

Tender Document

Single Stage Two Envelop Procedure

TENDER DOCUMENT

FOR

Hiring of Services of Security Guards

TENDER ENQUIRY NO: Tender-2/PCSIR-KLC/Security/2026

**PCSIR LABS COMPLEX, Shahrah-e-Dr. Saleem-uz-Zaman Siddique,
Off University Road, Karachi**

Website: www.pcsir.gov.pk

Standard Bidding Documents for Hiring of Services of Security Guards

PART-A - BIDDING PROCEDURE & REQUIREMENTS

- Section I - Invitation to Bids
- Section II- Instructions to Bidders (ITB)
- Section III- Bid Data Sheet (BDS)
- Section IV - Eligible Countries
- Section V - Technical Specifications, Schedule of Requirements
- Section VI - Standard Forms

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

- Section VII - General Conditions of Contract (GCC)
- Section VIII - Special Conditions of Contract (SCC)
- Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.



PART-A
BIDDING PROCEDURE & REQUIREMENTS
SECTION I: INVITATION TO BIDS



Bid No. Tender-2/PCSIR-KLC/Security/26

For

Hiring of Services of Security Guards

Invitation to Bids

Date:

1. This Invitation to Bids follows the Procurement Notice (PN) or Procurement Advertisement (PA) No.-----for the subject Project, which appeared in [insert media] vide dated [insert dates of issue of PN/PA].
2. The PCSIR has reserved the funds for the Hiring planned during the financial year [2026-29]. It is intended that part of the proceed so the fund will be used to cover eligible payment under the contract for the [Services of armed security guards].
3. Pakistan Council of Scientific and Industrial Research (PCSIR) Labs Complex, Karachi (referred to as the Purchaser, read as PCSIR) invites sealed Bids (through EPAD system) from eligible bidders for **the services of armed private security guards** at PCSIR Laboratories Complex, Karachi.
4. The bidding shall be conducted in line with the [clause 36 (b) of PPRA rules (in the light of PPRA's S.R.O. 296(I)/2023 dated 27th February 2023) procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guide lines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
5. Bid must be accompanied by a Bid Security in an acceptable for minimum the

amount of **Rs. 500,000/-** in the name of Director General, PCSIR Laboratories Complex, Karachi.

6. The e-bids must be submitted through www.eprocurement.gov.pk.

The Director General, PCSIR. Off University Road, Karachi.

Phone: 021-99261921-22



Contents

PREFACEError! Bookmark not defined.

Invitation to Bids.....Error! Bookmark not defined.

