

*Tender Fee: Rs. 2,000/-
(Non-Refundable)*

TENDER FORM

Tender # Maint/02/23-24

Pest Management Fumigation Services - Framework Contract

Date of Issue : August 07, 2023

Last Date of Submission : August 23, 2023 (3:00 PM)

Date of Opening of Tender : August 23, 2023 (3:30 PM)

Company Name: _____

NTN: _____

SRB / GST Registration Number: _____

Pay Order / Demand Draft # _____, Drawn on Bank _____

Amount of Rs. _____, Dated: _____

Notice Invitation Tender (NIT)

Tender Notice

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpayers of manufacture / firm / companies / supplier registered with relevant tax authorities (whichever is applicable) for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Fumigation Pest Management Services - Framework Contract (Maint/02/23-24)	Single Stage One Envelope	2%
Tender Fee & Dates		
Fee: Rs.2,000/-		
Issuance start date: August 07, 2023 at 9AM		
Issuance end date & time: August 23, 2023 at 3 PM		
Submission date & time: August 07, 2023 to August 23, 2023 from 9 AM to 3 PM		
Opening date & time: August 23, 2023 at 3:30 PM		

Tender Document may be collected after submission of paid fee challan from the Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). Alternatively, the tender document can be downloaded from the website. The Tender fee challan is to be generated from the IBA website <https://www.iba.edu.pk/tenders/> which may be deposited in any branch of Meezan Bank Ltd. Sealed bids should be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus University Enclave Karachi and will be opened on same date & venue in the presence of the bidders representatives who may wish to attend. In case of holiday the tender shall be opened / received on the next working day at same place and time. Bid Security in the form of Pay Order or Demand Draft has to be submitted in favour of "**IBA Karachi**" along with the Financial Proposal.

Kindly mention "Tender Number" at top right corner of the envelope.

N.B. IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to relevant provision of SPP Rules 2010.

REGISTRAR

IBA, Main Campus, Univeristy Enclave, Karachi 75270

111-422-422 Fax (92-21) 99261508

Contact Person Sr. Executive Purchase on 38104700 ext: 2150

Email tenders@iba.edu.pk

Website <https://www.iba.edu.pk/tenders/>

<https://ppms.pprasindh.gov.pk/PPMS>

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1. Introduction

Dear Tenderer:

Thank you the interest you have shown in response to the IBA's advertisement which has floated in IBA & SSPRA websites and leading newspaper on August 07, 2023 to "Pest Management Fumigation Services - Framework Contract".

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA & several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools & the assessment & testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards & academic traditions it had inherited from Wharton & USC while adapting and adjusting them with the passage of time.

We expect to avail services/works/items of high standards meet our prime & basic specifications through this transaction.

Please contact Sr. Purchase Executive on 38104700 ext: 2150 for any information and query

Thank you.

-sd-

Registrar

2. Instructions

- (a) The Institute of Business Administration, Karachi (IBA) expects that aspirant companies / firms / dealers / agencies / individuals should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach required supporting document according to the requirement.
- (b) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column un-answered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space please attach a paper & clearly mention item/column name or number etc that referred the column/item of the Tender Form.
- (c) You can collect the Tender Document from the office of Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from August 07, 2023 to August 23, 2023 during working 9:00 AM to 3:00 PM.
- (d) The last date of submit the Tender Document in sealed envelope in August 23, 2023 by 3:00 PM in the Office of the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on same day at 3:30 PM in the presence of representatives who may care to attend.
- (e) Bid Security 2% along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration.
- (f) Successful bidder should provide 5% Performance Security total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee with 7 days after signing of agreement. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract / Warranty, whichever is longest.
- (g) Please mention "Tender Number" at top left corner of the envelopes. Client may reject any bid subject to relevant provision of SPP Rules 2010 may cancel the bidding Process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules.

