



**INTER STATE GAS SYSTEMS (PVT) LTD.**

Tender No. ISGS/Proc/TE-Admn-07/25-26

**INVITATION TO BID**  
**PROVISION OF SECURITY SERVICES**

1. Inter State Gas Systems (Private) Limited (ISGS) is a company working under the umbrella of Ministry of Energy (Petroleum Division), Government of Pakistan. ISGS invites electronic bids from experienced and reputable security companies, registered with relevant tax authorities, for provision of security services at ISGS office. Interested bidders can register themselves electronically on e-PADS through <https://eprocure.gov.pk/#/supplier/registration>.
2. e-bidding documents containing detailed requirements, terms and conditions are available for the registered bidders on e-PADS at [www.eprocure.gov.pk](http://www.eprocure.gov.pk) and [www.isgs.com.pk](http://www.isgs.com.pk).
3. The electronic bids, prepared in accordance with the instructions provided in the bidding documents, must be submitted by using e-PADS on or before **1500 hrs. on 17 February 2026**. Manual bids shall not be accepted. Electronic bids will be opened on the same day at 1530 hrs. on [www.eprocure.gov.pk](http://www.eprocure.gov.pk). In case the day of bid submission and opening falls on a public holiday, the next working day shall be considered as the deadline for the same.
4. Notification of the GRC constituted in terms of Rule-48 of Public Procurement Rules, 2004 is provided on the procuring agency's website ([www.isgs.com.pk](http://www.isgs.com.pk)), on e-PADS at [www.eprocure.gov.pk](http://www.eprocure.gov.pk) and [www.ppra.org.pk](http://www.ppra.org.pk).

Chairman Tender Committee  
Provision of Security Services Tender  
Inter State Gas Systems (Private) Limited  
Petroleum House, 8<sup>th</sup> Floor, Ataturk Avenue, G-5/2, Islamabad.  
Phone No. 051-9217667-9  
Email : [isgs.procurement@isgs.com.pk](mailto:isgs.procurement@isgs.com.pk)

**Tender No: ISGS/Proc/TE-Admn-07/25-26**

**Bidding Document**

**Provision of Security Services**

**Bid Submission**

ISGS Head Office

Date: **17 February 2026** (1500 Hrs)

**Bid Opening**

Venue: ISGS Head Office

Date: **17 February 2026** (1530 Hrs)



**Inter State Gas Systems(Private) Limited**

Petroleum House, 8<sup>th</sup> Floor, Ataturk Avenue, G-5/2, Islamabad.

Tel: 051-9217667- 9

Website: [www.isgs.com.pk](http://www.isgs.com.pk)

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## 1. DEFINITIONS

In this Bidding document, unless there is anything repugnant in the subject or context:

- 1.1 “**Annex**” means any of the performa/template attached with this bidding documents.
- 1.2 “**Bidder**” means any legal entity including any partnership, firm, company or corporation that has submitted a proposal to ISGS in accordance with this bidding document.
- 1.3 “**Bidding**” means the formal procurement procedure under which e-bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract.
- 1.4 “**Bidding Document**” means this bid solicitation document in respect of the Services, and as may be amended or modified in accordance with the terms hereof.
- 1.5 “**Bid Value**” means quoted amount by the Bidder in pursuant to this Bidding.
- 1.6 “**Contract**” means a contract to be executed between the Successful Bidder and ISGS.
- 1.7 “**Contract Value**” means the amount to be paid to the Successful Bidder for provision of Services as per the Contract to be awarded by ISGS.
- 1.8 “**ISGS**” means Inter State Gas Systems (Private) Limited. The terms ISGS, client & company are used interchangeably.
- 1.9 “**Performance Guarantee**” means a bank guarantee submitted by the Successful Bidder to ISGS to cover the discharge of obligations and responsibilities specified in the Contract.
- 1.10 “**Services**” shall have the meaning as ascribed in clause 2 “Scope of Services” of **Annex-II: Draft Contract**.
- 1.11 “**Successful Bidder**” means the Bidder selected for the award of Contract based on selection criteria.
- 1.12 “**Tender Committee**” means a committee constituted by ISGS to deal with this bidding process.

## 2. INTRODUCTION OF THE COMPANY

ISGS was incorporated in 1996 as a private limited company. ISGS is engaged in implementation of mega projects in the oil & gas sector. ISGS projects include natural gas import, infrastructure development, transportation and management/operations of long haul pipeline transmission networks for petroleum products.

## 3. INVITATION TO BID

ISGS invites electronic bids from experienced and reputable companies/firms, registered with relevant Tax Authorities, EOBI, Social Security & SECP. The firms must be appearing on Active Taxpayers List issued by Federal Board of Revenue, Government of Pakistan

## 4. SCOPE OF SERVICES

Scope of Services under this Bidding shall be as per clause 2 “Scope of Services” of **Annex-II: Draft Contract**.

## 5. INSTRUCTIONS TO BIDDERS

The objective of “Instructions To Bidders” is to provide Bidders the information to submit their bids in response to this Bidding document, according to the requirements defined in this Bidding document and in the same order/sequence as set forth in this document. Bidders must follow the following requirements for the preparation and submission of their bids:

