

Board of Intermediate Education

Bakhtiari Youth Center, North Nazimabad, Karachi - 74700 Phones:

99260211 99260212 99260213

NO.BIE/AG /L&N//225/2024

Dated: /8-09-2024

Sindh Govt. Website www.sindh.govt.pk

Board's Website

SPPRA Sindh Govt. Website

www.biek.edu.pk

www.pprasindh.gov.pk

NOTICE INVITING TENDERS

Sealed tender is invited from reputed security agencies registered with Home Department of Govt. of Sindh. The detail is as under:

S.No	Tender Title	Cost of Bidding Document	Date & Time for Issuance of Bidding Documents	Deadline for submission	Opening of Bid	Method of Procurement	Bid Security
01	Hiring of Security Services	Rs.2,000/=	30.09.2024 10:00AM TO 14.10.2024 12.00 NOON	14.10.2024 at 02:30 PM	14.10.2024 at 12:00 PM	NCB Single Stage Two Envelopes	3%

Note: Two Ex-SSG personnel (for Supervisor) shall be provided for Day & Night shift.

Tender Performa may be obtained from the office of the (Procurement Wing) Administration General Section on production of an application on the letter head of the firm, against payment of Rs.2,000/= (Non-refundable) in shape of pay order in favor of Secretary, Board of Intermediate Education, Karachi on any working day as per schedule mentioned above.

In case of unexpected announcement of holiday, unforeseen situation, climate changing & disaster in city, the bid will be opened on next working day on the same venue & time as mentioned above.

Bid must be accompanied by pay order of the value as mentioned above as Bid Security in favor of the Secretary, Board of Intermediate Education Karachi.

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

(MUHAMMAD KASHIF SIDDIQUE)
Secretary

Copy to:

i) P.S. to Chairman

ii) A.S. Coordination

iii) P.A. to Secretary

iv) I T Manager

v) S.P.P.R.A. Govt. of Sindh



STANDARD BIDDING DOCUMENTS FOR NATIONAL COMPETITIVE BIDDING

SINGLE STAGE TWO ENVELOPES PROCEDURE

TENDER FOR HIRING OF SECURITY SERVICES

IN RESPECT OF THE BIE/AG/L&N/1225/2024 Dated: 18/09/2024

VOLUME-ITECHNICAL PROPOSAL



BAKHTIYARI YOUTH CENTER, NORTH NAZIMABAD, KARACHI-74700

Website: www.biek.edu.pk Phone: 99260211-12-13

Ext: 130

INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF CONTRACT:

The Instructions to Bidders (ITB) and General Conditions of Contract (GCC) applied in this Contract shall be the same as per Standard Bidding Documents for Goods, issued by SPPRA. For further references the same may be downloaded from SPPRA's website www.pprasindh.gov.pk or it may be provided from this office if it may be demanded by the bidder. Whenever there is a conflict, the provisions hereafter shall prevail over those in the Instructions to Bidders & General Conditions of Contract. The corresponding clause number of the ITB & GCC is indicated in parentheses.

BID DATA SHEET

INTRODUCTION				
ITB 1.1	Name of Contract	Tender for Hiring of Security		
		Services		
ITB 4.1	Name of Procuring Agency	Board of Intermediate Education		
		Karachi		
ITB 6.1	Procuring agency's address,	Board of Intermediate Education,		
	telephone, telex, and facsimile	Bakhtiyari Youth Center North		
	numbers	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 Govt. Taxes.



DETAIL OF TENDER & BIDDER

Hiring of Security Services No. BIE/AG/L&N/1225/2024

Date of Issue:	From 30/09/2024 10:00 PM to 14/10/2024 12:00 Noon
Last Date of Submission:	14/10/2024 (02:30 PM)
Opening of Proposal:	14/10/2024 (03:00 PM)
Name of Firm:	
NTN:	, SRB Registration Number:



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TECHNICAL EVALUATION / QUALIFICATION CRITERIA

S.NO.	EVALUATION /QUALIFICATION CRITERIA	MAXIMUM POINTS
	A certificate / affidavit that the Security Agency is not black listed	
1	by any Government / Semi-Government / Autonomous Body etc.	05
	and its not involved in any kind of insolvency litigation.	
2	NTN Certificate – Mandatory (05)	10
	SRB / GST Registration Certificate – Mandatory (05)	10
3	Valid License issued by Home Department, Govt. of Sindh	15
4	List of Weapons / Equipment / Gadgets / Vehicles	10
5	Provide the detail of Ex-Army-man / Armed Guards	10
	Financial Turn-over for the last three years showing the financial	
	soundness of the bidder.	
_	Supported by Audit Reports (5)	4.5
6	Balance Sheets (05)	15
	Bank Certificate showing the monthly Turn-over of 05	
	(Five) million or above (05)	
7	List of similar services provided to public sector organizations,	1.5
7	during last 03 years. (5 points for each year)	15
0	List of 5 firms / public sector organizations Services currently in	10
8	operation. (2 points for each service)	10
9	Managerial Capability / No. of Guards	05
10	List of Security Staff on permanent roster	05
	TOTAL POINTS	100

Note:

- i. Minimum 70 Points are required to technically qualify.
- ii. The offer will not be entertained if the required documents have not been found attached.
- iii. Financial Bid will be rejected if bid security less than 3% of bid price.



SUPPORTING DOCUMENTS

Only those bidders can apply in this tender who meet the qualification criteria. The following supporting documents must be attached as separate bunch.

S. No	Description	Yes	No
1	Registration certificate both FBR and SRBNTN Certificate		
2	Valid license issued by Govt. of Sindh to operate in Sindh Province		
3	NOC issued by Sindh Government		
4	Registration with SECP		
5	Registered with APSAA		
6	Registration with Social Security	_	

Note: Bidder must be provided supporting documentation for evaluation. BIEK can verify any document submitted by the agency at any point in time. In case of non-validation of any document submitted during/after the bidding process, BIEK reserves the right to remove/reject the bidder.

Stamp & Signature



PREFERRED STANDARDS FOR SECURITY PERSONNEL

ARMED SECURITY GUARD (EX-ARMY-MAN & SSG-COMMANDO)

- i. Educational qualification minimum Matriculate.
- ii. Ex-SSG Commando from the Armed Forces of Pakistan.
- iii. Should be qualified Army Commando Course.
- iv. The minimum service in SSG should be 10 years.
- v. Field Experience should be a minimum of 5 years.
- vi. Should be able to handle security situations/related matters.
- vii. Medically / physically fit with medical Category "A".
- viii. Preferably from fighting arms like Infantry or Navy Marines with clean conductsheet.
- ix. Should be able to communicate in Urdu.
- x. Age should not be more than 50 years.

ARMED SECURITY GUARD (CIVILIAN):

- i. Educational qualification should be minimum Matriculate.
- ii. Preferably from fighting arms like Infantry or Navy Marines with clean conduct sheet.
- iii. Relevant experience of 1 year must be in any reputed organization.
- iv. There should be no criminal record/Firs.
- v. Medically / physically fit with medical Category "A".
- vi. Should be able to communicate in Urdu.
- vii. Age not more than 45 years.

LADY SEARCHER

- i. Educated with minimum Intermediate qualification.
- ii. Age between 20 to 45 years.
- iii. Experience of 02 to 03 years working in a similar capacity in any large organization, preferably in an educational institution.
- iv. Should be able to communicate in Urdu.
- v. Should know public safety and security procedures/protocols.

Note: Experience of serving in an educational institution or similar place will be preferred & the Security Agency / Firm ensure that Security Guards must be a Pakistani National, and have valid CNIC.



GUARD DRESS & EQUIPMENT'S REQUIREMENT

- i. 2x T-shirts with company monogram will be given every year on 1st May (during thesummer season).
- ii. 1x Shirt with company monogram will be given every year on 1st Nov (during winterseason).
- iii. 1x New winter jacket/sweater with company monogram will be given on 1st Oct of everyyear (during winter season).
- iv. Trousers (Tucked in boots).
- v. Blue Socks (pure cotton)
- vi. DMS (Duty military shoes).
- vii. Cap with company monogram.
- viii. Brass whistle.
- ix. Ammunition pouch.
- x. Pistol pouch (black) for guards carrying pistols.
- xi. Sling for guards carrying repeater, SMG, rifle.
- xii. Web belt.
- xiii. Flashlight (Black / grey) for night duty. The provision of the battery will be theresponsibility of the Security Company.
- xiv. Binoculars (For SSG Commando only)
- xv. Handheld wireless communicator set.
- xvi. For Special requirements, guards will wear Shalwar Qameez (Black/Blue) with Peshawari Chappal(sandal), Belt, Cap and Company's Monogram