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3. Bill of Quantity**Pest Management Fumigation Services - Framework Contract**

S #	Description	Estimated Area (Sq ft)*	Flying Insect Fumigation Spray / Gel Treatment Rate per service charges		Termite Proofing Services Building / Infrastructure Rate per service charges		Rodent Control Fumigation Services Rate per service charges		Antimicrobial / Disinfectant Fogging (For COVID-19) Rate per service charges	
			Rate /Sq ft.	Amount	Rate /Sq ft.	Amount	Rate /Sq ft.	Amount	Rate /Sq ft.	Amount
1	Main Campus									
	a. Admin, Library, Aman CED, NBP, Adamjee &Tabba Academics Buildings	300,000								
	b. Open Area Main Campus	400,000								
	b. Hostels	78,000								
	c. Girls Hostel &VFR	45,000								
2	City Campus									
	a. Admin & Academics Buildings	75,000								
	b. Aman Tower	100,000								
Total Amount										
Frequency during the year			1		1		1		1	
Total Annual Cost										
SST										
Total Amount with SST										
Grand Total Amount										
Bid Security of 2% of Grand Total Amount										

* The above areas are for estimates only, actual sq ft areas will be calculated on as and when required basis

Grand Total Amount Rupees (in words)

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The area mentioned is approximate sq.ft however payment shall be made as per actual measurement of the work done. Chemicals used for fumigation should be approved from the Pakistan Plant Protection agency. Details are as follows:

S#	Type of Fumigation	Recommended Chemicals
1	Termite or any other relevant Govt. Agency Proofing (Soil – Building Structures) Termite Control Services	AGENDA EC-25 (M/s BYER) or equivalent Termite Control Services Fipronil 25EC (Agenda, Wonder)
2	Termite Proofing (Wood – Laminates etc.)	TENEKAL Plus (M/s STEDEC) or equivalent
3	Kothrine ants, cockroaches-American, cockroaches-German, cockroaches-oriental, earwigs, fleas, flies, millipedes, moths-of-clothes, moths-of-food, silverfish, spiders, vinegar-flies, wasps,	Insecticide K-othrine SC25, (M/s BAYER) or equivalent K - OTHRINE EC 15 (M/s Jaffer Brothers) or equivalent
4	Plants Fumigation	Polytrin-C 440EC (M/s Syngenta) or equivalent
5	Bed Bug treatment	Bullets (Mix Parathyroid)
6	Fumigation Service	Chlorpyrifos, Cypermethrin, Permethrin Clothianidin, Dichlorvos, Coopex Powder, warrior Gel
7	Mosquito Spray	Deltamethrin
8	Rodent Control Services	Rodent Control Services Brodifacoum, Rat Bait, ACTA 1080
9	Water Tank Cleaning	Potassium Permanganate, Chlorine

Instructions to the Bidders:

- Spray should be performed by experienced / professional service provider.
- All precautionary measures should be adopted & practiced while performing fumigation.
- Occupants of the marked area should be informed well before fumigation.
- Directions of usage and recommended quantity as mentioned on chemical bottles must be ensured and properly supervised.

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4. BIDDING DATA

- a. **Name of Procuring Agency:** Institute of Business Administration, Karachi
- b. **Brief Description of Works:** Pest Management Fumigation Services - Framework Contract
- c. **Procuring Agency's address:** Main Campus, University Enclave, Karachi
- d. **Amount of Bid Security:** Bid Security 2% of total amount/cost will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi
- e. **Period of Bid Validity (days):** Ninety Days
- f. **Performance Security Deposit:** Successful bidder should provide 5% Performance Security on total value of Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- g. **Deadline for Submission of Bids along with time:** The last date of submit the Tender Document in sealed envelope in August 23, 2023 by 3:00 PM in the Office of the Security Gate # 4, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on same day at 3:30 PM in the presence of representatives who may care to attend.
- h. **Venue, Time, and Date of Bid Opening:** Tender will be opened on August 23, 2023 on 3:30 PM at IBA Main Campus, University Enclave, Karachi.
- i. **Time for Completion from written order of commence:** 20 days
- j. **Liquidated damages:** 2% liquidated damages of the total amount will be imposed per month for which the contractor failed to complete work within the execution period.
- k. **Pay Order / Demand Draft # _____, Amount (Rs): _____**
Drawn on Bank: _____, Dated: _____

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5. BIDDER QUALIFICATION CRITERIA

S. No	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Last 3 years (at least) experience in relevant field.	
2	Last 3 years' financial statements indicating minimum turnover of 3 million (per annum).	
3	"Sales tax registration certificate with last month return copy both FBR and / or SRB" and NTN certificates.	
4	Affidavit of no dissatisfactory performance at any institution / organization.	

