

NBP-0042-2212070001532048

GoS-KHI-CDF4F4FCE30EEDCB

Non-Judicial

Rs 19,704/-

Description	: Contract - 15(a)
Principal	: M/s Institute of Business Administration [00000000]
Contractor	: M/s Riaz Ul Javed Event Management [42659183]
Applicant	: Riaz Ul Javed [42201-5207462-3]
Stamp Duty Paid by	: M/s Riaz Ul Javed Event Management [42559183]
Issue Date	: 07-Dec-2022, 01:44:22 PM
Paid Through Challan	: 2022840B98788BAD
Amount in Words	: Nineteen Thousand Seven Hundred and Four Rupees Only

Please Write Below This Line



RIAZ-UL-JAVED
Event Management
Proprietor

RIAZ-UL-JAVED
Event Management
Proprietor



IRFAN ALI SHAIKH Stamp Vendor

House No. 35, Sector 35, Shade-A City Court, Karachi

Date

Present to with address

Received with address **IRFAN ALI SHAIKH**

Postage Advocate

For Rs Attested **Leg # 445 KBA**

Stamp Vendor Signature

05 DEC 2022

RUPEES ONE HUNDRED ONLY

AGREEMENT

Catering Services for Convocation

THIS AGREEMENT is executed at KARACHI, on this day December 01, 2022.

BETWEEN

M/s Institute of Business Administration, Karachi through it's the 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

"IBA" hereby offers to appoint M/s Riaz Ul Javed Event Management as their official Services Provider for the specific purpose of "Catering Services for Convocation". "THE SERVICE PROVIDER" hereby agreed to the offer the "IBA" in acceptance of the terms & conditions here in below forth.

WHEREAS "IBA" intends to obtain Catering Services for Convocation vide Tender # ES/04/22-23.

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

WITNESSETH

"IBA" hereby offer to appoint M/s Riaz Ul Javed Event Management as their official Services Provider for the specific purpose of "Catering Services for Convocation" 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 Catering Services for Convocation. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

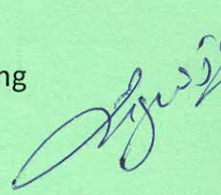
Article I:

DUTIES & SCOPE OF WORK AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to provide any/all kind of catering 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 Tender # ES/04/22-23.
- 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 tender # ES/04/22-23 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 # ES/04/22-23.
 - 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
 - 2.3 Food quality, fresh ingredients, adulteration, contamination, potential hazardous, expired foodie foods discouraged .
 - 2.4 PSQCA approved ingredient should be used.
 - 2.5 THE SERVICE PROVIDER must ensure Environmental Friendly procedure to make the all food items.
 - 2.6 Good quality cutlery, crockery and water set.
 - 2.7 Quality of Furniture Items should be matched as per BoQ mentioned in the bidding documents.
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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 Head of Procurement.
- 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. 5,629,672.00 (inclusive of all taxes) for Decoration Services for Convocation but limited to in tender vide # ES/04/22-23 variation may occurred.
- 4.2 Liquidity damages 10% of the total amount will be imposed for which the M/s Riaz UI Javed Event Management 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 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:

			M/s. Riaz UI Javed Event Management	
Sr. #	Description	Qty	Rate (Rs.)	Amount (Rs.)
(A) Dinner setup: (including crockery & cutlery)				
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	12	1,200.00	120,000.00

	6. Chiffon Dishes (Glass Top) for buffet. 7.Fresh Flower vase on each table. 8.Carpet to cover the entire VVIP Dinner area.			
2	b) Guests/ Faculty / Students / Parents enclosure (buffet set-up)	4400	275.00	1,210,000.00
3	Acrylic Chair	1000	120.00	120,000.00
4	Crockery & Cutlery according to 1.5x number of person	One Setup		-
5	No. of Buffet	65		-
6	Service Bearer	150		-
7	Luminaries according to the requirement of the theme INCLUDING WIRING	One Setup		-
8	Counters/Table for Cold Drinks, Mineral Water & Juices Note: IBA Will provide all type of Beverages	38		-
9	Cocktail Tables with Cover	45	1,100.00	49,500.00
10	Ice & Tub to chill the Beverages	Tub = 60 Ice Block = 50	1,150.00	57,500.00
Sub Total (A)				1,557,000.00

