

[illegible]

**Licence # 93**

Seat # 3, DC Office Central

Near Santa Maria in Marignano, 1923 (N)

SR. NO. 167 DATE 11/11/2019

THROUGH WITH A BUREAU OF DIRECTOR.....

PURPOSE: Not For Value Divorce, Sec. 8.7, 1977

VERDE AS.....ATTACHE.....

Stamp & date of signature: 12/12/06

(RUPEES ONE HUNDRED ONLY)

04 NOV 2020

## AGREEMENT

Hiring of Transport Services (Framework Contract)

THIS AGREEMENT is executed at KARACHI, on this day September 30 2020.

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. 42019394060-5 on the SECOND PARTY.

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

*Hiring of Transport Services (Framework Contract) vide tender # TR/03/19-20*

~~United~~  
Transport Service



718685

**SYED ILYAS ALI STAMP VENDOR**Licence # 108, Shop # 39, Ground Floor,  
Situating at Block-14, Gulshan-e-Iqbal, Karachi

S. No. 9521

Date

Issued to With Address

Through With Address

Purpose

Value Rs

Stamps Vendor's Signature

Not For Used Bank Currencies with Vendor Not Responsible Any Fake Documentation

**MOOSA MEMON**  
**Advocate High Court**  
**Reg. No. 617 H.C. Karachi**

03 DEC 2020

RUPEES TWO THOUSAND ONLY

**WITNESSETH**

"IBA" hereby offer to appoint "SERVICE PROVIDER" as their official work executor for the specific purpose of "Hiring of Transport Services" 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, "Service Provider" 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 SBD vide # TR/03/19-20 would be integral part of this agreement

**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 & time line 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 period of Execution will identify on Contract Agreement for One year extendable with mutual consent.
- 1.6 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.

Hiring of Transport Services (Framework Contract) vide tender # TR/03/19-20

**United**  
**Transport Service**



718686



SYED ILYAS ALI STAMP VENDOR

Licence # 108, Shop # 39, Ground Floor,  
Situating at Block-14, Gulshan-e-Iqbal, Karachi.

03 DEC 2020

RUPEES TWO THOUSAND ONLY

S. No. 9522 Date 01.12.2020  
Issued to With Address A. T. MOOSA MEMON  
Through With Address Advocate High-Court  
Purpose Reg. No. 617 H.C. Karachi.  
Value Rs 2000 Attached Yes  
Stamps Vendor's Signature [Signature]  
Not For Used Bank Guarantee will be voided Vendor Not Responsible Any Fake Documentation

- 1.7 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.
- 1.8 Maintenance and up keep of the vehicle(s) is the sole responsibility of the service provider.
- 1.9 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 ↓
- 1.10 Contract amount to the Service Provider if the service provided by service provider found satisfactory.
- 1.11 Payment will be made after deduction of Withholding Tax(es) as per Government regulations.
- 1.12 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.
- 1.13 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.
- 1.14 Submission of Bills/Invoices: Invoice / bill should be submitted to Purchase Department with Satisfactory Note of the IBA, Karachi.
- 1.15 Advance Payment is not allowed.

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S020842



**FARAZ KHAN BALOCH STAMP VENDOR**  
License # 98, office No. 413 Hoor Center Karachi

S. No: **3392** Date: **03 DEC 2020**  
Issued To With Address: **UMAIR HASSAN SHAIKH**  
Through With Address: **Adversary High Court**  
Purpose: **# 16696 (H.C.)**  
Value Rs: **Attached**  
Stamp Vendor's Signature: *[Signature]*  
Not For Used Bank Guaranty/will/divorce  
Vendor Not Responsible Any Fake Documentation

RUPEES ONE HUNDRED ONLY

- 1.16 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.
- 1.17 Performance Security should provide 10% 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.
- 1.18 No Sub-letting is allowed during contract period.
- 1.19 All rules, regulations and policies will be governed in accordance to the SPPRA.
- 1.20 Government tax(es), Levi(es) and charges(s) will be charged at actual as per SRO
- 1.21 There will not be any limitation of minimum or maximum running Km of vehicle on day-to-day basis.
- 1.22 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.
- 1.23 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.