- 5.1 Bidders downloading the Bidding document from ISGS website ([www.isgs.com.pk](http://www.isgs.com.pk)) shall send an acknowledgement, through e-mail, to ISGS. The acknowledgement shall have full contact details of its contact person. Any communication/response to the clarifications shall be shared with such provided contact person. ISGS assumes no liability for non-receipt of communication/clarifications for such Bidders who do not share the required contact details.
- 5.2 The bidders shall sign and submit a Bid Securing Declaration (BSD) as per format placed at **Annex-VI**. No bid shall be entertained without BSD.
- 5.3 For this Bidding, the procedure narrated in Rule 36(a) of Public Procurement Rules, 2004 (“PPR 2004”) “Single Stage – One Envelope Procedure” for open competitive bidding shall be followed.
- 5.4 Bidders are required to submit their bids in a single package. The envelope shall be clearly marked as “**Bid for Provision of Security Services**” in bold and legible letters. The envelope shall be labelled with the name, address and contact number of the Bidder.
- 5.5 Bidders shall provide, in their bid, the documents as mentioned in **Annex-III “Mandatory Requirements”**. Any shortcoming in the documents provided in response thereto may lead to disqualification of the Bidder.
- 5.6 All the pages of the bid must be sequentially numbered and initialled/signed by the representative authorised at clause 6 of the Form of Bid.
- 5.7 The Bidders shall bear all costs/expenses associated with the preparation and submission of the bids and ISGS shall in no case be responsible/liable for those costs/expenses.
- 5.8 Each Bidder shall submit only one bid, multiple bid submissions shall render the Bidder disqualified.
- 5.9 ISGS may, at any time prior to the deadline for submission of the bid, on its own initiative or in response to a clarification requested by the Bidder(s), amend the Bidding document, on any account, for any reason. All amendment(s) shall be part of the Bidding document(s) and binding on the Bidders. ISGS shall notify the amendment(s) within reasonable time prior to the bid submission date.
- 5.10 ISGS may, at its exclusive discretion extend the deadline for the submission of the bid in which case all rights and obligations of the ISGS and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 5.11 ISGS may, at its exclusive discretion, terminate this bidding process at any stage of bidding without incurring any liability whatsoever and without assigning any reason or having to owe any explanation whatsoever.

- 5.12 Currency of the Bidding is Pakistani Rupee (PKR). Bidders are required to submit their bids accordingly. All kind of taxes, duties, charges/levies etc. (excluding sales tax) applicable in Pakistan shall be considered inclusive in the bid price and taxes shall be deducted at source as per applicable laws.
- 5.13 The bid validity period will be One Hundred & Twenty (120) days, starting from the date of opening of the bids. Within the original validity of the bids, ISGS may request the Bidders to extend their bid validity for another period not exceeding the original bid validity. The bidders who choose not to extend their bid validity as desired by ISGS would be required to withdraw their bids and their Bid Security shall be returned to them.
- 5.14 In case of extension of bid validity, the Bidders shall also extend validity of their Bid Securities for corresponding period of time.
- 5.15 The Bid Security if any, shall be returned to the unsuccessful bidders after publication of the final evaluation report or on the expiry of validity of the bid bond, whichever is earlier. Whereas the Bid Security of the Successful Bidder shall be returned after submission of Performance Guarantee by the Successful Bidder.
- 5.16 The Successful Bidder shall furnish a Performance Guarantee to ISGS in the form of a bank guarantee or Call Deposit Receipt (CDR) issued by a Scheduled Bank in Pakistan of an amount equal to Rs. 50,000/- (Pak Rupees Fifty Thousand Only). Failure to furnish the Performance Guarantee before signing the contract will entitle ISGS to consider the bidder as having abandoned the contract and to this effect forfeit the Bid Security (in case of BSD, the bidder may be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings). The Performance Guarantee shall be valid till 30 days beyond the expiry of the contract. The Performance Guarantee in the form of bank guarantee shall be in accordance with the format provided at **Annex-V**.
- 5.17 ISGS reserves the right to forfeit the Bid Security and/or blacklist any Bidder who breaches any terms and conditions of this Bidding document.
- 5.18 The language of the bids shall be English. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
- 5.19 The Bidder(s) may, by written notice served on the ISGS, modify or withdraw their bid after submission, but prior to the deadline for submission of the bid. The bid(s), withdrawn after the deadline for submission of the bid and prior to the expiration of the period of the bid validity, shall result in forfeiture of the Bid Security (in case of BSD, the bidder may be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings). Moreover, if the Bidder fails to extend the validity period of the bid bond to match any extension of the bid validity date in accordance with the terms and conditions of this Bidding document, the Bid Security will be forfeited.
- 5.20 The bid(s) shall be rejected if:
- a. Form of Bid is not submitted in original, on bidder's letterhead and with signatures, as required, and official stamp, or

- b. BSD is not submitted as per the requirements; or
- c. The bid is substantially non-responsive; or
- d. The bid is submitted in other than prescribed manner, forms or format as specified herein; or
- e. The bid is un-sealed, un-signed, conditional, late; or
- f. Bidder(s) has conflict of interest with the ISGS; or
- g. Bidder(s) engages in corrupt or fraudulent practices during the whole process.

5.21 Bids are to be submitted online using e-PADS on or before, **17 February 2026** at 1500 Hrs. Late bids are not acceptable. Bids will be opened on same day at 1530 Hrs.

## **6. SELECTION PROCEDURE**

- 6.1 Single stage- one envelope procedure as per Rule 36(a) of Public Procurement Rules, 2004 (“PPR 2004”) will be followed for the selection of Successful Bidder for the award of this Contract.
- 6.2 The bids shall be opened at the specified time and place in presence of the authorised representatives of the Bidders who chose to attend.
- 6.3 The Bidders shall provide duly completed/filled in **Annex-III** “Mandatory Requirements”, along with supporting documents as mentioned therein. The Tender Committee shall evaluate the bids according to the documents provided pursuant to **Annex-III** “Mandatory Requirements”. Any shortcoming in the documents provided in response thereto may lead to disqualification of the Bidder.
- 6.4 ISGS’s intent in issuing this Bidding document is to award a Contract to the most advantageous Bidder on the basis of least cost that meets scope of services/requirements as laid out in Bidding document and who fulfils all requirements mentioned in **Annex-III** “Mandatory Requirements” and this Bidding document. If any of the requirements agreed under this Bidding document is not met by the Successful Bidder at the time of award/performance of the Contract, the bid will be considered as non-responsive and the bid/Performance Security shall be forfeited.
- 6.5 In case of a tie between the qualified Bidders for quoting least cost, the bid of the Bidder scoring more points in **Annex-III** “Mandatory Requirements” shall be considered.
- 6.6 Successful Bidder shall have to sign a Contract with ISGS as per Draft Contract format at **Annex-II** within twenty (20) days of intimation of being declared the Successful Bidder, or as per any other timelines decided by ISGS.

