

***Tender Fee: Rs. 5,000/-
(Non-Refundable)***

TECHNICAL PROPOSAL

Hiring of Security Services Tender # SS/02/24-25

Date of Issue : October 30, 2024

Last Date of Submission : November 15, 2024 (3:00 PM)

Opening of Proposal : November 15, 2024 (3:30 PM)

Company Name: _____

NTN: _____, **SRB Registration Number:** _____

Notice Inviting Tender

Tender Notice

The Institute of Business Administration (IBA) Karachi, invites online bids on SPPRA EPADS from tax-compliant fabricators/tailors/suppliers, registered with the relevant tax authorities and SPPRA EPADS, for the following tender:

Tender Title (Ref. No.)	Procedure	Bid Security
Hiring of Security Services (SS/02/24-25)	Single Stage Two Envelopes	2%
Document Fee & Important Dates		
▶ <i>Tender Fee:</i>	Rs. 5,000/-	
▶ <i>Issuance start date:</i>	October 30, 2024, from 9:00 AM	
▶ <i>Issuance end date & time:</i>	November 15, 2024, till 3:00 PM	
▶ <i>Submission date & time:</i>	October 30, 2024, till November 15, 2024, from 9 AM to 3 PM	
▶ <i>Pre-bid Briefing:</i>	November 8, 2024, 4:00 PM at IBA Main Campus	
▶ <i>Opening date & time:</i>	November 15, 2024, at 3:30 PM	

Tender documents are available at the Office of the **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi**, on any working day (Monday to Friday). The tender documents can also be downloaded from the IBA and SPPRA EPADS websites. The tender fee challan to be generated from the IBA website at <https://tenders.iba.edu.pk> and deposited at any branch of Meezan Bank Ltd.

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) should be submitted/uploaded on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/>. The original Bid Security along with the Original Bid (duly signed and stamped) must be delivered to IBA, Karachi on below mentioned address before bid opening schedule. Bids will be opened on the same date and venue in the presence of the bidders' representatives who may wish to attend.

Please ensure that bid security, in the form of a Pay Order or Demand Draft, is submitted in favor of 'IBA Karachi' along with the tender.

N.B. (1) IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

(2) Only uploaded bid along with supporting documents will be accepted. In case there is a contradiction between bidder's EPADS submitted bid and manually submitted bid, bid submitted on EPADS will be considered valid for evaluation purpose.

REGISTRAR

IBA, Main Campus, Karachi University Enclave, Karachi-75270

UAN: 111-422-422, Fax: (92-21) 99261508

Contact Person: Sr. Executive Procurement on 38104700, Ext: 2152

Email: tenders@iba.edu.pk, IBA Website: <https://tenders.iba.edu.pk>

SPPRA EPADS Website: <https://portalsindh.eprocure.gov.pk/>

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1. Introduction

Dear Tenderer:

Thank you, the interest you have shown in response to the IBA's advertisement which floated in IBA & SSPRA websites and newspapers on October 30, 2024, to "Hiring of Security Services".

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA & several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools & the assessment & testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards & academic traditions it had inherited from Wharton & USC while adapting and adjusting them over time.

We expect to avail services/works/items of high standards that meet our prime & basic specifications through this transaction.

Please contact Sr. Purchase Executive on 38104700 ext.: 2152 for any information and query

Thank you.

-sd-

Registrar

2. Instructions to Bidder

- a. IBA Karachi expects that aspirant firms/companies/agencies 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 every page. Moreover, attach the required supporting documentation according to the requirement.
- b. Filling the Tender Form in writing with ink or typing is mandatory. 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 the item/column name or number etc. that referred to the column/item of the Tender Form.
- c. Tender Document can be downloaded from IBA & SPPRA EPADS websites from October 30, 2024, to November 15, 2024, working 9:00 AM to 3:00 PM.
- d. Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) to be submitted on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/> by November 15, 2024, till 3:00 PM. The original Bid Security along with the Original Bid (duly signed and stamped) be delivered to IBA, Karachi on above mentioned address before bid opening schedule.
- e. Bid Security of 2% of total charges will be submitted along with Tender Documents in the shape of Pay Order / Demand Draft only in the name of the Institute of Business Administration.
- f. Successful bidder should provide 5% Performance Security of the total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- g. Please mention "Tender Number" at the top left corner of envelopes. IBA Karachi may reject any bid subject to the relevant provision of SPP Rules 2010 and may cancel the bidding process at any time before acceptance of the bid or proposal as per Rule-25(i) of said rules.
- h. All currency in the proposal shall be quoted in Pakistan Rupees (PKR).
- i. Service Provider shall maintain their status as active / filer taxpayers with taxation authorities while rendering services to IBA Karachi.

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- j. Envelopes: Separate Envelopes of the Technical Proposal and Financial Proposal shall be submitted. Bid Security should be further enclosed in an envelope & seal of the Company should be affixed on opening flaps.
- k. Competent authorities reserve the right to accept or reject any quotation/tender without any reason thereof. Also, the Authority reserves the right to change/alter/ remove any item or article or reduce/enhance quantity without assigning any reason. IBA also reserves the right to issue a Purchase Order for any single item to different lowest responsive bidders or for all the items to any lowest responsive bidder.
- l. Any request for clarification regarding technical specifications should be submitted in writing to:
Contact Person (IBA): Senior Executive Procurement
Institute of Business Administration, Main Campus,
University Enclave, Karachi
Tel #: 021 38104700; Ext 2152
Email: tenders@iba.edu.pk
- m. Conditional / Optional / Alternate Bids will not be accepted.
- n. The Pre-Bid meeting will be held on November 8, 2024, at IBA Main Campus at 4 PM, to understand the exact nature of the services and clarification (if required). This would be a must for each bidder/service provider.

