



**STANDARD BIDDING DOCUMENTS
FOR
NATIONAL COMPETITIVE BIDDING**

SINGLE STAGE
ONE ENVELOPES PROCEDURE

**RENOVATION / MAINTENANCE
OF CHAIRMAN'S SECRETARIAT
& FIXING OF PRECAST
CONCRETE BOUNDARY WALL**

IN RESPECT OF THE
BIE/AG/L&N/ 624 /2022
Dated: 07/12/2022



NO.BIE/AG /L&N/ 624 /2022

Dated: 07.12.2022

Sindh Govt. Website

www.sindh.govt.pk

Board's Website

www.biek.edu.pk

procurementwingbiek@gmail.com

SPPRA Sindh Govt. Website

www.e.pprasindh.gov.pk

**RENOVATION /MAINTENANCE OF CHAIRMAN'S SECRETARIAT &
FIXING OF PRECAST CONCRETE BOUNDARY WALL**

Sealed tenders are invited, from reputed / established firms / suppliers / contractors, registered with Income Tax, SRB and Sales Tax authorities for the following services.

S#	Tender Title	Cost of Bidding Document	Issuance of documents date	Deadline for submission	Opening of Bid	Method of Procurement	Bid Security
1.	Renovation /Maintenance of Chairman's Secretariat & Fixing of Precast Concrete Boundary Wall	Rs.2,000	08.12.2022	28-12-2022 at 2:30 PM	28-12-2022 at 3:00 PM	NCB Single Stage One Envelope	3%

Tender Performa may be obtained from the office of the (Procurement Wing) Admin General Section on production of an application on the original letter head of the firm, against payment of Rs.2,000/= (Non-refundable) in shape of pay order in favour of **Secretary Board of Intermediate Education, Karachi** on any working day between 10:00A.M. to 04:00P.M. as per schedule mentioned above.

In case of the any member of the Procurement committee is out of head quarter or in case of Public holiday or any extraordinary circumstances owing to law and order situation, a natural calamity or holiday announced by the Government the bid shall be opened on next working day.

Tender must be accompanied by Pay order of the value as mentioned above as Bid Security in favour of the **Secretary, Board of Intermediate Education Karachi.**

"The Procuring Agency may reject all or any bids subject to the relevant provision of SPPRA rules".

SECRETARY



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INSTRUCTIONS

- i) All works shall be measured by standard instruments according to the rules.
- ii) Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- iii) Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- iv) Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- v) Tender(s) without Bid Security of required amount and prescribed form shall be rejected.
- vi) Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - a) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - b) In case of item rates, if there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- vii) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- viii) The Board of Intermediate Education, Karachi (BIEK) expects that aspirant contractor should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach required supporting document according to the requirement.



- ix) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space please attach a paper & clearly mention item/column name or number etc that referred the column/item of the Tender Form.
- x) Tender Document can be collected from the Office of Procurement Wing, Administration General Section, Ground Floor, Chairman's Secretariat, Board of Intermediate Education, Karachi from December 08, 2022 to December 28, 2022 during working 10:00 AM to 04:00 PM.
- xi) Last date for tender submission is December 28, 2022 up to 02:30 PM, at the Office of Procurement Wing, Administration General Section, Ground Floor, Chairman's Secretariat, Board of Intermediate Education, Karachi.
- xii) Site visit will be at any working day between at 10:00 am to 03:00 pm on or before December 27, 2022 with Sub-Engineer, BIEK for understanding the exact nature of the job.
- xiii) Tender will be opened on December 28, 2022 on 03:00 PM at the office of Procurement Wing, Administration General Section, Ground Floor, Chairman's Secretariat, Board of Intermediate Education, Karachi.
- xiv) Successful bidder should provide 10% Performance Security of total value of Work Order in the form of Pay Order after acceptance of the Work Order. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- xv) Please mention "Tender Number" at top left corner of the envelopes. BIE, Karachi may reject any bid subject to relevant provision of SPP Rules 2010 and may cancel the bidding Process at any time prior to acceptance of bid or proposal as per Rule 25(i) of said rules.
- xvi) Tender Document available at the Office of Procurement Wing, Administration General Section, Ground Floor, Chairman's Secretariat, Board of Intermediate Education, Karachi.