## **7. TERMS OF PAYMENT**

As per clause 7 “Payment and Mode of Payment” of **Annex-II**: Draft Contract.

## **8. GENERAL CONDITIONS OF BIDDING**

Following terms & conditions shall apply to this Bidding:

- 8.1 The decisions of the Tender Committee will be binding on all Bidders.
- 8.2 ISGS is not bound to accept any bid in this regard and reserves the right to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
- 8.3 During examination, evaluation and comparison of the bids, ISGS at its sole discretion may ask any Bidder for clarifications of its bid. The request for clarification and the response shall be in writing/email. However, no change in the price or substance of the bid shall be sought, offered or permitted after bid submission.
- 8.4 If there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a mistake in addition/ totalling, that shall be corrected. If the Bidder does not accept the corrected amount of bid, its bid shall be rejected and its Bid Security shall be forfeited.
- 8.5 Bids submitted by hand, mail, email or fax shall not be entertained.
- 8.6 Bidders indemnify ISGS against all third party claims of infringement of patent trade mark, industrial design rights and intellectual property rights arising out of or from use of the goods / services of any part thereof.

## **9. CLARIFICATIONS**

Queries of the Bidders, if any, for seeking clarification regarding the Bidding document must be received in writing through e-PADS or email on the following address not later than three (03) days prior to the deadline for the submission of Bids. Any query received after above mentioned timeline shall not be entertained. All queries shall be responded within due time. ISGS may host a question & answer session, if required.

Chairman Tender Committee  
Provision of Security Services Tender  
Inter State Gas Systems (Private) Limited,  
Petroleum House, 8<sup>th</sup> Floor, Ataturk Avenue,  
G-5/2, Islamabad.  
Phone No. 051-9217667-9  
E-mail: [isgs.procurement@isgs.com.pk](mailto:isgs.procurement@isgs.com.pk)

## ANNEX-I: FORM OF BID

Chairman Tender Committee  
Provision of Security Services Tender  
Inter State Gas Systems (Private) Limited  
Petroleum House, 8<sup>th</sup> Floor,  
Ataturk Avenue, G-5/2, Islamabad.

Sir

Reference your invitation to bid for provision of security services.

1. We, hereby submit our complete bid along with all the requirements as per the Bidding document. We acknowledge that ISGS is not bound to accept any bid in this regard and reserve the right to accept any bid and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
2. The decision of Tender Committee shall be final, and the Tender Committee will not be liable for any loss or damage to any party acting in reliance thereon. If our bid is accepted and we are declared successful bidder, we at our own expense will provide, within the timelines as provided in the Bidding document or as communicated by ISGS, the performance security as per the requirements of the Bidding document.
3. We agree to abide by this Bidding document for a period of one hundred and twenty (120) days from the bid(s) opening date or any extension thereto granted and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
4. We hereby undertake and confirm that **M/s [name of company]** and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state owned organization and their cases regarding blacklisting are not under trial by any Court of Law.
5. We submit herewith our e-bid as one original.
6. We do hereby appoint and authorize **Mr./Ms. (full name of authorised representative)** who is presently employed with us and holding the position of **[designation of authorised representative]** in **[name of the company]** to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject bid including signing and submission of all documents and providing information/responses to ISGS in all matters in connection with our bid. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds and things done by our aforesaid authorized representative shall and shall always be deemed to have done by us.

7. We have gone through the Terms/Conditions of this Bidding Document and have found the document in whole as non-biased to any particular company/contractor/vendor or product/ brand. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections / conditions of this Bidding document. We do not have any objection/comment on any item and fully understand the item as compliant with PPRA Rules.
8. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading or misstated in this bid, the same may lead to rejection of our bid and our disqualification.
9. We declare that our bid is our only and final offer and no unsolicited offer of any description shall be made for consideration of the ISGS.
10. We acknowledge that ISGS reserves the right to forfeit the Bid Security and/or blacklist any Bidder who breaches any terms and conditions of this Bidding document.

We remain,

Yours' sincerely



[Company Stamp]

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name & Address of Firm: \_\_\_\_\_  
Cell No. of Signatory: \_\_\_\_\_  
e-mail address of Signatory: \_\_\_\_\_  
Mailing address of Signatory: \_\_\_\_\_

Acceptance by representative authorised at Clause 6 above:

Signatures of Authorised Representative: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Name & Address of Firm: \_\_\_\_\_  
Cell No.: \_\_\_\_\_  
e-mail address: \_\_\_\_\_  
Mailing address: \_\_\_\_\_

**ANNEX-II: DRAFT CONTRACT**

**Contract for Provision of Security Services**

Between

**Inter State Gas Systems (Private) Limited**

And

**[Name of successful bidder]**

Date: DD, MM, 2026



ISGS

**[On judicial paper of Rs. 100/- or above]**

This Contract is made as of the [day] of [month], 2026

By and Between

**Inter State Gas Systems (Private) Limited**, a public sector company established under the Companies Act, 2017, having its head office at 8<sup>th</sup> Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad (hereinafter referred as 'ISGS') which expression wherever the context so permits shall mean and include its successors-in-interest and permitted assignees) of the one part;

And

**[Full name of Successful Bidder]**, a company incorporated under the laws of Pakistan having its registered office at [Registered Office Address of Successful Bidder] (hereinafter referred to as "**Security Company**") which expression shall where the context so permits be deemed to include its successors-in- interest and assigns of the other part;

## **RECITALS**

### **WHEREAS**

- (A) ISGS is desirous of acquiring professional security services ("Services") for a safe and secure working environment at its office at 8<sup>th</sup> Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.
- (B) The Security Company has qualified through bidding process and has agreed to provide successfully the required Services in accordance with the terms and conditions described herein.
- (C) The Security Company represents and warrants to ISGS that it has the required professional skills, personnel, license and technical resources to provide required Services on the terms and conditions set forth in this Contract.

