



MUHAMMAD MUSLIM STAMP VENDOR
Lic. No. 43, Shop No. 8, D. C. Central Karachi.

S. NO. 17893
DATE 16 MAY 2022

AQIB IMRAN
B.A. LL.B. Advocate

RUPEES TWO HUNDRED

ISSUED TO WITH ADDRESS.....
THROUGH WITH ADDRESS.....
PURPOSE..... ATTESTED.....
NOT FOR USED BANK GUARANTY/WARRANTAGE
VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

AGREEMENT

Hiring of Transport Rental Services (Framework Contract)

THIS AGREEMENT is executed at KARACHI, on this day April 01, 2022.

BETWEEN

M/s Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Road, Karachi, hereinafter called and referred to as "Client" (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 United Transport Services, having its office at B-2, Block W, Allama Iqbal Town, North Nazimabad, Karachi, hereinafter referred to as "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. Ahmed Ali Khan, holding CNIC No. 42101-9394060-5 on the SECOND PARTY.

Now it is hereby agreed and declared by and between the parties as follows:

WITNESSETH

WHEREAS "IBA" intends to obtain transport services vide tender # TR/01/21-22 "Hiring of Transport Rental Services (Framework Contract)" up to the entire satisfaction of the service(s) to the "IBA" who has accepted the offer in a finished form complete in all respect.

[Signature]
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Article I
DUTIES & SCOPE OF WORK AND AGREEMENT

- 1.1 This Agreement includes, the "Hiring of Transport Services", discussions with "IBA" as per determination of scope of work & timeline to suitable scale with any/all other relevant details to "IBA".
- 1.2 The vehicle to be used for providing transport services should be road worthy and CPLC cleared. A valid vehicle fitness certificate and CPLC clearance are required.
- 1.3 The Service Provider will sign the contract agreement as acknowledgement.
- 1.4 All services must be executed on which the delivery/work execution, quantity, quality & specs are specified. Non-compliance with this condition renders the services/works liable to non-acceptance.
- 1.5 The Service Provider 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.
- 1.6 Liquidated damage will be imposed due to delayed in timing & if deemed necessary termination of the contract may be awarded in the interest of IBA, Karachi.
- 1.7 Maintenance and upkeep of the vehicle(s) is the sole responsibility of the service provider.
- 1.8 The Service Provider will pay, in any form, for parts, tax, challans, wages, maintenance, rent and insurance etc. IBA, Karachi is liable to pay only the contract amount to the Service Provider if the service provided by service provider found satisfactory.
- 1.9 Payment will be made after deduction of Withholding Tax(es) as per Government regulations.
- 1.10 IBA, Karachi reserves 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.
- 1.11 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 IBA, Karachi. The decision of the IBA, Karachi will be final and should be abided by the Service Provider and IBA, Karachi. 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.
- 1.12 Submission of Bills/Invoices: Invoice / bill should be submitted to Purchase Department with Satisfactory Note of the IBA, Karachi.
- 1.13 Advance Payment is not allowed.
- 1.14 Inspection of vehicles will be carried on specified dates & communicated to the Service Provider accordingly. Only those vehicles will ply for pick & drop services which are passed by IBA, Karachi after inspection. Vehicle(s) can't be changed / replaced without prior permission of IBA, Karachi authority.

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- 1.15 Performance Security should provide 5% of total value of estimated cost of service submitted through bid in the form of Pay Order or bank guarantee within 7 days of signing of this agreement.
- 1.16 No Sub-letting is allowed during contract period.
- 1.17 All rules, regulations and policies will be governed in accordance to the SPPRA.
- 1.18 Government tax(es), levi(es) and charges(s) will be charged at actual as per SRO.
- 1.19 There will not be any limitation of minimum or maximum running Km of vehicle on day-to-day basis.
- 1.20 IBA, Karachi, 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 Service Provider will pay Vehicle / Road Tax and challans to any limit. Fuel & Toll Tax is the responsibility of service provider.
- 1.21 A cleaner / gate keeper will be deputed on every vehicle for up keep and ushered for the commuters besides, the driver. Payment to the driver and the cleaner is the responsibility of the service provider. The vehicle will be kept neat and clean and in perfect running condition with shining body and clean interior with good upholstery by the Service Provider. The vehicles to be supplied should be in excellent condition mechanically as well as getup wise i.e. outer look / upholstery etc. should be decent looking and are well maintained during the contract period.
- 1.22 In case vehicle provided is not found satisfactory, the same shall be returned for immediate replacement. In case no replacement is provided in time, IBA, Karachi would have a right to hire a vehicle from the market and the additional cost incurred the IBA, Karachi will be borne by the Service Provider.
- 1.23 The vehicle must be available at any time on any day as desired by the IBA, Karachi. The vehicle and the driver should not be changed unless requested by the IBA, Karachi.
- 1.24 The Service Provider would ensure that the drivers employed have valid driving license of four-wheel vehicle / HTV professional. The vehicle should be registered with the concerned authority of Central Govt. The Service Provider shall provide a certificate to this effect. The driver of the vehicle provided should be medically fit and 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.
- 1.25 The Service Provider should have an adequate number of telephones or contact numbers round the clock. The driver shall be neatly dressed (preferable in uniform), shall observe all the etiquette and protocol while performing the duty and, must carry a mobile phone in working condition, for which no separate payment shall be made. Driver should be familiar with local routes.
- 1.26 As regard vehicle timings, the Service Provider will not pass on the instructions directly to the driver concerned. All the instructions should be routed through the focal person of IBA, Karachi.
- 1.27 A daily record indicating time and mileage for each vehicle shall be maintained in a logbook and log book shall be counter signed by focal person of IBA, Karachi regularly for scrutiny.