BIDDING DATA SHEET

INTRODUCTION		
ITB 1.1	Name of Procuring Agency	Board of Intermediate Education Karachi
ITB 4.1	Description of works	Renovation/Maintenance of Chairman's Secretariat & Fixing of Precast Concrete Boundary Wall
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers	Board of Intermediate Education, Bakhtiyari Youth Center North, Nazimabad Tel: 99260211, 99260212 & 99260213 Fax: 99260203 & 99260208
ITB 8.1	Language of the bid	English or Urdu
BID PRICE AND CURRENCY		
ITB 11.2	The price shall be in Pakistani currency inclusive of all Taxes, Transportation, Material and Labour charges involved therein.	
ITB 11.5	During the entire period of bid validity, the price shall be fixed and the bidder will have to supply the required items as per specifications and quoted rates.	
PREPARATION AND SUBMISSION OF BIDS		
ITB 13.3 (d)	Qualification Requirements	<ul style="list-style-type: none">• 03 years experience in the relevant field (Client List)• Turn-over of at least last three years having a sum of minimum Rs.2.50 Million per year of last 03 years (Copies of financial statements bank statement)• Registration with Federal Board of Revenue (FBR), for Income Tax and Sales Tax in case of procurement of goods as well as Sindh Revenue Board (SRB) in case of procurement of services.• An Affidavit on Stamp Paper that the firm has never been Blacklisted
ITB 15.1	Amount of Bid Security (Refundable)	3% (Three percent) of the bid price, which should be submitted in shape of Pay Order in the name of <i>Secretary, Board of Intermediate Education Karachi</i> and shall remain valid for a period of 28 days beyond the validity period for bid.
ITB 16.1	Bid Validity Period	90 days from the date of opening of Tender.
ITB 18.2 (a)	Address for Bid Submission	The office of the <i>Procurement Wing, Administration General Section (Chairman's Secretariat), Ground Floor, Board of Intermediate</i>



		<i>Education, Karachi.</i>
ITB 18.2 (b)	IFB Title & Number	Renovation/Maintenance of Chairman's Secretariat & Fixing of Precast Concrete Boundary Wall No: BIE/AG/L&N/624/2022 Dated: 07-12-2022
ITB 19.1	Deadline for Bid Submission	<u>Wednesday 28th December, 2022 up to 02:30 p.m</u> Sealed bids duly filled-in, mentioning on top of the envelope "Renovation/Maintenance of Chairman's Secretariat & Fixing of Precast Concrete Boundary Wall"
ITB 22.1	Time, Date & Place for Bid Opening	Bids duly stamped on each document must be submitted in the office of the <i>Procurement Wing, Administration General Section (Chairman's Secretariat), Ground Floor, Board of Intermediate Education, Karachi</i> , in a sealed cover on <u>28-12-2022</u> up to <u>02:30 P.M</u> and will be opened on the same day at <u>03:00 P.M</u> in the presence of bidders' representatives who wish to attend.
ITB 24.1	Liquidated Damages	2% liquidated damages of the total amount will be imposed per month for which company/firm/agency failed to complete work within the execution period and maximum upto 10%.



CONDITIONS OF CONTRACT

Clause - 1: Commencement & Completion Dates of Work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Head of Procurement. However BOQ and execution of work shall be performed with due approval & supervision of Sub-Engineer, BIEK & Procurement Wing or of in subordinate-in-charge of the work. Failing such authorities the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. 2% liquidated damages of the total amount will be imposed per month for which the company/firm/agency failed to complete work within the delivery/execution period and maximum upto 10%.

Clause-3: Termination of the Contract.

“BIE” may terminate this contract if the job is not executed according to the requirement at any time after issuing a 15 days’ notice. BIE reserve the right to accept or reject any or all contract(s) or terminate proceedings at any stage in accordance to the rules & regulations in the relevant SBD notified by SPPRA.

Clause 4: Possession of the site and claims for compensation for delay. The Sub-Engineer of BIE, Karachi shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The BIE, Karachi either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Competent Authority (Chairman of BIEK) in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications. The contractor shall execute the whole and every part of



the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Sub-Engineer, BIEK & Procurement Wing and initialed by the parties, the said specification being a part of the contract.

Clause-7: Payments. Payment will be made after completion of works/jobs/project and submission of bill/invoice. Clearance from Sub-Engineer, BIEK & Procurement Wing is required before process of bill/invoice.

