

Agreement Amount Rsn 26,64,040/-

CHN 364

Rsn 9330/-

13-10-2021



13.11.21

OFFICE SUPERINTENDENT  
Stamp Office, City Court  
Karachi.

13 OCT 2021

### AGREEMENT

### FUMIGATION PEST MANAGEMENT SERVICES – FRAMEWORK CONTRACT

THIS AGREEMENT is executed at KARACHI, on this day September .....6....., 2021

#### **BETWEEN**

M/s Institute of Business Administration, Karachi through its General Manager, Admin, 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 Fumicon Services (Pvt) Ltd, having its office at # 105-C, 3<sup>rd</sup> Floor, 'B' Commercial Area, Phase-II, DHA, 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 Director Mr. Abdul Wahab Adamjee, holding CNIC No. 42101-9409259-9 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Fumigation Pest Management Services – Framework Contract vide Tender # Maint/04/20-21.

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

#### WITNESSETH

"IBA" hereby offer to appoint M/s Fumicon Services (Pvt) Ltd as their official Services Provider for the specific purpose of "Fumigation Pest Management Services – Framework Contract" in respect of the same with "IBA" before the determination of scope of services to "IBA" for Fumigation Pest Management Services – Framework Contract. "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 SERVICE AND AGREEMENT

1.1 "THE SERVICE PROVIDER" 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 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.
- 1.4 Payment will be paid after deduction of withholding Tax as per government regulations.
- 1.5 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.
- 1.6 Invoice / bill should be submitted to Procurement Department with Satisfactory Note of the Client.
- 1.7 Inspection of premises will be carried on specified dates & communicated to the Service Provider accordingly.
- 1.8 No Sub-letting is allowed during contract period.
- 1.9 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 1.10 It will be charged at actual as per SRO.
- 1.11 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- 1.12 Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
- 1.13 Agreed rate as per agreement will not revise during the agreement period.
- 1.14 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.
- 1.15 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.
- 1.16 The contract may be valid for one year and extendable with mutual consent. However, reviewed shall be made on every 12 months.
- 1.17 2% Physical random testing of the fumigation services should be carried out by IBA authority.
- 1.18 On every completion of fumigation lot filled, the successful supplier will submit the letter on letterhead of the effectiveness as per agreed guarantee in tender documents and in this agreement under Article-II.
- 1.19 The Service Provider 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 Service Provider's labor shall be paid by him.
- 1.20 The Service Provider 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.
- 1.21 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.22 Life Insurance / Security of worker will be the responsibility of Service Provider. IBA will not be responsible for any mishap.
- 1.23 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.
- 1.24 On completion of the work, it will be responsibility of the Service Provider 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.

- 1.25 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).
- 1.26 Service Provider takes full responsibility of using only the safest chemicals, environmental friendly and approved from EPA (USA), FDA (USA) and from NPMA (USA).

## Article II

### PROCEDURE OF GENERAL FUMIGATION

- 2.1 Wet liquid pesticide surface spray will be carried out for cockroaches, crawling & general pest insects.
- 2.2 Electric Fogging will carry out close premises. (Exposure time Three Hours)
- 2.3 **Guarantee:** 02 Months for Cockroaches
- 2.4 **Rats Control Treatment:** Procedure: Placement of Rat's Medicines, rat's Baits Stations, Traps and Cages (As & when required)
- 2.5 **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.
- 2.6 **Guarantee:** Instant Killing
- 2.7 **Mosquito/Dengue Treatment:**
  - a) Wet liquid pesticides surface spray will be carried out for mosquito, crawling & general pest insects.
  - b) Electric Fogging will carry out close premises. (Exposure time Three Hours)
  - c) Thermal Fogging (CDGK Styled) to open area.
- 2.8 **Treatment Procedure:** Technically the mosquito is controlled in three stages mentioned below:
  - a) To kill existing mosquito from the premises.
  - b) To locate their breeding and hiding places and control them.
  - c) To stop the migration of mosquito from adjacent areas.
- 2.9 **Guarantee:** Instant Killing.
- 2.10 **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.
- 2.11 **Certification of Pest Management:** The Pest Management Certificate. Valid for national and international audits to be issued in 3<sup>rd</sup> month of the contract, after employer availing periodic services in time, as per the awarded work.
  - a) **EPA (Environment Protection Agency-Sindh)**
  - b) **PPMA (Pakistan Pest Management Association)**
  - c) **NPMA (USA)**
  - d) **PEC (Pakistan)**
  - e) **ISO (14001) & OHSAS (18001)**
- 2.12 In light of Sindh Environment Protection Act 2014, Handling and transportation of hazardous chemical without EPA approval is Unauthorized.