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3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Hiring of Security Services.
- (c) **Procuring Agency's Address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Ninety (90) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the Tender Document in is November 15, 2024, by 3:00 PM on SPPRA EPADS portal. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend.
- (g) **The Venue, Time, and Date of Bid Opening:** The Tender will be opened on November 15, 2024,, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Liquidity damages:** Liquidated damages 2% per month of the total contract amount will be imposed on delayed delivery. IBA Karachi reserves the right to deduct 2.5% of the monthly bill as penalty if security personnel are not paid by the 5th of each month.
- (i) **Deposit Receipt No:** _____ **Dated:** _____
Amount (in words and figures): _____

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4. Terms and Conditions

a. Bid Security

Bid Security, in the shape of a bank draft/pay order in the name of “**Institute of Business Administration**” Karachi, equivalent to 2% of the total cost of the bid, should be submitted along with the tender documents.

b. Performance Security

The successful bidder should provide 5% Performance Security of the total value of the Purchase Order in the form of a Pay Order or bank guarantee prior to the signing of the Contract. The Performance Security shall extend at least three months beyond the completion of the contract.

c. Validity of the Tender

All proposals and prices shall remain valid for 90 days from the closing date of the submission of the proposal. However, the Bidders are encouraged to state a longer period of validity for the proposal.

d. Currency

All currency in the proposal shall be quoted in Pakistan Rupees (PKR).

e. Ownership

The ownership of all products and services rendered under any contract arising as a result of this tender will be the sole property of IBA.

f. Arbitration and Governing Law

This tender and any contract executed under this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all bidders responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani courts. The arbitration proceeding will be governed by the Arbitration Act, of 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

g. Acceptance of Tender

The IBA reserves the right not to accept the lowest and to annul the bidding process without assigning any reason whatsoever. IBA Karachi may ask to provide a demo unit that the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

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h. Support Capabilities

The bidder should indicate the support capabilities for all the hardware provided during the course of the warranty.

i. Compliance with Specifications

The Bidders shall provide information as per requirements given in BoQ. However, Bidders can submit multiple solutions. Bidders may not propose/supply any kind of refurbished hardware equipment/components in their proposals.

j. Bid Evaluation:

The bid will be considered as the Most Advantageous on most closely conforming to evaluation criteria and other conditions specified in the bidding document and having the Least cost.

k. Cancellation

IBA reserves the right to cancel any or all of the above items if the material is not in accordance with its specifications or if the delivery is delayed.

l. Invoice

The invoice/bill should be submitted to the Procurement Department.

m. Stamp Duty

The Stamp duty of 0.35% against the total value of the Contract will be levied accordingly.

n. Contract Period

The contract period for security services is one year effective from the date of signing of the agreement / Lol. The contract period may be renewable based on the satisfactory performance of the company/firm/agency and mutual consent.

o. Certification

If the provided information is found false, the services of the security agency/firm will be terminated without assigning any reason and making any refund/ payment. Further, the agency/firm will be blacklisted.

p. Salary/Wage Revision

IBA reserves the right to revise salary/wage of the manpower in consultation with the service provider.

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5. Integrity Pact

- (a) Its intention is not to obtain the Provide, Supply and Install 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).
- (b) Without limiting the generality of the forgoing the Bidder represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the Provide, Supply and Install or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The Bidder 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 and remedies available to the IBA under any law, contract, or other instruments, be stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide, Supply and Install and /work/service or other obligation or benefit in whatsoever from the IBA.

Note:

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

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6. Scope of Work

IBA Karachi is a reputable public sector institute having its campuses in Karachi. The objective of this bidding process is to procure comprehensive security services to ensure a smooth and safe operational environment conducive to academic and administrative activities. This includes implementing robust security measures to protect the campus premises, faculty, staff, students, and visitors from potential threats, intrusions, or criminal activities.

The security services should encompass various aspects such as round-the-clock surveillance, regular patrols, access control, emergency response protocols, and collaboration with local law enforcement agencies when necessary. The emphasis is on creating a secure atmosphere that promotes a sense of safety and well-being among all stakeholders.

Additionally, the selected security service provider must demonstrate a clear understanding of the unique security needs and challenges associated with educational institutions. They should be committed to upholding the highest standards of professionalism, integrity, and adherence to legal and regulatory requirements governing security operations.

Overall, the objective is to engage a qualified and reliable security partner who can effectively safeguard IBA Karachi's campuses, thereby contributing to the institution's mission of providing a conducive learning and working environment for its community members.

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Sr #	Categories	Est Qty	Estimated Monthly Remuneration (Per Head)	Job Specification
A Guards				
1	Armed Security Guards (Ex-Serviceman)	1	38,000.00	As mentioned in the Technical document Clause 5(II)d
2	Unarmed Security Guards (Trained Civilians)	10	37,000.00	As mentioned in the Technical document Clause 5(II)f
3	Armed Security Guards (Trained Civilians)	72	37,000.00	As mentioned in the technical document Clause 5(II)e
4	Armed Security Guards (Ex Commandos from Pak Army, Navy or Air Force)	3	85,000.00	As mentioned in the Technical document Clause 5(II)a
B Supervisors				
5	Assistant Security Supervisor	4	50,000.00	As mentioned in the technical document Clause 5(II)c
6	Campus Security Supervisor	8	65,000.00	As mentioned in the technical document Clause 5(II)b
C Searchers / Receptionist				
7	Lady Searchers	6	42,000.00	As mentioned in the technical document Clause 5(II)g

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A. Weapons & Equipment Need:

Sr. #	Weapon / Equipment	To be carried by	Est. Qty	Remarks
1.	Magazine Shot Gun (12 bores)	Guards	Total 22 Main 17 City 05	The weapon should be new/in good working condition with a license. Spare magazines should be provided with the weapon. Ammunition: Chinese or equivalent.
2.	Pistol (30 bores)	Guards	Total 19 Main 15 City 04	The weapon should be new / in good working condition with a license. Spare magazines should be provided with the weapon. Ammunition: Chinese or equivalent
3.	Pistol (9 mm Made In China)	Supervisor	Total 06 Main 5 City 1	The weapon should be new / in good working condition with a license. The spare magazine should be provided with the weapon
4.	SMG / AK 47 (Cal: 7.62)	SSG Guards *Special service group or commando	Total 02 Main 1 City 1	*AK 47 Chinese or Russian is a costly weapon since it is automatic. As an alternate measure, security companies give a .222 / .223/7mm rifle which looks like AK 47. However, its abilities are inferior and mostly made in the Darra/Tribal area. Spare magazines and Chinese ammunition should be provided with the weapon. Ammunition: Chinese or equivalent.
5.	Rifle 222/223	Guards	Total 08 Main 06 City 02	The weapon should be new/in good working condition with a license. Spare magazines should be provided with the weapon. Ammunition: Chinese or equivalent.
6.	Binocular	SSG Guards	Total 03 Main Campus 01 City 02	Military precision.
7.	Telescope sight with SMG/AK 47	SSG Guards	Total 02 Main 1 City 1	Telescope should be zeroed with the weapon.

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Sr. #	Weapon / Equipment	To be carried by	Qty	Remarks
8.	Base station Wireless with long range antenna	Different Personnel	Total 05 Main 1 Control Room Main 1 Girls Hostel 1 Boys Hostel 1 City 1	for enabling communications between handheld sets. *The wireless network consists of a base station which is fixed at IBA main gate/ Control room main/ staff town and boys hostel. All handheld sets commonly known as walkie talkie can communicate with the base set. Base set is being operated by the security supervisor to communicate with the guards. Every guard is assigned a call sign for e.g <i>hello call sign 2 message over.</i>
9.	Handheld walkie-talkie wireless set	All guards	Total 83 Main 65 City 18	With hook to fix with a web belt.
10.	Torch (Rechargeable)	For all Nightguards	Total 14 Main 10 City 04	Waterproof and heavy-duty.
12.	Under vehicle mirror	For vehicle search	Total 12 Main 6 City 6	
13.	Handheld metal detector	For detection	Total 16 Main 10 City 6	Required for checking the visitors at places where walk through detector is not available
14.	Sun Shield/ Umbrella	Both campuses	Total 12 Main 8 City 4	Required for guards performing duty under direct sunlight.
15.	Whistle (Fox 40)	Both campuses	83	Used by guards
16.	Megaphone	Both Campuses	Total: 07 Main 04 City 03	Addressing public gatherings at student events
17.	Metal Detector	Both Campuses	Total: 06 Main 03 City03	For use at mega-events.

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Sr. #	Weapon / Equipment	To be carried by	Qty	Remarks
18.	Hazmat Equipment Face mask, Gloves, shield	Both campuses	Total: 70 Main 45 City 25	<ul style="list-style-type: none"> • Face masks should be replaced when they become unserviceable. • Gloves should be replaced when they become unserviceable
19.	Hazmat Equipment 450 GSM protection suit	Both campuses	Total: 20 Main 12 City 08	<ul style="list-style-type: none"> • The suit should be replaced every 15 days or when. Become unserviceable
20.	Handheld Traffic Control Light	Both campuses	Total: 08 Main 04 City 04	<ul style="list-style-type: none"> • For Traffic clearing in mega-events.

B. Preferred Standards for Security Personnel:

a. Armed Security Guard (Ex-Commandos):

- 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 conduct sheet.
- ix. Should be able to communicate in Urdu.
- x. Age should not be more than 55 years.
- xi. Experience of serving in an educational institution or similar place will be preferred.

b. Campus Security Supervisor:

- i. Experience from the Armed Forces of Pakistan or civil armed forces should be a minimum of 5 years.
- ii. Educational qualification minimum matriculate or above.
- iii. Should be able to communicate in Urdu.
- iv. Medically / physically fit with medical Category "A".
- v. Preferably from fighting arms like Infantry or Navy Marines with clean conduct sheet.
- vi. Age not more than 55 years.
- vii. Relevant Experience of serving in an educational institution or in any reputed organization must be 5 years.
- viii. Certifications in fire and fighting will be preferred.
- ix. Should be able to communicate with law enforcement agencies.

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- x. Excellent knowledge of security protocols and procedures.
- xi. Excellent management and supervisory skills.
- xii. Should be able to provide training on security policies.
- xiii. Should be aware of the weapons handling.
- xiv. Should have experience of event management, parking, VVIP protocols.
- xv. Should be aware of the close circuit television operating & monitoring.

c. Assistant Security Supervisor:

- i. Experience from Armed forces of Pakistan or civil armed forces should be minimum 3 to 5 years.
- ii. Educational qualification minimum matriculate or above.
- iii. Should be able to communicate in Urdu.
- iv. Medically / physically fit with medical Category "A".
- v. Preferably from fighting arms like Infantry or Navy Marines with clean conduct sheet.
- vi. Age not more than 55 years.
- vii. Relevant Experience of serving in an educational institution or in any reputed organization must be 2 years.

d. Armed Security Guard (Ex-Serviceman):

- i. Retired Sepoy or L/Naik or equivalent rank from Armed forces of Pakistan or civil armed forces.
- ii. Educational qualification minimum Matriculate.
- iii. Should be able to communicate in Urdu.
- iv. Medically / physically fit with medical Category "A".
- v. Preferably from fighting arms like Infantry or Navy Marines with clean conduct sheet.
- vi. Age not more than 55 years.
- vii. Experience of serving in an educational institution or similar place will be preferred.
- viii. There should be no criminal record/Firs.

e. Armed Security Guard (Trained 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 55 years.
- viii. Experience of serving in an educational institution or similar place will be preferred.

