

TENDER DOCUMENT

FOR

Provision of Security Services for SMEDA Balochistan Office 2026-28

(National Competitive Bidding)



Small & Medium Enterprises Development Authority (SMEDA)

Tender No.: SMEDA/OM-RO-BAL/023

Issued on December 18, 2025

SECTION I: INVITATION TO e-BIDS
Tender No.: SMEDA/OM-RO-BAL /023

1. SMEDA invites electronic bids from eligible Bidders, registered with Income Tax and Sales Tax Department for provision of Security Services for its Balochistan Regional Office in Quetta.
2. E-Bidding documents, as per regulations, containing detailed terms & conditions, and requirements etc. are available for registered bidders on E-Pak Acquisition & Disposal System (EPADS) at www.eprocure.gov.pk, www.smeda.org.pk and www.ppra.gov.pk.
3. The electronic bids must be submitted by using EPADS on or before 02:00 PM, January 05, 2026. Electronic bids will be opened on the same day at 02:30 PM on www.eprocure.gov.pk.
4. Single Stage One Envelop (SSOE) Method of Procurement in terms of Clause 36(a) will be used in line with the Public Procurement Rules, 2004, Regulations and Instructions issued by the Authority (from time to time).
5. All Bids must be accompanied by a Bid Securing Declaration on the prescribed format.
6. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on EPADS at (www.eprocure.gov.pk), procuring agency's website (www.smeda.org) and on Authority's website at (www.ppra.org.pk).

General Manager - Outsourcing Management Division
(Procuring Division: Regional Operations)
Small and Medium Enterprises Development Authority (SMEDA)
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SECTION II: INSTRUCTION TO BIDDERS (ITB)

A. Introduction

- 1. Scope of Bids**
 - 1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids for the provision of Security Services as specified in the BDS and in **Section IV – Eligibility & Technical Evaluation Criteria**. Single Stage One Envelop (*SSOE*) procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.
- 2. Source of Funds**
 - 2.1 The funds will be allocated, annually, in current budget estimates approved for said financial year.
- 3. Eligible Bidders**
 - 3.1
 - 1) A company/firm is eligible to participate in a procurement process if the company/firm:
 - (a) possesses or has access to the technical competence, financial resources, equipment, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;
 - (b) has the legal capacity to enter into a procurement contract;
 - (c) is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;
 - (d) is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);
 - (e) has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes for the time being in force
 - (f) its owners, directors or officers have not, been convicted of a criminal offence related to:
 - (i) its professional conduct; or
 - (ii) a company, its key individuals such as owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three

years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan.

(2) The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is eligible in accordance with the criteria in sub-clause (1).

(3) A procuring agency shall set out in the bidding document all the criteria for eligibility to be applied in accordance with sub-clause (1).

(4) Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

- (a) discriminates against or among a bidder or against categories of bidders; or
- (b) is not required for the performance of the procurement contract; or
- (c) is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

(5) A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

(6) In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member, who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

(7) The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

(8) Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture.

B. Bidding Documents

4. Contents of Standard Bidding Document

4.1 The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** includes:

Section I - Invitation to Bid

Section II - Instructions to Bidders (ITB)

Section III - Bids Data Sheet (BDS)

Section IV - Eligibility & Technical Evaluation Criteria

Section V - Scope of Work & Terms of Reference (ToRs)

Section VI - Bidding Forms

Section VII - General Conditions of Contract (GCC)

Section VIII - Special Conditions of Contract (SCC)

Section IX - Contract Forms

4.2 The Bidder is expected to examine all instructions, requirements, forms, terms and conditions in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

5. Clarifications

5.1 Clarifications of the bidding documents may be requested in writing through EPADS by any bidder up to five (05) days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly through EPADS to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously, through EPADS, to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that does not change the substance of the bid, through EPADS.

