



WITNESSETH

“IBA” hereby offers to appoint M/s TFS as their official Services Provider for the specific purpose of “*Decoration Services 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 In case of any property or asset damage, TFS shall be responsible for covering the cost of the damage.
- 1.8 In case of theft committed by TFS staff, TFS shall be held accountable and liable for the loss.
- 1.9 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

- 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. All staff details, along with vehicle numbers, must be submitted at least 48 hours prior to entry into IBA. Vendors must obtain prior approval for any staff staying overnight on campus; otherwise, staff will be required to stay outside IBA premises during the event.

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. 6,263,202.00 (inclusive of all taxes) for Decoration Services for Convocation.

4.2 Liquidity damages 10% of the total amount will be imposed for which the M/s TFS 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 "Decoration 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. #	Specification	Qty	Days	Rate (Rs.)	Amount (Rs.)
(A) Complete Venue Setup Including:					
	<p>(a) Frill Marquee (Spotless) with wall panels (Maroon) to cover entire Convocation Pandal (Cricket Ground) Size: 64,800 sq.ft (approx.) 240x270.</p> <p>- Ropes of the marquee must stay in the Cricket ground. Installation of wooden pole will be at every 7 feet, each wooden pole knot with two iron keel and two ropes.</p> <p>- Four Entrance and one exit.</p> <p>Note: For rehearsal need to install marquee by Thursday 5th Dec 2024 at 12:00 noon.</p> <p>(for rehearsal, we need stage without carpet, chairs of left, right side and front approx. 1200, main entrance, sufficient light with power)</p> <p>Convocation on Saturday 7th Dec 2024. Vendor should handover complete setup on 6th December 2024 at 3 pm.</p>	1	3	180,000.00	540,000.00

1	<p>(b) Air Condition System (noise level 60 dB). Complete in all respect to provide cooling for temperature control in the Marquee of Convocation 64,800 sq.ft covered area (Cricket Ground):</p> <p>i. 400 tons i.e. (4 ton x 100 Floor Standing Units) with Generator 150 KVA (Diesel Provided by IBA, Karachi). (Noise level 60 dB). The generator should be soundproof ensuring that it doesn't cost disturbance (noise level 60 dB)</p> <p>ii. Vehicle mounted soundproof CHILLERS – High Blow Units 200 tons / i.e. (25 ton x 08 high blow units) with Generator (Diesel Provided by IBA, Karachi). Covering the vehicle mounted chiller at the entrance with wall panel(qanat)</p> <p>Note: Chillers temperature should be adjustable.</p> <p>iii. Generator 150 KVA for Lights and Fans. (Diesel Provided by IBA, Karachi). Covering the vehicle mounted DG set at the entrance with wall panel(qanat) Note: For Diesel fill-up, vehicle should reach at IBA one day before. Chiller demo required at 09:00 am on the day of Convocation.</p>	1 Job	1		2,150,573.00
2	Presidential Chairs for Stage	4	1	2,250.00	9,000.00
3	VVIP Chairs for Group Photographs	4	1	2,250.00	9,000.00
4	Head Table Setup to seat 4 persons on stage and in good quality (with flower array / decoration and with table cover and skirting) with Stairs (Three Sides with same size of 6ft wide), Permanent Wooden Stairs with railing and fix carpet on stairs as per Sample picture (No iron stand required). Permanent Wooden Ramp (Two Sides same size of 4ft wide) with railing and carpeted. Railing picture is attached for sample. No wobbling in stage and Ramp.	1	1	36,000.00	36,000.00
5	Stage Size: 40'x30' (<i>As per sample picture</i>) (Height 2ft-6inch) Note: Stairs and Ramp on both sides. Only stairs in the enter as well. Stairs – 3 (Left, Right and Centre) Ramp – 2 (Left and Right) Required to connect Cricket ground and Football ground with wooden ramp/base with carpet.	1	2	180,000.00	180,000.00
6	Stage Carpet Color = Beige Color Note: As per sample	40'x30'	1	27,000.00	27,000.00

7	Two-Seater Sofas (70 for Faculty, Guests and VVIP in Main Pandal)	70	1	4,050.00	283,500.00
8	Rope stand/Divider to separate the Students and Guest Seating area.	As Per Requirement		22,500.00	22,500.00
9	Four Kiosks with Shed, need to be installed at Gate No. 04 for Souvenir Distribution and Student Entry with Ten 2.5x4 Tables and Ten Chairs. Six Kiosks need to be installed at Adamjee Parking Area for Guests Scanning QR code with six 2.5x4 Tables and six Chairs. Reception area should be covered with carpet and need some panels at the reception area and roundabout area for beautification. Total = 52 Table (2.5x4) Need Takhat 3x6 in sufficient qty for Stage SMD Installation and for videographer. An entry gate with carpet required for pedestrian entry of guest behind Student Centre.	1	1	90,000.00	90,000.00
Chairs Low Back (foamy back & seat)					
10	(a) Black Cover - Low Back foamy Chair – Guests and Media.	2650	1	117.00	310,050.00
	(b) Black Cover - Low Back foamy Chair – Students	1200	1	117.00	140,400.00
11	Pedestal Metallic Circulation Fans (Good Quality & Soundless)	130	1	468.00	60,840.00
12	Center Tables with cover / Glass Top	40	1	1,710.00	68,400.00
13	1. Spotless (Maroon Color) Carpeting in main venue - Cricket Ground. (Opposite to Stage till First line of Guest). 2. Total Carpeting: 11,000 sq.ft (approx.). 3. Cover the pitch properly with Carpet. 4. Spotless (Maroon Color) Carpeting for Group Photograph area. (as per picture) 5. Maroon Carpet from Entrance gate between Tabba and CED, including football ground towards cricket ground (for procession route). (Underlaying are not accepted at any place) Note: Carpet as per sample	1 Job	1	189,000.00	189,000.00
Sub Total (A)					4,116,263.00
(B) Lighting & Luminaries:					
14	Installation of Trussing with Tungsten Perkin Lights on Stage (Trussing should be in good condition) Height and Width as per Stage Size: 40'x30' Note: Demo of light required before one day of event on 5th of December 2023. b. Installation of Trussing with Tungsten Perkin Lights at Photo booth Area, Height and Width as per actual/site	1 Job	1	200,000.00	200,000.00

