



22 FEB 2021

KASHIF RAZA STAMP VENDOR
Licence No. 02 G-14, Spanish Homes
Phase-I, D.H.A., Karachi.

S.No. 116549 Date
Issued To With Address..... MUHAMMAD SABIR
Through With Address..... Attache: HC/8309/Khi
Purpose.....
Value Rs.....
Stamp Vendor's Signature.....
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)



AGREEMENT

Provision of Security Services

This Security Services Agreement ("Agreement") is executed at Karachi on this day of FEBRUARY -2021.

BETWEEN

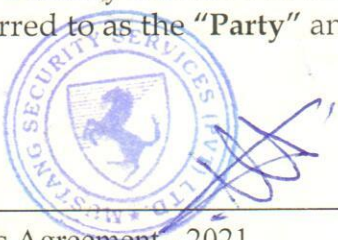
Institute of Business Administration, Karachi, located at Main Campus, University Road, Karachi (hereinafter referred to as 'IBA' which expression shall whenever the context so permits, be deemed to include its successor-in-interest, liquidators and permitted assigns) being party of the One Part;

And

M/s Mustang Security Services (Pvt.) Ltd., a "Security Service Provider" incorporated under the laws of Pakistan having its office at Plot # 121-C, 3rd Floor, Ehtesham Center, Main Korangi Road, Phase I, DHA, Karachi, through its Col. Ayaz H. Malik (Director Operations & Business Relations) (hereinafter referred to as the 'Security Service Provider' which expression shall whenever the context so permits, be deemed to include its successor-in-interest, liquidators and permitted assigns) being party of the Other Part

("IBA" and the "Security Service Provider" shall, wherever the context so requires, be individually referred to as the "Party" and collectively as "Parties")

WHEREAS:



- A. The IBA intends to obtain security services to protect its i- premises, ii- property, iii- personnel, iv- students & residents, etc. whenever & wherever the security services (hereinafter the "Security Services") required wherever including at the specified locations of IBA, i.e. Main Campus, City Campus, Boys' Hostels, Girls' Hostels, Staff Town, North Nazimabad plot etc. The identified location(s) can be withdrawn or might be added at the discretion of the IBA.
- B. The "Security Service Provider" is experienced in providing security services to the industrial units and other organizations and has offered to provide Security Services to IBA and the IBA has accepted the offer subject to the terms and conditions of this Agreement;

NOW THIS AGREEMENT WITNESSETH and, notwithstanding any previous understandings and exchange of communications between the Parties, it is hereby agreed and declared as under:

1. ARRANGEMENT OF SECURITY:

In consideration of the Remunerations mentioned in clause no. 15 below to be paid in accordance with the terms of clause no. 4 (Financial Methods) given below, the "Security Service Provider" hereby agrees as follows:

That it shall provide the Security Services to IBA at all times during the continuance of this Agreement;

That it hereby confirms that it has valid and enforceable license to operate as a security provider "Security Service Provider";

That it shall provide the Security Services wherever (within Pakistan) and whenever the same are required by IBA;

That it shall make all the arrangement which are necessary to fulfill its obligations under this Agreement and to provide Services to IBA in this regard;

That it shall provide but not limited 54 security guards (hereinafter the "Armed Security Guards"), 01 "Supervisor Boys Hostel", 03 "Ex Commandoes for Pak Army, Navy of Air Force", 04 lady searcher (hereinafter the "Lady Searcher"), 03 CCTV operator (hereinafter the "CCTV Operator"), 04 Security Supervisor and 01 CCTV technician (hereinafter the "CCTV Technician") each having the qualifications as mentioned in clause no. 2 below, (Armed Security Guard, Supervisor Boys Hostel, Ex-Commandoes, Lady Searcher, CCTV Operator and CCTV Technician hereinafter collectively referred to as the "Security Personnel";

That it shall ensure that the Security Personnel must be available to IBA round the clock, however, the "Security Service Provider" may divide the duty of each Security Personnel in 12 Hours shifts of different hours;

That it shall intimate in writing to IBA the name, identity and timing of duty of each Security Personnel before 48 hours of such Security Personnel's duty/shift;

DESIRED STANDARD OF SECURITY PERSONNEL:

Personnel must be Pakistani by birth, possess CNIC and not have any criminal record. The following shall be the desired standard of Security Personnel required by the IBA:

Security Guard:

- a. Retired Sepoy or L/Naik or equivalent rank from Armed forces of Pakistan or civil armed forces.