- 5.2 Procuring Agency's response will be uploaded on the EPADS, including a description of the inquiry.
- 5.3 Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 6**.
- 5.4 To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
- No change in the prices or substance of the bid shall be sought, offered, or permitted.
- The alteration or modification in the bid, which in any way affects the following parameters will be considered as a change in the substance of a bid:
- a) eligibility criteria;
 - b) required scope of work;
 - c) all securities requirements;
 - d) tax requirements;
 - e) terms and conditions of bidding documents; and
 - f) change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

6. Amendment of Bidding documents

- 6.1 Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify the bidding documents by issuing addendum.
- 6.2 Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to ITB 6.1 shall be uploaded on EPADS as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:
- a. Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.
- 6.3 To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

- a. Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

7. Documents Constituting the Bids

7.1 The bids prepared by the bidders shall constitute the following components: -

- a) Forms of bid and Bid Prices completed in accordance with **ITB 10 and 11;**
- b) Documentary evidence established in accordance with **ITB 8** that services to be provided by the bidder are eligible services, and conform to the bidding documents;
- c) Documentary evidence established in accordance with **ITB 9** that the bidder is eligible and/or qualified for the subject bidding process;
- d) Documentary evidence established in accordance with **ITB 9.3** that the bidder has been authorized to provide the services;
- e) Bids Securing Declaration furnished in accordance with **ITB 14;** and
- f) Any other document required in the **BDS.**

8. Documents Establishing Eligibility of the Services and Conformity to bidding documents.

8.1 To establish the conformity of the provision of Security Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

8.2 Standards for the provision of the Security Services are intended to be descriptive only and not restrictive.

- 9. Documents Establishing Eligibility of the Bidder**
- 9.1 Pursuant to **ITB 8**, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process to perform the contract if its bid is accepted.
- 9.2 The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid.
- 9.3 The documentary evidence of the bidder's eligibility to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency.
- 10. Form of Bid**
- 10.1 The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
- 11. Bids Prices**
- 11.1 The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.
- 11.2 All items in the Schedule of Requirements (if any) must be listed and priced in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.
- 11.3 The Bid price to be quoted in the Forms of Bid in accordance with **ITB 10** shall be the total price of the bid, excluding any discounts offered.
- 11.4 The bidder shall indicate on the appropriate Price Schedule, total bid price of the services it proposes to provide under the contract.
- 12. Bids Currencies**
- 12.1 The bid shall be quoted in Pakistani Rupees.
- 13. Bid Validity Period**
- 13.1 Bid(s) shall remain valid for the period specified in the **BDS** after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring

Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e., the expiry period of bid securing declaration.

14. Bid Security or Bid Securing Declaration

- 14.1 Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration in the format provided in **Section V** in Bid Forms. The scanned copy the Bid Security shall be uploaded in the EPADS while submitting bid.
- 14.2 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the committed amounts forfeiture, pursuant to **ITB 14.5**
- 14.3 The Bid Securing Declaration shall be executed by the Procuring Agency in case any of the conditions listed in **14.5** are invoked.
- 14.4 The Bid Security may be forfeited or the Bid Securing Declaration executed:
 - a) if a bidder:
 - i) withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the

bidder in the Forms of Bid, except as provided for in the ITBs;

or

ii) does not accept the correction of errors pursuant to **ITB 23**;

or

b) in the case of a successful bidder fails:

i) to sign the contract in accordance with **ITB 32**; or

ii) to furnish Performance Guarantee in accordance with **ITB 33**.

14.5 The bid securing declaration shall be valid for a period specified in **BDS**. Bids with shorter bid security/bid securing declaration validity period shall be rejected straight away.

15. Alternative Bids by Bidders

15.1 Alternatives will not be considered, unless specifically allowed for in the **BDS**.

16. Withdrawal, Substitution, and Modification of Bids

16.1 Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

17. Format and Signing of Bids

17.1 The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS.

17.2 Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

18. Submission of Bids through EPADS before Dead deadline

18.1 The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

18.2 The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

19. Opening of Bids

19.1 The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

19.2 The bids shall be opened one at a time, and the following are read out and recorded: (a) the name of the bidder; (c) the presence of a bid.

security, if required; and (d) any other details as the procuring agency may consider appropriate.

19.3 No bid will be rejected at the time of bid opening except for bids whose bid securing declaration has not been provided to the procuring agency before submission deadline.

19.4 The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

20. Confidentiality

20.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

20.2 Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

21. Preliminary Examination of Bids

21.1 Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

- a) meets the eligibility criteria defined in **ITB 3**;
- b) has been prepared as per the format and contents defined by the procuring agency in the bidding document;
- c) is accompanied by the required securities; and
- d) is substantially responsive to the requirements of the bidding document.