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f. Unarmed Security Guard (Trained Civilian):

- i. Educational qualification should be minimum Matriculate.
- ii. Preferably from fighting arms like Infantry or Navy Marines with a clean conduct sheet.
- iii. Relevant experience of 1 year must be in any reputed organization.
- iv. Medically / physically fit with medical Category "A".
- v. Should be aware of weapons.
- vi. There should be no criminal record/Firs.
- vii. Should be able to communicate in Urdu.
- viii. Age not more than 55 years.
- ix. Experience of serving in an educational institution or similar place will be preferred.

g. Lady Searcher

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

C. Operational Requirements

- i. The Security Agency / Firm will be responsible for security clearance and character verification of the Security Guard posted to IBA from the Police, APSAA & NADRA.
- ii. The Security Agency/Firm will be responsible for providing attested photocopies of arms/ammunition valid license along with an authority letter for carrying same by their security guards while performing duty at IBA Karachi.
- iii. During duty hours, Security Personnel/ Guards must wear proper and complete uniforms with their Agency / Firm identity card. They are to have a Photocopy of C.N.I.C.
- iv. The Security Agency / Firm ensures that Security Guards must be a Pakistani National, and have valid CNIC.
- v. Security Agency / Firm to ensure that their Security Personnel/ Guard(s) is not involved in any criminal, terrorist, racial, religious, or sectarian activities. Politically motivated individuals also avoid being deployed. All deployed security guards must be disciplined and law-abiding nationals of Pakistan with clean conduct sheets.
- vi. The IBA reserves the right to remove any or all Security Staff / Guard(s) if found involved in any criminal/ undesired activity or create harassment or disturbance among staff and students etc.

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- vii. In case of complaint, the security Agency / Firm will be responsible for replacing/removing Security Guards/ Personnel at their own expense without delay. If the guard reports late by more than half an hour, a half-day salary will be deducted from the Agency / Firm amount. In case of re-deployment of guards on overtime from the same location or any other location equivalent to half day salary will be deducted from the Agency / Firm amount.
- viii. The security personnel / Guards must be of good health, physically fit sound mind and mature in judgment. Preferably in the age bracket of 30 years to 45 years.
- ix. Preference will be given to those guards who possess armed forces or law enforcement department background and have already served in educational institutions.
- x. If any theft damage or loss occurred at the duty place of the Security Guard, the Agency / Firm will be responsible for making payment equivalent to the cost of the damaged item/ theft property etc.
- xi. Security Agency / Firm allows IBA security to use their wireless frequency within IBA (City and Main Campuses) premises without charging an additional amount.
- xii. The Security Agency / Firm would provide extra guards/Lady Searchers as and when required on the same terms and conditions/ rates (per day) as fixed in the contract agreement (equivalent to one-day duty).
- xiv. Security Agency / Firm would provide serviceable weapons to their security
- xv. Periodical inspection of weapons/equipment is to be arranged/ensured by the Agency / Firm through a qualified technician. No faulty/defective weapon/ ammunition is to be given to the deployed security guard.
- xvi. Agency / Firm to ensure regular day & night checks of deployed security guards at all locations by Agency / Firm checkers and deployment supervisor. Proper logbook to be maintained by the Agency / Firm at all locations of duty at IBA.
- xvii. The Operation Manager of the Security Agency / Firm must visit IBA Main and City Campuses once in two times to discuss all issues related to the attendance, discipline, performance etc of Security Guards with respective campus Security Coordinators.
- xviii. The agency / Firm would deploy a mixed cluster of people, they should not be of the same cast area or sect. Ethnic/ area proportion in the strength of deployed guards is to be ensured.
- xix. In case of poor turnout, provision of untrained guards, faulty equipment, and weapons etc, IBA has the right to deduct the amount equivalent to one day's pay of guard for each observation from the monthly bill of the Agency / Firm.
- xx. Guards will maintain their turnout, they will be properly dressed, and trim the moustaches and beards, not keep long hair, wear black shoes of proper pattern. The agency / Firm will issue new uniform items to their guards. The agency / Firm will be responsible for providing whistle (Fox 40), Rechargeable Torch (Waterproof and heavy-duty), raincoats/winter wear to the guards as required.

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- xxi. Medically / physically fit, guards to be employed who can speak and write Urdu language and read the Urdu newspaper.
- xxii. Guards once provided should not be changed for at least stay for 3 months until & unless asked by the IBA to change him or in case of emergency / ill health – when a substitute guard of identical qualifications is to be provided. Such instances are to be far and few.