- b. Matriculate.
- c. Medical Cat "AYE". Eyesight 6/6 (Should be physical fit not obese and be able to carry out duties).
- d. Preferably from fighting arms like Infantry or Navy Marines with clean conduct sheet.
- e. Age not more than 50 years.
- f. Experience of serving in educational institution or similar place will be an added qualification.

ii. **Lady Searcher:**

- a. Educated with minimum Matric qualification, computer literate.
- b. Age between 20 to 45 years.
- c. Having 02 to 03-year experience of similar duty in large organization, preferably in educational institution.

iii. **CCTV Operator:**

- a. Intermediate or D.A.E in Electronics from Government's recognized institute.
- b. Age between 20 to 55 years.
- c. Having 02 to 03 years experience of similar duty in large organization, preferably in educational institution.
- d. Computer literate and knowledge of working of MS office, Networking.
- e. Should be able to configure & operate IP based (HIK VISION) CCTV system, Window Server 2007, Network Video recorder etc.
- f. Should be able to detect / trace faults & carryout minor repair / maintenance.

iv. **CCTV Technician:**

- a. Intermediate / D.A.E in Electronics / Electrical from Government's recognized institute.
- b. Age between 20 to 55 years.
- c. Having 03 years' experience of similar responsibility in large organization, preferably in educational institution.
- d. Computer literate and knowledge of working of MS office, Networking
- e. Proficient in deployment, installation, repair and maintenance of IP based (HIK VISION) CCTV system, Window Server 2007, Network Video recorder, Walk Through gate and other security surveillance and communication equipments.

3. **CONTRACT PERIOD:**

The period of this Agreement will be for 12 months which shall commence from February 01, 2021 to January 31, 2022. This Agreement may be extended for another term of one year or suitable period thereof on mutual consent of the Parties i.e. vendor and vendee on same terms & conditions.

4. **FINANCIAL CLAUSES:**

- i. 5% Performance Security Deposit of the total cost of services for **12 months February 01, 2021 to January 31, 2022** will be deposited by the "Security Service Provider" within seven days of signing of this Agreement.
- ii. Payment for rendered Security Services will be made to the security Agency / Firm on the completion of each month based on actual attendance/duties performed by Security Personnel during the relevant month. The security Agency / Firm will submit services bill to Security Office IBA Karachi Main Campus between the 8th to the 10th day of each month for the previous month.

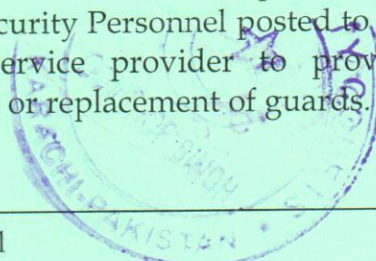


After scrutiny of bill by security office same will be forwarded to IBA Finance Office for payment.