21.2 The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

21.3 If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

22. Examination of Terms and Conditions, Technical Evaluation

22.1 The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Section IV – Eligibility & Technical Evaluation Criteria**, prescribed in the bidding document have been met without material deviation or reservation.

22.2 If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21**, it shall reject the bids.

- 23. Correction of Errors**
- 23.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
- a) if there is a discrepancy between individual wage rate and the total price that is obtained by multiplying the same with total number of staff the individual wage rate shall prevail, and the total price shall be corrected,
 - b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- 23.2 The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14**.
- 24. Evaluation of Bids**
- 24.1 The procuring agency shall evaluate and compare only those bids determined to be substantially responsive, pursuant to **ITB 21**.
- 24.2 In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the eligibility criteria specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements. No other evaluation criteria or methodologies shall be permitted.

25. Determination of Most Advantageous Bids 25.1 Selection technique will be adopted for determining the most advantageous bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

26. Abnormally Low Financial Bids 26.1 Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency –

(a) requested in writing from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

(b) having taken account the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

F. Award of Contract

27. Criteria of Award 27.1 The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Most Advantageous Bidder.

28. Procuring Agency's Right to reject All Bids 28.1 The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s).

28.2 Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring

agency shall upon request communicate to any bidder the grounds for the rejection of his bid but is not required to justify those grounds.

29 Notification of Award

29.1 Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

29.2 Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

29.3 The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 32** and signing of the contract in accordance with **ITB 31**.

30 Signing of Contract

30.1 Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

31 Performance Guarantee

31.1 After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

31.2 Failure of the successful bidder to comply with the requirement of **ITB 31.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

- 32 Arbitration** 32.1 The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.
- 33 Corrupt & Fraudulent Practices** 33.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

- 34 Constitution of Grievance Redressal** 34.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization, on EPADS, to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
- 35 GRC Procedure** 35.1 Any aggrieved party or bidder as the case may be, may file grievance, on EPADS, in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Black listing/ Debarment.

- 36 Procedure for Black listing/Debarment** 36.1 The procuring agency may initiate black-listing proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-19 (3), 2021.

SECTION III: BIDS DATA SHEET (BDS)

The following specific data for the procurement of Security Services shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	<p>Name of Procuring Agency: Small & Medium Enterprises Development Authority (SMEDA)</p> <p>The subject of procurement is: Provision of Security Services for SMEDA's Office Balochistan</p> <p>Period for Provision of Services: 2 Years from the date of commencement of services</p> <p>Estimated Cost: Rs. 3.00 Million.</p> <p>Expected commencement date for Provision of Services: Promptly after notification of award and signing of the contract within given time</p>
2.	2.1	Financial year for the operations of the Procuring Agency: FY 2026-27 to 2028-29 as per identification number

B. Bidding documents

3.	5.1	The Bidders may seek clarifications through EPADS
4.	6.2	Any addendum, in case issued, shall be published on SMEDA. website www.smeda.org.pk and on EPADS.
5.	8.1	<p>Following documents shall be submitted along with bidding documents:</p> <ul style="list-style-type: none"> i Certificate of registration of firm/company issued by appropriate authority. ii Copy of valid license/registration from Ministry of Interior and Home Department, Government of the Baluchistan to operate in the Province of the Baluchistan. iii Copy of valid NTN, GST / PST Registration iv Proof of being on Active Taxpayer List (ATL) of FBR. v Undertaking on non-judicial stamp paper of minimum value of Rs.100/- to the effect that the firm/company has read and understood Blacklisting Policy of SMEDA 2023 and the firm/company is not debarred at any forum of public sector institution in Pakistan or blacklisted by the Authority.

		<p>vi Financial statement of at last three years representing average annual turnover of Rs. 1.00 million.</p> <p>vii Documentary evidence at least 5 clients in public sector/banks/private sector during last 5 years (award letter/completion certificates duly signed and stamped by relevant institutions must be attached)</p> <p>viii Bid Securing Declaration, on non-judicial stamp paper of minimum of Rs. One hundred (100) on prescribed format.</p>
C. Preparation of Bids		
6.	11.5	The price shall be fixed.
7.	12.1	Currency of the Bids shall be PKR
8.	13.1	The Bid Validity period shall be 120 days
9.	14.1	The Bid Securing Declaration shall be furnished on non-judicial stamp paper of minimum Rs.100
10.	14.6	The Bids securing Declaration shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 120 days. so the declaration shall be valid for 120+28 = 148 days.
11.	15.1	Alternative Bids to the requirements of the bidding documents will not be permitted.