**NOW THEREFORE**, in consideration of mutual covenants set forth in this Contract, the Parties agree as follows:

### **1. Definitions**

- (a) "**Contract**" means this Contract and includes all Schedules attached thereto or incorporated therein by reference;
- (b) "**Effective Date**" shall mean the date [dd/mm/yyyy];
- (c) "**Services**" means security staff / personnel and allied services as agreed between ISGS and the Security Company;

(d) “Party” means a party to this Contract and the term “Parties” shall be construed accordingly;

### 1.1 Interpretation

For the purposes of interpretation and construction of this Contract:

- (a) Words importing one gender include the others;
- (b) Words importing the singular or plural number include the plural and singular number respectively;
- (c) References to Clauses and Annexures are references to Clauses and Annexures in this Contract; and
- (d) Headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this Contract.

## 2. Scope of Services

- 2.1 The Security Company shall provide to the ISGS, licensed, medically fit, educated, trained, experienced, and preferably ex-servicemen from army/police security personnel who shall be able to perform security services in accordance with best industry practice and to the entire satisfaction of the ISGS. Concealment of facts will be sufficient reason for disqualification.
- 2.2 The Security Company will provide the copies of CNIC / discharge book / certificate / Police verifications etc. of the security staff before / after joining their duties at ISGS. The Security Company will also provide complete list of their employees, showing name, father name, CNIC#, Cell# and their residence address.
- 2.3 The Security Company will provide prescribed uniforms to each security staff and display identification cards preferably computerised, with security features containing the name of the company, license # allotted to the company by the Licensing Authority, Name, CNIC# and photograph of the cardholder as per policy of the government.
- 2.4 All the security staff of the Security Company should be in possession of proper navy blue/black colour uniform stitched company logo / insignia on shoulders, berate cap with small size badge, black belt and DMS boot / shoes (lady searchers may vary). If any security staff found improper dress should be replaced by the Security Company immediately with new uniform and their relevant items.
- 2.5 The Security Company supervisor and authorized officer of ISGS will jointly maintain the attendance register of the security staff and be responsible for handing over the charge to the next relieving. Preferably nonsmoking security staff will be detailed.
- 2.6 The Security Company shall ensure courteous, helpful attitude of their security staff towards general public and ISGS staff. The Security Company will be responsible and answerable for the personal conduct of all its employees, if found involved in any illegal, immoral or criminal activity. In case any of the security guards provided by the Security Company is found guilty of misconduct, he will be returned to the Security Company forthwith for taking necessary action. However, the Security Company, in the meantime, shall immediately arrange replacement within 03 hours of ISGS notice to the Security Company.
- 2.7 No meal will be provided for the security staff by ISGS.

- 2.8 The Security Company will be responsible for any loss due to negligence of security guards provided by him for security related matters. The value of damaged / stolen items will be determined by joint inquiry committee as per recommendations by both the parties. The inquiry committee will comprise one representative each from the ISGS and Security Company. Inquiry report / facts / findings will be submitted to the MD ISGS for his final decision.
- 2.9 Duty timing will be twelve (12) hours for each security guard. The off-duty security personnel will not stay at the premises of ISGS.
- 2.10 Security staff will perform their duties to the satisfaction of the ISGS Authorized Officer. A representative of the Security Company will report at least once a month for co-ordination with ISGS.
- 2.11 The security staff will not participate in any labor or union activities and will continue performing their assigned protective duties only.
- 2.12 To ensure security of the assets of the company against theft, pilferage & misappropriation and to implement antitheft measures at the above-mentioned premises.
- 2.13 To keep a check on acts of public nuisance, use of drugs and violence.
- 2.14 To bring to the notice of authorized representative of ISGS any suspicious activity notices during or after office hours in and around the premises of the company.
- 2.15 To conduct any internal investigation required by the MD ISGS in the interest of the security of the company.
- 2.16 To attend firefighting in case of emergencies.
- 2.17 If required, to monitor and storage the day-to-day activities through IP camera, in monitoring & control room and bring into the notice of competent authority of ISGS about any unwanted activists, if any. Submit a daily report on the status of complete system of IP cameras.

### **3 Contract Term**

The Contract shall become effective on the Effective Date and shall remain enforced for a period of three years except if terminated earlier as per the terms and conditions of this Contract. Based on satisfactory performance, this contract can be extended for maximum another term of three years on the same terms and conditions and subject to mutual consent of the Parties.

### **4 Contract Documents and Information**

The Security Company or its employees shall not, without ISGS's prior written consent, make use of the Contract, or any provision thereof, or any document(s), or information furnished by or on behalf of ISGS in connection therewith or any information coming into knowledge thereof during performance of Services under the Contract, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Security Company in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### **5 Contract Language**

The Contract and all documents relating thereto, sent, delivered, received or, exchanged between the Parties, shall be in English language.

