





ANISH AHMAD STAMP VENDOR

S.V. Lit. No. 19, Suit No. 223, 11nd Floor,  
Tahir Plaza, City Courts, Karachi

No. 18900 DATE.....

Address.....

For.....

Value Rs. 1000/- ATTACHED.....

Stamp Vendor's Signature.....

14 DEC 2017

Malik Muhammad Ishaq  
Advocate L/No.1878 H.C



WITNESSETH

ATTESTED

"IBA" hereby offer to appoint "THE CONTRACTOR" as their official work executor for the specific purpose of "Transport Services for Skill Development Project" in respect of the same with "IBA" as per the determination of scope of works/jobs on suitable scale with any/all other relevant details. "THE CONTRACTOR" hereby agree to the offer the "IBA" in acceptance of the terms & conditions here in below forth. However, the terms and conditions of the tender document vide # TR/01/17-18 would be integral part of this agreement.

#### Article I

#### DUTIES & SCOPE OF WORK & AGREEMENT

- 1.1 This Agreement includes, the "Transport Services for Skill Development Project", discussions with "IBA" as per determination of scope of work & time line to suitable scale with any/all other relevant details to "IBA".
- 1.2 All services must be executed on which the delivery/work 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 SIX months extendable with mutual conse it.
- 1.4 The Contractor must ensure, in case of break down / accident / mishap / challan / strike / bad weather etc, to drop the commuter on the time and place as specified accordingly.

1.5 Liquidity damage will be imposed due to delayed in timing & if deemed



DANISH AHMAD STAMP VENDOR

SV Lic No. 29, Suit No. 223, 11th Floor,  
Tahvi Plaza, City Courts, Karachi

14 DEC 2017

S. No. 18901 DATE

SYED KHAWAR MEHBOOB

ISSUED TO WITH ADDRESS

Advocate

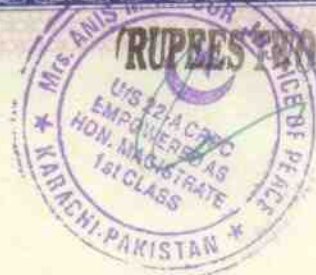
THROUGH WITH ADDRESS

Ledger No. 17149 - LC

PURPOSE

VALUERS 2000 ATTACHED

STAMP VENDOR'S SIGNATURE



ATTESTED

- 1.7 The Contractor will pay, in any form, for parts, tax, challans, wages, maintenance, rent and insurance et.. Client is liable to pay only the contract amount to the Contractor if the service provided by contractor found satisfactory.
- 1.8 Payment will be paid after deduction of withholding Tax as per government regulations.
- 1.9 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.
- 1.20 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.
- 1.21 Invoice / bill should be submitted to Procurement & Stores Department with Satisfactory Note of the Client.
- 1.22 Advance Payment subject to Bank Guarantee.

1.23 Inspection of vehicles will be carried on specified dates & communicated to the Contractor accordingly. Only those vehicles will ply for pick & drop to the Contractor accordingly. Vehicle(s) can't be

1.26 There will not be any limitation of minimum or maximum running Km of vehicle on day-to-day basis.

1.27 Agreed rate as per agreement will not revise during the agreement period.

1.28 The vehicle will be kept neat and clean and in perfect running condition with shining body and clean interior with good upholstery by the Contractor.

1.29 In case vehicle provided is not found satisfactory, the same shall be returned for immediate replacement. In case no replacement is provided in time, Client would have a right to hire a vehicle from the market and the additional cost incurred the client will be borne by the Contractor.

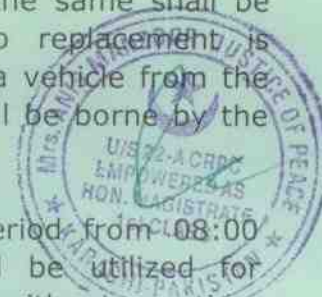
1.30 Generally, Vehicle should be utilized during the period from 08:00 hours to 21:00 hours; however, the vehicle will be utilized for preventive work or in case of urgency, continuously without any time limit. The vehicle must be available at any time on any day as desired by the Client. The vehicle and the driver should not be changed unless requested by the Client.

1.31 The Contractor would ensure that the drivers employed have valid driving license of four wheel vehicle. The vehicle should be registered with the concerned authority of Central/State Govt. The Contractor shall provide a certificate to this effect. The driver of the vehicle provided must follow traffic rules and other regulations prescribed by the Govt. from time to time. The driver should be able to communicate and write in Urdu/Sindhi

1.32 The Contractor should have an adequate number of telephones or contact numbers round the clock. The driver shall be neatly dressed, shall observe all the etiquette and protocol while performing the duty and, should must carry a mobile phone in working condition, for which no separate payment shall be made. Driver should be familiar with local routes and destinations including Tharparkar District.

1.33 As regard vehicle timings, the Contractor will not pass on the instructions directly to the driver concerned. All the instructions should be routed through the Client.

1.34 A daily record indicating time and mileage for each vehicle shall be maintained in a log book and log book shall be counter signed by Client regularly for scrutiny.