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6. Terms & Conditions of Services

- (i) **Signing of Contract Agreement:** The company / agency will sign the contract agreement as acknowledgement.
- (ii) **Items Deliverable:** 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.
- (iii) **Duration:** The period of Execution will identify on Contract Agreement for One year / 12 months extendable with mutual consent.
- (iv) **Liquidity Damage:** Liquidity damage will be imposed due to delayed in timing & if deemed necessary termination of the contract may be awarded in the interest of commuter prejudice.
- (v) **Payment:** Payment will be paid after deduction of withholding Tax as per government regulations.
- (vi) **Rejection of Items:** Client reserve the right to cancel any or all the items if job is not in accordance with our specification or if the completion of services is delayed.
- (vii) **Termination:** 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, equipment and manpower which may have been placed at premises from the time to time.
- (viii) **Submission of Bills/Invoices:** Invoice / bill should be submitted to Purchase & Stores Department with Satisfactory Note of the Client.
- (ix) **Arbitration:** 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 letter of intent or this subject matter thereof shall be referred to the Client and CEO of the company/agency for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties under Arbitration Act 1940.

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- (x) **Bid Security:** 2% Bid Security on higher quoted vehicles must be deposited along with the Tender Form in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi.
- (xi) **Inspection:** Inspection of premises will be carried on specified dates & communicated to the Service Provider accordingly.
- (xii) **Performance Security:** Successful 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. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract / Warranty, whichever is longest.
- (xiii) **Sub-letting:** No Sub-letting is allowed during contract period.
- (xiv) **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- (xv) **General Sales Tax:** General Sales Tax will be paid on applicable items only by the company/firm/agency.
- (xvi) **Government tax(es), levi(es) and charges(s):** It will be charged at actual as per SRO.
- (xvii) **Validity of Bid:** Validity is for ninety (90) days.
- (xviii) **Rights:** IBA, Karachi reserve the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.
- (xix) **Company Profile:** Company Profile be attached with this document.
- (xx) **Tender Document:** Tender Document available at the Office of Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Road, Karachi.
- (xxi) **Submission of Documents:** Last date for tender submission is August 23, 2023 up to 3:00 PM.
- (xxii) **Opening of Tender:** Tender will be opened on August 23, 2023 on 3:30 PM at IBA Main Campus, University Enclave, Karachi.

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- (xxiii) **Taxes:** All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- (xxiv) **Stamp Duty:** Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
- (xxv) **Rate Revision:** Agreed rate as per agreement will not revise during the agreement period.
- (xxvi) **Billing:** The billing will be made on monthly basis. Bills preferably should be typed and in triplicate, and should be submitted to IBA, Karachi Purchase Office with Satisfactory.
- (xxvii) **Authority:** The IBA, Karachi is not bound to accept any quotation, nor award a contract / Work Order, nor be responsible for any costs associated with a Supplier preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
- (xxviii) **Blacklisted:** Supplier is required to provide affidavit that the firm is not Black Listed from any of the Government / Semi Government / Private Organization / Firm / Agencies / Department etc.
- (xxix) **Rate Running Contract:** This is Rate Running Contract for ONE year / 12 months. Quantity may be fluctuated and varies with requirement. Expected quantity/services would be one each month / 12 per year.
- (xxx) **Sales Tax Registration Certificate:** Firms / Companies must provide "Sales tax registration certificate with last month return copy both FBR and / or SRB" at the time of submission of bidding document.
- (xxxi) **Contract Period:** The contract may be valid for one year and extendable with mutual consent. However, reviewed shall be made on every 12 months.
- (xxxii) **Physical Testing:** 2% Physical random testing of the fumigation services should be carried out by IBA authority.
- (xxxiii) **Effectiveness of Filling:** On every completion of fumigation lot filled, the successful supplier will submit the letter on letterhead of the effectiveness of filling for one year.