C. Submission of Bids

12.	18.1	<p>Bid shall be submitted online on EPADS. Scanned copy of Bid Securing Declaration shall be uploaded on EPADS.</p> <p>The deadline for Bids submission is.</p> <p>a) Day: Monday b) Date: January 5, 2026 c) Time: 02:00 PM</p>
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D. Opening and Evaluation of Bids

13.	19.1	<p>The Bids opening shall take place, through EPADS at SMEDA 4th Floor, Building No. 3, Aiwan-e-Iqbal Complex Egerton Road, Lahore on:</p> <p>a) Day: Monday b) Date: January 5, 2026 c) Time: 2:30 PM</p>
14.	25 & 26.1	Bids shall be evaluated in accordance with the method and procedure prescribed under Section-IV of bidding document.
15.	30.1	Procuring agency may increase or decrease the total consideration of contract up to 15% of the amount specified in the bidding document

F. Award of Contract		
16.	27-31	<p>The Performance guarantee shall be 5 percent of the Contract Price.</p> <p>The Performance Guarantee shall be acceptable in the form of Bank Guarantee/Pay Order/Demand Draft in favor of SMEDA, guaranteed by any scheduled bank, declared as such on the website of SBP within a period of 14 days after the receipt of letter of acceptance. The successful bidder shall sign agreement as per Section XI within 14 days of signing of letter of acceptance. The cost of complying with this requirement shall be borne by the successful bidder.</p> <p>The successful bidder will be responsible for all taxes and duties in accordance with applicable laws.</p>
17.	32	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

18.	34	Grievance shall be submitted on the dedicated module of EPADS.
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SECTION IV: ELIGIBILITY & EVALUATION CRITERIA

a. Eligibility Criteria & Technical Evaluation

- i. A firm/company registered at appropriate forum is eligible to participate in this Tender proceeding.
- ii. Bidder shall have valid license/registration from Ministry of Interior and from Home Department, Government of the BALOCHISTAN to operate in the Province of BALOCHISTAN.
- iii. Bidder shall have valid NTN, GST / PST Registration
- iv. Must be on Active Taxpayer List (ATL) of Federal Board of Revenue (FBR).
- v. Bidder shall have minimum 3 years' experience of business establishment.
- vi. Undertaking on non-judicial stamp paper of minimum value of Rs.100/- to the effect that the firm/company has read and understood Blacklisting Policy of SMEDA 2023 and the firm/company is not debarred at any forum of public sector institution in Pakistan or blacklisted by the Authority.
- vii. Bidder shall have sound financial background and shall have Financial Statement/ Bank Statement / Income Tax Return of at last three years representing average annual turnover of Rs. 1.00 million.
- viii. The firm/company should have at least 5 clients in public sector / banking institutions / private sector during last 5 years.
- ix. Bid Securing Declaration, on non-judicial stamp paper of minimum value of Rs.100/- on prescribed format.
- x. Completely filled and signed bidding documents by the firm/company or its authorized representative.

Contract shall be awarded to the lowest evaluated bidder on Least Cost Basis.

b. Financial Evaluation:

- i. Financial evaluation shall be made on "Least Cost Basis" as compared amongst financial bids quoted by eligible bidders.
- ii. Minimum wages of security guards (inclusive of all taxes etc.) shall be as per minimum wage rates for the time being in force by the respective Provincial Government.

Cost Breakdown

Name of Firm/Company: _____

Address: _____

Phone No: _____ N.T.N No. _____

S.T. Registration No:- _____

Sr. No.	Description of items	No. of Guards	Lump sum Amount Including wages, taxes & all overheads Per Guard (PKR)	Total Amount Lump sum for Two Years (PKR)
1	Security Guard (Armed)	02		
GRAND TOTAL:				
Total Amount in Words:				

SECTION V: SCOPE OF WORK & TERMS OF REFERENCE (TORs)

Scope of Work

The firm/company shall provide security services for SMEDA's Regional Office Balochistan at the following location:

- House No. 394-C Samungli Housing Scheme, Samungli Road, Quetta
Tel: 081-283 1623, 283 1702, 283 1754

Key Deliverables

- i. Deployment of 02 trained and licensed security guards at SMEDA Regional Office Balochistan.
- ii. Control unauthorized access to the given location.
- iii. Check entry and exit of the personnel, if required screen/inspect visitors and their baggage.
- iv. Perform suppression and removal of invaders, demonstrators and unauthorized entrants.
- v. Ensure safety of procuring agency assets (moveable/immovable).
- vi. Safeguard the property against theft, damage and misuse. Damage shall include setting up of banners, posters, advertisements, graffiti etc. without Procuring Agency permission in the mentioned facilities.
- vii. Maintain log of all security violations and report occurrences to the Procuring Agency/Client as quickly as possible considering the nature of the violation.
- viii. The Service Provider shall patrol the premises from outside as required by procuring agency.
- ix. Perform monitoring and reporting of breach/breakage in fencing.
- x. Provide evidence of Security Staff attendance at each designated point on daily basis and whenever demanded.
- xi. The Service Provider shall provide 2 security guards on 12 hours daily basis including weekends and holidays.

Responsibility of the Security Firm/Company:

- i. Security Clearance of the staff provided to Purchaser shall be the responsibility of the service provider.
- ii. Security services are based on 7 working days a week and 24 hours a day, and in case of absence or leave of any guard, the company would be bound to provide immediate replacement.
- iii. No security personnel shall leave premises assigned, unless properly relieved by the next security personnel.
- iv. Service Provider must abide by the prevailing labour and security laws including but not limited to minimum wages and social security provisions. The Procuring Agency reserves the rights to seek proof if the same is being paid to the personnel, the failure of which can lead to the termination of the contract and forfeiture of the performance security.
- v. Service Provider must provide uniform - kits, shoes, identification cards; personal protective equipment etc. to its entire staff deployed at Procuring Agency sites and ensure proper maintenance of it. Further, the service provider shall provide licensed arms to security personnel. All Staff would be required to be in clean uniform at all times.
- vi. Service provider will be fully responsible in case of misconduct caused by the security personnel.
- vii. The Service Provider or its personnel shall not at any time do, cause or permit any nuisance

- at the premises.
- viii. The Procuring Agency shall not accept any responsibility of the security personnel in the event of death, injury, disablement or illness that may take place while performing/executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the Service Provider.
 - ix. The Service Provider shall be liable to the penalty for any theft, loss incurred or suffered / any damage caused to movable or immovable property of the Procuring Agency, due to negligence of Security Guards or on account of delayed, deficient or inadequate Security Services on demand without any conditions and decision of Purchaser in this regard shall be final.
 - x. The Service Provider will be bound regarding Guards' rotations at the office location.
 - xi. The Service Provider shall ensure that none of its personnel reports in drunken state or consumes drugs, prohibited substances, etc., while on duty.
 - xii. The contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Service Provider shall, in all matters arising in the performance of the contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the purchaser indemnified against all penalties and liability of any kind for breach of any of the same. The courts at Peshawar shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

Operational Standards

- i. Security Guards must maintain discipline, punctuality and professional conduct.
- ii. Daily attendance and duty rosters to be shared with SMEDA's designated focal person.
- iii. Service provider to conduct periodic supervision and performance audit.
- iv. Security guard must be briefed on emergency response protocols and fire safety procedures.

Security Staff Requirement:

The security guards who will be deployed, should;

- i. Be physically fit, professionally trained and preferably ex-servicemen.
- ii. Have minimum educational qualification of matriculation.
- iii. Be in the age bracket 25-50 years.
- iv. Be deployed with clearly defined rotation and replacement policy.

Compliance and Reporting

- i. Monthly performance reports to be submitted to SMEDA Regional Office Balochistan.
- ii. Any incident or breach must be reported immediately within 1-2 hours of occurrence.
- iii. Service provider must maintain insurance coverage for deployed personnel.

Financial Terms

- i. All inclusive annual cost must remain within the approved ceiling (Rs. 3.00 Million).
- ii. Payment shall be made in equal monthly installments upon submission of verified invoices and attendance record.
- iii. Any deductions due to absenteeism or non-performance shall be enforced as per contract terms.