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- 1.36 In case of failure of the Services in providing/making available of vehicle on account of any defect/fault/breakdown/not reporting, liquidated damages/ compensations or alternative arrangement with prior permission shall be made, not by way of penalty, shall be imposed and recovered from the Contractor's bill without any notice.
- 1.37 The vehicle should be available/may be used for running in Karachi as well Outside Karachi including Tharparkar District as and when the Clients so desires.
- 1.38 The billing will be made on monthly basis. Bills preferably should be typed and in triplicate, and should be submitted to Procurement & Stores office in the 1st week of the following month with Satisfactory Note of the Client.
- 1.39 In case of any accident, all the claims arising out of it shall be met by the Contractor.
- 1.40 The Contractor should approach the Client in case of any assistance or difficulty.
- 1.41 The Client will do physical verification of vehicles before entering into the contract. Also, the Client will interact with drivers for general awareness and knowledge about common routes in Karachi and Tharparkar District.
- 1.42 The Client is not bound to accept any quotation, nor award a contract/Work Order, nor be responsible for any costs associated with a Contractor's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
- 1.43 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.
- 1.44 Boarding & Lodging of the Driver(s) will be the responsibility of the Client without prejudice of public interest.
- 1.45 The contract may be valid for six (6) months and extendable with mutual consent. However, reviewed shall be made on every six month.

**Article II**  
**REMUNERATION**

<b>M/s Dawood Rent A Car</b>	
<b>Saloon Car 1300 cc (Air Conditioned)</b>	
<b>Toyota Corolla XLI / Honda City or equivalent</b>	
<b>Karachi to Tharparkar Distt. &amp;</b>	
<b>Tharparkar Distt. to Karachi</b>	
<b>Quantity</b>	<b>01 Car with Driver</b>
Registration #	Aym-633
Vehicle Make	Honda City
Model 2010-12	2012
Registration Year	21-Nov-12
Chasis #	NFBGM1545CR131178
Engine #	LI3Z14421115
Engine Power	1300CC
Seating Capacity	4
4 Passengers including the Driver	
Rent per Month (Rs.)	Rs. 75,000.00
Rent per Month x 6 Months = Amount (Rs.)	Rs. 450,000.00
<b>Jeep 4 x 4 (Air Conditioned)</b>	
<b>2000 CC to 3000 CC</b>	
<b>Only ply for Tharparkar Distt.</b>	
<b>Quantity</b>	<b>01 Jeep with Driver</b>
Registration #	BC-0168
Vehicle Make	PAJERO
Model 1990 to 2000	1990
Registration Year	8-Mar-90
Chasis #	CL049WLJ400729
Engine #	4056CE-2402
Engine Power	2477 CC
Seating Capacity	4
4 Passengers including the Driver	
Rent per Month (Rs.)	Rs. 75,000.00
Rent per Month x 6 Months = Amount (Rs.)	Rs. 450,000.00
<b>Rent per Month x 6 Months = Total Amount (Rs.)</b>	<b>Rs. 900,000.00</b>



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2.3 The Client, shall be liable to pay the hiring charges as per the agreement only. Contract charges include monthly charges of driver including Round Trip, maintenance etc. The Contractor will pay Vehicle / Road Tax and challans to any limit. Fuel & Toll Tax is the responsibility of the Client

2.4 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 until the Date of Delivery/Completion of work /

- 2.6 Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
- 2.7 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 2.8 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by M/s Dawood Rent A Car as per SRO/Notification.
- 2.9 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 commuter prejudice.

### **Article III** **ARBITRATION**

- 3.1 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 Registrar of the IBA and CEO of the "THE CONTRACTOR" for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to 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 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

Client 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.

### **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 Transport Services provided to "IBA" and any person claiming through the IBA.



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**Article VII**  
**INTEGRITY PACT**

7.1 Its intention not to obtain the 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 foregoing the contractor/ manufacturer / supplier / distributor 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 The contractor/ manufacturer/supplier/distributor 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

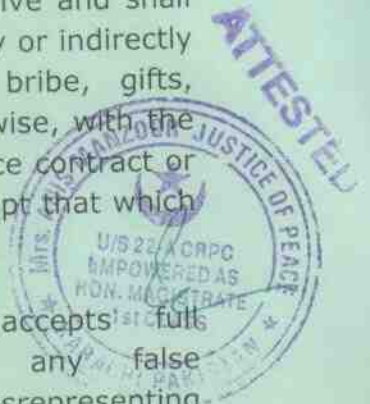
7.4 Notwithstanding any right and remedies exercised by the IBA in this regard, manufacturer/supplier/distributor agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the contractor as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**Article VIII:**  
**MISCELLANEOUS**

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


8.4 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.


8.5 The validity of the contract will be effective from the date of issue of



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

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

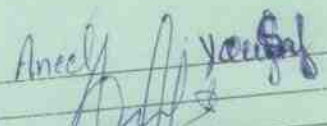
  
"IBA"  
NAME: Aamer Shabbir Khan  
CNIC # \_\_\_\_\_  
Address: \_\_\_\_\_  
G. M. Admin Institute of Business  
Administration Main Campus  
University Road, Karachi

  
M/S Dawood Rent A Car  
NAME: Dawood Liaquat

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

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

Address: House 506, Sector-C,  
Bhitai Colony Korangi Crossing, Karachi

1.   
CNIC # 42801-9059895-5


Address: House # 735 Bhatta  
Colony Korangi Crossing Karachi

2.   
NABEEL JAMES

CNIC # 42501-2688238-3

Address: Bhatta Colony Korangi  
Crossing C-114 Karachi/31.

ATTESTED

  
MRS. ANIS MANZOOR  
JUSTICE OF PEACE  
J/S, 22-A, CRPC EMPOWERED  
1ST CLASS  
KARACHI-PAKISTAN

14-12-17