## 6 Warranty

- 6.1 The Security Company warrants that the security staff provided would be fully capable of performing the following duties as per the requirements of ISGS.
  - a. To check/control the entry/exit record of the executives/staff and visitors in the ISGS premises.
  - b. To ensure strict check of luggage / consignments entering into the ISGS premises.
  - c. To carry out duties pertaining unauthorized / dangerous / harmful entry of persons and luggage / consignment etc. in the ISGS premises.
  - d. To record in/out timings of the executives and staff
- 6.2 The Security Company will provide (round the clock in two 12 hours shifts and 7 days a week basis) two (02) numbers of security guards with 25 to 55 years of age as per laws.
- 6.3 The Security Company will offer the rates inclusive of prevailing and approved minimum rates of wages per month 30 days, 12 hours duty of each security staff in accordance with the labour laws and all applicable taxes excluding sales tax.
- 6.4 ISGS reserves the right to increase or decrease the number of security guards and at any stage during the contract period.
- 6.5 In case of any absentee / illness or weekly rest / leave of any security guard, replacement will be provided by the Security Company. ISGS reserves the right to make deductions on pro-rata basis, of which it will be the sole judge, if the attendance of security employees is irregular / absent.
- 6.6 The Security Company, if required, will provide Shot Guns / Rifle, Pistols / Revolvers in good working condition plus ten (10) live rounds and should maintain proper record / register of weapons and ammunition as per rules through their security supervisor and other security equipment as under:-
  - a. Handheld metal detector / whistle (required)
  - b. Torch (during night shift) (required)
- 6.7 The deployment of guards will be made absolutely under the instructions of ISGS for the security of the installations. If any security guard is found violating prescribed duty or involved in any unwanted activity or misconduct, it will be removed from the prescribed duty, and its replacement will be provided by the Security Company immediately with the consultation of ISGS authorized representative. ISGS will have the right to lodge complaints in police station concerned in case involvement of security guard in any crime etc.
- 6.8 The Security Company warrants that it shall provide / remove the employee(s) on a week's notice or as per the schedule / requirements of ISGS.
- 6.9 The Security Company warrants that it will get all its workers registered under the Employees Old Age Benefits Act 1976, The Workers Children (Education) Ordinance 1972, the Provincial Employees Social Security Ordinance 1965 and such other laws applicable from time to time.
- 6.10 The Security Company warrants that it shall be directly responsible for the management, control and supervision of all the personnel / employees engaged by it for rendering Services in connection with the execution of this contract.
- 6.11 The Security Company warrants to indemnify and hold ISGS harmless against any and all claims, demands or legal proceedings initiated by the Security Company's

employees or any other person / authority in respect of unpaid wages, contributions, other benefits including workmen's compensation claims or any other grievances arising out of their employment with the Security Company.

- 6.12 The Security Company warrants that it shall indemnify ISGS under the Workmen's Compensation Act 1923 or damages under the relevant laws or otherwise in respect of or in consequence of death or injury to any workman or other person in employment of the Security Company whether performing their obligations on behalf of the Security Company or not and accordingly all payments due to the legal heirs of the deceased or the concerned workman / person on account of compensation or damages shall be made by the Security Company directly on his own including all other costs, charges and expenses in respect of such death or injury. The Security Company warrants to arrange at his own cost appropriate insurance cover as per law for his employees including group life insurance policy coverage to all workers for the purpose of various labor laws. Hence in case of any emergency or accident it is duty of the Security Company to provide relief to its employees.
- 6.13 The Security Company warrants to be responsible for reporting directly to the concerned departments / agencies all cases of any major injury or fatality to its personnel, who are engaged for performing any Service / duty under the contract, during duty hours. In case any such claim arises after expiry or termination of the Contract, ISGS then shall be entitled to be indemnified by the Security Company in accordance with the provisions of the Workmen's Compensation Act 1923.
- 6.14 Without prejudice to the foregoing the Security Company warrants to keep ISGS fully indemnified against any claims and losses due to operation of Standing Order 20 of the Industrial and Commercial employment (standing orders) ordinance 1968 and / or any amendment made thereto from time to time.
- 6.15 The Security Company warrants to keep safe the assets (both visible and invisible) and reputation of ISGS indemnified against any theft, damage or loss of any kind. In case any losses are attributed to any act, omission or negligence of the Security Company or its employees, ISGS shall be entitled to recover such losses or damages from the charges payable to the Security Company.
- 6.16 The Security Company warrants to abide by all the rules, laws and regulations and fulfill all the requirements of Government of Pakistan relating but not limited to personnel, human resources, labor and services falling under this contract. ISGS shall not be held responsible for any of the aforementioned.

## 7 Payment and Mode of Payment

- 7.1 In consideration of the Services detailed herein rendered satisfactorily by the Security Company each month, ISGS shall pay to the Security Company the amount [Rs. ] for two (02) security guards (@[ ] per security guard) in accordance with Annexure-A.
- 7.2 The Bid Security if any, of Security Company shall be returned after submission of Performance Security by the Security Company.
- 7.3 The Government of Pakistan as and when notifies to increase in Minimum Rates of Wages for security services under skilled and semi-skilled workers employed category; these rates should be effective accordingly.
- 7.4 No payment shall be made to the Security Company in advance as mobilization advance or on any other account.

- 7.5 Payment shall be made, through cross cheque in the Pakistani Rupees (PKR) on monthly basis, within 30 days after submission of valid error free sales tax invoices duly verified and accepted by ISGS.
- 7.6 Taxes shall be deducted at source as per applicable laws at the time of payment.
- 7.7 If the quality of the Services is not to the satisfaction of the management of ISGS, the management has the right to cancel the Contact and forfeit Bid Security/Performance Security.
- 7.8 Any increase, decrease in existing taxes and duties etc. or imposition of any new tax shall be cost and benefit of the Security Company.