2.13 The area mentioned is approximate, and 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)	FIPRONIL 25 EC (any approved brand)
2	Termite Proofing (Wood – Laminates etc.)	FIPRONIL 25 EC (any approved brand)
3	Ants, cockroaches-American, cockroaches-German, cockroaches-oriental, earwigs, fleas, flies, millipedes, moths-of-clothes, moths-of-food, silverfish, spiders, vinegar-flies, wasps,	Permethrin Deltamethrin Alpha-Cypermethrin In any combination
4	Plants etc.	Polytrin-C 440EC (M/s Syngenta)

2.14 Instructions to the M/s Fumicon Services (Pvt) Ltd Services:

- 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

### **Article III** **REMUNERATION**

3.1 The rates, charge(s) & cost offered by the Service Provider will be according to the tender # Maint/04/20-21 but not limited to the specified quantity. The Fumigation Pest Management Services – Framework Contract services & payment will be made on approved rate/charges/cost.

S #	Description	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
	<b>Main Campus</b>	<b>Rate /Sq ft. without SST</b>	<b>Rate /Sq ft. without SST</b>	<b>Rate /Sq ft. without SST</b>	<b>Rate /Sq ft. without SST</b>
1	a. Admin, Library, Aman CED, NBP, Adamjee &Tabba Academics Buildings	0.27	2.00	0.13	0.55
	b. Hostels	0.27	2.00	0.13	0.55

	c. Girls Hostel & VFR	0.27	2.00	0.13	0.55
2	<b>City Campus</b>				
	a. Admin & Academics Buildings	0.27	2.00	0.13	0.55
	b. Aman Tower	0.27	2.00	0.13	0.55

3.2 The Service Provider 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.

3.3 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Work Order.

3.4 Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.

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

3.6 Tax (es)/Challan(s)/Levy (ies), if any or additional will be paid/borne by the Service Provider as per SRO/Notification.

3.7 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.

3.8 Payment will be made after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.

#### **Article IV** **ARBITRATION**

4.1 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 V** **TERMINATION**

5.1 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, equipment and manpower which may have been placed at premises from the time to time.

5.2 "IBA" may terminate this Agreement if the job is not executed according to the requirement at any time after issuing a 15 days' notice.

**Article VI**  
**INDEMNITY**

6.1 "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 VII**  
**NOTICE**

7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

**Article VIII**  
**FORCE MAJURE**

8.1 SERVICE PROVIDER 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 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 IX**  
**RENEWAL**

9.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and the SERVICE PROVIDER agree so.

**Article X**  
**INTEGRITY PACT**

10.1 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).

10.2 Without limiting the generality of the forgoing the M/s Fumicon Services (Pvt) Ltd 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.

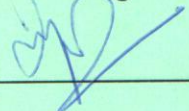
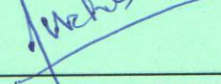
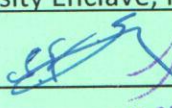
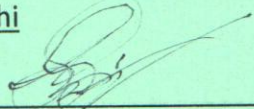
10.3 M/s Fumicon Services (Pvt) Ltd the Service Provider accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees 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.

10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Fumicon Services (Pvt) Ltd 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 M/s Fumicon Services (Pvt) Ltd the Service Provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

#### Article XI **MISCELLANEOUS**

- 11.1 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 11.2 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.
- 11.3 All terms and conditions of tender vide # Maint/04/20-21 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.

 <b>Dr Muhammad Asad Ilyas</b> Registrar Former Chairperson Accounting & Law Department Institute of Business Administration (IBA) Karachi, Pakistan	 Fumicon Services (Pvt) Ltd NAME: Abdul Wahab CNIC No: 42101-9409259-9 Address: 105-C, 3rd Floor, 'B' Commercial Area, Phase-II, DHA, Karachi
3.  "IBA" NAME: Syed Fahad Jawed CNIC # 42201-940936-3 Address: Head of Procurement Institute of Business Administration Main Campus University Enclave, Karachi	4.  Fumicon Services (Pvt) Ltd NAME: ASIF HABIB CNIC # 42101-8426313-5 Address: 105-C 3rd Floor, B comm. Area Ph-II, DHA Karachi

Focal Person IBA  
*Shahabuddin Khan*  
Campus Manager - Main Campus.