- 1.24 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.
- 1.25 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.
- 1.26 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.
- 1.27 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, should must carry a mobile phone in working condition, for which no separate payment shall be made. Driver should be familiar with local routes.
- 1.28 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.
- 1.29 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 focal person of IBA, Karachi regularly for scrutiny.
- 1.30 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.
- 1.31 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.

*Hiring of Transport Services (Framework Contract) vide tender # TR/03/19-20*



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not by way of penalty, shall be imposed and recovered from the Service Provider's bill without any notice.

- 1.32 In case of any accident, all the claims arising out of it shall be met by the Service Provider.
- 1.33 The Service Provider should approach the IBA, Karachi in case of any assistance or difficulty.
- 1.34 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.
- 1.35 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.
- 1.36 Boarding & Lodging of the Driver(s) will be the responsibility of the Service Provider without prejudice of public interest.
- 1.37 The contract shall be valid for 1 year and extendable with mutual consent.
- 1.38 Vehicle must be parked in the premises of the IBA, Karachi during pick & drop timings.
- 1.39 Any of the mentioned vehicles will be hired on the basis of requirement / number of students at the sole discretion of IBA.
- 1.40 Vehicle will not ply for commercial purpose or any other reason during the stipulated timings specified for the IBA, Karachi services.
- 1.41 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.
- 1.42 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.
- 1.43 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.
- 1.44 The vehicle to be used for providing transport services should be road worthy. A valid vehicle fitness certificate is a requirement.



1.45 All vehicles use for IBA, Karachi must be fixed & carry fire extinguishers especially for POL & allied matter.

1.46 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/03/19-20, and following rates are fixed till the validity of this contract.

### **Annexure ' A '**

S. #	Description	Requirement	Rate (per day)
1	<b><u>Toyota Corolla</u></b> Seating Capacity: 4 Model: 2017-2020 Engine Power: 1300cc Facility: Air Conditioning <b>As and when required</b>	Car per day with fuel (12 hours) with Driver	Rs.3,900/-
		Car per day without fuel (12 hours) with Driver	Rs.2,900/-
		Fuel charges per kilometer	Rs.12/-
		Full day and night with Fuel & Driver	Rs.7,000/-
2	<b><u>Daihatsu Hi Jet / Suzuki Every:</u></b> Seating Capacity: 6-7 Model: 2015 – 2020 Engine Power: 660cc and Above Facility: Air Conditioning <b>As and when required</b>	Car per day with fuel (12 hours) with Driver	Rs.3,000/-
		Car per day without fuel (12 hours) with Driver	Rs.2,000/-
		Fuel charges per kilometer	Rs.10/-
		Full day and night with Fuel & Driver	Rs.5,000/-
3	<b><u>Hiace or Equivalent</u></b> Seating Capacity: 18 Model: 2008 and above Engine Power: 2200cc Facility: Standard (without AC) <b>As and when required</b>	Haice per day with fuel (12 hours) with Driver	Rs.8,000/-
		Haice per day without fuel (12 hours) with Driver	Rs.4,000/-
		Fuel charges per kilometer	Rs.15/-
		Full day and night with Fuel & Driver	Rs.10,000/-
	<b><u>Hiace or Equivalent</u></b> Seating Capacity: 18 Model: 2008 and above Engine Power: 2200cc Facility: Air Conditioning <b>As and when required</b>	Haice per day with fuel (12 hours) with Driver	Rs.5,000/-
		Haice per day without fuel (12 hours) with Driver	Rs.9,000/-
		Fuel charges per kilometer	Rs.15/-
		Full day and night with Fuel & Driver	Rs.16,000/-