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PREPARATION AND SUBMISSION OF BIDS			
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 <u>Secretary</u> , <u>Board of Intermediate Education Karachi</u> 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 (Procurement Wing) Administration General Section (Chairman's Secretariat), Ground Floor, Board of Intermediate Education, Karachi.	
ITB 18.2 (b)	IFB title and number	Title: Tender for Hiring of Security Services IFB No: BIE/AG/L&N/ /2024 Dated: / /2024	
ITB 19.1	Date & Time for Issuance of Bidding Documents	From30/09/2024 10:00 AM to 14/10/ 2024 12:00 Noon	
ITB 22.1	Deadline for Submission of Bidding Documents and opening of bid	Bids must be submitted through EPADS on or before 14/10/-2024 up to 02:30 P.M and will be opened on the same day at 03:00 P.M in the presence of bidders' representatives who wish to attend.	
ITB 25.4 (b)	Hiring of Security Services	The Services will have to be rendered at our site within stipulated time as mentioned in the Contract Agreement which may be increased or decreased as per SPPRA rule.	



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INSTRUCTIONS TO BIDDERS

- a) Bids without earnest money will not be entertained. Earnest money of the successful bidder may be returned after signing of the contract agreement.
- b) Tenders shall be made in the forms supplied therefore, with all items and blanks properly filled in. All data and figures and the signature of persons signing the tender shall be in ink.
- c) All unit prices filled in the schedule of quantities shall be firm. The unit prices against each item of work and estimate amount and all other data called for shall be given.
- d) "In case of a discrepancy between the unit price and amount entered for any item in the schedule of quantities, the unit price will be taken as correct and the amount will be adjusted accordingly when the tender is being examined".

The tender must be signed on each and every page by a person (s) authorized to do so.



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SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. PERFORMANCE SECURITY (GCC CLAUSE 7)

1)	GCC 7.1	The amount of performance security, as a percentage of the
		Contract Price, shall be Five (05) percent of the Contract Price
		which should be submitted in shape of Pay Order in the name of
		Secretary, Board of Intermediate Education Karachi.

2. RESOLUTION OF DISPUTES (GCC CLAUSE 28)

The dispute resolution mechanism to be applied pursuant to relevant SPPRA Rules.

3. NOTICES (GCC CLAUSE 31)

GCC 31.1 — Procuring agency's address for notice purposes:

Office of the Admin General Section, (Chairman's Secretariat), Ground Floor, Board of Intermediate Education, Karachi.

4. PENALTY

- 1) Preferred penalties according to the issue\subject may be imposed upon the Supplier(s) such as:
- rejection of the unsatisfactory Supplied material
- ii. Blacklisting of the firm
- iii. Liquidity damages shall be applied as per SPPRA Rules.
- iv. forfeiting of whole Security amount

Anyone or more than one from the aforesaid penalties may be imposed upon the Supplier(s) in the following cases:

- a) In case of transgression/deviation of the time given in the Contract Award
- b) In case of transgression, deviation, mistake or low quality found in the supplied Item(s)
- c) In case the specification, quantity, rate or stuff of a Tender in certain item or items are approved and the Bidder backs out of his commitment on any pretext or fails to supply the material or complete the job in time or in the required criteria.

5. SUBJECT TO RELEVANT SPPRA RULES, THE COMPETENT AUTHORITY RESERVES THE RIGHT TO:

- (a) divert/distribute a particular work among different Bidders on the lowest approved rate(s) in the interest of the office due to demand of time/situation.
- (b) accept or reject all or any bid.
- (c) increase or decrease quantity without any notice at any time/stage.