SECTION II: INSTRUCTION TO BIDDERS (ITBs).....6

A. INTRODUCTION 7

B. BIDDING DOCUMENTS 10

C. PREPARATION OF BIDS 13

D. SUBMISSION OF BIDS 24

E. OPENING AND EVALUATION OF BIDS..... 26

F. AWARD OF CONTRACT 40

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM 44

G. MECHANISM OF BLACKLISTING 47

SECTION III: BID DATA SHEET Bid Data Sheet (BDS)50

A. Introduction 51

B. Bidding Documents..... 52

C. Preparation of Bids..... 52

D. Submission of Bids..... 54

E. Opening and Evaluation of Bids 54

F. Award of Contract 58

G. Review of Procurement Decisions 59

Section IV. Eligible Countries59

SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATION60

SECTION VI: STANDARD FORMS.....69

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT.....87

Definitions 88

Application and interpretation 91

Conditions Precedent 91

Governing Language 92

Applicable Law and Effectiveness of the contract 92

Country of Origin..... 92

Procuring Agency’s Responsibility 92

Prices 94

Payment..... 93

Performance guarantee 95

Procurement and Delivery 94

Inspections and Test 95

Installation of the System..... 96

Change Orders..... 98

Contract Amendments 98

Assignment 98

Sub-contracts..... 98

Delays in the Supplier’s Performance 99

Liquidated Damages..... 99

Termination for Default 100

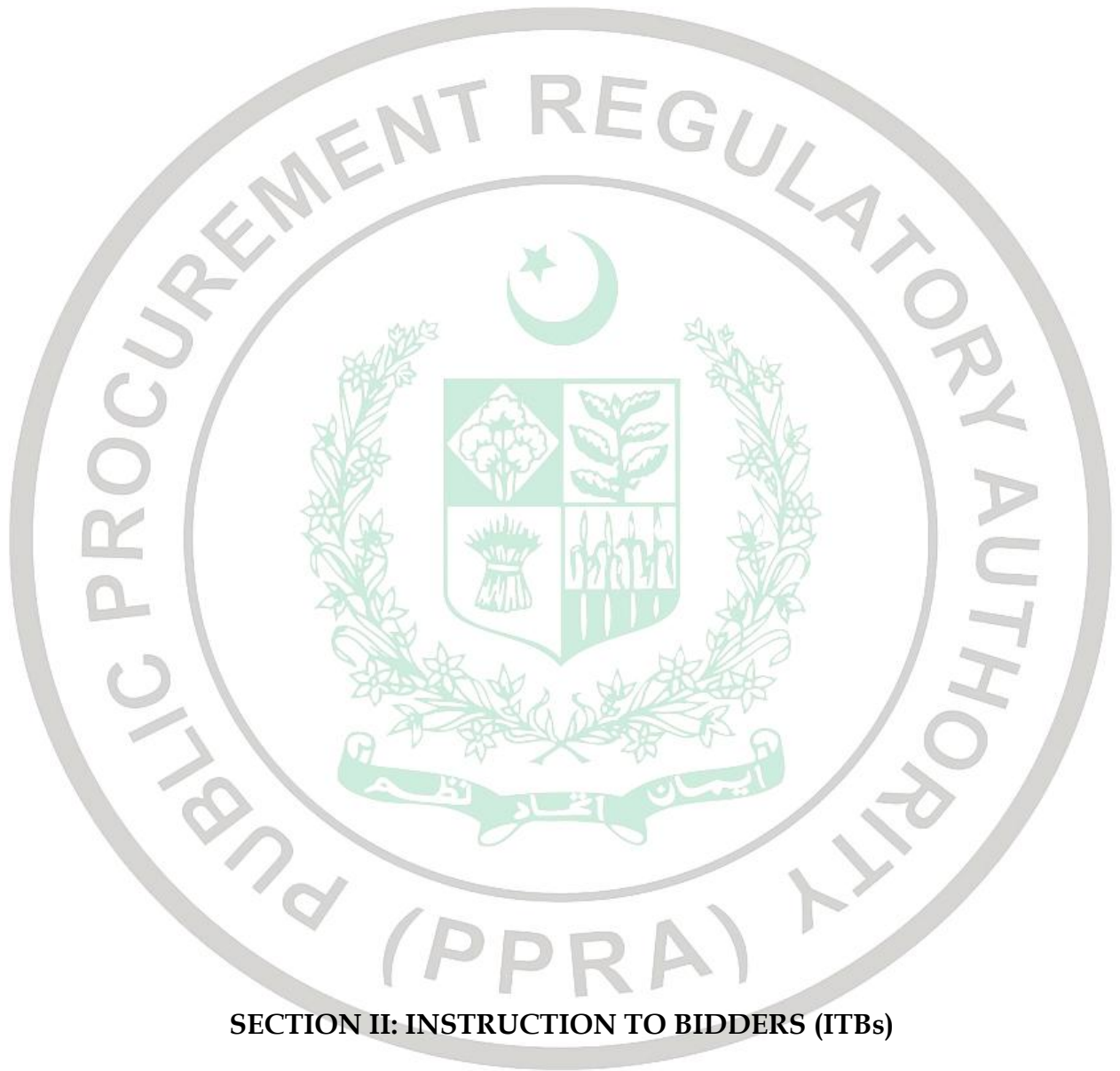
Termination for Force Majeure 101

Termination for Insolvency 102

Termination for Convenience..... 102

Disputes Resolution..... 103

Procedure for Disputes Resolution.....	103
Replacement of Arbitrator	104
Notices	104
SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)	105
Definitions (GCC 1).....	106
Governing Language (GCC 4).....	106
Applicable Law (GCC 5)	106
Country of Origin (GCC 6)	106
Scope of the System (GCC 7)	106
The Scope of the System is.....	106
The Supplier shall have the following additional responsibilities: <i>[as appropriate, insert: additional responsibilities; or state: "none"]</i>	106
The Procuring agency shall have the following additional responsibilities: <i>[as appropriate, insert: additional responsibilities; or state: "none"]</i>	107
Price (GCC 10)	107
Performance Guarantee (GCC 12)	109
Taxes and Duties (GCC 13).....	109
Copy Rights (GCC 14)	109
Software License Validity (GCC 15)	110
Confidential Information (GCC 16).....	110
Project Plan (GCC 17)	111
Sub-Contracting (GCC 18)	112
Documents (GCC 21)	113
Products Upgrade (GCC 22).....	113
Inspections and Tests (GCC 23)	113
Installations (GCC 24).....	113
Operational Acceptance Test (GCC 26)	113
Defect Liability (GCC 29).....	114
Intellectual Property Rights Indemnity	114
Insurance (GCC Clause 31).....	114
Related Services (GCC Clause 33)	115
Change Orders (GCC 34)	115
Assignment (GCC 36).....	115
Liquidated Damages (GCC Clause 39)	115
Procedure for Dispute Resolution (GCC Clause 45).....	115
Notices (GCC Clause 48).....	117
SECTION IX: CONTRACT FORMS.....	118
Form of Contract	119
Performance Security (or guarantee) Form.....	121
Integrity Pact.....	122
Evaluation Criteria.....	126



SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

<p>1. Scope of Bid</p>	<p>1.1</p>	<p>PCSIR Labs Complex, Karachi intends to hire the services of well reputed Security Company/Firm. The service is required for the period of three (03) years on yearly extendable basis after satisfactory performance of firms / agencies / companies.</p> <p>Sheet (BDS) invites electronic Bids for the provision of services as specified in the BD Sand Section V-Technical Specifications & Schedule of Requirements. The successful Bidders will be expected to deliver the services within the specified period and timeline(s) as stated in the BDS.</p>
<p>2. Source of Funds</p>	<p>2.1</p>	<p>PCSIR Labs Complex, Karachi has allocated funds towards the cost of "Hiring of Security Services" from its own resources.</p>
<p>3. Eligible Bidders</p>	<p>3.1</p>	<p>A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. 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 as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. (The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).</p>
	<p>3.2</p>	<p>The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.</p>
	<p>3.3</p>	<p>Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.</p>

	<p>3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.</p>
	<p>3.5 The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.</p>
	<p>3.6 Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.</p>
	<p>3.7 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the information systems to be procured under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or

		<p>e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or</p> <p>f) Submit more than one Bid in this Bidding process.</p>
	3.8	<p>A Bidder may be ineligible if –</p> <p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	<p>Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.</p>
	3.10	<p>Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.</p>
	3.11	<p>Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever</p>

		the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
4. One Bid per Bidder	4.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	4.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	4.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
5. Cost of Bidding	1.	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

6. Contents of Bidding Documents	7.1	<p>The Contents of the Bidding Documents listed below should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p>Section I -Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements</p> <p>Section VI Forms - Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms</p>
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS .
	7.4	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and

		same editable version to facilitate the bidder for filling the forms.
	7.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
7. Clarification of Bidding Documents, Pre-Bid Meeting and Site Visit	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS
	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 23.1 . However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9 .
	8.5	If indicated in the BDS , the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS . During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source)

		and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9 . Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
	8.7	The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
	8.8	The Procuring Agency will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Procuring Agency adequate notice of a proposed visit of at least seven (07) days. Alternatively, the Procuring Agency may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.5. Failure of a Bidder to make a site visit will not be a cause for its disqualification
	8.9	No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.
8. Amendment of Bidding Documents	9.1	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 or pre-bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS:

		Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	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: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

9. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
10. Documents Constituting the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: - <ul style="list-style-type: none"> a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized

		<p>by the manufacturer to deliver the goods and services making Information System into Pakistan, where required and where the supplier is not the manufacturer of those goods and service making Information System;</p> <p>e) Documentary evidence established in accordance with ITB 12 that the goods and services making Information System to be supplied by the Bidder are eligible, and conform to the Bidding Documents;</p> <p>f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18;</p> <p>g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</p> <p>h) Any other document required in the BDS.</p>
<p>11. Documents Establishing Eligibility of the Information System and Conformity to Bidding Documents</p>	12.1	<p>Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and services making information system which the Bidder proposes to deliver.</p>
	12.2	<p>The documentary evidence of the eligibility of the Information System shall consist of a statement in the Price Schedule of the country of origin of the goods and services making Information System offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p>
	12.3	<p>The documentary evidence of conformity of the goods and services making Information Systems to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p>a) a detailed description of the essential technical specifications and performance characteristics of the Goods;</p> <p>b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating</p>

		<p>substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</p> <p>c) any other procurement specific documentation requirement as stated in the BDS.</p>
	12.4	<p>For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
	12.6	<p>The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.</p>
12. Documents Establishing Eligibility and Qualification of the Bidder	13.1	<p>Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.</p>
	13.2	<p>The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".</p>
	13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that:</p> <p>a) in the case of a Bidder offering to supply and install Information System under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer</p>

	<p>or producer to supply and install the information system in Pakistan;</p> <p>b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.</p> <p>c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
13.4	<p>The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:</p> <p>a) the Bidder's technical bid, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System;</p> <p>b) an item-by-item commentary on the Procuring Agency's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;</p> <p>c) Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the</p>

		<p>human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Procuring Agency and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;</p> <p>d) a written confirmation that the Bidder accepts responsibility for the successful integration and interoperability of all components of the Information System as required by the Bidding Documents.</p>
13. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
14. Bid Prices	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Schedule of requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ol style="list-style-type: none"> a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids,

		the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	<p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <p>a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad):</p> <p>i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</p> <p style="padding-left: 40px;">A. on the components and raw material used in the manufacturing or assembly of goods quoted ex-works or ex-factory;</p> <p style="padding-left: 40px;">or</p> <p style="padding-left: 40px;">B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf.</p> <p>ii) all applicable taxes which will be payable on the goods if the contract is awarded.</p> <p>iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS.</p> <p>iv) the price of other (incidental or allied) services, if any, listed in the BDS.</p> <p>b) For goods offered from abroad:</p>

	<p>i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or</p> <p>ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or</p> <p>iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS.</p> <p>iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS.</p> <p>v) the price of (incidental) services, if any, listed in the BDS.</p>
15.7	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: -</p> <p>a) For Goods: -</p> <p>i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS</p> <p>ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p>

		<p>b) For Related Services</p> <p>i) The price of the related services, and</p> <p>ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p>
	15.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 29 .
	15.9	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
15. Bid Currencies	16.1	<p>Prices shall be quoted in the following currencies:</p> <p>a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS.</p> <p>b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country.</p>
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	The Currency of the Contract shall be Pakistani Rupee unless otherwise stated in the BDS.

<p>16. Bid Validity Period</p>	<p>17.1</p>	<p>Bids 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 security or bid securing declaration as the case may be.</p>
	<p>17.2</p>	<p>Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 18 in all respects.</p>
	<p>17.3</p>	<p>If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.</p>
<p>17. Bid Security or Bid Securing Declaration</p>	<p>18.1</p>	<p>Pursuant to ITB 11, unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms).</p>
	<p>18.2</p>	<p>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 security's forfeiture, pursuant to ITB 18.9.</p>

	18.3	<p>The Bid Security shall be denominated in the local currency, and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> a) Bank Draft; b) Bank Deposit; or c) another security if indicated in the BDS
	18.4	<p>The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Bid submission.</p>
	18.5	<p>The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked.</p>
	18.6	<p>Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 29.</p>
	18.7	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) the rejection by the Procuring Agency of all Bids;

		(d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 42 , or furnishing the performance guarantee, pursuant to ITB 43 .
	18.9	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 on the Form of Bid except as provided for in ITB 17.2 ; or ii) does not accept the correction of errors pursuant to ITB 31.2 ; or b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract in accordance with ITB 42 ; or ii) to furnish performance security (or guarantee) in accordance with ITB 43 .
18. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS . If so allowed, ITB 19.2 shall prevail.
	19.2	When alternative schedule for supply and installation of Information System is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for Information System.
	19.3	If so allowed in the BDS , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the

		basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
19. Withdrawal, Substitution, and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
20. Format and Signing of Bid	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

D. SUBMISSION OF BIDS

21. Sealing and Marking of Bids	22.1	Single Stage Two Envelope Procedure
--	------	-------------------------------------

		Same procedure as of above-mentioned procedure, follow the instruction to submit ebids through www.eprocure.gov.pk through company's logging/ password.
22. Deadline for Submission of Bids	23.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS .
	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9 , in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
23. Late Bids	24.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23 .
	24.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
24. Withdrawal, Substitution, and Modification of Bids	25.1	A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Procuring Agency prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).
	25.2	The Bidder modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 21 and 22 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL" as appropriate. The notice may also be sent by electronic, telex and facsimile, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
	25.3	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 25.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.