- 1.28 In case of breakdown of any vehicle during official duty, it shall be the responsibility of the Service Provider to provide a substitute vehicle immediately of same make & model. In case, the substitute vehicle does not report on time/does not report at all, the IBA, Karachi would have the right to hire a vehicle from the market and the additional cost incurred by the customer will be borne by the Service Provider.
- 1.29 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 Service Provider's bill without any notice.
- 1.30 In case of any accident, all the claims arising out of it shall be met by the Service Provider.
- 1.31 The Service Provider should approach the IBA, Karachi in case of any assistance or difficulty.
- 1.32 The IBA, Karachi will do physical verification of vehicles before entering into the contract. Also, the IBA, Karachi will interact with drivers for general awareness and knowledge about common routes in Karachi.
- 1.33 The Service Provider must provide "Sales tax registration certificate with last month return copy both FBR and / or SRB" at the time of submission of bidding document.
- 1.34 Boarding & Lodging of the Driver(s) will be the responsibility of the Service Provider without prejudice of public interest.
- 1.35 Vehicle must be parked in the premises of the IBA, Karachi during pick & drop timings.
- 1.36 Any of the mentioned vehicles will be hired based on requirement / number of students at the sole discretion of IBA.
- 1.37 Vehicle will not ply for commercial purpose or any other reason during the stipulated timings specified for the IBA, Karachi services.
- 1.38 The contracting agency/firm/company shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency.
- 1.39 The Service Provider shall deploy drivers on IBA only after police verification. All drivers deployed on IBA will carry CNIC & Identity Card issued by the contracting agency.
- 1.40 In case, the drivers employed by the successful agency / firm / company commits any act of omission / commission / tip that amounts to misconduct / indiscipline / incompetence, the agency/firm/company shall be liable to take appropriate disciplinary action against such drivers, including their removal from IBA site.
- 1.41 The vehicle to be used for providing transport services should be road worthy. A valid vehicle fitness certificate is a requirement.
- 1.42 All vehicles use for IBA, Karachi must be fixed & carry fire extinguishers especially for POL & allied matter.

1.43 The vehicle to be used for providing transport services should be road worthy. A valid vehicle fitness certificate is a requirement.

Article II REMUNERATION

2.1 The cost offered by Service Provider is on framework contract vide tender SBD # TR/01/21-22, and following rates are fixed till the validity of this contract.

Annexure 'A'

S. #	Description	Requirement	Rate (Per day) Inclusive of All Taxes
1	<u>Toyota Corolla/Yaris</u> Seating Capacity: 4 Model: 2018-2022 Engine Power: 1300cc Facility: Air Conditioning As and when required	1. Car per day with fuel (12 hours & 150-km) with Driver	5,000.00
		2. Car per day without fuel (12 hours) with Driver	4,000.00
		3. Fuel charges per kilometer *	25.00
		4. Full day and Night with Fuel + Driver + Toll (Out of station Btw Cities)	7500 + 25 Per KM
2	<u>Daihatsu Hi Jet / Suzuki Every:</u> Seating Capacity: 6-7 Model: 2015 – 2020 Engine Power: 660cc and Above Facility: Air Conditioning As and when required	1. Car per day with fuel (12 hours & 150-km) with Driver	8,000.00
		2. Car per day without fuel (12 hours) with Driver	5,000.00
		3. Fuel charges per kilometer *	30.00
		3. Full day and Night with Fuel + Driver + Toll (Out of station Btw Cities)	8,000.00
3	<u>Hiace or Equivalent</u> Seating Capacity: 18 Model: 2012 and above Engine Power: 2200cc Facility: Standard (without AC) As and when required	1. Hiace per day with fuel (12 hours & 150-km) with Driver	10,000.00
		2. Hiace per day without fuel (12 hours) with Driver	8,000.00
		3. Fuel charges per kilometer *	30.00
		4. Full day and Night with Fuel + Driver + Toll (Out of station Btw Cities)	15000.00 30 Per KM
	<u>Hiace or Equivalent</u> Seating Capacity: 18 Model: 2012 and above Engine Power: 2200cc	1. Hiace per day with fuel (12 hours & 150-km) with Driver	15,000.00
		2. Haice per day without fuel	