Clause-8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Sub-Engineer, BIEK and & Procurement Wing may make payment on account of such items at such reduced rates as may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause-9: Issuance of Variation and Repeat Orders. Any cumulative variation, beyond the 110% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (a) **Identifying Defects:** If at any time before the performance security deposit is refunded to the contractor/during defect liability period mentioned in bid data the BIE authorities may instruct the contractor to uncover and test any part of the works which he consider may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (b) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

Clause-11: Inspection of Operations. Sub-Engineer, BIEK & Deputy Secretary (Administration General) and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

Clause-12: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense.

Clause-13: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him. All staff must have CNIC and clearly mentioned to discourage work through child labor.



BIE is no smoking zone. Life Insurance / Security of worker will be the responsibility of contractor. BIE will not be responsible for any mishap

Clause-14:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Sub-Engineer, BIEK & Procurement Wing. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause- 15: Disputes. 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 Chairman of the BIEK and CEO of the "THE CONTRACTOR" for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Clause- 16: Site Clearance. On completion of the work, it will be responsibility of the Contractor to remove debris/sludge/garbage/waste material/left over material, machineries, equipment and manpower from the site at his own cost after completion of works/jobs/project. However, clearance will be required from Procurement Wing and Controller of Examinations.

Clause -17: Financial Assistance /Advance Payment.

(a) **Mobilization advance** is not allowed.

Clause-18: Performance Security. Successful bidder should provide 10% Performance Security of total value of Notification of Work Order in the form of Pay Order after acceptance of the Work Order. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.

Clause-19: Receiving/Acceptance of Work Order: The contractor will sign the copy of the Work Order as acknowledgement.

Clause-20: Place of Execution: As specified in the Work Order.

Clause-21: Quantity Delivered: Competent Authority reserves the right to remove any item or work as per rules.

Clause-22: Condition of Works: All works must meet in all respects with the BoQ of the Order and must be in good condition otherwise they will be liable to reject.

Clause-23: Delivery of Works: All the works must be executed to the specified site of the BIE, Karachi.



Clause-24: Rejection of Works: BIE, Karachi reserves the right to cancel any or all the items if works is not in accordance with our specification or if delayed occurred.

Clause-25: Price / Rate/Charges/Cost: Rate / charges / cost must be quoted on Tender Form only and submitted in sealed envelope. The quoted rate/charges/cost will be final and no change will be accepted after opening of tenders, unless or otherwise if change in specs occurred.

Clause-26: Bid Security: 3% Bid Security should be on Total Amount submitted / attached along with the tender form in shape of PAY ORDER / DEMAND DRAFT only in the name of Secretary, Board of Intermediate Education, Karachi.

Clause-27: Rules, Regulations & Policies: All rules, regulations and policies will be governed in accordance to the SPPRA & BIE PP&P.

Clause-28: Rights: BIE, Karachi may reject any bid subject to relevant provision of SPP Rules 2010 any may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules. BIE, also reserve the right to issue Work Order for any part of project to different lowest responsive bidders or issue Work Order for all the project to any lowest responsive bidder.

Clause-29: BIE, Priorities: BIE reserves the right to increase / decrease works quantity at the time of issuing award of contract as per BIE priorities.

Clause-30: Government tax(es), levi(es) and charges(s): All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per SRO and as per applicable rates / denomination of Purchase / Work Order.

Clause-31: Stamp Duty: Stamp duty 0.35% for Services against total value of Notification of Work Order will be levied accordingly.

Clause-32: Measurement Book: Entry & Endorsement in Measurement Book for all jobs completed is mandatory. The Measurement Book is to be countersigned by Deputy Secretary (Administration General) on each occurrence / daily basis.

Clause-33: Blacklisted: Contractor is required to provide affidavit that the firm is not Black Listed from any of the government / semi government / private organization / firm / agencies / department etc.

Clause-34: Envelops: The contractor must submit Original of the complete bid document in one envelop along with BOQ.

Clause-35: Defect Liability Period: The final payment shall only be made for work actually done and completed, and shall not preclude the Sub-Engineer from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period. Defect Liability Period at least 3 months after completion of the work.

Clause-36: Site Visit: The bidders are advised to visit and examine the Site of the works and its surroundings and obtain for themselves all information that may be necessary for preparing the bid and entering into a contract for the Works. All cost



in this respect shall be at bidders 'own expenses'.