	25.4	Bidders may only offer discounts to or otherwise modify the prices of their Bids by substituting Bid modifications in accordance with this clause or included in the original bid submission.
	25.5	No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidders forfeiture of its Bid Security or execution of the Bid Securing Declaration.
	25.6	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 25.

E. OPENING AND EVALUATION OF BIDS (through EPADS only)

25. Opening of Bids	26.1	The Procuring Agency will open all Bids, in public, 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 a register as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to

		request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-

		read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24 .
	26.11	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 whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	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 persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the

		Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31 .
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid 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 in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed;

		<p>d) is accompanied by the required securities; and</p> <p>e) is substantially responsive to the requirements of the Bidding Documents.</p> <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	29.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <p>a) affects in any substantial way the scope, quality, or performance of the Services;</p> <p>b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or</p> <p>c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</p>
	29.3	<p>The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.</p>
	29.4	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p><i>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services</i></p>

		<p><i>being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <p>(a) <i>Submit the number of copies of signed bids required by the invitation;</i></p> <p>(b) <i>Furnish required information concerning the number of its employees;</i></p> <p>(c) <i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i></p>
	29.5	<p>Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
	29.6	<p>Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.</p>
	29.7	<p>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.</p>
30. Examination of Terms and Conditions; Technical Evaluation	30.1	<p>The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.</p>

	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22 , to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	30.3	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 29 , it shall reject the Bid.
31. Correction of Errors	31.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit 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. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	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, shall be considered as binding

		upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 18.9 .
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS .
33. Evaluation of Bids	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29 .
	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.2	The Procuring Agency's evaluation of a Bid will take into account: <ul style="list-style-type: none"> a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder; b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and

	<p>33.3 The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.</p>
	<p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 32.5:</p> <ul style="list-style-type: none"> a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) deviations in payment schedule from that specified in the Special Conditions of Contract; d) the cost of components, mandatory spare parts, and service; e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; f) the projected operating and maintenance costs during the life of the equipment; g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the TBS and/or in the Technical Specifications.
	<p>33.5 For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS:</p> <p>(a) <i>Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i></p> <p>Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of</p>

entry/border point to Project Site named in the **BDS** will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price.

(b) Delivery schedule.

i) Services should be delivered within thirty (30) days after the signing of contract.

(ii) Extension will only be granted for 30 days(Once), after examining the case subject to approval from Competent Authority. In case of failure in delivery Earnest Money will be forfeited and company will be blacklisted.

(c) Deviation in payment schedule.

i) Bidders shall state their Bid price for the payment schedule outlined in the **SCC**. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.

Or

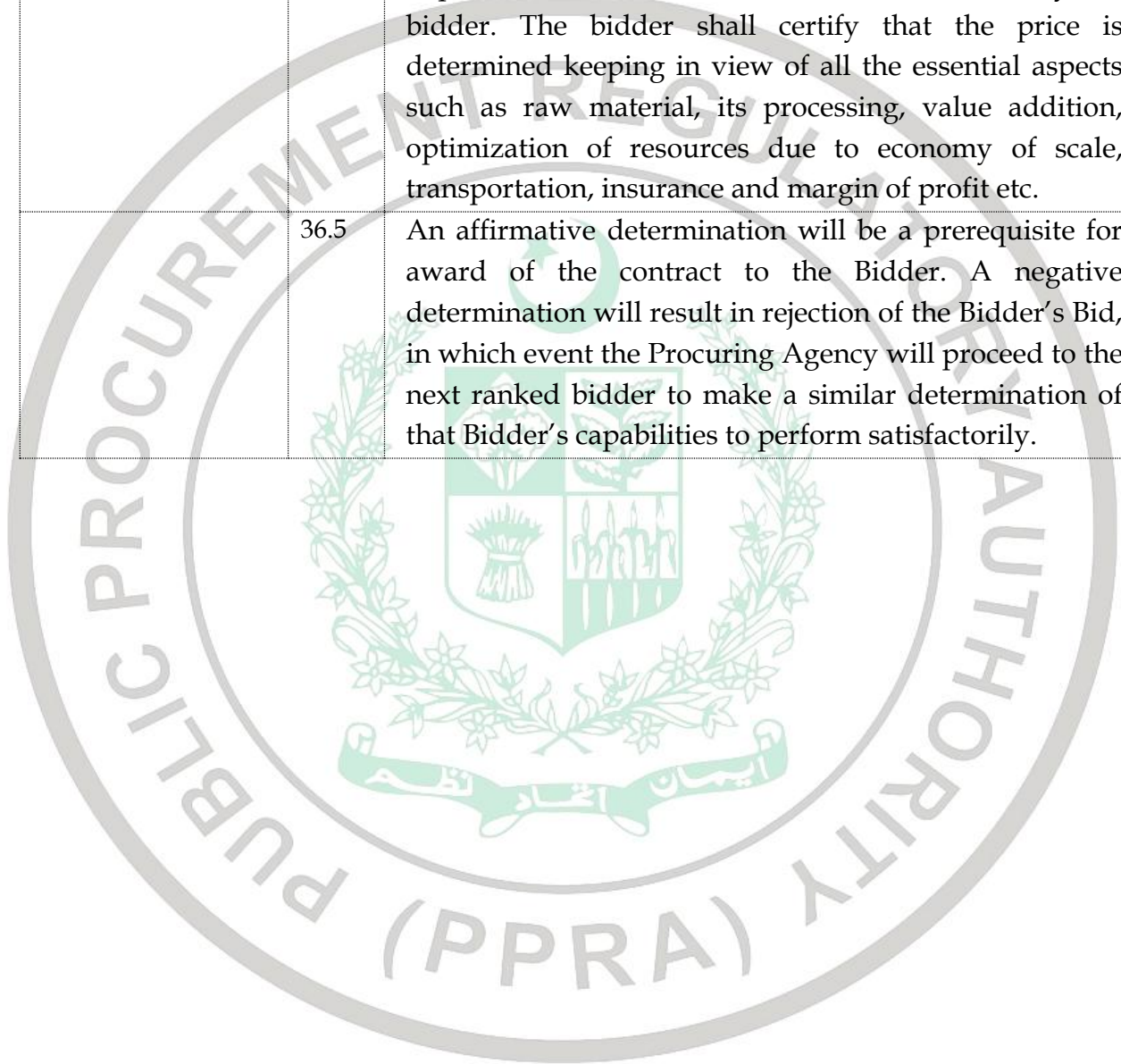
ii) The **SCC** stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from the schedule and if such deviation is considered acceptable to the

		<p>Procuring Agency, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.</p> <p>(d) <i>Specific additional criteria.</i></p> <p>Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.</p>
	33.6	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS .
34. Domestic Preference	34.1	If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
35. Determination of Most Advantageous Bid	35.1	In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.

	35.2	<p>The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:</p> <ul style="list-style-type: none"> i. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or ii. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods: <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p>
36. <i>Abnormally Low Financial Proposal</i>	36.1	<p>Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ul style="list-style-type: none"> (a) The Procuring Agency may reject a Bid if the Procuring Agency 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 (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; (b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account

		<p>of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;</p> <p>(c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;</p> <p>(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and</p> <p>(e) An abnormally low Bid means, in the light of the Procuring Agency’s estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p>Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <p>(i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</p>
36.2		<p>The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.</p>
36.3		<p>The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate.</p>

		Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.4	<p>Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract.</p> <p>Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</p>
	36.5	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.