D. Training of Security Staff

To maintain and enhance the quality of service, the Security Service Provider will provide training to security guards deployed at IBA at its own cost on the following subjects:

- i. Corporate Security
- ii. Firefighting and rescue
- iii. Firing at ranges (At least twice a year)

E. Guard Dress & Equipment's Requirement

- i. 2x T-shirts with company monogram will be given on 1st May (for the summer season).
- ii. 1x Shirt with company monogram will be given on 1st Nov (for the winter season).
- iii. 1x New winter jackets with company monogram will be given on 1st Oct of every year (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. Raincoat
- x. Ammunition pouch.
- xi. Pistol pouch (black) for guards carrying pistols.
- xii. Sling for guards carrying repeater, SMG, rifle.
- xiii. Web belt.
- xiv. Flashlight (Black / grey) for night duty. The provision of the battery will be the responsibility of the Security Company.
- xv. Binoculars (For SSG guards only)
- xvi. Handheld wireless communicator set.
- xvii. For Special requirements, guards will wear a Shalwar Qameez (Black/Blue) with Peshawari Chappal(sandal), Belt, Cap and Company's Monogram.
- xviii. Hazmat Equipment, Face mask, Gloves, shield, 450 GSM protection suit

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F. Wireless Communication

- i. The Security Company will establish a wireless communication network in both campuses, boys hostel & staff town using their obtained frequency from PTA.
- ii. The Security Company will provide handheld sets to every guard on duty.
- iii. The Security Company will arrange chargers, and spare batteries and will ensure that the wireless link is up 24/7.
- iv. The Security Company will install a base station with a long-range antenna. The base station should be able to communicate with the main campus, staff town & hostels (Boys Hostel & Girls Hostel).

G. Guards Leave with Reliever

There will be four (4) monthly and twelve (12) annual leaves allowed for each security guard. However "The Service Provider" will provide a reliever for each guard without extra cost to IBA.

H. Guards Deployment Modus Operandi

- i. Before posting a new guard, a brief profile should be emailed to the IBA security office and the guard to be present for the security manager's / security executive's interview. No guard will be posted to IBA without proper training by the Agency / Firm. The agency / Firm will issue a certificate with deployment orders to IBA Karachi that posted guards have been thoroughly screened properly trained and groomed by the security Agency / Firm.
- ii. Guards/staff deployed at IBA should not have any blood relationship e.g. son, daughter, nephew, niece, father, or mother with IBA staff or their family / third party staff or their family.
- iii. Duty will be divided into three shifts comprising 8 hours each. However, extra duty timings/hours, if any performed by the security staff will be adjusted by overtime. No leave will be admissible to security Agency / Firm security staff/guards during the period of their deployment.
- iv. In case a guard is deployed on overtime, the total cost of overtime will be paid to the security guard and the company will not deduct any service or other charges from the guard.
- v. The Security Guard will report for duty 15 minutes before the start of duty time, Guards coming late by 15 minutes, will be marked absent; the Agency / Firm will arrange a reliever within the next 30 minutes at their own expense. If the reliever does not arrive on location, IBA has the right to fine the Agency / Firm equivalent to one day's salary of the guard in addition to his actual one-day salary.
- vi. For swift deployment, the Agency / Firm would use its transport with the view to ensure that no location is left unattended.
- vii. Security staff deployed in IBA Staff Town / Girls Hostels are required to be more mature, carefully chosen, preferably retired from the Armed Forces and should be in the middle age bracket, in the age bracket of 40 to 55 years.

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- viii. Guards to be directed during night duty not to remove their uniforms/ shoes and switch off the lights of the sentry post/ guardroom. Any guard found sleeping while on duty will be marked absent.
- ix. Agency / Firm checker must check guards randomly, especially during the night and endorse his remarks in the guard duty checking register & IBA security office logbook.
- x. Agency / Firm will provide Torches with cell / rechargeable torches to night guards and whistles to all guards on their expenditure, guards those not carrying weapons to have Kotak / stick.
- xi. The service provider will also provide Ex-Commandos, Lady Guard / Searcher, CCTV Operator, Supervisor Boys Hostel & CCTV Technician as per laid down qualifications.
- xii. IBA Karachi may ask service providers to deploy their security guards anywhere in Karachi on its premises or detail its guards with IBA Transport when IBA students, faculty, staff etc proceed on any IBA activity/event in the premises of Karachi.
- xiii. That upon the termination of this agreement the service provider shall be permitted to remove all its devices and equipment which may have been placed by it at the premises from time to time.

I. Administrative Requirements

- i. The agency / Firm would ensure that the guard will not engage/disturb IBA management for their personal or administrative issues; the Agency / Firm must pay their dues by the 5th of each month.
- ii. The agency / Firm shall ensure to fill up the gaps or cover absentee, in normal circumstances, Security Personnel shall not be adjusted from other locations outside IBA. Instead, fresh Security Personnel shall be deployed on duty in such circumstances.
- iii. Guards are entitled to leave on a gazette holiday or will perform overtime as per the requirement.

J. Discipline of Security Staff & Guards

- i. As per IBA Karachi Rules & Regulations and Policy on Discipline.
- ii. In the event of any incident of Security Lapse the agency/firm will provide all assistance in the investigation of the incident and will be obliged to penalize their guard/security person if found guilty.
- iii. The service provider is an independent and all services rendered under this contract are to be performed as such, it is understood that the direction and manner of the performance services of the service provider. Also, the service provider's employees shall be solely within the control of the security provider.
- iv. The service provider shall be solely responsible for payment to its employees' wages, salaries and taxes within the due date through banking channel.
- v. The Personnel provided by the Service Provider to perform Security Services for IBA shall not have a direct employment contract/agreement with IBA. The Security Personnel shall remain be the employees of the "Service Provider" and the Security Personnel shall not form any union, association, society or any organization against or in relation to IBA.