6. TERMS & CONDITIONS

- 1) Under following conditions bid will be rejected:
 - i. Conditional and telegraphic bids/tenders.
 - ii. Bids not accompanied by Bid Security of required amount and form.
 - iii. Bids received after specified date and time.
 - iv. Bids of Blacklisted firms.
- 2) Inspection: Nominated Inspection Committee will make inspection of Security Services.
- 3) All prices will include all costs of performing the works including labour, material income tax, GST. Octori charges. Royalties & transportation etc. as mentioned in the agreement.
- 4) No subletting of all or any part of work will be allowed at any cost / reasons.
- 5) <u>Services will be delivered at Board of Intermediate Education Karachi as awarded work.</u>
- 6) The bidder with the "Lowest Evaluated Cost" but not necessarily the "Lowest Submitted Price" shall be awarded the Procurement Contract subject to compatibility/suitability of the item(s).
- 7) The bidder shall provide the security services as per approved specifications mentioned in the Contract Award. If the Guards and their services not found in conformity with the approved specifications shall be rejected at the risk & cost of the bidder.
- 8) The Contract Award may be assigned at any time during the period of bid validity.
- 9) The amount of Performance Security is in addition to the amount of Bid Security which should be deposited by the successful bidder(s). Bid Security shall remain valid for a period of 28 days beyond the validity period for bids.
- 10) Placement of Contract Award will be subject to payment of Performance Security.
- 11) The services should be provided strictly in accordance with the approved schedule.
- 12) SPPRA Rules-2010 (Amended) shall strictly be followed.
- 13) Disqualification:

Proposals are liable to be rejected if:

- a) Bids of the bidders who have been blacklisted or are in process of blacklisting by BIEK shall be rejected;
- b) Proposals are found conditional or incomplete in any respect;
- c) Received later than the appointed / fixed, date and a time;
- d) There is any deviation from the Instructions to Bidders;
- e) Multiple rates are quoted;
- f) Proposals (Financial/Technical) containing unauthenticated amendments /corrections /overwriting);
- g) If the validity of proposal is not quoted as required;
- h) Proposal made through EPADS.

7. Earnest Money (Bid Security)

- a) All bidders must submit <u>Bid Security (Refundable) equivalent to 3%</u> of total bid value in form of Pay Order in favor of "Secretary Board of Intermediate Education, Karachi" shall be submitted. Bids without bid security will be rejected.
- b) Bid security of unsuccessful bidders will be returned after opening of the financial bids within 15 days.

8. Cost of Preparation of Bidding Documents and Liability:

The bidder shall bear all costs associated with the preparation and submission of the bid. BIEK will, in no case, be responsible or liable for these costs, or have any other liability to any bidder, regardless of the conduct or outcome of the tender process. BIEK shall have no obligation to any bidder to reimburse any costs incurred in preparing a response to the bidding document.

9. Payment Schedule

Payment will be made on or after 10th of each month after deduction of all applicable taxes subject to submission of bill (s) along with manual attendance sheet & satisfactory certificate of concerned officer on or before 5th of each month. Payment will be made through cross Cheque/online transfer etc. to the firm on its postal address through courier.

10. Period of Contract

- a) The services are required for a period of one year upon the satisfaction of the Competent Authority of BIEK. In case of unsatisfactory performance, the service of firm will be terminated at any time with one month prior notice.
- b) On satisfactory completion of one year, BIEK can renew the contract for another one year with the mutual consent. Contract extendable up to three years.

11. Performance Security

The successful bidders will be required to furnish a <u>Performance Security of 5%</u> (Five Percent) of yearly contract amount. The performance security will be confiscated if the successful bidder (s) fails to provide the required services as per TORs.

12. Stamp Duty

Stamp Duty @ 0.35% of the cost of transaction / Work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.

13. Arbitration

In case of any difference or dispute arising between the parties relating to the present bid or during the contract period, shall be referred to resolution to the Chairman BIEK or his duly authorized nominee whose decision shall be final and binding on both the parties and cannot be challenged in any court of law.



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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.