## **8 Contract Amendment**

- 8.1 ISGS may, at any time, by written notice served on the Security Company, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Services / the works in whole or in part.
- 8.2 The Security Company shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to ISGS.
- 8.3 The Security Company shall not execute the change until and unless ISGS has allowed the said change, by written order served on the Security Company.
- 8.4 The change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said change.
- 8.5 No variation in or modification in the Contract shall be made, except by written amendment signed by both ISGS and the Security Company.

## **9 Assignment / Subcontract**

- 9.1 The Security Company shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with ISGS's prior written consent.
- 9.2 The Security Company shall guarantee that any and all assignees / sub-contractors of the Security Company shall, for performance of any part / whole of the work under the Contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the Contract.

## **10 Extensions in time for performance of obligations under the Contract**

If the Security Company encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Security Company shall, by written notice served on ISGS, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, ISGS shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Security Company, extend the Security Company's time for performance of its obligations under the Contract.

## **11 Liquidated Damages**

- 11.1 In case of delay / unsatisfactory performance from scheduled time of performance of obligations ISGS shall have the right to impose a penalty at the rate of 1% of the respective invoice for each week of delay not exceeding 10% of the respective invoice.
- 11.2 If the Services are not provided to the satisfaction of ISGS and in accordance with this

Contract, ISGS shall have the right to reject the Service(s), cancel the Contract forthwith without incurring any liability whatsoever on any account and forfeit the Performance Guarantee.

## **12 Blacklisting**

- 12.1 If the Security Company fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract ISGS may, at any time, without prejudice to any other right of action / remedy it may have blacklist the Security Company, either indefinitely or for a stated period.
- 12.2 If the Security Company is found to have engaged in corrupt or fraudulent practices in competing for the award of Contract, during procurement process or during the execution of the Contract, ISGS may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Security Company.

## **13 Bid Security/Performance Guarantee**

- 13.1 The Performance Guarantee shall be released within thirty (30) days after expiry of the Contract or may be extended for the duration of the extended Contract period.
- 13.2 If the Security Company fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, ISGS may, without prejudice to any other right of action / remedy it may have, forfeit Bid Security/Performance Guarantee of the Security Company.
- 13.3 Failure to provide required Services within the specified time period will invoke penalty as specified in this Contract. In addition to that, Bid Security/Performance Guarantee amount will be forfeited.
- 13.4 Provision of wrong / false information and/or documents as required during bidding stage and under this Contract will result in forfeiture of Bid Security/Performance Guarantee amount.

## **14 Default and Termination**

- 14.1 If the Security Company fails / delays in performance of any of the obligations, under the Contract or violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract ISGS may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Security Company, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Security Company. Provided that the termination of the Contract shall be resorted to only if the Security Company does not cure its failure / delay, within fifteen working days (or such longer period as ISGS may allow in writing), after receipt of such notice.
- 14.2 If ISGS terminates the Contract for default, in part, the Security Company shall continue performance of the Contract to the extent not terminated.
- 14.3 If the Security Company becomes bankrupt or otherwise insolvent, ISGS may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Security Company, indicate the nature of the insolvency and

terminate the Contract, in whole or in part, without any compensation to the Security Company.

- 14.4 ISGS may, at any time, by written notice served on the Security Company, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Security Company. The Services rendered by the Security Company till the date of such notice shall be paid to the Security Company.

## **15 Force Majeure**

- 15.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of ISGS or of the Security Company. Non-availability of required staff shall not constitute Force Majeure. If by reasons of Force Majeure obligations under the Contract cannot be performed by the due date then the date may be extended appropriately by ISGS keeping in view all the circumstances and requirements of ISGS.
- 15.2 The Security Company shall not be liable for liquidated damages, forfeiture of its Bid Security/Performance Security, blacklisting, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 15.3 If a Force Majeure situation arises, the affected party shall, by written notice served on the other party, indicate such condition and the cause thereof. Unless otherwise decided by the Parties in writing, each Party shall continue to perform its duties under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **16 Dispute Resolution**

- 16.1 The Parties agree to amicably resolve any dispute, which may arise, under the Contract through good faith negotiations. In case of no resolution of the dispute by the authorized representatives, the matter shall be referred to the management of ISGS who shall resolve the dispute and its decision shall be final and binding. While the parties are resolving their disputes both sides agree to continue to perform their obligations under the Contract.
- 16.2 Notwithstanding the existence of any difference or dispute, Services to be provided under this Contract shall not be suspended or discontinued by the Security Company nor shall any payment be withheld by ISGS except the difference of the amount in dispute, which is the subject matter of such proceedings.

## **17 Statutes and Regulations**

- 17.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan as amended from time to time.
- 17.2 The Security Company shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all federal, 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 ISGS indemnified against all penalties and liability of any kind for breach of any of the same.
- 17.3 The Courts at Islamabad 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.

## 18 Contract Cost

The Security Company shall bear all costs / expenses associated with the preparation of the Contract and ISGS shall in no case be responsible / liable for those costs / expenses.

## 19 Confidentiality

- 19.1 The Security Company agrees to hold in confidence for a period commencing with the signing date and ending five (05) years following the Term of this Agreement, any information supplied to it by ISGS and designated in writing as confidential or which by its nature can reasonably be inferred to be confidential.
- 19.2 The Security Company further agrees to require its firms and employees to enter into appropriate nondisclosure agreements relative to such confidential information as may be communicated to them by the Security Company and / or the ISGS.
- 19.3 The provisions of clause 19 shall not apply to information within any one of the following categories:
- a. information which was in the public domain prior to a Party's receipt thereof or which subsequently becomes part of the public domain by publication or otherwise except by the receiving Party's wrongful act;
  - b. information which the receiving Party can show was in the receiving Party's possession prior to its receipt thereof through no breach of any confidentiality obligation;
  - c. information received by a Party from any other Person which did not have a confidentiality obligation with respect thereto; and
  - d. other than as may be required by a Governmental Authority, and then only to the extent required, neither Party shall publish the terms and conditions of this Agreement, unless the other Party provides its express prior written consent thereto.