Termination Clause

- i. SMEDA reserves the right to terminate the contract with one month prior notice in case of non-compliance, poor performance or breach of contract.

SECTION VI: BIDDING FORMS

Bids Forms
Bids Submission Sheet

Date: _

Tender No.: _____

To,
General Manager
Outsourcing Management Division
SMEDA

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the bidding document, including Addenda No.: _____;
- (b) We offer to provide the required Services in conformity with the bidding document and in accordance with Scope of Work and ToRs;
- (c) Our Bids shall be valid for a period of _____ days from the date fixed for the Bids submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bids is accepted, we commit to submit a Performance Guarantee in the amount of _ Percent of the Contract Price for the due performance of the Contract;
- (e) The rates quoted by us are fixed and valid for _____ and binding upon us for the entire period of the contract and period of extension.
- (f) We are not participating, as Bidders, in more than one Bids in this Bidding process, other than alternative offers in accordance with the bidding document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, have not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan or international financial organization/ foreign country.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bids for and on behalf of _____

UNDERTAKING REGARDING NOT BEING BLACKLISTED

(Printed and signed on Rs 100 stamp paper)

Date DD-MM-YYYY

To,

General Manager Outsourcing Management - SMEDA

4th Floor, Building No. 3, Aiwan e Iqbal

Complex, Egerton Road, Lahore

Tel: 042-111-111-456

Dear Sir,

Subject: **UNDERTAKING REGARDING NOT BEING BLACKLISTED**

It is hereby declared that **[Organization Name]** is/are neither debarred by any government institution nor blacklisted by the Authority.

That SMEDA Blacklisting Policy 2023 as available at www.smeda.org and its provisions have been read and accepted as a part and parcel of the bidding documents/contract.

Authorized Person

Name:

Designation:

Signature: _____

Organization / Company Seal:

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

No.: *[number of Bidding process]*

To: Small & Medium Enterprises Development Authority (SMEDA)

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Bid Submission Sheet/Letter of Bid or
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder**

Title of the person signing the Bid _____

Signature of the person named above. _____

Date signed _____ day of _____,

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

QUALIFICATION INFORMATION FORM

Bidder's name [insert full name] along with registered name of Firm/Company
In case of Joint Venture (JV), name of each member: [insert full name of each member in JV]
Bidder's year of incorporation: [indicate year of Constitution]
Bidder's legal address
Bidder's authorized representative information Name: [insert full name]
Address: [insert street/ number/ town or city/ country]
Telephone numbers: [insert telephone & Cell numbers]
E-mail address: [indicate e-mail address]
Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITBs.
In case of JV, letter of intent to form JV or JV agreement, in accordance with the ITBs

Financial Bids Forms

Financial Bids Submission Form

{Location, Date}

To:

Small & Medium Enterprises Development Authority (SMEDA)
4th Floor, Building No. 3, Aiwan-e-Iqbal Complex
Egerton Road, Lahore.

Dear Sir:

We, the undersigned, offer to provide Security Services for SMEDA's Regional Office Balochistan in accordance with your Request for Bids dated [Insert Date]

Our attached Financial Bids is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert "including"] of all applicable taxes.

Our Financial Bids shall be fixed and remain valid for the duration of the contract and extend the extension period of the contract.

We understand you are not bound to accept any Bids you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Price Schedule

Name of Bidder_____.

S.No	Name and location of Office	No. Security Guards (Armed) Required	Lump sum Monthly Rate per Security Guard (with all applicable taxes, & overheads etc.) in PKR	Total Lump Sum Amount for Two Years (PKR)
1.				

Note:

- i) The price quoted shall be in Pak Rupees i.e., inclusive of all applicable taxes and overheads.
- ii) The number of security guards can be increased / decreased and the cost of increase / decrease will be adjusted accordingly. The Maximum Increase or Decrease shall not be more than one (01) number of Security Guard at the time of signing of contract.

Total Amount of bid for Two Years in Figures-----

Total Amount of bid for Two Years in Words-----

Signatures of authorized person:-----

SECTION VII: GENERAL CONDITIONS OF CONTRACT

General Conditions of the Contract

A. General

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated.