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:	

RARACHI COLCATOL COLC

STANDARD BIDDING DOCUMENTS FOR NATIONAL COMPETITIVE BIDDING

SINGLE STAGE TWO ENVELOPES PROCEDURE

TENDER FOR HIRING OF SECURITY SERVICES

IN RESPECT OF THE BIE/AG/L&N/1225/2024 Dated: 18/09/2024

VOLUME-IIFINANCIAL PROPOSAL

FORM OF BID

The Secretary (Acting), Board of Intermediate Education, Bakhtiari Youth Centre, North Nazimabad, Karachi-74700.

Sub: Providing Security Services for the Board of Intermediate Education, Karachi.

Dear Sir,

1. Having examined the Tender Documents and the site conditions for the above mentioned Project, we, the undersigned offer to provide security services in conformity with the said tender Documents (and Addendum if any) for the sum of under-mentioned amount on DDP basis:

EX-ARMY-MAN		
Bid Price (in figures) :-		
Bid Price (in words) :-		

CIVILIAN GUARD		
Bid Price (in figures) :-		
Bid Price (in words) :-		

- 2. The above total sum is based on the quantities shown in the Bill of Quantities and other works as mentioned in Salient Features.
- 3. We undertake, if our tender is accepted, to sign an agreement within Seven (07) calendar days receipt of letter of award in the form laid out in annexure to this Tender with such alterations and additions thereto as may be required to adopt, such Agreement to circumstances of this Tender.
- 4. We undertake, if our Tender is accepted, to mobilize on-site within Ten (10) calendar days of receipt of the letter of work order and commence the works on the first works comprised in the contract within the time of completion specified in the Salient features.
- 5. We agree to abide by the Tender for a period of Ninety (90) calendar days from the date of opening of tender and shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6. Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof and other relevant correspondence subsequent to the Tender shall constitute a binding Contract between us.

7.	We understand that you are not bound to accept the lowest or any tender you may receive, and that you will not reimburse any expenses incurred by us in preparing and submitting the Tender or otherwise in connection with the Tender.		
8.	As a guarantee for the performance of the undertakings and obligations of this Tender, we submit herewith 3% Bid Security in shape of Pay Order issued by the		
	Karachi" and made payable to you without any reference to us and valid for 120 calendar days from the date of submission of Tender.		
9.	The Tender Documents referred to above constitute a part of this Tender and comprise of the documents listed hereunder: a) Instructions to bidders. b) Salient Features / Terms & Condition of the Tender. c) Evaluation Criteria. d) Form of Agreement. e) Scope of work / Schedule of Requirements. f) The Addendum (if any). g) The Drawings (if any).		
Signat	ure:		
in the duly a	capacity of uthorized to sign bids for and on behalf of		
(Name	of Bidder in Block Capitals)		
Dated	:		
Addre	SS		
Witnes (Signa	<u>ss:</u> ture)		
Name:	·		
	ss:		
Occup	ation		



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FINANCIAL PROPOSAL EX-ARMY-MAN

Note: <u>If bidder wants to quote the Ex-Army shall be submitted @3% earnest money of the quoted price</u>

						ust be quoted I Govt. Taxes
S.No.	Designation			Total Req.	Rate	Amount
1.	Armed Security Guards (Ex-Army-Man) Day and Night			22		
2.	Security Supervisor (Day & Night) (Ex-SSG Personnel)			02		
3.	Lady Sea	archers (Day Sh	nift)	01		
		ΓΟΤΑL		25		
Exami	nations c			ditional SSG actual days		nall be made on
т.	1.1	05	Total Amo	ount for one r	month	
10	tal	25	Total Amo	ount for one y	/ear	
		r one month	_			
Total A		r one year in	words:			



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FINANCIAL PROPOSAL CIVILIAN GUARD

Note: If bidder wants to quote the Civilian Guard than shall be submitted @3% earnest money of the quoted price

						ıst be quoted Govt. Taxes
S.No.		Designatio	n	Total Req.	Rate	Amount
1.	Civilian Guard (Day & Night)			22		
2.	Security Supervisor (Day & Night) (Ex-SSG Personnel)			02		
3.	Lady Sea	Lady Searcher (Day Shift)				
		ΓΟΤΑL		25		
In ca	ase of any	additional re	equirement o	f SSG Guards	s shall be pro	ovided for the
	•	enter. The p	ayment of ad		Guard(s) sha	ovided for the all be made on
Exam	inations c	enter. The page produc	ayment of ad tion of Bill of	Iditional SSG	Guard(s) sha	ovided for the all be made on
Exam	•	enter. The p	ayment of ad tion of Bill of Total Amo	Iditional SSG actual days o	Guard(s) sha of duty	