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- (xxxiv) **Environmental Safety:** The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.
- (xxxv) **Measures for Health, Safety & Environment.** The contractor is responsible for the safety of all its activities including protection of the environment on and off the site in accordance to the best international practices.
- (xxxvi) **Child Labor.** All staff must have CNIC and clearly mentioned to discourage work through child labor.
- (xxxvii) **Life Insurance.** Life Insurance / Security of worker will be the responsibility of contractor. IBA will not be responsible for any mishap.
- (xxxviii) **No Smoking.** IBA is no smoking zone. Cigarette smoking, Pan/Beatle Leaf & Gutka chewing is not allowed. Alcohol drinking & use of any intoxicant is prohibited in IBA, Karachi premises.
- (xxxix) **Site Clearance.** On completion of the work, it will be responsibility of the Contractor to remove debris/sludge/garbage/waste material/left over material, machineries, equipment and manpower from the site at their own cost after completion of works/jobs/project. However, clearance will be required from Sr. Manager General Maintenance.
- (xl) **Site Visit:** The bidders are advised to visit and examine the Site of the works and its surroundings and obtain for themselves all information that maybe necessary for preparing the bid and entering into a contract for the Works is mandatory. All cost in this respect shall be at bidders 'own expenses'.
- (xli) **Treatment:** Controlling of cockroaches, all kinds of Crawling, Flying Insects, Rats and Mosquitoes using only the approved insecticides of the WHO (UN), FAO (UN), EPA (USA), FDA (USA) and of NPCMA (USA).
- (xlii) **Environment Friendly Chemicals:** Service Provider takes full responsibility of using only the safest chemicals, environmental friendly and approved from EPA (USA), FDA (USA) and from NPMA (USA).
- (xlili) **General fumigation:**
Procedure:
- Wet liquid pesticide surface spray will be carried out for cockroaches, crawling & general pest insects.
 - Electric Fogging will carry out close premises. (Exposure time Three Hours)

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Guarantee: 02 Months for Cockroaches

- (xliv) **Rats Control Treatment:** Procedure: Placement of Rat's Medicines, rat's Baits Stations, Traps and Cages (As & when required)
- (xlv) **Recommended Services:** Rats control requires multiple treatments spread over the periods of time. Technical Expert recommends continue periodic services scattered over different phases during a pre-defined and contracted period.

Guarantee: Instant Killing

- (xlvi) **Mosquito/Dengue Treatment:**
Procedure:
- Wet liquid pesticides surface spray will be carried out for mosquito, crawling & general pest insects.
 - Electric Fogging will carry out close premises. (Exposure time Three Hours)
 - Thermal Fogging (CDGK Styled) to open area.

Treatment Procedure: Technically the mosquito is controlled in three stages mentioned below:

- To kill existing mosquito from the premises.
- To locate their breeding and hiding places and control them.
- To stop the migration of mosquito from adjacent areas.

Guarantee: Instant Killing.

- (xlvii) **SAFETY / HSE STANDARDS:**

Safety of people, safety of property, safety of machinery, safety of environment, etc. Do not compromise on safety and try harder in controlling pest, applying safe methods and using all safety gears.

1. Pest Technicians are will trained and certified to undertake the jobs.
2. PEST Technicians would be fully equipped with PPE.
3. Customer's Safety Standards are strictly followed, when briefed.

- (xlviii) **Certification of Pest Management:**

Services will issue the Certificate of the Guarantee after service completion (This certificate can be use for any type of Audits & HSE inspection).

Due to the following authorized certification is providing services 24/7 basis with our professional and guaranteed services without compromising safety.

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- EPA (Environment Protection Agency-Sindh)
- PLANT PROTECTION – Ministry of National Food Security & Research (Government of Pakistan)
- NPMA (USA)
- PEC (Pakistan)
- ISO (14001) & OHSAS (18001)

Note: In light of Sindh Environment Protection Act 2014, Handling and transportation of hazardous chemical without EPA approval is Unauthorized.

Note:

This Terms & Conditions is integral part of contract agreement besides other clauses / articles.

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7. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the company/firm/agency for the Pest Management Fumigation Services - Framework Contract on Rate Running basis;

M/s _____, for the Fumigation Pest Management Services -Framework Contract hereby declares that:

- (a) Its intention not to obtain the procurement work of any Contract, right, interest, privilege, or other obligation or benefit from the Client or any administrative or financial offices thereof or any other department under the control of the Client through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the company/firm/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 Client 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 Client, except that which has been expressly declared pursuant hereto.
- (c) The company/firm/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 Client under any law, contract, or other instrument, be stand void at the discretion of the Client.
- (d) Notwithstanding any right and remedies exercised by the Client in this regard, company/firm/agency agrees to indemnify the Client for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the Client in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/Contractor as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the Client.