- iii. All applicable tax(es) will be borne by the Service Provider.
- iv. No sub-letting/sub-contracting of Security Services in any form is allowed.
- v. Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
- vi. The "Security Service Provider" shall provide Clearance/Registration certificate from relevant authorities i.e. Provincial / Federal / Home Department and Interior Ministries, APSAA etc.
- vii. No escalation of rate and amount at any stage after approval of tender cost shall be accepted for the period of **2021-22**. However, escalation in charges may be revised for extended period with due approval & consent of IBA.
- viii. No increase in the value of services will be accepted on account of either unit amount, total cost, any and all other charges, duties, taxes, scope of services and / or any other head of account shall not be allowed, after award of Security Services tender for period of one year.
- ix. Breakdown of emoluments (charging for one Security Personnel from IBA) must be given to IBA by the "Security Service Provider" ensure that the Security Personnel are given declared amount of pay by 5th of each month positively. IBA, Karachi reserves the right to deduct 2% of the current monthly bill as penalty if security personnel are not paid by 6th of each month.
- x. The salary structure, emoluments paid to the Security Personnel contacted to IBA, Karachi – should be consonant with prevalent Government policies and generally practiced market rates. IBA, Karachi will not be liable to pay any additional charges due to any change in government policies.
- xi. In case guard is employed on overtime, the total cost of overtime will be paid to the security guard and the "Security Service Provider" will not deduct any service or other charges from the guard.
- xii. Advance Payment shall only be made against the submission/furnishing of Bank Guarantee of any Nationalized Bank in favor of IBA, Karachi
- xiii. IBA may hire/rental security equipment by / through the "Security Service Provider" & charges would be paid duly approved by the authority, on submission of quotation(s) / bill(s) / invoice(s).
- xiv. This Agreement shall also be governed by all terms & clauses of Sindh Public Procurement Regulatory Authority ("SPPRA").

5. OPERATIONAL REQUIREMENTS:

- i. The "Security Service Provider" shall be responsible for security clearance and character verification of Security Personnel posted to IBA from Police, APSAA & NADRA. The security service provider to provide verification letter on deployment of new guards or replacement of guards.



- ii. The "Security Service Provider" shall be responsible to provide attested photocopies of arms/ ammunitions valid license along with authority letter for carrying same by their Security Personnel while providing duty at IBA, Karachi.
- iii. During the duty hours, Security Personnel must wear proper and complete uniform with their Agency / Firm identity card. They are to be in possession of Photocopy of CNIC.
- iv. The "Security Service Provider" at its own expenses shall provide its Security Personnel with necessary uniform, arms, outfit, etc. required for the effective discharge of Security Services to the employer.
- v. The "Security Service Provider" should ensure that Security Personnel must be a Pakistani National, having valid CNIC.
- vi. "Security Service Provider" shall ensure that their Security Personnel are not involved in any criminal, terrorist, racial, religious, sectarian activities. Politically motivated individual also be avoided to be deployed. All deployed security guards must be disciplined and law-abiding nationals of Pakistan with clean conduct sheet.
- vii. The IBA, Karachi reserve the right to remove any or all Security Staff / Guard(s) if found involved in any criminal/ undesired activity or create harassment or disturbance among staff and students etc.
- viii. In case of any complaint against any of the Security Personals by the general public, staff or students of IBA, etc., the "Security Service Provider" shall be responsible for the same and the "Security Service Provider" shall replace/remove Security Personnel at its own expense without any delay.
- ix. If any Security Personnel reporting late by more than half an hour, half day salary will be deducted from the "Security Service Provider's" amount. In case of re-deployment of Security Personnel on overtime from same location or any other location equivalent to half day salary will be deducted from the "Security Service Provider's" amount.
- x. The security personnel / Guards must be of good health, physically fit sound mind and mature in judgment. Preferably in the age bracket of 30 years to 45 years.
- xi. Preference will be given to those guards who possess armed forces or law enforcement departments background and already served in educational institutions.
- xii. If any theft damage or lost occurred at the duty place of Security Personnel, the "Security Service Provider" will be responsible to make payment equivalent to cost of damage item/ theft property etc.
- xiii. The "Security Service Provider" allows IBA security to use their wireless frequency within IBA (City and Main Campuses) premises without charging additional amount.
- xiv. The "Security Service Provider" shall provide extra Security Personnel /Guards/Lady Searcher as and when required on same term and condition/ rates (per day) as fixed in contract agreement (equivalent one day duty).