Rupees:___

Total Amount for one year in words:



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SUMMARY OF BID EX-ARMY MAN

	Rupees In Words	Rupees In Figures
Total cost of the Bid: (as offered by the Bidder)		
Bid Security of 3% of total amount/cost of the quoted value (Refundable)		
5% (Five percent) amount of the Contract Price Performance Security (Refundable)		

SUMMARY OF BID CIVILIAN GUARD

	Rupees In Words	Rupees In Figures
Total cost of the Bid: (as offered by the Bidder)		
Bid Security of 3% of total amount/cost of the quoted value (Refundable)		
5% (Five percent) amount of the Contract Price Performance Security (Refundable)		

CONTRACT AGREEMENT

THIS AGREEMENT is executed at KARACHI, or	on this day	, 2024
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BETWEEN

Board of Intermediate Education, 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	, ha	iving its o	office at		he	rein	after refe	rrec	l to as "TH	IE SI	ERVICE PI	ROVI	IDER"
(which ex	xpression	shall w	herever	the c	ontext,	so	permits	be	deemed	to	include	its	legal
represent	atives, ex	ecutors,	successo	or and	l assigr	ıs),	through	its	proprieto	r			
holding CI	NIC No		on	the SE	COND I	PAR	Γ.						

WITNESS

WHEREAS

"The BIEK intends to obtain security services to protect its i- premises, ii- property, iii- personnel, ivstudents etc. whenever & wherever the security services (hereinafter the "Security Services") required wherever including at the specified locations of BIEK, i.e. Main Building, Library Building, Main Entrance, Parking Area, Counters, Chairman Office, Secretary Office, Controller Office etc. The identified location(s) can be withdrawn or might be added at the discretion of the BIEK. NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Article I DUTIES & SCOPE OF AGREEMENT-I

"THE SERVICE PROVIDER" will provide security services as per BIEK requirements at the following workplaces:

- 1.1 Main Building, Library Building, Main Entrance, Parking Area, Counters, Chairman Office, Secretary Office, Controller Office etc.
- 1.2 THE SERVICE PROVIDER will be responsible for providing security services at the desired locations, as per the direction, supervision, of nominated officer / official by Competent Authority of BIEK.
- 1.3 "THE SERVICE PROVIDER" hereby agrees to attend the meetings with the "BIEK" as & when required.

- 1.4 Staff deputed at BIEK shall be interviewed by the BIEK management prior to their deputation at BIEK.
- 1.5 BIEK has the right to increase or decrease the quantity, and the service provider is bound to provide without any change in commission percentage.
- 1.6 BIEK reserves the right to cancel any or all the items mentioned in different categories or may terminate any part of the BoQ or item independently if the required service standards are not met accordingly.

Article II Contract Period

The agreement will be for 12 months. The agreement may be extended for another term of one year or a suitable period thereof by mutual consent.

Article III Terms & Conditions

- 3.1 Security Company to quote separate rates as per the categories mentioned in the document.
- 3.2 5% Performance Security of the total cost of contracted amount will be deposited to the BIEK within seven days of after receiving of notification of award.
- 3.3 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 guards during the concerned month. The security Agency / Firm will submit bill to Secretary's Office of BIEK between 1st to 5th of each month.
- 3.4 All applicable tax(es) will be borne by the Service Provider. The firm should be registered with the Income Tax Department.
- 3.5 No sub-letting/ sub-contracting of services in any form is allowed.
- 3.6 **Stamp Duty @ 0.35**% of the cost of transaction / Work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice
- 3.7 The Firm / Agency / must provide Clearance/ Registration certificate from relevant authorities i.e. Provincial / Federal / Home Department and Interior Ministries, APSAA etc.
- 3.8 Breakdown of emoluments (Charging for one guard from BIEK) must be given to BIEK by Security Agency / Firm to ensure that guards are given declared amount of pay.
- 3.9 Any additional manpower required over and above the quantity mentioned in scope of work will be charged at the same rate. Whenever required, THE SERVICE PROVIDER will interchange the manpower from existing trades mentioned in the "Category" as per the requirement of BIEK.
- 3.10 The Security Agency / Firm ensure that Security Guards must be a Pakistani National, and have valid CNIC

