



**SAJAD ULLAH STAMP VENDOR**

Shop No.02, Syed Village Malir Karachi

Lic. No. 157

S.NO.

DATE

ISSUED TO WITH ADDRESS .....  
THROUGH WITH ADDRESS .....  
PURPOSE .....  
VALUE RS .....  
STAMP VENDOR'S SIGNATURE .....  
Not For Use, Print With & Diverses Used  
Vendor Not Responsible Any Fake Documentation

24 SEP 2018

**Syed Shahid Shah**  
Advocate

## AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day October 15, 2018.

### BETWEEN

M/s Institute of Business Administration, Karachi through its Registrar, 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 Pakistan Fire & Fumigation Services, having its office at #44, Jumani Arcade, Main University Road, Block-14, 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 Muhammad Asif, holding CNIC No. 42301-9760823-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain services Refilling of Fire Extinguishers vide Tender # Maint/03/18-19.

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

### WITNESSETH

"IBA" hereby offer to appoint M/s Pakistan Fire & Fumigation Services as their official Services Provider for the specific purpose of "Services & Maintenance of Refilling of Fire Extinguishers" in respect of the same with "IBA" before the determination of scope of services on suitable scale with any/all other relevant details for presentation to "IBA" for services of Refilling of Fire Extinguishers. "THE SERVICE PROVIDER" hereby agrees to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.







02 OCT 2018

MUHAMMAD FAISAL KHAN STAMP VENDOR  
Licence No. 124, Shop No. S-7, Maymar Tower  
Gulshan-e-Maymar Karachi.

Abdul Sattar  
Advocate

S. No.: 013408 Date: .....  
Issued to With Address: .....  
Through With Address: .....  
Purpose: .....  
Value Rs.: ..... Attached: .....  
Stamps Vendor's Signature: .....  
Not For used Bank Guarantee/will/divorce vend  
not responsible Any Fake Document

#### Article 1

#### DUTIES & SCOPE OF WORK AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to provide any/all kind of services & maintenance 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 the IBA without prejudice of public interests.
- 1.5 Payment will be paid after deduction of withholding Tax as per government regulations.
- 1.6 IBA reserve the right to cancel any or all the items if job is not in accordance with the specification or if the completion of services is delayed.
- 1.7 Invoice / bill should be submitted to Procurement & Stores Department with Satisfactory Note of the IBA.
- 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.

PFPS  
Pest Fumigation & Fungicide Services

- 1.20 Agreed rate as per agreement will not revise during the agreement period.
- 1.21 The billing will be made on monthly basis. Bills preferably should be typed and in triplicate, and should be submitted to Procurement & Stores Department, IBA, Karachi in the 1st week of the following month with Satisfactory.
- 1.22 This is Rate Running Contract for ONE year / 12 months. Quantity may be fluctuated and varies with requirement.
- 1.23 Service Provider must provide "Sales tax registration certificate with last month return copy both FBR and / or SRB".
- 1.24 2% Physical random testing of the filled cylinders should be carried out by IBA authority.
- 1.25 On every lot filled, the Service Provider will submit a confirmation letter on company letterhead of effectiveness of filling for one year.
- 1.26 Transportation, Cartages & fixing to & from the IBA premises will be the responsibility of the Service Provider. The Service Provider will borne the transportation, cartages & fixing charges.

## **Article II REMUNERATION**

- 2.1 The charges & cost offered by the Service Provider is Rs. 814,671.00 (inclusive of all taxes) vide tender # Maint/03/18-19 but not limited to the specified quantity, the quantity of cylinders might fluctuate & payment will be made on approved rate/charges/cost.
- 2.2 This Agreement includes, the "Refilling of Fire Extinguishers", as per "IBA" requirement mentioned in this BoQ & vide Tender # Maint/03/18-19.

Sr. #	Description	Expected Quantity in the year	Rate	Amount
1	DCP Fire Extinguisher Cylinder Size: 6 Kgs	300 Cylinders	480.00	144,000.00
2	CO <sub>2</sub> Fire Extinguisher Cylinder Size: 6 Kgs	150 Cylinders	700.00	105,000.00
3	Halotron Fire Extinguisher Cylinder Size: 6 Kgs	60 Cylinders	7,200.00	432,000.00
4	AFFF Fire Extinguisher Cylinder Size: 9 Kgs	10 Cylinders	405.00	4,050.00
5	AFFF Fire Extinguisher Cylinder Size: 50 Kgs	5 Cylinders	2,250.00	11,250.00
<b>Total</b>			<b>Rs. 696,300.00</b>	



- 2.3 The Service Provider bidder should provide 5% Performance Security of total value of Work Order in the form of Pay Order or bank guarantee before submission of invoice.
- 2.4 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Work Order.
- 2.5 Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
- 2.6 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 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 liquidity 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.
- 2.9 Service Provider must adopt Environmental Friendly procedure and avoid the use of Toxic material.
- 2.10 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.11 All gases should be UL listed / certified.

### **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 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 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.

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  
**INTEGRITY PACT**

- 7.1 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).
- 7.2 Without limiting the generality of the forgoing the M/s Pakistan Fire & Fumigation Services 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.
- 7.3 M/s Pakistan Fire & Fumigation Services 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.
- 7.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Pakistan Fire & Fumigation Services 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

Article VIII  
**MISCELLANEOUS**

- 8.1 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 8.2 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.
- 8.3 The validity of the contract will be effective from January 01, 2019 to December 31, 2019.
- 8.4 All terms and conditions of tender vide # Maint/03/18-19 will be the integral part of this agreement and can't be revoked.
- 8.5 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Repeat Order.
- 8.6 This agreement would be extendable for another ONE year with mutual consent.

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 Shabbir  
Wing Commander (Retd)  
General Manager Administration  
Institute of Business Administration  
Karachi, Pakistan

"IBA"  
NAME: Aamer Shabbir Khan

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

Address:

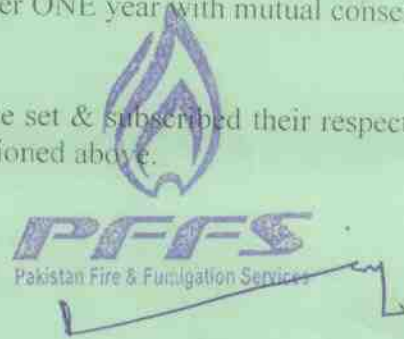
G. M. Admin Institute of Business  
Administration Main Campus  
University Road, Karachi

WITNESS:

1.   
M. SOHAIL KHAN  
Manager Purchase & Stores  
Institute of Business Administration  
Karachi-Pakistan

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

Address: \_\_\_\_\_

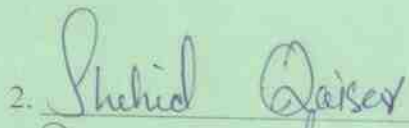


M/s Pakistan Fire & Fumigation Services  
NAME: Muhammad Asif

CNIC # 42301-9760823-3

Address:

Address: 44, Jumani Arcade,  
Main University Road Block-14,  
Gulshan-e-Iqbal, Karachi

2.   
Shahid Qaiser  
Pakistan Fire  
and Fumigation Services

CNIC # 42301-5768735-5

Address: H-275 Sector D  
Bhettai Colony Kori Crossy