Clause-37: Bid Price: The bidders shall fill in rates and prices for all items of the Works describe in the Bill of Quantities (BOQ). The cost of items against which the contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

Clause-38: Verbal Instruction(s): No verbal instruction(s) / order(s) will consider valid. Any alteration/deletion/addition will only be considered if provided in writing by Procurement Wing.

Clause-39: Limit of Retention Money: Limit of retention money shall be 10% of the contract price stated in the Letter of Award.

Clause-40: Payment of Retention Money:

- a) Upon the issue of the Taking-Over Certificate with respect to the whole of the Works, one half of the Retention Money shall be certified for the payment.
- b) Upon the expiration of the Defects Liability Period for the Works the other half of the Retention Money shall be certified for payment to the Contractor.

Clause-41: Completion Time: 1 month from issuance of Work Order.



BILL OF QUANTITY

SCOPE OF WORK

RENOVATION/MAINTENANCE OF CHAIRMAN'S SECRETARIAT & FIXING OF PRECAST CONCRETE BOUNDARY WALL

S.#	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
1	<u>Providing / Fixing Wooden Floor</u> Providing and fixing of wooden flooring of approved design / color with 8mm thickness including surface preparation, levelling and fitting etc. complete in all respect as per site requirements.	560	sq. ft.		
2	<u>Providing / Fixing Wooden Skirting</u> Providing and fixing of wooden flooring Skirting of approved design / color with 10mm thickness including surface preparation, levelling and fitting etc. complete in all respect as per site requirements.	96	Running ft.		
3	<u>Providing / Fixing PVC Wall Panels</u> Providing and fixing of laminated PVC wall Panels of approved design / color with 08 mm thickness including surface preparation, levelling and fitting etc. complete in all respect as per site requirements.	968	sq. ft.		
4	<u>Providing/Fixing of False Ceiling with LED Lights in Chairman's Secretariat</u> Providing and fixing of False Ceiling of Plaster of Paris, including making frame Burma Teak Wood Jaffry work with all necessary fittings along with LED Lights in Chairman Secretariat, complete as per site requirement and directed by site engineer.	560	sq. ft.		



5	<u>Providing/Fixing of Precast Concrete Boundary Wall</u> Fixing of Precast concrete boundary wall in the size of 10 feet height with the height of column 12 feet and planks 8 feet and thickness 2 inches complete in all respect as per site requirement and directed by site engineer.	220	Running ft.		
6	<u>Providing/Applying Paint</u> Applying Oil Mate (approved brand) paint on roof in Chairman Secretariat complete in all respect as per site requirements.	560	sq. ft		



SUMMARY OF COST & SECURITIES

	<i>Rupees In Words</i>	<i>Rupees In Figures</i>
Total cost of the Bid: (as offered by the Bidder)		
3% (three percent) amount of the Bid Price Bid Security (Refundable)		
10% (ten percent) amount of the Contract Price Performance Security (Refundable)		



INTEGRITY PACT

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the contractor;
M/s _____, the contract hereby declares
that:

- (a) Its intention not to obtain the procurement work of any Contract, right, interest, privilege, or other obligation or benefit from the BIEK or any administrative or financial offices thereof or any other department under the control of the BIEK through any corrupt practice(s).
- (b) Without limiting the generality of the foregoing the contractor 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 BIEK 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 BIEK, except that which has been expressly declared pursuant hereto.
- (c) He contractor 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 BIEK under any law, contract, or other instrument, be stand void at the discretion of the BIEK.
- (d) Notwithstanding any right and remedies exercised by the BIEK in this regard, contractor agrees to indemnify the BIEK for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the BIEK in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the contractor as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the BIEK.

Note:

This integrity pact is mandatory requirement other than auxiliary services / works.

Stamp & Signature



GENERAL CONDITION OF AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day _____ of 2022.

BETWEEN

M/s. Board of Intermediate Education, Karachi through its Secretary, located at Bakhtiyari Youth Center, Block 'P', North Nazimabad, Karachi, hereinafter called and referred to as "BIEK" (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 _____, having its office at _____ hereinafter referred to as "THE CONTRACTOR" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "BIEK" intends to obtain Renovation/Maintenance of Chairman's Secretariat & Fixing of Precast Concrete Boundary Wall related jobs/works as assigned in accordance to the tender vide No. BIE/AG/L&N/624/2022 dated 07.12.2022 at BIEK, Karachi at the cost of Rs. _____ **Inclusive all taxes.** The basis with the works/jobs of items as per tender vide # BIE/AG/L&N/ 624 /2022 (BIEK requirement) discussions in respect of the same as per determination of scope of works will be held with Sub-Engineer, BIEK & Procurement Wing and "THE CONTRACTOR" have offered to render all kind of works/jobs (including but not limited to the "works/jobs mentioned in Work Order") of the proposed works up to the satisfaction & handing over the project to the "BIEK" having accepted the offer in finished form complete in all respect.