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	Facility: Air Conditioning	(12 hours) with Driver	12,000.00
	As and when required	3. Fuel charges per kilometer *	35.00
		4. Full day and Night with Fuel + Driver + Toll (Out of station Btw Cities)	18000.00 35 Per KM

4	<u>Coaster or Equivalent</u> Seating Capacity: 30-32 Model: 2012 and above Engine Power: 6 Cylinder Facility: Standard (without AC)	Per day with fuel (12 hours& 150km) with Driver	15,000.00
		Per day without fuel (12 hours) with Driver	10,000.00
		Fuel charges per kilometer *	35.00
	<u>Coaster or Equivalent</u> Seating Capacity: 22-28 Model: 2012 and above Engine Power: 6 Cylinder Facility: Air Conditioning As and when required	Per day with fuel (12 hours& 150-km) with Driver	18,000.00
		Per day without fuel (12 hours) with Driver	12,000.00
		Fuel charges per kilometer *	35.00
5	<u>Bus or Equivalent</u> Seating Capacity: 64 Model: 2012 and above Engine Power: 6 Cylinder Facility: Standard (without AC)	Per day with fuel (12 hours& 150-km) with Driver	20,000.00
		Per day without fuel (12 hours) with Driver	25,000.00
		Fuel charges per kilometer *	80.00
	<u>Bus or Equivalent</u> Seating Capacity: 48 Model: 2012 and above Engine Power: 6 Cylinder Facility: Air Conditioning As and when required	Per day with fuel (12 hours& 150-km) with Driver	40,000.00
		Per day without fuel (12 hours) with Driver	30,000.00
		Fuel charges per kilometer *	100.00


* Please refer clause 2.6

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Annexure 'B'

S#	Description	Details / Route	Time	Qty vehicles required	Monthly Rate (Rs.) Inclusive of All Taxes
1	Hino Bus or Equivalent: Seating Capacity: 64 Model: 2000 and above Engine Power: 8 cylinders Series (Standard): As and when required Point – A	IBA City Campus (source), Metropole, Clifton Bridge, Schon Circle/Boat Basin, Abdullah Shah Ghazi, Defence / Ideal Baker, Saudi Embassy, Sultan Masjid, Defence Phase IV, II, Hino Chowrangi, Baloch Colony Fly Over, Shahr-e-Faisal, Askari Petrol Pump, NIPA Fly Over/NIPA, Sir Syed University/K. U Silver Jubilee Gate, Main Campus (destination).	6:45am-8:15am Pick up 1:00pm 7:00pm	1	220,000.00
2	Hino Coaster or Equivalent: Seating Capacity: 32 Model: 2000 and above Engine Power: 6 cylinder Series (Standard): As and when required Point – B	City Campus (source), Saddar, Mehran Hotel, Cantt. Station, Gizri, Gora Kabrustan, Nursery, Awami Markaz, Karsaz, Dal Mian Road, Askari Petrol Pump, Johar More, Johar Chowrangi, Safari Park, Sui Gas Road, Maskan, IBA Main Campus (destination).	6:45am-8:15am 1:00pm 7:00pm	1	140,000.00