Note:

This integrity pact is mandatory requirement other than auxiliary services / works.

Stamp & Signature

GENERAL CONDITION OF CONTRACT
Pest Management Fumigation Services - Framework Contract

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

BETWEEN

M/s Institute of Business Administration, Karachi through its Registrar, Admin, 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....., having its office at **Shop # , Karachi**, hereinafter referred to as “THE CONTRACTOR” (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor _____ holding CNIC No. on the SECOND PART.

WHEREAS “IBA” intends to obtain Pest Management Fumigation Services - Framework Contract (Rate Running Basis) vide Tender # MAINT/02/23-24.

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

WITNESSETH

“IBA” hereby offer to appoint M/s as their official Services Provider for the specific purpose of “Pest Management Fumigation Services - Framework Contract” in respect of the same with “IBA” before the determination of scope of services to “IBA” for Provision of Fumigation Services-Framework Contract (Rate Running Basis). “THE CONTRACTOR” hereby agree to the offer of the “IBA” in acceptance of the terms & conditions here in below forth.

Article I

DUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 “THE CONTRACTOR” agrees to provide any/all kind of Fumigation Pest Management Services - Framework Contract 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 commuter prejudice.

- 1.5 Payment will be paid after deduction of withholding Tax / Service Tax as per government regulations.
- 1.6 IBA, Karachi reserve the right to cancel any or all the items if job is not in accordance with our specification or if the completion of services is delayed.
- 1.7 Invoice / bill should be submitted to Procurement Department with Satisfactory Note of the Client.
- 1.8 Inspection of premises will be carried on specified dates & communicated to the Contractor accordingly.
- 1.9 No Sub-letting is allowed during contract period.
- 1.10 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 1.11 It will be charged at actual as per SRO.
- 1.12 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- 1.13 Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
- 1.14 Agreed rate as per agreement will not revise during the agreement period.
- 1.15 The billing will be made on monthly basis. Bills preferably should be typed and in triplicate, and should be submitted to IBA, Karachi Purchase Office with Satisfactory.
- 1.16 This is Rate Running Contract for ONE year / 12 months. Quantity may be fluctuated and varies with requirement. Expected quantity/services would be one each month / 12 per year.
- 1.17 The contract may be valid for one year and extendable with mutual consent. However, reviewed shall be made on every 12 months.
- 1.18 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.19 IBA is no smoking zone. Cigarette smoking, Pan/Beatle Leaf & Gutka chewing is not allowed. Alcohol drinking & use of any intoxicant is prohibited in IBA, Karachi premises.

Article II
REMUNERATION

- 2.1 The rates, charge(s) & cost offered by the Contractor will be according to the tender but not limited to the specified quantity. The Provision of Fumigation Services - Framework Contract (Rate Running Basis) & payment will be made on approved rate/charges/cost.
- 2.2 The Contractor should provide 5% Performance Security of total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract / Warranty, whichever is longest.
- 2.3 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Work Order.
- 2.4 Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
- 2.5 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 2.6 Any event should be informed through prior work order at least 48 hours.
- 2.7 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by the Contractor as per SRO/Notification.
- 2.8 A liquidated 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.

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 General Manager IBA, 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 Contractor 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 Contractor and the client. That upon termination of this agreement the agency shall be permitted to remove all its devices, equipment and manpower which may have been placed at premises from the time to time.

Article V

INDEMNITY

5.1 "THE CONTRACTOR" 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 CONTRACTOR", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE CONTRACTOR" 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 **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 **RENEWAL**

8.1 The contract may be valid for one year, based on satisfactory performance, and may be renewed for further years with mutual consent.

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 M/s the Contractor 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 M/s the Contractor 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, M/s..... the Contractor 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 M/s..... the Contractor as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article X
MISCELLANEOUS

10.1 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.

10.2 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.

10.3 The validity of the contract will be effective from

10.4 All terms and conditions of tender vide # MAINT/02/23-24 will be the integral part of this agreement and can't be revoked.

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

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s. _____

Contact Person: _____

Address: _____

Tel # _____, Fax: _____

Mobile: _____, Email: _____

Stamp & Signature