- xv. The "Security Service Provider" shall provide 08 metal detectors and 08 under vehicle mirrors, to the Security Personnel without charging any additional amount. (Set of 05 for MC & 03 for CC).
- xvi. The "Security Service Provider" shall arrange training of Security Guards and arrange firing practice at least once in 02 months.
- xvii. The "Security Service Provider" would provide serviceable weapons to the Security Guards with the following ratio, Shot Guns: 80%, Pistols: 20% of total weapons with sufficient quantity of ammunitions.
- xviii. The "Security Service Provider" shall arrange periodical inspection of weapons/equipment to be arranged / ensured by the Agency / Firm through qualified technician. The "Security Service Provider" shall not give faulty/defected weapon/ammunition to deployed Security Guards.
- xix. The "Security Service Provider" shall ensure regular day & night check of deployed Security Personnel at all locations. Proper logbook shall be maintained by the "Security Service Provider" at all locations of duty at IBA.
- xx. Operation Manager of the "Security Service Provider" must visit the premises for which IBA requires the Security Services once in two-week time to discuss all issues related with the attendance, discipline, performance etc. of Security Personnel with respective campus Security Coordinators.
- xxi. The "Security Service Provider" shall deploy mix cluster of people, they should not be of same cast or area or sect. Ethnic/area proportion in the strength of deployed Security Personnel to be ensured.
- xxii. In case of poor turnout, provision of untrained Security Personnel, faulty equipments and weapons etc., IBA shall have the right to deduct the amount equivalent to one day pay of such Security Personnel for each observation from monthly bill of the "Security Service Provider".
- xxiii. The Security Personnel shall maintain their turnout, they will be properly dressed, and trim the mustaches and beard, does not keep long hairs, wear black shoes of proper pattern. The "Security Service Provider" shall issue new uniforms items to its Security Personnel. The "Security Service Provider" shall also be responsible for providing raincoats/winter wear to the Security Personnel as the requirements may arise.
- xxiv. Medically fit Security Personnel to be employed who can speak, write and learn Urdu language and read the Urdu newspaper.
- xxv. Security Personnel once deployed shall not be changed for at least 03 months until & unless asked by IBA to change him/her or in case of emergency / ill health, the "Security Service Provider" shall substitute him/her with another Security Personnel having identical qualifications. Such instances should be far and few.
- xxvi. In case guard is employed on overtime, the total cost of overtime will be paid to the security guard and the "Security Service Provider" will not deduct any service or other charges from the guard.

6. GUARD DRESS / WEAPON / EQUIPMENT REQUIREMENTS:

- i. T Shirt with "Security Service Provider" monogram. (During summer season).
- ii. Shirt with "Security Service Provider" monogram. (During winter season).
- iii. Trouser (Tucked in boots).
- iv. Blue Socks.
- v. DMS (Duty Military Shoes).
- vi. Cap with "Security Service Provider" monogram.
- vii. Brass whistle.
- viii. Ammunition pouch
- ix. Pistol pouch (black) for guards carrying pistols.
- x. Sling for guards carrying repeater, SMG, rifle.
- xi. Web belt.
- xii. Flashlight (Black / grey) for night duty. Provision of battery will be the responsibility of Security "Security Service Provider".
- xiii. Binocular (For SSG guards only)
- xiv. Handheld wireless communicator set.

7. WIRELES COMMUNICATION:

- i. Security "Security Service Provider" will establish wireless communication network in both campuses, boys' hostel & staff town using their obtained frequency from PTA.
- ii. Security "Security Service Provider" will provide handheld sets to every guard on duty.
- iii. Security "Security Service Provider" will arrange charger, spare batteries and will ensure that wireless link should be up 24/7.
- iv. Security "Security Service Provider" will install base station with long range antenna. Base station should be able to communicate with main campus, staff town & boys hostel guards.

8. GUARDS RELIEVER / LEAVE:

- i. There will be two monthly holidays allowed to security guards. "Security Service Provider" will provide reliever for each guard without extra cost to IBA.