F. AWARD OF CONTRACT

<p>37. Criteria of Award</p>	<p>37.1</p>	<p>Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
<p>38. Negotiations</p>	<p>38.1</p>	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; <p>or</p> <ul style="list-style-type: none"> (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	<p>38.2</p>	<p>Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.</p>
<p>39. Procuring Agency's Right to reject All Bids</p>	<p>39.1</p>	<p>Notwithstanding ITB 37, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or</p>

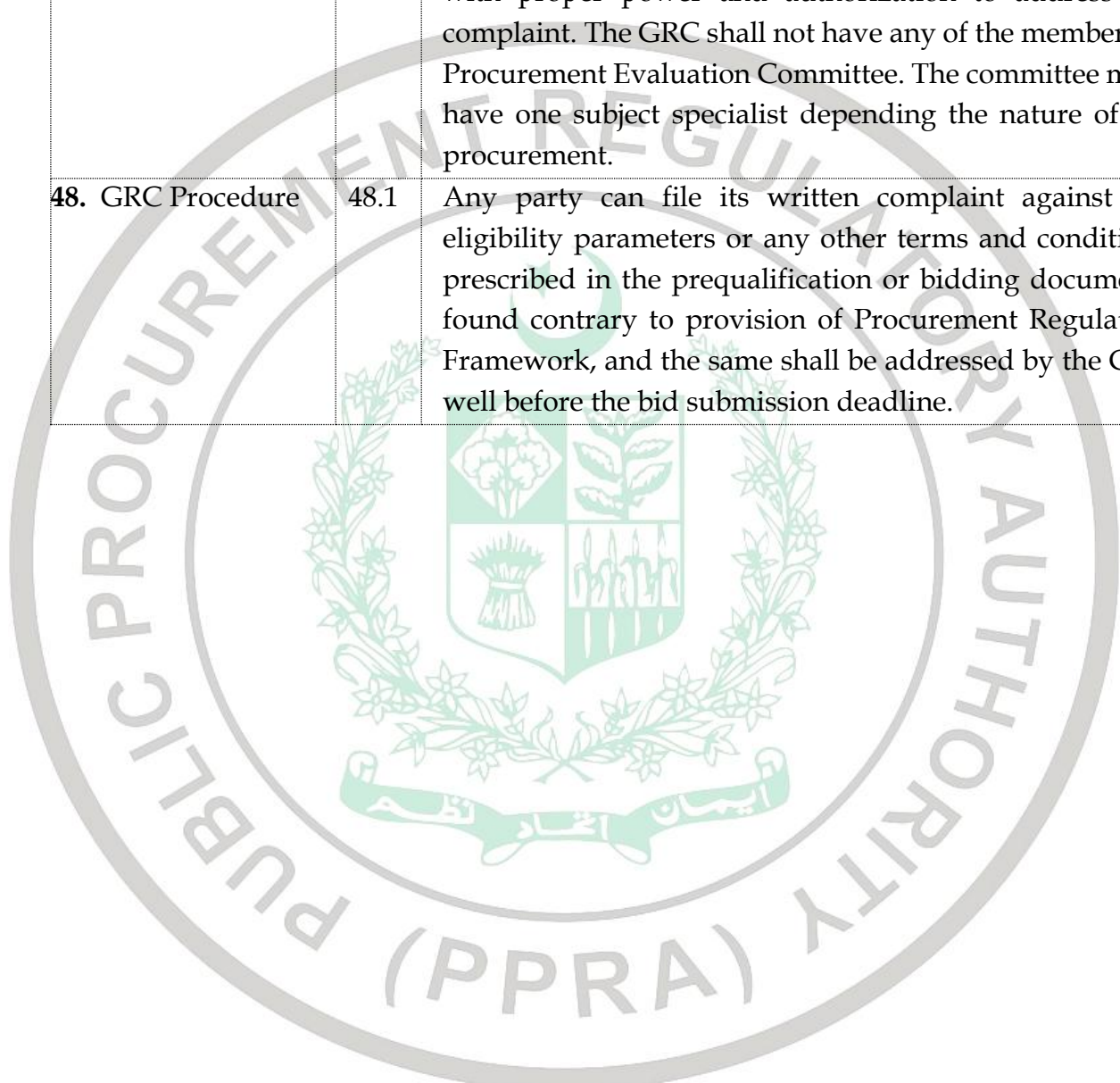
		Bidders. However, the Authority (i.e. PPRa) may call from the Procuring Agency the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. 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).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance guarantee in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2 .
	41.4	Upon the successful Bidder's furnishing of the performance security guarantee pursuant to ITB 43 , the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to ITB 18.7 .

42. Signing of Contract	42.1	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.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all condition's precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	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.
	43.2	<p>If the Performance Security Guarantee is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company.

		Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 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.
44. Advance Payment	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2 .
	44.2	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS . The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC .
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC .
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

**F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW
MECHANISM**

47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization 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.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.



	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	<p>In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:</p> <p>Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p>
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.