- 3.11 All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination.
- 3.12 The attendance would be closed at end of every month to process the bill for the current month by 15th. The attendance will be verified by the BIEK representative, for further processing. The attendance cycle will be on a monthly basis.
- 3.13 The salary structure, emoluments paid to the Security Personnel contacted to BIEK, Karachi should be consonant with prevalent Government policies.
- 3.14 BIEK may purchase / hire / security equipment through the "Security Service Provider" & charges would be paid duly approved by the authority, on submission of quotation(s) / bill(s) / invoice(s).
- 3.15 The Security Company / Firm will keep the Authority free of any liability for the cause of compensation/ legal course, if any employee of the Security Company claims in case of their Injury, death etc.
- 3.16 Any claims of injuries, loss of limb or life of labor and other workers engaged/employed by the Security Company for operations under this agreement or work connected directly or indirectly with the agreement shall be settled and paid by the Security Company. The Authority shall in no way be responsible for any compensation in this connection.

Article IV Indemnification

- 4.1 The "Service Provider" shall indemnify and hold the BIEK 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.
- 4.2 Further, BIEK 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 Hiring of Security Services Technical Proposal Tender # BIE/AG/L&N/1225/2024 that this Agreement shall not constitute any agency and/or partnership relationship between BIEK and the Security Personnel/" Security Service Provider.

Article V Arbitration:

The parties expressly consent that in the event of arising a dispute as to the provisions of this Agreement, or any modification hereto, each party shall submit its respective interpretation to the other for consideration. However, in case of any controversy or claim arising out or relating to this Agreement or its breach, shall be resolved through arbitration under the Arbitration Act-1940 and Chairman BIEK, shall have the right to act as arbitrator. His decision will be binding upon both the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article VI Termination:

"BIEK" may terminate this agreement if the job is not executed according to the requirement at any time after issuing 15 days' notice. The BIEK may terminate any part of the BoQ or item independently if the required service standards are not met accordingly.

Article VII Indemnity:

"THE SERVICE PROVIDER" 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 SERVICE PROVIDER", as a result of any defect in the title of BIEK or any fault, neglect or omission by the "THE SERVICE PROVIDER" which disturbs or damage the reputation, quality or the standard of services provided by "BIEK" and any person claiming through the BIEK.

Article VIII Notice:

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

Article IX Severability:

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 Renewal

The contract period for security services is one year. The contract period may be renewed based on satisfactory performance of the company / firm / agency and mutual consent.

Article XI Payment Terms:

- 11.1 Payment will be made on monthly basis after submission bill (s) along with verified manual attendance sheet and satisfactory certificate.
- 11.2 Payments by BIEK shall be made subject to Withholding Tax and other Government levies, in accordance with law.

Article XII Miscellaneous:

12.1 Any addition & alteration(s) made in the contents as required which entail extra time & labor and material on part of the services, shall be charged separately/extra on 'Quantum Merit' basis before & on final services handed over to the "BIEK". After FINAL WORKS if any alteration(s), arise charges will be paid on mutually agreed upon.

- 12.2 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 12.3 The terms and conditions of the AGREEMENT have been read over to the parties which admit being correct and abide by the same.
- 12.4 All terms & conditions mentioned in the bidding document will be an integral part of this agreement and can't be revoked.
- 12.5 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.

12.6 This agreement is effective fromto	
"Board of Intermediate Education, Karachi"	M/s
NAME:	NAME:
CNIC#	CNIC #
Signature: WITNESS: 1	Signature:
NAME:	NAME:
CNIC#	CNIC #
Signature:	Signature:

INTEGRITY PACT

Declaration of Charges, Fees, Commission,	Taxes, Levies etc. payable by the company / firm
agency for Security Services;	
M/s	the Security Services
hereby declares that:	, the Security Services

- (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 forgoing the company / firm/ agency 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) The company / firms / agency / 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, company/firm/agency 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 company/firm/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.

Note:

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