3	Hino Bus or Equivalent: Seating Capacity: 64 Model: 2000 and Above Engine Power: 8 cylinder Series (Standard): As and when required Point -C	City Campus (source), Saddar, Metro Pole, Clifton Bridge, 3 Talwar, 2 Talwar, Licence Branch Clifton, Abdullah Shah Ghazi, Sea View, DHA Phase-VIII, Kala Pul, Gora Kabrustan, FTC Building, Nursery, Karsaz, Dalmiyan, Askari Petrol Pump, NIPA, Safari Park, Maskan, IBA Main Campus (destination).	6:45am-8:15am Pick up 5:00pm-8:30pm Drop	1	220,000.00
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4	Hino Coaster or Equivalent: Seating Capacity: 32 Model: 2000 and Above Engine Power: 6 cylinder Series (Standard): As and when required Point - D	IBA City Campus (source), Gurumandir, Lasbela, Golimar, Nazimabad & North Nazimabad, Inquiry Office, Matric Board Office, Husain D'Silva Town, Nusrat Bhutto Colony, Sakhi Hassan, Nagan Chowrangi, UP More, Five Star, Tahir Vila, Cafe Piala, Ayesha Manzil, Mukka Chowk, Azizabad, Gulshan 13-D/1, Gulshan Roundabout, Main Campus (destination).	7:00am-8:15am 1:00pm-2:30pm 5:30pm-7:00pm	1	175,000.00
5	Hino Coaster or Equivalent: Seating Capacity: 32 Model: 2000 and Above Engine Power: 6 cylinder Series (Standard): As and when required Point - E	Main Campus (source), Safoora Chowrangi, Malir Cantt. /Askari-V, Malir Cantt Gate # 5, Malir Cantt Gate # 6, Race Course Ground, Safoora Chowrangi, Rizvia Society/Chapal Garden, Dow Medical University, Aga Khan Flats, Johar Chowrangi, Kamran Chowrangi, Mausamiyat / K.U. Staff Gate # 1, Main Campus (destination)	7:00am-8:15am 1:00pm-2:30pm 5:30pm-7:00pm	1	180,000.00
6	Hino Coaster or Equivalent: Seating Capacity: 32 Model: 2000 and Above Engine Power: 6 cylinders Series (Standard): As and when required Point - F	IBA City Campus (source)/ Numaish, PECHS/Khalid Bin Waleed Road, Medicare Hospital, Better Homes, Liberty, LNH, Dhorajee, Aga Khan University, National Stadium, Hassan Square, Sir Syed University, NIPA, Safari Park, Maskan, Main Campus (destination)	7:00am-8:15am 1:00pm-2:30pm 5:30pm-7:00pm	1	180,000.00
7	Toyota Hiace for School Van Seating Capacity: 18 Model: 2000 and Above Engine Power: 2200cc Series (Standard): Nearest in the	IBA Staff Town (source), Gulzar-e-Hijri, Abul Hasan Isphani Road, Patel Hospital, Disco Bakery, Moti Mahal, Neepa, Shaikh Zayed Gate, Rim Jhim Towers (Gulshan), IBA Main Campus, IBA Staff Town, IBA Main Campus (destination)	7:00am-8:15am 12:00pm-2:30pm	1	100,000.00

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	Location mentioned Schools from IBA Staff Town				
	As and when required				

2.2 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by M/s United Transport Services as per SRO/Notification.

2.3 Stamp duty of 0.35% for services against total value of monthly invoice will be levied accordingly.

2.4 All rules, regulations and policies will be governed in accordance to the SPPRA
FUEL COEFFICIENT FORMULA

2.5 The following base prices of the fuel for calculation of fuel/km rates:

- Base Price of Petrol : Rs. 149.86 as on March 01, 2022
- Base Price of Diesel : Rs. 144.15 as on March 01, 2022

2.6 In case of any revision by Ministry of Petroleum in the fuel prices, the adjustment on the same percentage shall be allowed accordingly (on the monthly basis only)

2.7 The Fuel Coefficient Formula is applicable only for the rates quoted on Annexure 'A'

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 "SERVICE PROVIDER" 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 any time after issuing a notice.

Article V

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INDEMNITY

5.1 "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 "Service Provider", as a result of any defect in the title of IBA or any fault, neglect or omission by the "Service Provider" which disturbs or damage the reputation, quality or the standard of Transport Services provided to "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 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 forgoing Service Provider/ 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 Service Provider/ 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 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 VIII


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RENEWAL

8.1 This Agreement shall be renewed on mutually agreed terms & conditions after completion of one year of satisfactory performance.

Article IX SEVERABILITY

9.1 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 X FORCE MAJURE

10.1 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 XII MISCELLANEOUS

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

12.2 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.

12.3 All terms and conditions of tender SBD vide # TR/01/21-22 will be the integral part of this agreement and can't be revoked.

All rules, regulations and policies will be governed in accordance to the SPPRA.

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: Dr. M. Asad Ilyas

CNIC # 42301-4497722-9

Address:

Registrar, Institute of Business

Administration Main Campus

University Road, Karachi

M/S United Transport Services
NAME:

CNIC #

Address:

WITNESS:

1. 
Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Head of Procurement

Institute of Business

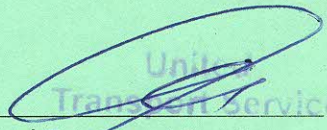
Administration Main Campus

University Road, Karachi

Focal Person IBA

Kazi Muhammad Mazharuddin

Manager Transport

2. 
M/s United Transport Services

NAME:

CNIC #

Address:


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