	48.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

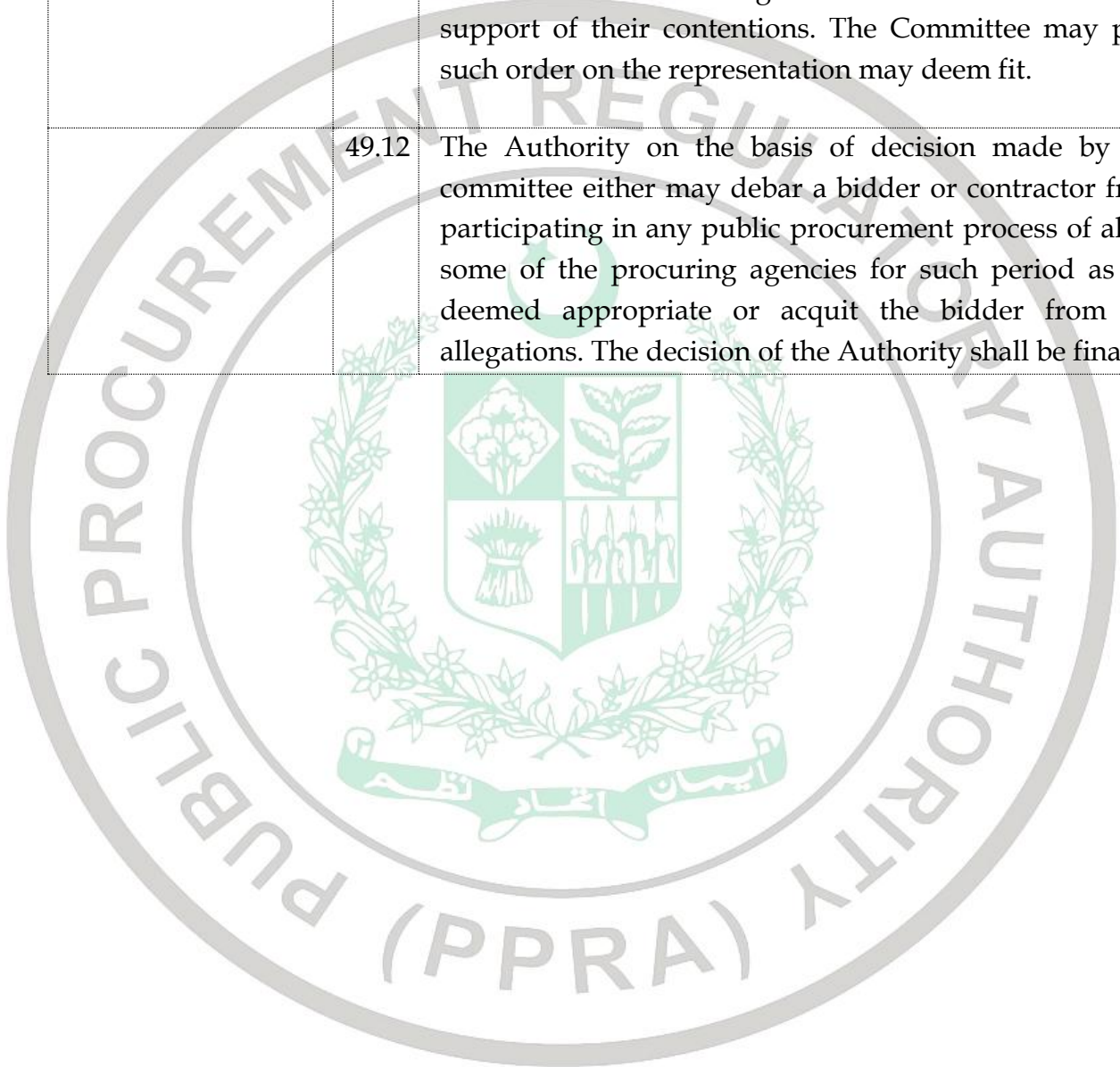


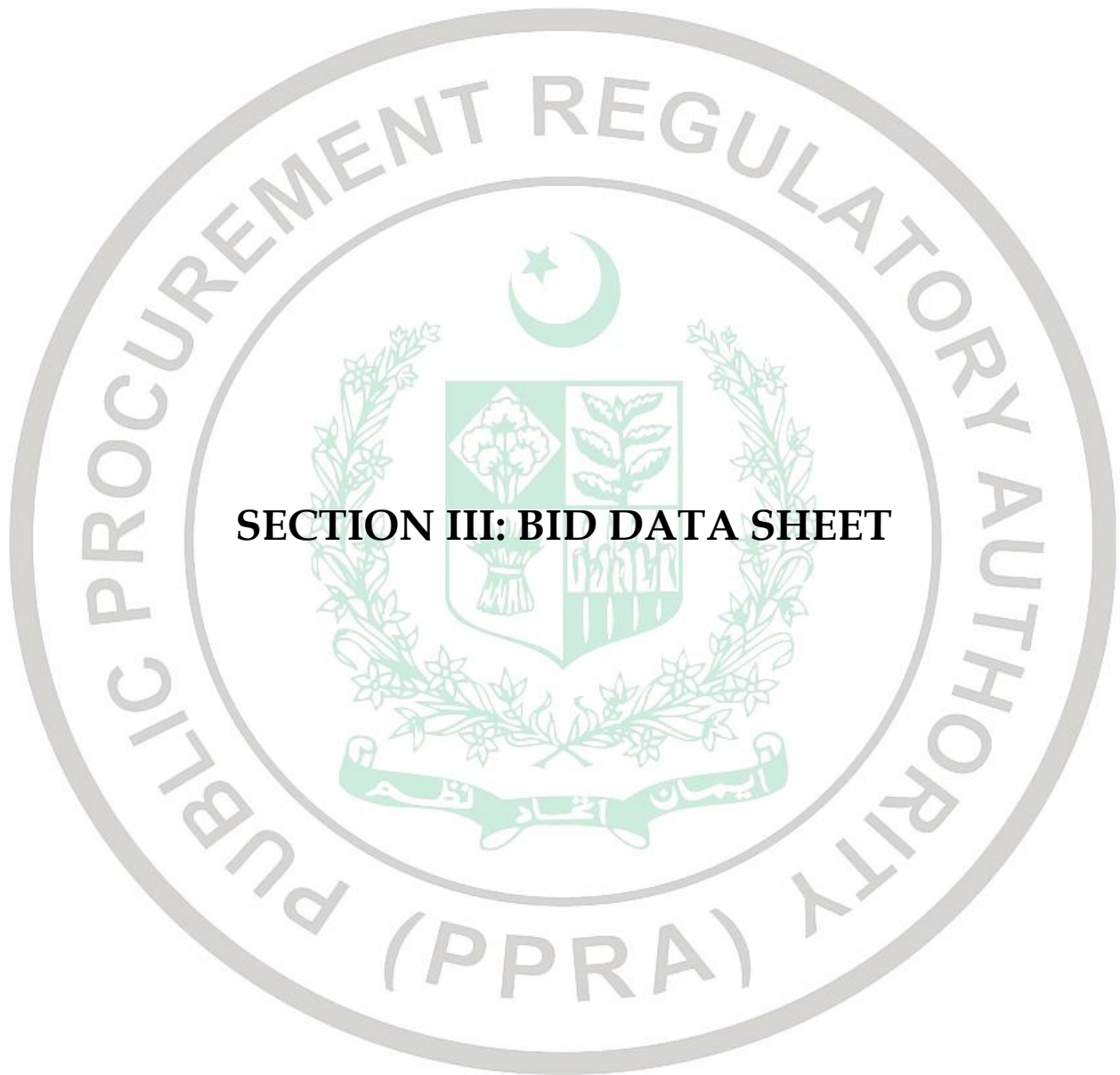
G. MECHANISM OF BLACKLISTING

49. Mechanism of Blacklisting	49.1	<p>The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ol style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration;
	49.2	<p>The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p>
	49.3	<p>The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</p>
	49.4	<p>In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.</p>
	49.5	<p>In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p>

	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	49.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The Procuring Agency shall communicate to the bidder or contractor the order of debaring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition

	49.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.





SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

The following specific data for the Information System to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

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: Pakistan Council of Scientific & Industrial Research (PCSIR)</p> <p style="text-align: center;">The subject of procurement is: Hiring of Services of Security Guards</p> <p style="text-align: center;"><u>Period for delivery of services: within 30 days</u></p>
2.	2.1 & 2.2	<p>Financial year for the operations of the Procuring Agency: [2025-26 to 2028-29]</p> <p>Name of Project: Nil</p> <p>Name of financing institution: Pakistan Council of Scientific & Industrial Research (PCSIR)</p>
3.	3.1	Joint Venture is not applicable
4.	4.6	Demonstration of authorization by manufacturer: NA

B. Bidding Documents

5.	5.1	The number of documents to be completed and Returned is one origin a land [1]
6.	6.1	The address for clarification of Bidding Documents is [Through EPAD/Email: directorpndkcl@gmail.com]
	6.2	Pre-bid meeting may be held on the request of bidders (as per ITB clause 8) Hiring of Services for Security Guards

C. Preparation of Bids

7.	7.1	The Language of all correspondences and documents related to the Bid is: <i>[English]</i>
8.	8.1 (a)	Detail of sample(s) to be submitted with the Bid are: NA
	8.1(h)	In addition to the documents stated in ITB 11 , the following documents must be included with the Bid <i>[insert: list of documents]</i>
9.	9.3 (c)	Other procurement specific documentation requirements are: <i>[specify the requirements]</i> .
10.	10.1	-.
11.	11.3 (b)	The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: <i>[list criteria]</i> .
12.	15.6 (a) (iii), (iv) (optional)	For goods making information Systems manufactured from within Pakistan the price quoted shall be . <i>[Specify EXW and whether prices for inland transportation and price of incidental services must be quoted in addition to EXW.]</i>
13.	15.6 (a) (i) & 15.6 (b) (i)	For goods offered from abroad the price quoted shall be: <i>[insert]</i> <i>[Select, in accordance with the Schedule of Requirements and place of destination as per Applicable INCOTERM i.e., CIF]</i>

	(ii), (iii) (optional) (iv), (v) (optional)	<p><i>named port of destination or CIP border point or CIP named place of destination etc.]</i></p> <p><i>[Specify whether FOB or FCA prices (or other terms, CFR or CPT) are required pursuant to ITB 15.7 (b) (ii) or (iii).]</i></p> <p><i>[Specify whether prices for inland transportation and prices of incidental services, pursuant to ITB 15.7 (b) (iv) and (v), must be quoted in addition to the above Applicable INCOTERM prices.]</i></p>
14.	15.8	The price shall be fixed.
15.	16.1 (a)	<p>a) For Information System originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i>;</p> <p>b) For Information System originating outside Pakistan, the Bidder shall express its Bid in any convertible currency.</p>
16.	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
17.	17.1	The Bid Validity period shall be 90 days.
18.	18.1	<p>The amount of Bid Security shall be as specified in "Invitation to Bids"</p> <p>The currency of the Bid Security shall be: Pak Rupees. Or Indicate whether Bid Securing Declaration is applicable <i>[insert "Yes" or "No"]</i></p>
19.	18.3	The Bid Security shall be in the form of: Call Deposit/Pay Order
20.	18.3 (c)	Other forms of security are: <i>[insert other forms if required]</i>
21.	19.1	Alternative Bids to the requirements of the Bidding Documents shall not be permitted