- (a) "Applicable Law" means the laws and any other instruments having the force of law in Pakistan.
- (b) "The Contract" means an agreement enforceable by law;
- (c) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;
- (d) "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the ToRs;
- (e) "GCC" means the General Conditions of Contract contained in this section;
- (f) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (g) "Day" means calendar day unless indicated otherwise;
- (h) "Effective Date" means the date on which this Contract comes into force and effect;
- (i) "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;
- (j) "Government" means the Government of Pakistan;
- (k) "Local Currency" means the currency of Pakistan;
- (l) "In Writing" means communicated in written form with proof of receipt;
- (m) "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;
- (n) "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;
- (o) "Service" means any object of procurement other than goods or works;

2. Applicable Law	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan.
3. Language	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the English language .
4. Notices	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the SCC .
5. Location	5.1 The Services shall be performed at such locations as the Procuring Agency may approve and as specified in ToRs and SCC .
6. Authorized Representatives / Authority of Member in charge	6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC .

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract	7.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC .
8. Commencement of Services	8.1 The Contractor shall confirm availability of staff as per Scope of Work and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC .
9. Program schedule	9.1 Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated in ToRs.
10. Starting Date/Expiration Date	10.1 The Contractor shall start carrying out the Services Seven (07) days after the date the Contract becomes effective. 10.2 Unless terminated earlier pursuant to Clause GCC 14 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
11. Entire Agreement	11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein.

<p>12. Modification</p>	<p>12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give consideration to any modification(s) or variation(s) made by the other Party.</p> <p>12.2 In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.</p>
<p>13. Force Majeure</p>	<p>13.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>13.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>13.3 Extension of Time Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>13.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract.</p>

<p>14. Termination</p>	<p>14.1 By the Procuring Agency The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);</p> <ul style="list-style-type: none"> (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension; (b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings; (d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; <p>14.2 By the Contractor The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <ul style="list-style-type: none"> (a) If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue; (b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration; (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such
	<p>longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.</p>

C. Obligations of the Contractor

<p>15. General</p>	<p>15.1 Standard of Performance</p> <p>i. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices as per ToRs. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;</p> <p>15.2 Law Applicable to Services</p> <p>The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan.</p>
<p>16. Conflict of Interests</p>	<p>16.1 Contractor Not to Benefit from Commissions and Discounts</p> <p>The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel shall not receive any such additional remuneration.</p>
	<p>16.2 Prohibition of Conflicting Activities</p> <p>Neither the firm/company nor its Personnel shall engage, either directly or indirectly, during the term of this Contract, in any business or professional activities which would conflict with the activities assigned to them under this Contract;</p>
<p>17. Insurance to be Taken Out by the Contractor</p>	<p>17.1 The Service Provider shall take out and maintain at its own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as specified in ToRs.</p>
<p>18. Contractor's Actions Requiring Procuring Agency's Prior Approval</p>	<p>18.1 The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <p>(a) appointing such members of the Personnel not provided by the Contractor;</p> <p>(b) changing the Program of activities.</p>

19. Reporting Obligations	19.1 The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency in ToRs.
20. Penalty	<p>20.1 Lack of performance penalty</p> <p>A penalty for Lack of performance and absenteeism will be paid by the Contractor. The amount to be paid will be equal to deduction of lump sum amount keeping in view absenteeism and non-performance as per ToRs.</p>
21. Performance Guarantee	<p>21.1 Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount specified in SCC.</p> <p>21.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>21.3 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.</p>

D. Contractor's Personnel	
22. Description of Personnel	22.1 The agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's security guard.
24. Removal and / or Replacement of Personnel	<p>24.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Security Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Security Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.</p> <p>24.2 If the Procuring Agency finds that any of the Personnel have. (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.</p> <p>24.3 The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

E. Obligations of the Procuring Agency

25. Change in the Applicable Law	25.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties.
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F. Payments to the Contractor

26. Contract Price	26.1 The price payable shall be in Pakistani Rupees as per ToRs.
27. Terms and Conditions of Payment	27.1 Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.
28. Settlement of Disputes Amicable Settlement	31.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
29. Dispute Settlement	<p>Arbitration</p> <p>29.1 If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence,</p>