15	Lighting INCLUDING WIRING in Convocation marquee (Cricket Ground) Adequate to Marquee size. Lighting for pre hype required one week before convocation, to décor the pathways with edison bulb, baby fanoos and chilli lights, start from round about to end of tabba building to cover all plants and trees. Note: Use LED warm light in Marquee.	1 Job	1	180,000.00	180,000.00
16	Lighting at Pavilion side of Cricket Ground. WIRING INCLUDED IN SCOPE /or any other location decided by Admin for Group Photo session. During the last convocation the lighting of above-mentioned area was subpar. Therefore, special attention needs to be given on the area to ensure good quality pictures. Spotless Maroon Carpet is required for the Group Photographs area.	1 Job	1	270,000.00	270,000.00
17	Lighting INCLUDING WIRING in Parking Area, Opposite IBA Main Gate, Gate 2, 3, and Gate 1, on way of Gate 3A to Convocation also gate 1 to 4 outside IBA (road facing).	1 Job	1	135,000.00	135,000.00
18	Spot lighting for Tabba Academic Block, Students Center, Mian Abdullah Library, G&T Auditorium, Adamjee Academic Block and Fauji Foundation Buildings.	1 Job	1	135,000.00	135,000.00
19	SMD Wall with Trussing Qty: 06 Size: 12' x 14' Qty: 4 (With Trussing) Size: 12' x 20' Qty: 02 (Without Trussing) Specification: P2 (Indoor) Vendor should provide demo one day before All the SMD installed on 6th of December 2024 at 4 pm. (Optional)	06	1	410,000.00	410,000.00
Sub Total (B)				1,330,000.00	
Sub Total (A) + (B)				5,446,263.00	
15% SST				816,939.45	
Grand Total Amount				6,263,202.45	

Important Note:

1. Complete setup in all respect i.e., decoration, electrification, AC System, luminaries, sheds, seating arrangement and allied make-up will be provided as per the descriptions.
2. Endorsement of deliveries will be made by Procurement Department.
3. Electricity will be available in main lines at IBA, premises. It will be the responsibility of decorator/service provider to provide wire/cable and extend up to the connection points as and where required through their own cable/wire.

4. All the decoration and luminaries / electrical items must be removed by the service provider after conclusion of the event within 2 days by 4:00 PM which ever occurred later. Penalty will be imposed if any items found present at IBA premises onwards.
5. Dumping of goods / items is prohibited.
6. All materials provided should be in good condition preferably new. Worn torn material will not be accepted.
7. Complete decoration arrangement including Luminary & allied support services.
8. Marque / Wall Panels / Kanat / Pole Cover should be beige color.
 - a. Please provide sample of Marque (**Net fabric not acceptable**)

S. No	Description
1.	Marquee <ol style="list-style-type: none"> i. No Patches ii. No Holes iii. Should be same as sample provided by the bidder iv. Not DE colored v. Vendor should provide sample of Marquee or allow to visit IBA team to check the marquee.
2.	Staff <ol style="list-style-type: none"> i. Should be proper uniform ii. Minimum Twenty supporting staff
3.	Furniture Quality plus Carpet <ol style="list-style-type: none"> i. Neat & Clean ii. Not Repaired or Broken iii. Vendor should provide sample of all Carpet and Furniture before installation.
6.	Air Condition & Pedestal Fans <ol style="list-style-type: none"> i. All Floor standing ACs & pedestal fans should be on optimum performance ii. Good Condition iii. Functional iv. Noiseless / Minimum Echo v. Properly wired (adequately hidden under carpet etc) vi. Clean vii. Vehicle mounted AC & generator noise should not cause disturbance during the event.
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 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
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.

- 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

CNIC # 42301-4497722-9

Address: **Dr. Muhammad Asad Ilyas**
Registrar
Registrar, Institute of Business Administration (IBA),
Administration Main Campus
University Enclave, Karachi



M/s TFS

NAME: Moiz

CNIC # 41302-4820133-9

Address: Plot # 302, Flat # G5 Diamond
Palace, Garden East Karachi.

WITNESS:

1.

Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Associate Registrar Resource Optimization
Institute of Business
Administration Main Campus
University Enclave, Karachi

2.

M/s TFS

NAME: Faizan Muhammad Iqbal

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Focal Person IBA

Muhammad Athar Rana, Assistant Manager Admin