22.	21.1	The number of copies of the Bid to be completed and returned shall be 01.
23.	21.2	Written confirmation of authorization are: <i>[list acceptable confirmation of authorizations]</i>

D. Submission of Bids

24.	22.2 (a)	Bid shall be submitted to PCSIR LABS COMPLEX, Shahrah-e-Dr. Saleem-uz-Zaman Siddique Road, Off University Road, Karachi
25.	22.2 (b)	Title of the subject Procurement or Project name: ITB title and No: <i>[insert IFB title and number]</i> Hiring of Services of Security Guards Tender-2/PCSIR-KLC/Security/26 Time and date for submission: <i>[insert time and date]</i>
26.	23.1	The deadline for Bid submission is a) Day : <i>[insert day]</i> b) Date: <i>[insert date]</i> c) Time: <i>[insert time]</i>

E. Opening and Evaluation of Bids

27.	26.1	The Bid opening shall take place at: PCSIR LABS COMPLEX, Shahrah-e-Dr. Saleem-uz-Zaman Siddique Road, Off University Road, Karachi
28.	32.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>[PKR Rupees]</i> The source of exchange rate shall be State Bank of Pakistan The date of exchange rate shall be the opening date of the bid

29.	33.5 (b) Option (i) Option (ii) Option (iii)	Delivery schedule. 30 days, delay will be dealt under the PPRA' rules.
30.	33.5 (c) (ii)	Deviation in payment schedule is not applicable Annual interest rate [<i>insert rate</i>]
31.	33.5 (d)	Cost of spare parts.
32.	33.5(e)	Service facilities in Pakistan. The bidder must have an office with an appropriate number of technical staff in Karachi. Either have spare security guards or own the responsibility to arrange the required ones promptly within 24hrs of intimation. <i>[Specify minimum service facilities and parts inventories or reference to the Technical Specifications.]</i>
33.	33.5 (f)	Operating and maintenance costs. Factors for calculation of the whole life cost: i) number of years for whole life cycle <i>[it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods];</i> ii) operating costs <i>[e.g., fuel and/or other input, unit cost, and annual and total operational requirements];</i>

		<p>iii) maintenance costs [e.g., spare parts – without duplication of above 32.5 (d) requirements – and/or other inputs]; and</p> <p>iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.</p> <p>or</p> <p>Reference to the methodology specified in the Technical Specifications or elsewhere in the Bidding Documents.</p>
34.	33.5 (g)	<p>Performance and productivity of Information System.</p> <p><i>[Specify the applicable procedure and the adjustment factor (in the currency used for Bid evaluation, as applicable), as required.]</i></p>
35.	33.5 (h)	<p>Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. <i>[specify]</i></p>
36.	33.6	<p>In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is <i>[insert the methodology]</i></p>
37.	34.1	<p>a) Domestic preference to apply.</p> <p>or</p> <p>Domestic preference not applicable. <i>[Delete the non-applicable option.]</i></p> <p>Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.</p>
38.	35	<p>Evaluation Techniques Quality and Cost Based Selection (QCBS)</p>

		<p>In such combination, there shall be some specific weightage of both the technical features (such as prescribed in ITB 35.2) and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The highest ranked bid shall be declared, on the basis of combined evaluation.</p> <p>Explanation: No weightage shall be given to the qualification parameters such as capacity and capability of the bidder (i.e. Manufacture or authorized supplier), for the purpose of rating. Any such weightage shall only be attributed to the quality parameter of the product to be procured.</p> <p>In case of QCBS technique, the weightage to determine the ranking of the bidders shall:</p> <ol style="list-style-type: none"> a) Not be more than 40 percent for the technical parameters of the product; and b) not less than 60 percent for the financial aspect. <p>Aspects for Ranking the Quality of the Product</p> <p><i>(Editable based on the professional expertise of that particular trade)</i></p> <p>The Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, may requires the following parameters to be evaluated while determining the quality of the goods:</p> <ol style="list-style-type: none"> (a) Additional Functionalities (or priority requirements); (b) Factors of sustainable procurement (e.g. environmentally friendly products); (c) Efficiency of the machinery having minimum losses; (d) Additional Safety Features; (e) GPS Facility in case of portable equipment; (f) Closeness of upper/lower ceiling for such specification's having certain ranges;
--	--	--

		<p>(g) Lower Value of Least Count Error;</p> <p>(h) Earthquake related OBE (Operation Basis Earthquake) and SSD (Safe Shut Down) Earthquake features;</p> <p>(i) Incidental services such as installation and/or commissioning facilities offered by the manufacturer/authorized dealer;</p> <p>(j) Longer Warranty period, after sale service, and/or post installation/commissioning support; and/or</p> <p>(k) Testing facilities at site etc.</p> <p>(l) Cost of components, mandatory spare parts, and service;</p> <p>(m) the availability in Pakistan of spare parts and after-sales services for the equipment offered in the bid;</p> <p>(n) the projected operating and maintenance costs during the life of the equipment;</p> <p>the performance and productivity of the equipment offered; and/or</p>
F. Award of Contract		
i.	40.1	Percentage for quantity increase or decrease is [<i>Will be decided by Financial Evaluation Committee</i>].
ii.	43.1	The Performance Guarantee shall be 10 percent of the yearly Contract Price. Further details as per TDS
iii.	43.2	The Performance Guarantee shall be in the form of Bank Guarantee
iv.	44.1	The Advance Payment if essential shall be limited to [20%percent of the Contract Price]. No advance Payment
v.	44.2	Maximum amount of Advance payment shall be 20% of contract value
vi.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

48 (A). 45.2 Payment Schedule

S No.	Payment Schedule
1	Payment will be made on monthly basis by PCSIR Labs. Karachi through cheque within 30 days after submission of invoice and other required documents by the company

Note 1: Successful bidder has to provide Performance Bond @ 10% in the shape of bank guarantee at the time of signing the contract for 12 months. Earnest money will be released immediately after providing performance security guarantee at the time of contract.

G. Review of Procurement Decisions

vii.	48.1	The address of the Procuring 1-constitution avenue, G-5/2, Islamabad.
	48.6	The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL). information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>



SECTION V: TECHNICAL SPECIFICATION

1. (a) Name of Services with Specification to be Delivered at PCSIR Laboratories Complex, Karachi

Hiring of Services of Security Guards

1 Aim: To establish foolproof security arrangements to ward off any subversive / untoward incident at PCSIR Karachi premises. The following is the scope of work to be performed if hired for provision of security services for PCSIR, Karachi.

a. SECURITY GUARDS

- I. A minimum of 13-armed guards, with the option to increase the number based on operational requirements, as and when required
- II. The security company shall provide Security Guards as per the requirement at the designated location(s) to provide security cover, and Security Guards with the agreed ammunition such as Automatic / Semi-automatic / rapid-fire weapon as per given schedule of duty timing.
- III. The company shall provide and ensure that each guard on duty has received and understood written instructions of basic duties and has the following in his possession:
 - i. Company Card and copy of Computerized National Identity Card (CNIC).
 - ii. Heavy Duty Torches for Security Guards on evening and night duties.
 - iii. Whistles for guards.
 - iv. Complete Uniform with all accessories i.e. Belts, Caps, Shoes. Decoration over the Uniforms for the Security Guards Deputed at the visible Locations within campus, main gate, or the Barriers.
 - v. Jackets for Security Guards during Winter Season
 - vi. Weapon(s) with ammunition of agreed kind and quality to be provided to the duty security guard
- IV. The Guard will be called “Standing Security Guard” and will remain alert, patrolling, and vigilant throughout their duty hours, and any mishap will be the responsibility of the security company under all circumstances.
- V. The company shall be bound to execute the directives of OIC (Security & Safety) PCSIR, Karachi, which will be conveyed to the company through Email, WhatsApp message / SMS or Letter etc.
- VI. The company shall be responsible to provide satisfactory services at all key points at required locations’ premises with the following conditions:
 - i. The company shall maintain extra guards to be readily available with the company as the substitute for the supervisors/Guards who become absent /short/sick at the company’s own enrollment
 - ii. The company shall deploy preferably young, energetic, smart, and healthy, well trained ex-armed forces personnel (mandatory for supervisors and preferable for security guards) or well-trained civilians with perfect turnout, smart uniform

and fully competent to meet security requirements / demands at sensitive/vulnerable points in consultation with OIC (Security & Safety) PCSIR, Karachi

iii. Upon unsatisfactory performance of the supervisor/guards as determined by OIC (Security & Safety) PCSIR, Karachi, the contract agreement shall be terminated by giving one month's (calendar month) notice to the Security Company. Unsatisfactory performance includes:

- Unable to provide desired number of security guards / supervisors / lady searchers. • Absence of Security Guard(s) from duty
- Non-Attendance of office on scheduled / prescribed time.
- Casual performance of duty by Security Guard(s)
- During the period of agreement, the responsibility of any loss and tangible or intangible damage due to unsatisfactory performance of the security company.
- Non-reporting of major incidents to the authorized Office of PCSIR within time, that occurs within the premises of PCSIR Karachi.
- Frequent non-compliance of the agreed terms under the contract such as unavailability of the required ammunition, dress code, whistles, torches etc. OIC Security & Safety, PCSIR, Karachi will prepare a final report on this.

VII. Daily attendance shall be marked as per the approved attendance system of PCSIR Karachi. Security Company head office shall also submit the Daily Attendance Sheet. Month wise bill be submitted to PCSIR Karachi, on 1st week of every month regularly.

VIII. The guard services must be on 12hr shift basis according to labor laws each day with different guard at each shift shall be provided by the company

IX. The company of active performance of duties by the security guards and working of mechanical security system round the clock, seven days a week even on holidays and shall maintain a supervisory network of its own to ensure presence.

X. The guards should be trained and capable enough to handle the situation including, but not limited to bomb blasts, earthquakes, events of fire, etc.

XI. The company will have to provide licensed automatic weapons as mentioned below. The security guards must have a lawful authority of having requisite arms with trainings to use the same.

XII. The security agency and duty guards will be bound to execute the directives of OIC-Security, PCSIR-KLC.

b. Mechanical Security System:

- I. The company shall ensure following Mechanical System during the execution of the Security Services:

Sr. No	Equipment	Location	Frequency	Min. Qty.
1	Hand-Held Metal Detectors	Main Gate	Regular	02
2	Heavy Duty Torches	Night Duty Guards	Regular	08
3	Under Carriage Car Search Mirror	Main Gate	Regular	01
4	Patrolling Bike	Main Gate	Regular	01
5	Walkie Talkies Intercommunication System	Duty Guards	Regular	8
6	Pistol 9mm, each with 02 loaded magazine	Supervisor	Regular	01
7	222/223 Semi-automatic rifle, each with 02 loaded magazine	Duty Guards	Regular	07

- II. The company shall provide its above listed equipment updated, and in good quality and condition and ensure its proper activation / operation throughout the period of contract agreement.
- III. The company shall be liable to ensure required maintenance of the above listed equipment, clear all legal obligations which ever required such as Licenses, Registration etc.
- IV. During the period for which the equipment is taken out for repair or replacement, the company shall provide its replacement of the same nature, quality and condition, without affecting security services.
- V. The company shall ensure activation of the equipment round the clock, seven days a week, without any interruption.
- VI. The possible use of all equipment listed above will be defined in a mutually agreed Standing Operation Practices to be devised at each location.
- VII. The company shall comply with all the instructions as and when given by OIC Security & Safety, PCSIR Karachi regarding services and use of all equipment.

2. The guard's duties shall inter Alia include the following:

- 2.1 Prevention of entry into offices /installation premises trusted in the charge of the company, of any person not authorized by PCSIR or any person who lacks proper identification or intrudes the secured premises.
- 2.2 Prevent pilferage of any item(s) /equipment/property belonging to PCSIR Karachi by default from the premises placed under the charge of the company as per written instructions issued by OIC Security & Safety, PCSIR, Karachi.
- 2.3 A proper inventory list will be prepared and checked by both the parties or any part of property/asset will not be removed without a proper gate pass.
- 2.4 Inform promptly and accurately, to OIC Security & Safety, PCSIR, Karachi of any occurrence detrimental to the security of the installation premises and property of PCSIR Karachi placed under charge of the company.
- 2.5 To take proper action in case of emergencies like:
 - a. Fire, rising of alarm and proper communication to fire brigade and officer in charge of the installation and arrange rescue activities.
 - b. Law and order situation will be promptly reported to the local police station, OIC Security & Safety of PCSIR and the security company head office of the company for appropriate action. All entry points shall be closed under such situation.
 - c. To carry out daily checking of all security lights, entry points and locked premises for their effectiveness after office hours or on closed holidays.
 - d. Patrolling/picketing the installation as per specific written orders peculiar to the installation prepared by the company and approved by OIC Security & Safety of PCSIR.
 - e. To properly brief the relieving guard, about any situation concerning the security.
- 2.6 The guard shall perform duties including security of PCSIR Karachi personnel, installations, its tangible property and fire fighting in any eventuality of a fire disaster or any other likely attack by the human being or group of human beings.
- 2.7 During the validity of the contract agreement, in case damage occurs to the property or personnel of PCSIR Karachi and due to outbreak of fire or any other eventuality caused by the negligence of the security guards, the company shall be wholly responsible and liable for paying for such losses occurred to PCSIR Karachi, as a result of their negligence, to be decided by a committee consisting of representatives, in equal number of both the parties, which will decide the matter after considering the following:
 - a. Negligence of security guards amounting to an act of omission or commission as a result to which loss occurs as enlisted in the indemnity clause.
 - b. Negligence of guards in case of the fire, or other disaster, which is caused by any act omission and commission of security guards.

- c. Any fire/disaster, which erupts from outside as a result of any calamity and accident and is beyond the control of security guards, will not fall under the indemnity clause.
- d. The Company shall notify its representatives who will be contracted for immediate replacement in the event of unsatisfactory performance of deputed personnel.

3. PENALTY

- 3.1 The Security Company is bound to provide guards on every cost for sensitive areas, in case of any loss due to lapse Security Company will be held responsible.
- 3.2 In the event of any tangible damage or loss to PCSIR Karachi due to a security lapse, OIC Safety & Security, PCSIR Karachi will prepare a detailed report to determine liability. This report will be submitted to the Competent Authority for review. If deemed necessary, the Competent Authority may establish a committee, including representation from the Security Company, to investigate the matter and assign responsibility. In all cases, the decision of the Competent Authority shall be final and binding.
- 3.3 In case of any theft/damage at go down premises, the security company will be held responsible to pay the entire losses to PCSIR Karachi as determined by the Committee constituted by the Competent Authority.
- 3.4 Overage and underage guards will not be accepted for duty and no salary shall be paid for them.
- 3.5 In case of placement of inefficient guard/placement of, lethargic guards, guards without proper uniform, PCSIR Karachi reserves the right to impose penalty up to Rupees 1,000/- per guard.

4. Human Resource

Staff will work according to the table provided below by OIC Security & Safety, PCSIR Karachi at designated location(s). This could be adjusted according to the future requirements of the organization.

Security Guards Requirement

Location	Day Guard	Night Guard	Total required
PCSIR Labs and Campus	5	7	12

Security Supervisors Requirement

Location	Day	Night	Total required
PCSIR Labs and Campus	0	1	1

- The deployed HR wages/salary shall not be in violation of current minimum wages set by the Government of Pakistan.

5. Confidentiality

The company shall ensure that all employees performing services do not, at any time during or after the validity of the contract, disclose any information related to the affairs of PCSIR Karachi, its employees, or any other matter that may come to their knowledge during the performance of their duties. If PCSIR determines that such a disclosure has occurred, the accused employee of the Security Company shall be immediately dismissed from the company. The organization reserves the right to initiate legal action against the individual under relevant laws of the Government of Pakistan, including the Personal Data Protection Bill 2021.