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"BIEK" hereby offer to appoint "THE CONTRACTOR" as their official work executor for the specific purpose of "Works & Services" in respect of the same with "BIEK" as per the determination of scope of works/jobs on suitable scale with any/all other relevant details for Renovation/Maintenance of Chairman's Secretariat & Fixing of Precast Concrete Boundary Wall. "THE CONTRACTOR" hereby agree to the offer the "BIEK" in acceptance of the terms & conditions here in below forth. However, the terms and conditions of the tender document vide # BIE/AG/L&N/ 624 /2022 would be integral part of this agreement.

Article I

DUTIES & SCOPE OF WORK & AGREEMENT

- 1.1 This Agreement includes the "services & works", discussions with "BIEK" as per determination of scope of services, schedule of work & time line to suitable scale with any/all other relevant details to "BIEK".
- 1.2 "THE CONTRACTOR" agrees to provide any/all kind of services related to execution of work/job to "BIEK" whenever and wherever is required as per the terms & conditions of this Agreement.
- 1.3 "THE CONTRACTOR" will coordinate for required/assigned works/jobs/project



with Sub-Engineer and Procurement Wing of the "BIEK" who will advise "THE CONTRACTOR" in supervision of proposed works/jobs related.

- 1.4 "THE CONTRACTOR" is bound to provide items including machineries, equipment, goods material, gadget and manpower according to the Work Order.
- 1.5 It will be responsibility of the Contractor to remove debris/sludge/garbage/waste material/left over material, machineries, equipment and manpower from the site at his own cost after completion of works/jobs/project. However, Clearance Note / Certificate will be required from Sub-Engineer and Procurement Wing of BIEK.
- 1.6 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.
- 1.7 Renovation/Maintenance of Chairman's Secretariat & Fixing of Precast Concrete Boundary Wall & other, as assigned in accordance to the tender vide # BIE/AG/L&N/ 624 /2022 at BIEK.
- 1.8 Entry & Endorsement in Measurement Book for all jobs done is mandatory. The Measurement Book is to be countersigned by Sub-Engineer & Deputy Secretary (Administration General) on each occurrence / daily basis.
- 1.9 The Contractor will require to obtain Entry Pass of their employee/labour/manpower etc from Procurement Wing.
- 1.10 Any alteration/deletion/addition will only be considered if provided in writing by Procurement Wing and Controller of Examinations. No verbal instruction(s) / order(s) will consider valid.

Article II

SCOPE OF PROFESSIONAL SERVICES & WORKS

- 2.1 "THE CONTRACTOR" hereby agrees and acknowledge for the periodic supervision of the works and to check the execution of works in accordance with the Description & Specification mentioned in BoQ vide Tender # BIE/AG/L&N/ 624 /2022.
- 2.2 "THE CONTRACTOR" hereby agrees and acknowledges the acceptance of attending the meetings with the Sub-Engineer, BIEK and & Procurement Wing "BIEK" as & when required.
- 2.3 Date of Completion of work/job/project is, 2023.
- 2.4 Physical inspection will be carried out by BIEK authority. Ordered material is subject to final inspection at the time of delivery.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.

Article III

REMUNERATION

- 3.1 The cost offered by the Contractor is Rs. _____ (inclusive of all taxes) vide tender # BIE/AG/L&N/ 624 /2022.
- 3.2 This Agreement includes, the "Renovation/Maintenance of Chairman's Secretariat & Fixing of Precast Concrete Boundary Wall at BIEK", as per "BIEK" requirement mentioned in Tender BoQ.
- 3.3 Payment will be made after completion of works/jobs/project and submission