9. SECURITY PERSONNEL DEPLOYMENT MODUS OPERANDI:

- i. Before posting new Security Personnel, brief profile should be emailed to IBA security office and such Security Personnel should be present for IBA's Security Manager's / Security Executive's interview. No Security Personnel shall be posted to IBA without proper training by the "Security Service Provider" and the "Security Service Provider" shall issue a certificate with deployment orders to IBA that posted Security Personnel have been thoroughly screened and properly trained and groomed by it.



- ii. Guards / staff deployed at IBA should not have any blood relationship e.g. son, daughter, nephew, niece, father, mother with IBA staff or their family / third party staff or their family.
- iii. Duty will be divided into two halves from 7:30 am to 7:30 pm (Day Shift) and from 7:30 pm to 7:30 am (Night Shift) however duty timings can be altered by IBA according to the need. No leave will be admissible to Security Personnel during the period of his/her deployment.
- iv. Security Personnel will report for duty 15 minutes prior to start of duty time, Security Personnel coming late by 15 minutes, will be marked absent and the "Security Service Provider" shall arrange reliever within next 30 minutes at its own expenses. If reliever does not arrive on the desired location for providing Security Services, IBA shall have the right to fine the "Security Service Provider" equivalent to one day salary of Security Personnel in addition to his actual one-day salary.
- v. For swift deployment, the "Security Service Provider" shall use its own transport with the view to ensure that no location left unattended.
- vi. Security Personnel deployed in IBA Staff Town / Girls Hostels required be more mature, carefully chosen, preferably retired from Armed Forces, should be in middle age bracket, in age bracket of 40 to 50 years.
- vii. Security Guards should be directed during night duty not to remove their uniforms/ shoes and switch of the lights of sentry post/guardroom. Any Security Guard found sleeping while at duty will be marked absent.
- viii. The "Security Service Provider" shall check the Security Personnel randomly specially during night and endorse its remarks in Security Personnel duty checking register and in IBA security office logbook.
- ix. The "Security Service Provider" shall provide Torches with cell / rechargeable torch to night Security Guards and whistles to all Security Personnel at its own expense, Security Personnel those not carrying weapons should have kotek/stick in their possession.
- x. The "Security Service Provider" will also provide Ex-Commandos, Lady Guard / Searcher, CCTV Operator, Supervisor Boys Hostel & CCTV Technician as per laid down qualifications.

xi. IBA shall have the right to ask the "Security Service Provider" to deploy its Security Guards anywhere or require the presence of its Security Guards with IBA Transport when IBA students, faculty, staff etc. proceed on any IBA activity/event.

xii. That upon termination of this Agreement the "Security Service Provider" shall be permitted to remove all its devices and equipments which may have been placed by it to perform the Security Services from time to time.

10. ADMINISTRATIVE REQUIREMENTS:

- i. The IBA is not liable to provide Accommodation, Food and other facilities including Edibles to hired Security Personnel. However, they have access to

drinking water whenever required but not to take outside the premises or sub-let/sale of the same.

- ii. The "Security Service Provider" shall ensure that Security Personnel should not disturb IBA management for their personal administrative issues; Agency / Firm must pay their dues by 5th of each month.
- iii. Security Guard will perform 12 hours duty in a day however seeing the requirements, IBA Karachi can alter shift start and finish time.
- iv. The "Security Service Provider" shall ensure to fill up the gaps or cover absentee, in normal circumstances, Security Personnel shall not be redeployed on overtime or adjusted from other location instead a fresh Security Personnel shall be deployed on duty in such circumstances.
- v. In case guard is employed on overtime, the total cost of overtime will be paid to the security guard and the "Security Service Provider" will not deduct any service or other charges from the guard.

