



SAJAD ULLAH STAMP VENDOR

Shop No.02, Syed Village Malir Karachi
Lic. No. 157

S.NO.

DATE

008278

06 DEC 2017

RUPEES TWO THOUSAND ONLY

ISSUED TO WITH ADDRESS
THROUGH WITH ADDRESS
PURPOSE
VALUE RS
STAMP VENDOR'S SIGNATURE
Not For Use Free Will & Divorce Deed
Vendor Not Responsible Any False Documentation

Muhammad Hashim
Advocate

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day December 18, 2017.

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 Mr. Muhammad Asif, holding CNIC No. 2301-9760823-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain services Refilling of Fire Extinguishers vide Tender # Maint/02/17-18.

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 "Samian & Maint" of Fire Extinguishers.



ZEESHAN STAMP VENDOR

Licence No. 144, Shop No.A-6, Block-17, Ruff Heights
Phase-1, Gulistan-e-Johar, Karachi

S. No. **30174** Date.....

Issued to With Address.....

Through With Address.....

Purpose.....

Value Rs.....

Stamps Vendor's Signature.....

Not For use Bank Guarantee will divorce vendor not responsible

12 DEC 2017

(STAMPS FIVE HUNDRED ONLY)

MIRZA SHAHID BAIG
Advocate High Court
491 H.C. Karachi.
Reg. No. 491 H.C. Karachi

Article I

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.

- 1.22 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. 705,861.00 (inclusive of all taxes) vide tender # Maint/02/17-18 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/01/17-18

Sr. #	Description	Expected Quantity in the year	Rate	Amount
1	DCP Fire Extinguisher Cylinder Size: 6 Kgs	150 Cylinders	390.00	58,500.00
2	CO ₂ Fire Extinguisher Cylinder Size: 6 Kgs	75 Cylinders	660.00	49,500.00
3	Halotron Fire Extinguisher Cylinder Size: 6 Kgs	100 Cylinders	4,800.00	480,000.00
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
Total			Rs. 603,300.00	
17% GST			Rs. 102,561.00	
Total Amount			Rs. 705,861.00	

- 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

- 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.

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

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

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 commission, gratification, bribe, gifts, kickback given by the M/s Pakistan Fire & Fumigation Services 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.

8.2 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 the date of issue of Work Order.

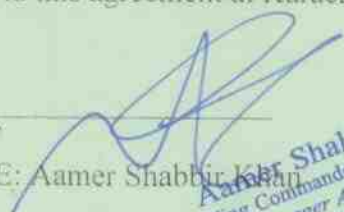
8.4 All terms and conditions of tender vide # Maint/01/17-18 will be the integral part of this agreement and can't be revoked.

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.

"IBA"

NAME: Aamer Shabbir  **Aamer Shabbir**
Wing Commander (Retd)
General Manager Administration
Institute of Business Administration (IBA),
Karachi, Pakistan

CNIC # _____

Address:

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

WITNESS:

1. Muhammad
Shahid Dasser



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

CNIC # 423019760823-3

Address: 130/P Block # 2 PECHS,
Karachi.

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



M. SOHAIL KHAN