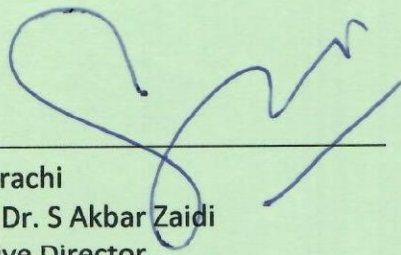
- 10.1 Any failure or delay in the performance by either Party of its obligations under the terms of this Agreement shall not be a breach if the failure or delay results from any act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond the control of Parties including, but not limited to, meteorological or astronomical disturbances, cable cut, earthquake, hurricane, snowstorm, fire, flood, strikes, labour disputes, act of terrorism, war, civil disorder, epidemics, quarantines, embargoes. Inability to pay shall not be a Force Majeure Event or act of God.
- 10.2 IBA Karachi recognizes that the services may be adversely affected by natural or atmospheric conditions, natural phenomenon and other causes of interference including without limitation, solar radiation, and may fail or require maintenance without notice. THE MARKETING AGENCY shall not be liable for any disruption, interruption, suspension, or termination of the services caused due to the foregoing except to the extent herein provided. In any case THE MARKETING AGENCY would require providing genuine proof with authenticity.
- 10.3 THE MARKETING AGENCY shall not be liable for any interruption, suspension or termination of any services or part thereof necessitated by order of the Government of Pakistan or of the PTA or if required by law, whether with or without notice.

ARTICLE XI
MISCELLANEOUS

- 11.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.
- 11.2 IBA Karachi acknowledges that the ownership of and all rights in the trademarks, copyrights, design rights, patent rights or other intellectual property rights as well as all intellectual property registered by THE MARKETING AGENCY or equipment manufacturers, or its affiliated companies shall reside and remain exclusively in Service Provider.
- 11.3 This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by the laws of Islamic Republic of Pakistan.
- 11.4 This Agreement along with its Annexes constitutes the entire agreement between the Parties and supersedes all previous understandings, commitments, representations, negotiations, or communications.
- 11.5 Any provision of this Agreement may be amended or supplemented only if the Parties so agree in writing.
- 11.6 The provisions of this Agreement are for the benefit of only IBA Karachi, and THE MARKETING AGENCY and no third party may seek to enforce or benefit from the provisions of this Agreement.
- 11.7 Everyone signing this Agreement warrants and represents that he has the full power and authority and is duly authorised and empowered to execute this Agreement on behalf of the Party for which he signs.



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



IBA, Karachi
Name: Dr. S Akbar Zaidi
Executive Director
CNIC # _____

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




M/s. RG Blue Communications (Pvt.) Ltd
Name: Khalid Saleem
CEO
CNIC # 42201-0316703-3



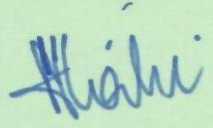
Address:
D-113/2, Miran Muhammad Shad Road,
KDA Scheme 1, Karachi

WITNESS:

1. 

IBA, Karachi
Name: Ms. Ayesha Javed
Head of MARCOM
CNIC # 42301-9696746-8

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

2. 

M/s. RG Blue Communications (Pvt.) Ltd
Name: Syed Mubin Ali
Director Operations
CNIC # 41304-3777977-9

Address:
D-113/2, Miran Muhammad Shad Road,
KDA Scheme 1, Karachi

Focal Person (IBA): Ms. Ayesha Javed



Appendix A

Services	Regular Events (1-2 hrs.)	Per event Cost (PKR) incl all taxes	Special Events (3-4 hrs.)	Per event Cost (PKR) incl all taxes
Photography				
Deliverables	Digital / Soft Copy with selected fully edited, colour corrected, cropped, and straightened photos	Rs. 30,000/-	Digital primarily Printed & Pasted (only selected)	Rs. 80,000/-
Equipment	DSLR Cameras (Branded Canon/Nikon/Sony 2018 models onwards) with required lenses		DSLR (Branded Canon/Nikon/Sony 2018 models onwards) with required lenses	
Photographer	Category B Photographer With at least two cameras		Category A photographer With at least four cameras	
Videography				
Deliverables	Unedited Footage Fully edited Footage 1-2 Testimonials fully edited	Rs. 150,000/-	2-3 Mins Video Highlights 6-7 testimonials fully edited	Rs. 400,000/-
Equipment	All equipment must be 4k quality including, cameras, and cables		All equipment must be 4k quality including, cameras, and cables	
Live Coverage				
Deliverables	OB Event Video, Event highlights fully edited	Rs. 400,000/-	OB Event Video, Event highlights fully edited	Rs. 450,000/-
Equipment	All OB equipment must be 4k including panel, cameras, and cables (branded Magami/Canary or equivalent). Must include backup options for internet, data storage and power backup		All OB equipment must be 4k including panel, cameras, and cables (branded Magami/Canary or equivalent). Must include backup options for internet, data storage and power backup	
DVCs				Per-minute rate (incl all taxes)
Deliverables	o 4K Video Equipment: Camera, Lighting, Sound, Power, etc. Director, DOP, Technicians, Crew & Production: Postproduction: Sound, Music, VO, Animation & Editing o Location cost: IBA (FoC) o Talent Cost including Production of TVC, radio jingle, documentary etc, will be charged as per requirement and as per actual			Rs. 120,000/-

KISTAN & SINDH