- of bill/invoice. Completion/Satisfactory Certificates from Sub-Engineer, Procurement Wing and Controller of Examinations is required before process of bill/invoice.
- 3.4 Performance Security 10% of total amount of Work Order must be deposited to the BIEK after acceptance of Work Order, Karachi. Security Deposit will be released after clearance of invoice which will be submitted after completion of satisfactory work.
 - 3.5 All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
 - 3.6 Stamp duty 0.35% for Services against total value of Work Order will be levied accordingly.
 - 3.7 All rules, regulations and policies will be governed in accordance to the SPPRA & BIEK.
 - 3.8 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by Contractor as per SRO/Notification.
 - 3.9 2% liquidated damages of the total amount will be imposed per month for which the company/firm/agency failed to complete work within the delivery/execution period and maximum upto 10%.
 - 3.10 BIEK will not pay any charges(s) regarding cartage / carriage / transportation / food / wages / accidental etc.

Article IV
ARBITRATION

- 4.1 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 Secretary of the BIEK and CEO of the "THE CONTRACTOR" for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article V
TERMINATION

- 5.1 "BIEK" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.
- 5.2 BIEK reserve the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance to the rules & regulations in the relevant SBD notified framed by SPPRA.

Article VI
INDEMNITY

- 6.1 "THE CONTRACTOR" in its individual capacity shall indemnify and keep BIEK and any person claiming through BIEK fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE CONTRACTOR", as a result of any defect in the title of BIEK or any fault,



neglect or omission by the "THE CONTRACTOR" which disturbs or damage the reputation, quality or the standard of services & works provided by "BIEK" and any person claiming through the BIEK.

Article VII

NOTICE

- 7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article VIII

INTEGRITY PACT

- 8.1 Its intention not to obtain the work of any contract, right, interest, privilege, or other obligation or benefit from the BIEK or any administrative or financial offices thereof or any other department under the control of the BIEK through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing the contractor/manufacturer/supplier/distributor represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the BIEK 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 BIEK, except that which has been expressly declared pursuant hereto.
- 8.3 The contractor/ manufacturer/supplier/distributor accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the BIEK under any law, contract, or other instrument, be stand void at the discretion of the BIEK.
- 8.4 Notwithstanding any right and remedies exercised by the BIEK in this regard, manufacturer/supplier/distributor agrees to indemnify the BIEK for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the BIEK in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the contractor / company / firm / supplier / agency / service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the BIEK.

Article IX

MISCELLANEOUS

- 9.1 Works/job/project will be handed over by the "BIEK" or vet the cost with authentic stamp and signature.



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99260214-19

- 9.2 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 9.3 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.
- 9.4 The validity of the contract will be effective from the date of issue of Work Order.
- 9.5 All terms and conditions of tender No.BIE/AG/L&N/ 624 /2022 will be the integral part of this agreement and can't be revoked.
- 9.6 Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.
- 9.7 Entry & Endorsement in Measurement Book for all jobs done is mandatory. The Measurement Book is to be countersigned by Deputy Secretary (Administration General) on each occurrence / daily basis.

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

"Board of Intermediate Education, Karachi" M/s. _____

NAME: _____

NAME: _____

CNIC# _____

CNIC # _____

Address: _____

Address: _____

Signature: _____

Signature: _____

WITNESS: 1

WITNESS: 2

NAME: _____

NAME: _____

CNIC# _____

CNIC # _____

Address: _____

Address: _____

Signature: _____

Signature: _____



SUMMARY OF TURN-OVER OF LAST THREE YEARS		
<i>YEAR</i> <i>2019-2020</i>	<i>YEAR</i> <i>2020-2021</i>	<i>YEAR</i> <i>2021-2022</i>
TOTAL:		



CERTIFICATE

I/We have carefully read & understood the Terms & Conditions whatever has been stated herein the enclosed pages and abide to the same. I/We guarantee to supply/deliver/install the items exactly in accordance with the requirements and enclosed the Bid Security payable to Board of Intermediate Education, Karachi.

SIGNATURE WITH DATE: _____

NAME OF FIRM: _____

ADDRESS OF FIRM: _____

FULL NAME OF CONCERNED PERSON: _____

CNIC NUMBER: _____

POSITION HELD IN: _____

PHONE NUMBER(S): _____

MOBILE NUMBER(S): _____

FAX NUMBER(S): _____

NATIONAL TAX NUMBER: _____

GENERAL SALES TAX NUMBER: _____

STAMP OF THE FIRM: _____

PAY ORDER NUMBER: _____

BANK & BRANCH NAME: _____

DATED: _____