4	<u><b>Coaster or Equivalent</b></u> Seating Capacity: 30-32 Model: 2008 and above Engine Power: 6 Cylinder Facility: Standard (without AC) <b>As and when required</b>	Per Kilometer Fuel Charges & Driver (Rate per 12 hours day)	Rs.10,000/-
	<u><b>Coaster or Equivalent</b></u> Seating Capacity: 22-28 Model: 2008 and above Engine Power: 6 Cylinder Facility: Air Conditioning <b>As and when required</b>	With driver (Rate per 12 hours day)	Rs.18,000/-
5	<u><b>Bus or Equivalent</b></u> Seating Capacity: 64 Model: 2008 and above Engine Power: 6 Cylinder Facility: Standard (without AC) <b>As and when required</b>	Per Kilometer Fuel Charges & Driver (Rate per 12 hours day)	Rs.22,000/-
	<u><b>Bus or Equivalent</b></u> Seating Capacity: 48 Model: 2008 and above Engine Power: 6 Cylinder Facility: Air Conditioning <b>As and when required</b>	With driver (Rate per 12 hours day)	Rs.30,000/-



Annexure 'B'

S#	Description	Details / Route	Time	Qty vehicles required	Monthly Rate (Rs.)
1	Hino Bus or Equivalent: Seating Capacity: 64 Model: 2000 and above Engine Power: 8 cylinder Series (Standard):  <b>As and when required</b> 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, Shahra-e-Faisal, Askari Petrol Pump, NIPA Fly Over/NIPA, Sir Syed University/K. U Silver Jubilee Gate, Main Campus (destination).	6:45am-8:15am <u>Pick up</u>  4:00pm-5:45pm <u>Drop</u>	1	Rs.200,000/-
2	Hino Coaster or Equivalent: Seating Capacity: 32 Model: 2000 and above Engine Power: 6 cylinder Series (Standard):  <b>As and when required</b> 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	Rs.120,000/-



3	Hino Bus or Equivalent: Seating Capacity: 64 Model: 2000 and Above Engine Power: 8 cylinder Series (Standard):  <b>As and when required</b>  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	1	Rs.180,000/-
			5:00pm-8:30pm Drop		
4	Hino Coaster or Equivalent: Seating Capacity: 32 Model: 2000 and Above Engine Power: 6 cylinder Series (Standard):  <b>As and when required</b>  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	Rs.150,000/-
			1:00pm-2:30pm		
			5:30pm-7:00pm		



	Equivalent: Seating Capacity: 32 Model: 2000 and Above Engine Power: 6 cylinder Series (Standard):  <b>As and when required</b>  Point - E	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	Rs.160,000/-
6	Hino Coaster or Equivalent: Seating Capacity: 32 Model: 2000 and Above Engine Power: 6 cylinder 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	Rs.160,000/-
7	Toyota Hiace for School Van Seating Capacity: 18 Model: 2000 and Above Engine Power: 2200cc Series (Standard):  Nearest in the Location mentioned Schools from IBA Staff Town <b>As and when required</b>	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	1	Rs.70,000/-

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 estimated value of services will be levied accordingly.

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

### **Article III ARBITRATION**

*Hiring of Transport Services (Framework Contract) vide tender # TR/03/19-20*

  
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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 anytime after issuing a 15 day's notice.

**Article V**  
**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,

*Hiring of Transport Services (Framework Contract) vide tender # TR/03/19-20*

  
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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 **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 **MISCELLANEOUS**

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




10.2 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.

10.3 All terms and conditions of tender SBD vide # TR/03/19-20 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.


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


"IBA"  
NAME: Dr. M. Asad Ilyas  
CNIC # \_\_\_\_\_  
Address: \_\_\_\_\_  
Registrar, Institute of Business  
Administration Main Campus  
University Road, Karachi

  
**United Transport Service**  
M/S United Transport Services  
NAME: \_\_\_\_\_

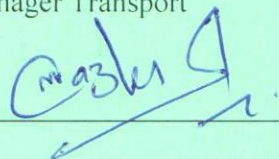
CNIC # 421019394060-9  
Address: B-2 Block W  
North Nazimabad KHI

**WITNESS:**

1.   
Syed Fahad Jawed  
CNIC # 42201-9125136-3  
Address: \_\_\_\_\_  
Head of Procurement  
Institute of Business  
Administration Main Campus  
University Road, Karachi

2.   
M/s United Transport Services  
NAME: Bilal Ahmed Khan  
CNIC # 42101-2434289-9  
Address: B-160 Block W North  
Nazimabad Karachi

Focal Person IBA  
Kazi Muhammad Mazharuddin  
Manager Transport

  
\_\_\_\_\_