	<p>validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.</p> <p>29.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 29.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.</p> <p>29.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.</p>
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SECTION VIII. 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.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 4	<p>Notices: The addresses for the notices are: The Procuring Agency: SMEDA Regional Office Balochistan House No. 394-C Samungli Housing Scheme, Samungli Road, Quetta Tel: 081-283 1623, 283 1702, 283 1754</p> <p>The Contractor/ Service Provider: [Name, address and telephone number]. The Contractor/ Bidder’s Representative(s) [Name, address, telephone number and e-mail address]</p>
GCC 5	<p>The services shall be provided in Regional Office, Balochistan at following location: SMEDA Regional Office Balochistan House No. 394-C Samungli Housing Scheme, Samungli Road, Quetta</p>
GCC 6.1	<p>The Authorized Representatives are: For the Procuring Agency:</p> <p><u>Name: Muhammad Iqbal</u> <u>Designation: Manager, SMEDA Balochistan</u> <u>Address: SMEDA Regional Office Balochistan</u> House No. 394-C Samungli Housing Scheme, Samungli Road, Quetta Tel: 081-283 1623, 283 1702, 283 1754</p> <p>For the Contractor: <u>Name:</u> <u>Designation:</u> <u>.....</u> <u>Address:</u> <u>.....</u></p>
GCC 7	<p>Effectiveness of the contract The Contract shall be effective within seven (07) days from the date of signature of the Contract by both parties</p>
GCC 8	<p>Commencement of Services: The Contractor shall provide Security Services from the effective date of contract.</p>
GCC 10.2	<p>Expiration of Contract: The time period shall be 02 years from the date of commencement of services.</p>

GCC 14	<p>Termination: In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Contractor shall be responsible for providing to the Authority the Security Services till the time of alternate arrangements.</p>
GCC 21	<p>Performance Guarantee: The amount of performance guarantee shall be <i>5% of the contract price</i> in the form Bank Guarantee/Demand Draft/ Pay Order in favor of the <i>SMEDA</i>.</p>
GCC 27	<p>Payment terms: Payment will be made to the contractor, on monthly basis, against the procured services according to the actual invoice submitted by the contractor, duly verified by officer in charge, against the services provided as per ToRs.</p>
GCC 29	<p>Guidance for Dispute Resolution:</p> <ol style="list-style-type: none"> i. The dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. ii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in SMEDA Head Office, Lahore and proceedings will be conducted in English language. iii. The cost of the mediation and arbitration shall be shared by the parties in equal proportion, however, the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. iv. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to or after completion of the contract. <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the contractor any monies due to the Contractor.</p> <p>Arbitrator's fee: The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.</p> <p>Appointing Authority for Arbitrator: By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940.</p>

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between Small & Medium Enterprises Development Authority (SMEDA) of the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called “the Contractor”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of Security Services and has accepted a Bids by the Bidder for the provision of said Services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of Contract;
 - (b) Form of Bids and the Price Schedule submitted by the Contractor;
 - (c) Scope of Work and ToRs;
 - (d) the Special Conditions of Contract;
 - (e) the General Conditions of the Contract;
 - (f) the Procuring Agency’s Letter of Acceptance;
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to provide the Security Services in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor in consideration of the provision of Security Services; the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Contractor:

.....

Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

To: *[name and address of the Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the contract and the Contract Price of the equivalent of [amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arising disputes in accordance with **ITB 29**.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen.

(14) working days.

You are hereby required to furnish the Performance Guarantee in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

Performance Guarantee Form

To: *Small & Medium Enterprises Development Authority (SMEDA)*

WHEREAS *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Security Services (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Undertaking for Minimum Wages to Security Guards

Respected Sir,

It is undertaken that M/s. _____ is currently practicing the under mentioned human resource policy and also will continue to practice the same in future under the contract named "Provision of Security Services at SMEDA's Regional Office Balochistan" Any non-compliance in below mentioned shall be headed towards the breach of contract.

1. Provision of minimum wages as notified by the Government of Balochistan applicable for the period of Contract.
2. Child Labour is forbidden under the contract. Children under the age of 18 years will not be employed, as per the Pakistani Law.
3. All labour laws including social security provisions etc. are applicable in the Contract and will remain the responsibility of the Service Provider.
4. Our firm NTN number is _____ and it was established in _____.

Note: All tender terms and conditions are accepted as laid down in the ToRs of the tender document.

Regards

Mr. _____
M/s _____

Note: This may be printed on stamp paper of minimum value of Rs.100/-.