## 20 Authorized Representative

- 20.1 ISGS and the Security Company may, at their exclusive discretion, appoint their Authorized Representatives and may, from time to time, delegate any / all of the duties / authority, vested in them, to their Authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 20.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by ISGS or the Security Company.
- 20.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 20.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 20.5 Notwithstanding anything contained herein, any failure of the Authorized Representative to disapprove any obligation shall not prejudice the right of ISGS to disapprove such obligation and to give instructions for the rectification thereof.
- 20.6 If the Security Company questions any decision or instruction of the Authorized Representative of ISGS, the Security Company may refer the matter to ISGS who shall confirm, reverse or vary such decision or instruction.

**21 Waiver**

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

**22 Notices**

Any notice or request required or permitted to be given or made under this Contract shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, registered mail, e-mail or courier on the following address:

|                                                                                                                                                                                 |                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>ISGS</b></p> <p>[Name of Representative]<br/>[Designation]<br/>Land-line number:<br/>Cell number:<br/>e-mail address:<br/>Office Address:</p> | <p style="text-align: center;"><b>Security Company</b></p> <p>[Name of Representative]<br/>[Designation]<br/>Land-line number:<br/>Cell number:<br/>e-mail address:<br/>Office Address:</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**23 Order of Precedence**

In case of any discrepancy between the main body of the Contract and Annexures incorporated therein by reference or otherwise, the main body of the Contract earlier shall prevail over the Annexures.

**24 Severability**

In the event that any of these terms, conditions or provisions shall be determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

|                                                                                                                                                           |                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>For and on behalf of</p> <p style="font-weight: bold; font-size: 1.2em;">ISGS</p> <p>_____</p> <p>[Name of authorized signatory]<br/>[Designation]</p> | <p>For and on behalf of</p> <p style="font-weight: bold; font-size: 1.2em;">Security Company</p> <p>_____</p> <p>[Name of authorized signatory]<br/>[Designation]</p> |
| <p>Witness:</p> <p>_____</p> <p>[Name]</p>                                                                                                                | <p>_____</p> <p>[Name]</p>                                                                                                                                            |

**Annexure – A: Payment Schedule**

[as per the quoted prices of successful bidder]



### ANNEX-III: MANDATORY REQUIREMENTS

The Bidders must fulfil the following mandatory requirements to qualify:

| S/N | Mandatory Requirements                                                                                                                         |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | The Bidder must possess valid NTN, GST, EOBI, Social Security & SECP registration (as applicable).                                             |
| 2.  | The Bidder must possess Ministry of Interior, Govt. of Pakistan NOC Letter (updated).                                                          |
| 3.  | All Pakistan Security Agencies Association (APSAA) Membership Certificate for the current year.                                                |
| 4.  | Chief Commissioner Islamabad Office, Valid License:<br>(Under renewal or In Process License will not be accepted)                              |
| 5.  | The Bidder must possess minimum five (05) years working experience in the same field.                                                          |
| 6.  | Arms / Weapons Licenses Details indicating bore in tabulated form with up-to-date renewal should be attached.                                  |
| 7.  | The Bidder must have established office(s) in Islamabad/Rawalpindi.                                                                            |
| 8.  | The Bidder must have minimum twenty (20) clients to its credit for provision of specific/similar jobs in Pakistan during last five (05) years. |
| 9.  | The Bidder must attach Bid Securing Declaration with its bid.                                                                                  |
| 10. | The Bidder must attach original signed cover letter with official stamp affixed on it as per the format given in <b>Annex-I</b> with its bid.  |
| 11. | The Bidder must attach duly filled in and signed & stamped <b>Annex-IV: Price Schedule</b> with its bid.                                       |

In order to show fulfilment of abovementioned mandatory requirements, the Bidders are required to submit the following documents with their bids:

| S/N | Attributes                                                                      | Reference Page in Bid | Points (Applicable in case of tie in quoted prices) |
|-----|---------------------------------------------------------------------------------|-----------------------|-----------------------------------------------------|
| 1.  | Complete Company Profile.                                                       |                       | -                                                   |
| 2.  | NTN, GST, EOBI, Social Security & SECP registration certificates as applicable. |                       | -                                                   |

| S/N | Attributes                                                                                                                                    | Reference Page in Bid | Points (Applicable in case of tie in quoted prices)           |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------------------------------|
| 3.  | Ministry of Interior, Govt. of Pakistan NOC Letter (updated).                                                                                 |                       |                                                               |
| 4.  | All Pakistan Security Agencies Association (APSAA) Membership Certificate for the current year.                                               |                       |                                                               |
| 5.  | Chief Commissioner Islamabad Office, Valid License                                                                                            |                       |                                                               |
| 6.  | Arms / Weapons Licenses Details indicating bore in tabulated form with up-to-date renewal should be attached.                                 |                       |                                                               |
| 7.  | Details & supporting documents of minimum twenty (20) clients for provision of specific/similar jobs in Pakistan during last five (05) years. |                       | 20 clients = 5<br>25 clients = 7<br>More than 25 clients = 10 |
| 8.  | Date of establishment of business along with supporting documents (incorporation / registration certificate etc.).                            |                       | 5 years = 5<br>7 years = 7<br>More than 7 = 10                |
| 9.  | Details of established office setup in Islamabad/Rawalpindi.                                                                                  |                       | -                                                             |
| 10. | Bid Securing Declaration as the prescribed format.                                                                                            |                       | -                                                             |
| 11. | Signed cover letter (original) with official stamp affixed on it as per the format given in <b>Annex-I</b> .                                  |                       | -                                                             |
| 12. | Duly filled in and signed & stamped <b>Annex-IV</b> : Price Schedule.                                                                         |                       | -                                                             |