(B) Dinner Menu for 5,000 Graduates & Guests				
1	Chicken Karahi (Live)	600kg (min.)	1,025.00	615,000.00
2	Beef Biryani (Boneless)	392 kg (min.) (max. 8 Kg Daig of each) Total 44 Daig (8x8)	1,730.00	678,160.00
3	Chicken Tikka	1070 kg (min.)	850.00	909,500.00
4	Gajar Halwa	600 kg (min.)	1,000.00	600,000.00
5	Palak Paneer	155 kg (min.)	500.00	77,500.00
6	Milky Naan	3300 Pieces	42.00	138,600.00
7	Chappati (For 100 guests)	130 pieces	25.00	3,250.00
8	Salad Bar Carrot (-kg), tomato (-kg), onion (-kg), beet root (-kg), cucumber (-kg), radish(- kg), ice berg (-kg)	10x10 kg / stall x 22 stalls = 220 kg	4,000.00	88,000.00
9	Live Tea & Green Tea	4,500 Guests	70.00	315,000.00

	(or 4,000 Cups)	
Sub Total (B)		3,425,010.00
Sub Total (A) + (B)		4,982,010.00
13% SST		647,661.30
Grand Total Amount		Rs. 5,629,672.00

Note:

1. 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.
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.	Food Hygienic <ol style="list-style-type: none"> i. Quality ii. Quantity iii. Heated
2.	Crockery & Cutlery (Ceramic & Stainless Steel) <ol style="list-style-type: none"> i. Neat & Clean ii. Free from cracks iii. Heated crockery
3.	Staff <ol style="list-style-type: none"> i. Should be proper uniform ii. Minimum Fifty supporting staff

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

4.9 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 framed by SPPRA.

4.10 Charges / rentals will be same as per offered vide Tender # ES/04/22-23.

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.

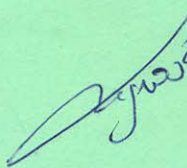
Article VII:
INDEMNITY

- 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
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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.

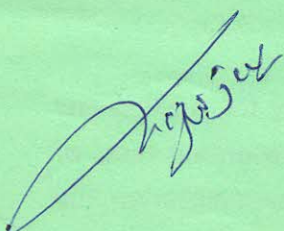
Article X:
SEVERABILITY

- 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:
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 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.



Dr. Mohammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA)
Karachi, Pakistan


Dr. Mohammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law
Institute of Business Administration
Karachi, Pakistan

"IBA"

NAME: Dr. Muhammad Asad Ilyas

CNIC # 42301-4497722-9

Address:

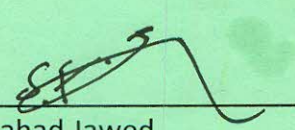
Registrar, Institute of Business

Administration Main Campus

University Enclave, Karachi

WITNESS:

1.


Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Head of Procurement

Institute of Business

Administration Main Campus

University Enclave, Karachi

Focal Person IBA

Muhammad Athar Rana, Assistant Manager Admin


RIAZ-UL-JAVED
Events Management

M/s Riaz Ul Javed Event Management


NAME: RIAZ-UL-JAVED

CNIC # 91201-5207462-3

Address: A-241 SARDARABAD Society

Block S - GULISTAN-E-JAHAN

2.


M/s Riaz Ul Javed Event Management

NAME: SHARIR AHMED

CNIC # 31201-0318520-9

Address: 18-KOUSAR NIAZI
COLONY BLOCK F
NORTH NAZIMABAD