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K. Life Insurance / Compliance of Government Labor Policies

- i. The security Agency / Firm shall affect and maintain during the period of this agreement a policy or policies of public liability insurance to cover its Guards / Security Staff for death on duty in an amount not less than Rs. 400,000.00 (Rupees Four Hundred Thousand Only) and indemnity/compensation for an amount of Rs. 200,000.00 (Rupees One hundred fifty thousand only) for any injury to person or damage to property due to negligence of security guard.
- ii. Security Agency / Firm shall ensure compliance of all laws, rules & regulations in respect of labor matters and/or any other laws and labor laws which are applicable to the "Service Provider."
- iii. No security staff / guards under 20 years of age shall be deployed at IBA Karachi.
- iv. Only Pakistani national with valid CNIC. Medically / physically fit Security staff / Guards shall employ in IBA Karachi.
- v. Security Personnel deputed at IBA Karachi by Service Provider must be insured by Employees Old Age Benefits (EOBI) under Rules 1976.
- vi. EOBI registration card to be provided to every deployed guard at IBA within 45 days of signing of this contract.
- vii. Security agency shall provide paid challan of EOBI & SESSI on every quarter, failure to provide the required document would lead to the penalty equivalent to 2% of monthly contract amount.
- viii. Security Personnel deployed at IBA, Karachi by Service Provider must be registered by Sindh Employee's Social Security Institution.
- ix. Security Personnel deployed at IBA, Karachi by Service Provider must be cleared / certified by APSSA.

L. Medical Coverage

Medical coverage, where applicable for the staff & spouse (Hospitalization only) up to Rs 200,000/- per person per year (total cover) should be provided during the contract period through Medical Insurance Company. Accidental, maternity & Covid 19 must be covered.

M. Mobile Phone Allowance

The personnel of categories (A4, B5 & B6) shall be provided monthly reasonable Mobile phone allowance in their monthly salary.

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7. Bidder Qualification Criteria

Only those bidders can apply in this tender who meet the criteria. Please attach supporting documents/evidence of your claim(s)

S. No	Description	Yes	No
1.1	Minimum 05 years of relevant experience in multinational organizations/hospitals/universities with no dissatisfactory performance (testimonial from the organization).		
1.2	Last 3 years' annual turnover with a minimum 80 million (per year) on average as Audited Financial Statement and Annual Return.		
1.3	Sales tax registration certificate both FBR and SRB and NTN certificates at the time of submission of bidding document.		
1.4	Have at least three running contracts (of at least 20 guards) in renowned organizations (out of which at least one at multinational organizations/hospitals/ universities) at the time of bidding		
1.5	Detail of Qualification of Key Professionals with Designation and Experience		
1.6	Valid license to operate in Sindh Province		
1.7	NOC issued by Sindh Government		
1.8	Registration with SECP		
1.9	Registered with APSAA		
1.10	Registration with Social Security		

Note: Must provide supporting documentation for evaluation. IBA 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, IBA reserves the right to remove/reject the bidder.

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8. Technical Evaluation Criteria

- a) *Maximum marks for Technical Proposal: 100*
- b) *The minimum qualifying percentage is 70%.*
- c) *Applicants who secured less than 70% will be categorically disqualified for further process.*
- d) *The Financial Proposal of those bidders will be opened who will secure a minimum 70% marks in the technical proposal.*
- e) *Each Technical Proposal will be evaluated according to the Criteria given below:*

A. **Details of weapons & equipment held by the Agency (Max: 12 Marks):**

(Attach documentary proof in the shape of a License/permit photocopy with the Firearm number visible)

Sr. #	Description	Marks Distribution	Max Marks	Obtained
A.1	Pistols/ (30 bore or 9 mm semi-automatic):		2	
	○ 150 or more	2		
	○ Less than 150	1		
	○ Less than 50	0		
A.2	Magazine Shotguns (12 bore)		2	
	○ 150 or more	2		
	○ Less than 150	1		
	○ Less than 50	0		
A.3	SMG (Chinese 56) or Russian AK47 (7.62 caliber)		2	
	○ 25 or more	2		
	○ Less than 25	1		
	○ Nil	0		
A.4	Explosive Detector		2	
	○ 5 or more	2		
	○ Less than 5	1		
	○ Nil	0		
A.5	Metal Detector		1.5	
	○ 25 or more	1.5		
	○ Less than 25	1		
	○ Nil	0		
A.6	Walk Through gates		1.5	
	○ 5 or more	1.5		
	○ Less than 5	1		
	○ Nil	0		
A.7	Under Vehicle Scanner/ Mirror		1	
	○ 25 or more	1		
	○ Less than 25	0		

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B. Details of Communication / Control Mechanism (Max: 10 Marks):

(Attach documentary proof in the shape of a license / permit photocopy with the serial number visible)

Sr #	Description	Marks Distribution	Max Marks	Obtained
B.1	Wireless Frequency acquired by PTA under License No: _____ Renewed up to: _____ (Provide photocopy) <ul style="list-style-type: none"> ○ Valid ○ Required Renewal ○ No renewal 	 2.5 1.5 0	2.5	
B.2	Agency / Firm operating its Control Room/ Quick Response Center <ul style="list-style-type: none"> ○ Within 10 kms of IBA campus ○ Within 20 kms of IBA campus ○ Within 30 kms of IBA campus ○ Nil (Provide details)	 2.5 1.5 1 0	2.5	
B.3	Wireless set/ handheld communication devices available with the firm <ul style="list-style-type: none"> ○ 30 or more ○ Equal or More than 15 ○ less than 15 	 2.5 1.5 0	2.5	
B.4	Guard control room system / vehicle availability by the firm <ul style="list-style-type: none"> ○ Will maintain at IBA premises ○ Outside IBA premises (Provide details)	 2.5 1	2.5	

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C. Detail Of Agency / Firm Owned Transport (Max: 12 Marks):
 (Provide registration details)