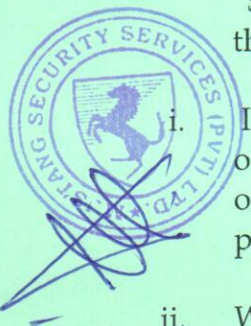
11. DISCIPLINE OF SECURITY STAFF & GUARDS:

- i. As per IBA Rules & Regulations and Policy on Discipline, in the event of any incident of Security Lapse the "Security Service Provider" shall provide all assistance in the investigation of the incident and shall be obliged to penalize its relevant Security Personnel if found guilty.
- ii. The "Security Service Provider" hereby confirms that it is an independent corporation and all services rendered under this Agreement shall be performed as such and it also understands the direction and manner of the performance of Security Services. Also, the "Security Service Provider's" employees shall be solely within the control.
- iii. The "Security Service Provider" shall be responsible for payment to its employee's wages, salaries and taxes. Thus, the Security Personnel provided by the "Security Service Provider" to perform Security Services for IBA shall not have a direct employment contract/agreement with IBA. The Security Personnel shall remain be the employees of the "Security Service Provider" and the Security Personnel shall not form any union, association, society or any organization against or in relation to IBA.

12. INTEGRITY PACT / DISCLOSURE CLAUSE:

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the "Security Service Provider". The "Security Service Provider" hereby declares that:

- i. Its intention not to obtain the benefit(s) of any Contract, right, interest, privilege, or other obligation 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).
- ii. Without limiting the generality of the forgoing the "Security 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 other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

- iii. The "Security Service Provider" certifies that it has made & will make full disclosure of all agreements an arrangement with all persons in respect of or related to the transaction with the IBA and has not taken any action representation or warranty.
- iv. The "Security 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.
- v. Notwithstanding any right and remedies exercised by the IBA in this regard, "Security 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 "Security Service Provider" as aforesaid for the purpose of obtaining or inducing obligation or benefit in whatsoever from the IBA.

13. LIFE INSURANCE / COMPLAINE OF GOVERNMENT LABOUR POLICIES:

- i. The "Security Service Provider" shall affect and maintain during the period of this Agreement, a policy or policies of public liability insurance to cover the Security Personnel for death on duty in an amount not less than Rs. 300,000/- (Rupees Three Hundred Thousand only) and indemnity/compensation for an amount of Rs. 150,000/- (Rupees One Hundred Fifty Thousand only) for any injury to person or damage to property due to negligence of Security Personnel.
- ii. The "Security Service Provider" shall ensure compliance of all laws, rules & regulations in respect of labour matters and/or any other laws and labour laws which are applicable to the "Security Service Provider".
- iii. No Security Personnel under 25 years of age shall be deployed at IBA Karachi.
- iv. Only Pakistani national with valid CNIC. Medically / physically fit Security Staff / Guards shall employ in IBA, Karachi.
- v. Security Personnel deputed at IBA, Karachi by Security Service Provider must be insured by Employees Old Age Benefits (EOBI) under Rules 1976.

vi. Security service provide a copy of paid challan of EOBI, SESSI payment to IBA on quarterly basis. In case of non-compliance , 1.5 % amount of total monthly invoice will be deducted as penalty.

vii. EOBI registration card to be provided to every deployed guard at IBA within 45 days of signing of this contract.

viii. Security Personnel deployed at IBA, Karachi by Security Service Provider must be registered by Sindh Employee's Social Security Institution.

- ix. Security Personnel deployed at IBA, Karachi by Security Service Provider must be cleared / certified by APSSA.
- x. Security Personnel deployed at IBA, Karachi by Security Service Provider must be paid minimum wages as prescribed by Sindh Minimum Wages Act.
- xi. Service provider would ensure of minimum wages rate to be communicated from labor department from time to time.

14. FORCE MAJURE:

That in the event of any declared war, enemy action, hostilities, act of God, or any other circumstances (whether or not of a similar nature of the foregoing) which is beyond the control of the "Security Service Provider" and which causes the substantial interference to perform the Security Services then this Agreement shall forthwith be suspended until such circumstances shall have ceased. Upon the occurrence of such event, IBA shall not be liable to make any payment under this Agreement in respect of such suspension and sum already paid there under of such period shall be refunded forthwith by the "Security Service Provider" to IBA, further IBA shall also have a right to terminate this Agreement forthwith.