**ANNEX-IV: PRICE SCHEDULE**

| <b>Option</b> | <b>Description</b>                                                       | <b>Number of Security Guards</b> | <b>Amount per Security Guard per Month</b><br><br>(Inclusive of all taxes, government duties, charges and levies etc.)<br><br>(excluding sales tax) | <b>Total Amount for Two Security Guards per Month</b><br><br>(Inclusive of all taxes, government duties, charges and levies etc.)<br><br>(excluding sales tax) | <b>Total Amount for Two Security Guards per Year</b><br><br>(Inclusive of all taxes, government duties, charges and levies etc.)<br><br>(excluding sales tax) |
|---------------|--------------------------------------------------------------------------|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | Charges for Services of Security Guards<br><br>(12 Hrs Shift, 24/7 days) | 02                               |                                                                                                                                                     |                                                                                                                                                                |                                                                                                                                                               |

Total amount per year in Words: \_\_\_\_\_

**Note:**

- The Charges shall be inclusive of EOBI, Gratuity, Social Security etc as per applicable laws.
- The above rates (excluding sales tax) are for bidding/comparison purposes, however, sale tax invoices shall be submitted on monthly basis.
- Taxes shall be deducted at source as per the applicable law(s).

Signatures of Authorised Representative: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name & Address of Firm: \_\_\_\_\_

**ANNEX-V: PERFORMANCE GUARANTEE FORMAT**

(ON NON-JUDICIAL STAMP PAPER @ APPLICABLE RATE, BASED ON  
GUARANTEE VALUE)

Inter State Gas Systems (Private) Limited (ISGS),  
8th Floor, Petroleum House, Ataturk Avenue, G-5/2,  
**Islamabad.**

Subject: Surety Guarantee for PKR 50,000/- (in words Pak Rupees Fifty Thousand only) on behalf of [insert Security Company name] as performance guarantee for provision of Security Services RFP No. ISGS/Proc/TE-Admn-07/25-26.

Dear Sirs,

In the sum of PKR 50,000/- (in words Pak Rupees Fifty Thousand only).

To you in Islamabad

In consideration of your having issued the award for provision of Security Services Tender No. ISGS/Proc/TE-Admn-07/25-26 to M/s..... called the Security Company and in consideration for value, received from Security Company, we [Insert name of the Bank] (a banking company incorporated under Companies Act, 2017 and having valid license from the State Bank of Pakistan) which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally, having its registered office at [Insert address] (hereinafter called the "Surety") do hereby irrevocably bind ourselves and unconditionally agree and undertake as under:

1. To make unconditional payments to you from time to time as called upon or make an unconditional payment of PKR 50,000/- (in words Pak Rupees Fifty Thousand only) at any time on your written demand(s) without further resource, question or reference to Security Company or any other person, in the event of default or non-performance and / or non-fulfillment by Security Company of his obligations liabilities, responsibilities, covenants, assurances, warranties, indemnities, representations, and guarantees under and in pursuance of the said contract of which you shall be the sole judge.
2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of Security Company and to make payment accordingly within 03 (three) days of receipt thereof.
3. The performance guarantee shall come into force on [Insert date] and shall remain in full force, operative, effective and binding upon us for up to [Insert date] or as may be extended by the Security Company from time to time. The Surety shall notify ISGS in the event that the Security Company does not apply for renewal of this performance guarantee thirty days prior to the expiry date of this performance guarantee or as extended from time to time.
4. That on grant of time or other indulgence to amendment in the terms of the contract by agreement with Security Company in respect of the performance of his obligations under and in pursuance of the said contract with or without notice to us, shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments there under.
5. This performance guarantee shall be binding on us, our successors including successors in interest, administrators and legal representatives, and shall be irrecoverable.

6. This performance guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of the Security Company.
7. No delay or failure to exercise any right or remedy under this performance guarantee by ISGS shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by ISGS shall be valid unless made in writing and duly signed by concerned representatives of the ISGS.
8. No set-off counter claim, reduction, or diminution of any obligations that the Surety has or may have against ISGS shall be available to the Surety against ISGS in connection with any of the Surety's obligations to ISGS under this performance guarantee. The Surety shall make all payments under this performance guarantee in full, without set-off or counter claim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the due date to ISGS, provided that if the Surety is required to make any deduction or withholding from such payments under applicable law, the Surety shall pay to ISGS such additional amount necessary to ensure that ISGS receives an amount equal to the amount which it would have received had no such deduction or withholding been made.
9. The performance guarantee shall be binding upon and insure to the benefit of ISGS and the Surety and to their respective successors and assigns, provided that the Surety shall not assign or transfer all or any of its rights, benefits and obligations under this performance guarantee except with the prior written consent of ISGS.
10. No payment to ISGS under this performance guarantee pursuant to any judgment or order of any court or otherwise shall operate to discharge the Surety's obligations in respect of which it was made unless and until payment in full shall have been received by ISGS.
11. If one or more of the provisions of this performance guarantee is held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this performance guarantee.
12. Thirty days before expiry of the performance guarantee, Surety shall notify the beneficiary in writing about the same.

For and On behalf of .....

AUTHORIZED SIGNATURE .....

(Stamp and signature of the issuing bank)

**ANNEX-VI: BID SECURING DECLARATION**

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

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

Bid No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

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 or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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 (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)