Sr #	Description	Marks Distribution	Max Marks	Obtained
C.1	Administrative vehicle: <ul style="list-style-type: none"> ○ 10 or more ○ Less than 10 ○ Nil 	3 2 0	3	
C.2	Operational vehicles (fitted with wireless): <ul style="list-style-type: none"> ○ 15 or more ○ Less than 15 ○ Nil 	3 2 0	3	
C.3	Special vehicle (bullet proof B6 or B8): <ul style="list-style-type: none"> ○ 2 or more ○ Less than 2 ○ Nil 	3 1.5 0	3	
C.4	Motor Bikes: <ul style="list-style-type: none"> ○ 25 or more ○ Less than 25 ○ Nil 	3 1 0	3	

D. Training Facility (Max: 10 Marks):

Sr #	Description	Marks Distribution	Max Marks	Obtained
D.1	Agency / Firm holding its training centre for grooming & training of security guards: <ul style="list-style-type: none"> ○ Training center in Karachi ○ Training center outside Karachi but in Sindh province ○ Outside Sindh province (Provide details)	5 2.5 1	5	
D.2	No of guards trained by APSAA training school in 2023-2024 (attach certificate copy) <ul style="list-style-type: none"> ○ Equal or More than 100 ○ Equal or More than 60 ○ Less than 60 	5 2.5 1	5	

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E. Details of Security Operation Province Wise (Max: 10 Marks):

Sr #	Province/Name/Location of organization where guards are deployed.			
	Location (5 Marks)	Marks	Marks obtained	Number of Guards/ Locations/Organizations where deployed including contact number of Manager Security/Admin
E.1	Sindh		5	
	100 or More	5		
	Less than 100	2.5		
	Equal or Less than 50	1		
E.2	Punjab		1	
	10 or More	1		
	Less than 10	0.5		
	Equal or Less than 5	0		
E.3	KPK		1	
	10 or More	1		
	Less than 10	0.5		
	Equal or Less than 5	0		
E.4	Baluchistan		1	
	10 or More	1		
	Less than 10	0.5		
	Equal or Less than 5	0		
E.5	Azad Kashmir		1	
	10 or More	1		
	Less than 10	0.5		
	Equal or Less than 5	0		
E.6	Gilgit Baltistan		1	
	10 or More	1		
	Less than 10	0.5		
	Equal or Less than 5	0		
	Total Marks Obtained			

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F. Professional Security Staff on Agency / Firm Payroll (Max: 16 Marks):

Sr #	Description	Marks Distribution	Max Marks	Obtained
F.1	Commissioned Officers from the armed forces <input type="radio"/> Equal or more than 5 <input type="radio"/> Less than 5	3 1.5	3	
F.2	JCOs (Naib Subedar/ subedar) <input type="radio"/> Equal or More than 5 <input type="radio"/> Less than 5	3 1.5	3	
F.3	NCOs (Naik/ Havaldar) <input type="radio"/> Equal or More than 5 <input type="radio"/> Less than 5	3 1.5	3	
F.4	Police & Rangers persons etc <input type="radio"/> Equal or More than 5 <input type="radio"/> Less than 5	3 1.5	3	
F.5	Civilians <input type="radio"/> Equal or More than 5 <input type="radio"/> Less than 5	1 0.5	1	
F.6	SSG Guards (Trained from SSG Training center Cherat) <input type="radio"/> Equal or More than 10 <input type="radio"/> Less than 10	3 1	3	

G. IT Based Environments & ISO Certification (Max: 10 Marks):

S#	Description	Marks Distribution	Max Marks	Obtained
G.1	Is Agency / Firm maintaining its record through ERP: <input type="radio"/> Yes <input type="radio"/> No <i>(If yes, provide details/certificates)</i>	4 0	10	
G.2	Is Agency / Firm standardization towards security services certified through ISO? <input type="radio"/> Yes <input type="radio"/> No <i>(If yes, provide details along with the authority)</i>	6 0		

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H. Detail of Top Ten (10) National / Multinational Organizations where Agency / Firm presently providing Security Services (Max: 10 Marks):

S#	Description	Marks Distribution		Max Marks	Obtained	
H.1	Number of Organization <input type="radio"/> 10 Organization <input type="radio"/> Less than 10 Organization <input type="radio"/> No <i>(Provide details/certificates)</i>	10	5	0	10	
	Name of National / Multinational Organization	Locations	No of Guards	From	To	Remarks / Nature of Security Service
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

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I. Details of Top Ten (10) Reputable Educational Institutions where Agency / Firm presently providing Security Services: (Max: 10 Marks)

S#	Description	Marks Distribution		Max Marks	Obtained	
I.1	Number of Organization <input type="radio"/> 10 Organization <input type="radio"/> Less than 10 Organization <input type="radio"/> No <i>(Provide details/certificates)</i>	10	5	0	10	
	Name of National / multinational Organization	Locations	No of Guards	From	To	Remarks / Nature of Security Service
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

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It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s _____

Contact Person _____

Address _____

Tel # _____ Fax _____

Mobile _____ Email _____

Stamp & Signature

9. General Condition of Contract

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

BETWEEN

M/s Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Road, Karachi, hereinafter called and referred to as “IBA” (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 SERVICE PROVIDER” (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.

WITNESS

“IBA” hereby offer to appoint M/s as their official Services Provider for the specific purpose of “Security Services” in respect of the same with “IBA” before the determination of the scope of services on a suitable scale with any/all other relevant details for presentation to “IBA” for services of Security Services. “THE SERVICE PROVIDER” hereby agrees to the offer of the “IBA” in acceptance of the terms & conditions herein below forth.

WHEREAS

“The IBA intends to obtain security services to protect its premises, property, personnel, students & residents, etc. whenever & wherever the security services (hereinafter the “Security Services”) required wherever including at the specified locations of IBA, i.e. Main Campus, City Campus, Boys’ Hostels, Girls’ Hostels, Staff Town, North Nazimabad plot etc. The identified location(s) can be withdrawn or might be added at the discretion of the IBA.