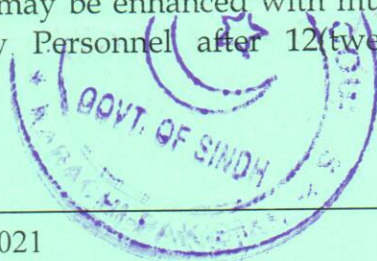
15. REMUNERATION:

(a) The charges & rates of the Security Services will be as follows:

<u>12 HOURS SHIFT</u>			M/s Mustang Security Services (Pvt) Ltd		
S. #	Designation	Total Req. (Tentative)	Rate / month Rs.	Amount / Month Rs.	Cost Per Year Rs.
1	Armed Security Guards (Ex-Serviceman)	1	27,000.00	27,000.00	324,000.00
2	Armed Security Guards (Trained Civilian) *	53	24,500.00	1,298,500.00	15,582,000.00
3	Supervisor Boys Hostel	1	30,000.00	30,000.00	360,000.00
4	Armed Security Guards (Ex Commandos from Pak Army, Navy or Air force)	3	77,000.00	231,000.00	2,772,000.00
5	Lady Searchers	4	24,500.00	98,000.00	1,176,000.00
6	CCTV Operators	3	26,950.00	80,850.00	970,200.00
7	CCTV Technician	1	38,300.00	38,300.00	459,600.00
8	Security Supervisor	4	38,000.00	152,000.00	1,824,000.00
TOTAL		70	Rs.1,955,650.00		23,467,800.00
Total for one month & one year (12 months)			Rs.195,565.00		2,346,780.00
SST			Rs.2,151,215.00		Rs.25,814,580.00
Total Amount for one month & one year (12 months)					

(b) The monthly invoice will be based on actual deployment of security personnel in each category.

(c) The rate of charges may be enhanced with mutual consent with increase of number of Security Personnel after 12 (twelve) months effective from February 01, 2021.



16. **ARBITRATION:**

In case of any dispute, difference or any question which may at any time arise between the Parties hereto or any person claiming under them, arising out of this Agreement shall be referred to the Registrar, of IBA, Karachi and CEO of the "Security Service Provider" for arbitration/settling of the dispute, failing which the decision of the Court of competent jurisdiction at Karachi shall be binding on the Parties.

17. **TERMINATION OF THIS AGREEMENT:**

a. This Agreement may deem to have been terminated upon reaching its expiry date unless it is extended for a specific period with the written approval of the IBA on same terms and conditions as set out in this Agreement.

b. Either party shall also have a right to terminate this Agreement by giving a thirty (30) days prior written notice to the other.

18. **NOTICES:**

18.1 **Method of Giving Notices**

A notice, consent, approval or other communication (each a "Notice") under this Agreement shall be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and;

- (i) delivered by messenger or Courier; or
- (ii) sent by pre-paid mail; or
- (iii) transmitted by facsimile, to that person's address.

18.2 **Time of Receipt**

A Notice given to a person in accordance with this Article is treated as having been given and received:

- (i) if delivered, on the day of delivery if delivered before 3:00 PM on a business day, otherwise on the next business day;
- (ii) if sent by mail on the 3rd day after the letter containing the Notice, duly stamped, is posted;
- (iii) if transmitted by facsimile and the transmission report states that it was sent in full and without error, on the day of transmission if that report states that the transmission was completed before 3:00 PM on a business day, otherwise on the next business day.

18.3 **Address for Notices**

For the purposes of this Article, a party (the "sender") may take the address and facsimile number of another party (the "recipient") to be:

- (i) the address and number set out in Schedule below; or
- (ii) where the recipient notifies the sender of another address or number, the



last address or number so notified to it.

19. **ENTIRE AGREEMENT:**

This Agreement represent the entire agreement and understanding between Parties in relation to the subject matter hereof and shall supersede all previous agreements and/or understandings between the Parties in relation thereto.