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

Article I

DUTIES & SCOPE OF AGREEMENT

1.1 “THE SERVICE PROVIDER” will provide security services as per IBA requirements at the following workplaces:

1. Main Campus, IBA
2. City Campus, IBA

1.2 THE SERVICE PROVIDER will be responsible for providing security services at the desired locations, as per the direction, supervision, and approval by IBA.

1.3 THE SERVICE PROVIDER” hereby agree and acknowledge for the periodic supervision of the services and to check the execution of services in accordance with the BoQ vide Tender # SS/02/24-25.

1.4 “THE SERVICE PROVIDER” hereby agree to attend the meetings with the “IBA” as & when required.

1.5 Staff deputed at IBA shall be interviewed by the IBA management prior to their deputation at IBA.

1.6 Agreed commission rate will not be revised during the agreement period.

1.7 IBA has the right to increase or decrease the quantity, and the service provider is bound to provide without any change in commission percentage.

1.8 IBA 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 of both the parties i.e. vendor and vendee on same terms & conditions.

Article III

Bidding Procedure

Single stage Two envelope procedure comprising one single envelope containing two separately sealed envelopes, one having Financial Bid / Proposal and other sealed envelope containing Technical Proposal. Financial proposals of only technically qualified bidders will be presented in the presence of participants at the given time.

Article IV

Terms & Conditions

- I. Security Company to **quote separate rates as per the categories mentioned in the document.**
- II. 5% Security Deposit of the total cost of services (including SST) for 12 months will be deposited to the IBA within seven days of signing of the agreement with IBA of the selected agency / firm.
- III. 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 services bill to Security Office IBA Karachi Main campus between 07th to 10th of each month for previous month. After scrutiny of bill by security office, same will be forwarded to IBA Finance Office for payment.

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- IV. All applicable tax (es) will be borne by the Service Provider. The firm should be registered with the Income Tax Department.
- V. No sub-letting/ sub-contracting of services in any form is allowed.
- VI. Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
- VII. The Firm / Agency / Firm must provide Clearance/ Registration certificate from relevant authorities i.e. Provincial / Federal / Home Department and Interior Ministries, APSAA etc.
- VIII. Breakdown of emoluments (Charging for one guard from IBA) must be given to IBA by Security Agency / Firm to ensure that guards are given declared amount of pay.
- IX. Biometric attendance is a mandatory requirement to reflect attendance against each staff deputed at IBA.
- X. 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 IBA.
- XI. All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination.
- XII. The attendance would be closed at end of every month to process the salaries/fees for the current month by 10th. The attendance will be verified by the IBA representative, through email for further processing. The attendance cycle will be on a monthly basis.
- XIII. Salaries of the personnel provided to IBA will be paid by the service provider through direct bank transfer/account payee cheque by 5th of each month positively. IBA Karachi reserves the right to **deduct 2.5% of the monthly bill as penalty** if security personnel are not paid by the 5th of each month.
- XIV. The Service Provider will raise an invoice by the end of every month separately according to the attendance and shall clear the invoice within 30 days of receipt of the invoice.
- XV. Overtime (where applicable) to employees will be given at mutually agreed rates, that will be derived from the number of working hours.
- XVI. The salary structure, emoluments paid to the Security Personnel contacted to IBA, Karachi – should be consonant with prevalent Government policies.
- XVII. IBA may hire/rental security equipment by / through the "Security Service Provider" & charges would be paid duly approved by the authority, on submission of quotation(s) / bill(s) / invoice(s).
- XVIII. 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.
- XIX. 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.

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Article V

Indemnification

- i. The "Service Provider" shall indemnify and hold the IBA harmless from, against and in respect of any losses, costs, liabilities, or damages resulting from any misrepresentation, omission, breach of warranty that the "Security Service Provider" may have given in or under this Agreement, and also against any suit, action, proceeding or demand brought by any third party, including any governmental authority, in connection with this Agreement.
- ii. Further, IBA shall not have any liability of any unauthorized act or omission by any of the Security Personnel and for the sake of brevity it is hereby acknowledged between the Parties that this Agreement shall not constitute any agency and/or partnership relationship between IBA and the Security Personnel/" Security Service Provider.

Article VI

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 Executive Director IBA, Karachi, 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 VII

Termination:

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

Article VIII

Indemnity:

"THE 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 "THE SERVICE PROVIDER", as a result of any defect in the title of IBA 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 "IBA" and any person claiming through the IBA.

Article IX

Notice:

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

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Article X

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 XI

Renewal

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

Article XII

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:

- (a) Its intention not to obtain the procurement 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).
- (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 IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The company/firm/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 IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, company/firm/agency agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the 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 IBA.

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Article XIII

Force Majure:

Service Provider shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of SERVICE PROVIDER and which could not have been foreseen, prevented, or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article XIV

Payment Terms:

1. Payment will made on monthly basis after receipt of Invoice and submission of attendance record (through biometric attendance machine) and satisfactory service advice.
2. Payments by IBA shall be made subject to Withholding Tax and other Government levies, in accordance with law.

Article XVI

Miscellaneous:

- (a) 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 "IBA". After FINAL WORKS if any alteration(s), arise charges will be paid on mutually agreed upon.
- (b) Competent Authority reserves the right to change / alter / remove any item or reduce /
- (c) enhance quantity without assigning any reason.
- (d) The terms and conditions of the AGREEMENT have been read over to the parties which admit being correct and abide by the same.
- (e) All terms & conditions mentioned in the bidding document will be an integral part of this agreement and can't be revoked.
- (f) 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.
- (g) This agreement is effective from _____ up to _____

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