The terms & conditions framed in the Tender Documents will be the integral part of this Agreement. The rate(s) offered through Tender vide # SS/01/20-21 for all or any services is/are approved. The IBA can avail services for any or all as & when required by Security Service Provider on approved charge(s)/rate(s) offered.

20. **AMENDMENTS:**

No amendment, modification or waiver in respect of this Agreement will be effective unless in writing (such writing to include a facsimile transmission) and executed by each of the Party.

21. **NATURE OF EMPLOYMENT:**

Will provide personal to providing Security Services at all of the IBA campuses and premises under plot of rotation as per roster including Nazimabad Plot # 2. Providing of services on shuttle buses as and when required.

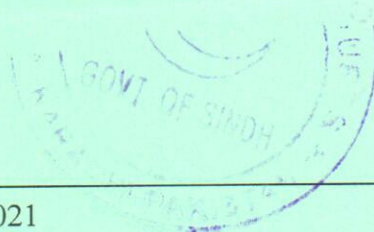
22. **INDEMNIFICATION:**

The "Security Service Provider" shall indemnify and hold the IBA harmless from, against and in respect of any losses, costs, liabilities, or damages resulting from any misrepresentation, omission, breach of warranty that the "Security Service Provider" may have given in or under this Agreement, and also against any suit, action, proceeding or demand brought by any third party, including any governmental authority, in connection with this Agreement.

Further, IBA shall not have any liability of any unauthorized act or omission by any of the Security Personnel and for the sake of brevity it is hereby acknowledged between the Parties that this Agreement shall not constitute any agency and/or partnership relationship between IBA and the Security Personnel/"Security Service Provider".

23. **PHYSICAL & MEDICAL STANDARDS:**

1. Should be physically & medically fit with no disease or deformity.
2. Height should not be less than 5 feet, 6 inches.
3. Eyesight should be six by six.
4. Should not be obese or overweight.



A medical certificate as per following specimen should be provided for each guard deployed at IBA premises.

MEDICAL CERTIFICATE

Mr _____, son of _____, CNIC _____

MSS No _____ has been medically examined by me and found fit / unfit for duty at IBA.

Physical / medical standards: -

- Eyesight 6x6
- BP
- Weight
- Height (Minimum 5'-6")

Stamp

Signature of medical officer

24. MISCELLANEOUS:

- The "Security Service Provider" shall not transfer or sublet the Security Services or any part thereof to any other party or individual and may not involve anyone as a partner in this service. In case at any stage, the "Security Service Provider" is found to have transferred or sublet the Security Services or has violated the terms & conditions of this Agreement, this Agreement shall stand terminated with immediate effect without any notice thereof by IBA.
- The terms & conditions of this Agreement have been read over by the Parties which they admit being correct and agree to abide by the same. This agreement is effective February 01, 2021.
- IBA might hire/rental security equipment by / through the "Security Service Provider", charges/rental duly approved by the authority, as & when required. The rental charges would be paid by the IBA on submission of bill(s) / invoice(s) by the "Security Service Provider".



IN WITNESS WHEREOF the Parties have executed this Agreement on the day, month and year first above written and effective from February 01, 2021.

FOR AND ON BEHALF OF
INSTITUTE OF BUSINESS
ADMINISTRATION

FOR AND ON BEHALF OF
MUSTANG SECURITY SERVICES (PVT.)

Dr. Mohammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

Col Ayaz H. Malik (Retd)
Director Operations & Business Relations
Mustang Security Services (Pvt) Ltd.

Signature: _____

Signature: _____

Name: Dr. M. Asad Ilyas

Name: Col Ayaz H. Malik (Retd)

CNIC No: _____

CNIC No: 42000-0476098-9

Designation: Registrar

Designation: Director Operations & Business Relations

The Parties in the presence of following witnesses have executed this Agreement:

1. Signature: _____

2. Signature: _____

Name: Syed Faisal Javed
42201-9125136-3

Name: Abdul Rehman

CNIC No.: _____

CNIC No.: 42401-1960346-7



Focal Person

Mr. Khalid Javed Rishi