6. Responsibilities of the Company

- 6.1 The company is responsible for ensuring that all its employees performing the services are physically and mentally fit, have no communicable disease and are in good health in all respects to perform the duties.
- 6.2 The Company is an independent contractor and accordingly is fully responsible for any accident or injury to its personnel or caused by its personnel and agrees that neither the PCSIR nor any of its personnel shall be held liable for either of the above in any manner.
- 6.3 The personnel of the company shall not in any manner indulge in any unionism nor have any linked activity with PCSIR employees.
- 6.4 The company is responsible for recruitment, discipline and all other service matters of its employees. They shall not in any case communicate with the PCSIR Karachi regarding their service matters that is the sole responsibility of the company.
- 6.5 PCSIR Karachi may refuse to accept services from any of the employees of the company whose work has been found unsatisfactory or not in accordance with the requirements of this document.
- 6.6 The Security Company will use its own frequency for communication (Walkie-Talkies) to the locations.

7. Restriction of Assignment / Take over

- 7.1 The company shall not assign or sub-contract any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contacting by the company shall entitle PCSIR Karachi to terminate its services forthwith.
- 7.2 If the company makes any arrangement with or assignment in favor of its creditors or amalgamates with any other concern or his taken over, PCSIR Karachi shall be entitled to terminate its services forthwith.

SECTION VI: STANDARD FORMS
(Single Stage Two Envelope Procedure)

A. STANDARD FORMS



Form 1 Letter of Bid

INSTRUCTIONS TO BIDDERS: (delete this box once you have completed the document)

Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of bidding process]*

Request for Bid No.: *[insert identification]*

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

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

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, the total price of each lot is [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*];

In case of multiple lots, total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

- (f) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: [*Specify in detail each discount offered*]
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 17.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 23.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (i) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 19**;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (k) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of*];
- (l) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (n) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [*insert complete name of person duly authorized to sign the Bid*]

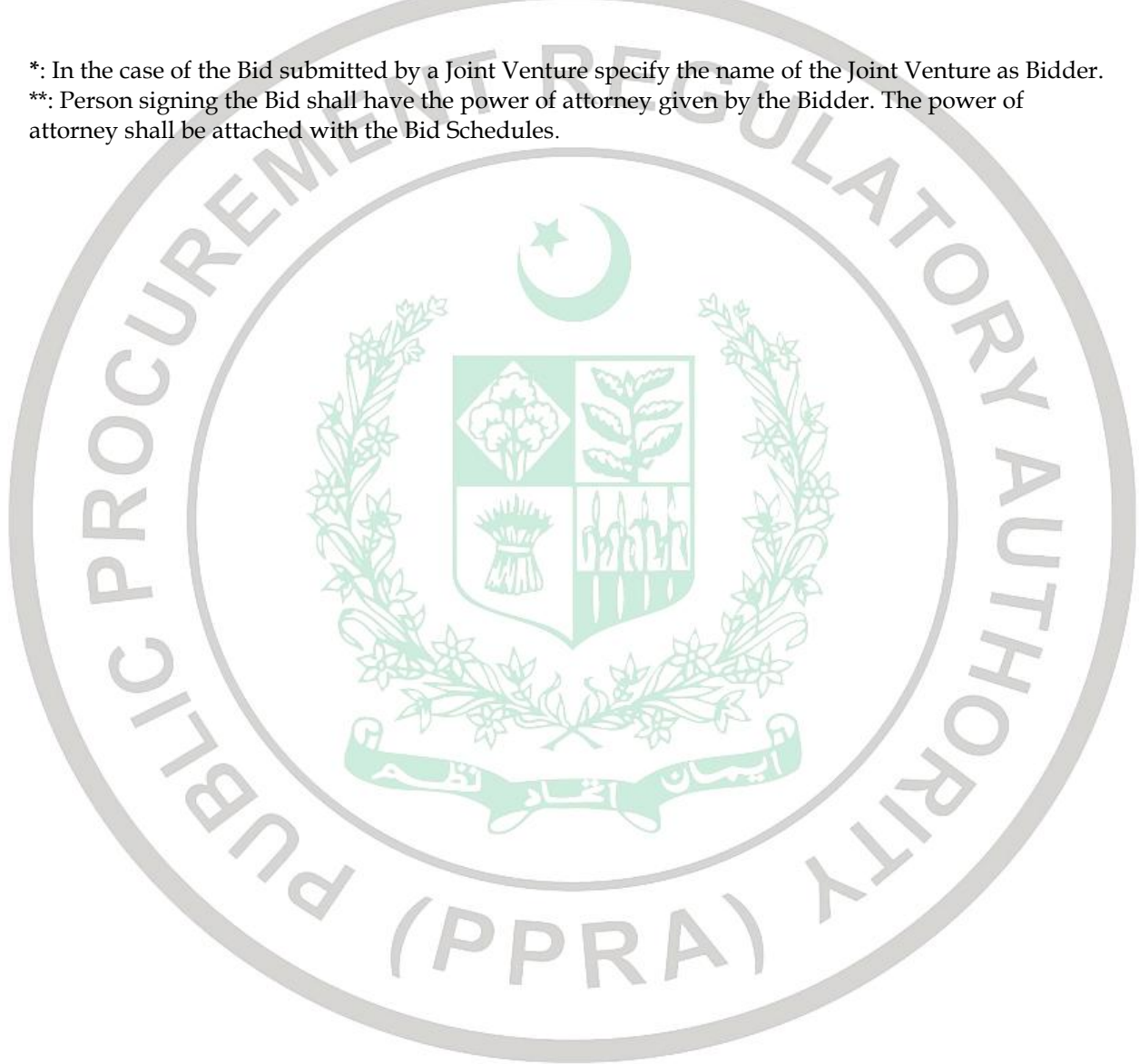
Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*: In the case of the Bid submitted by a 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. The power of attorney shall be attached with the Bid Schedules.



2. TECHNICAL PROPOSAL/EVALUATION Form

To (Name and address of Client)

[Location, Date]

Dear Sir,

We, the undersigned, offer to provide the (insert title of assignment) in accordance with your Tender Document No. (insert number) dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical and Financial Bids sealed in separate envelopes.

Having examined the bidding documents including Addenda / Corrigendum Nos. [insert numbers & Date of individual Addendum / Corrigendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the SERVICES / GOODS under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to these Bidding Documents.

We undertake, if our bid is accepted, to deliver the Services / Goods in accordance with the delivery schedule specified in the schedule of requirements. If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents. We agree to abide by this bid, for the Bid Validity Period specified in the Bid Document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We confirm that we comply with the eligibility requirements of the bidding documents.

We also confirm that the any Government organization (Federal / Provincial / Local) has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

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

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

(In addition to the mandatory Technical Specification, Min. 75% Marks will be required as per following to be qualified for Financial Evaluation)

Name of the Company: _____

Marks (Max.)

1. List of Major Clients 30

(Corporate Bodies/Banks/Multinational/Embassies/5 Star Hotels = 5 Marks each)

(Factories/Educational Institutions/Government offices = 2.5 Mark each)

(Residential Colonies/Commercial Centers/Hospitals = 0.5 Mark each)

Copies of respective agreements will be provided as evidence

2. Relevant Experience of the company __ years 20
(1 mark for each year)

3. Existing Manpower 05
($\geq 150 = 01$ Mark, $\geq 200 = 02$ marks, $\geq 250 = 03$ marks, $\geq 300 = 04$ marks, $\geq 350 = 05$ marks) _____

4. What kind of security equipment are available 05
(1 Mark each)

a. _____

b. _____

c. _____

d. _____

e. _____

5. Company has the license / permission to use following weapons 05
(1 Mark each)

a. _____

b. _____

c. _____

d. _____

e. _____

6. **Monitoring control and supervision mechanism available.** **05**

Copies of Protocols will be provided as evidence

7. **Training system of guards** (Internal = 2.5 Mark, External = 05 Mark, **Both = 10**) **10**

Copies of Training protocols, contracts and records will be required as evidence

8. Guards selection criteria and verification procedure meeting the technical specifications / requirements of this document **10**
Selection criteria (max.5 marks), Verification criteria (max. 5 marks)

Copies of Protocols will be provided as evidence

8. Performance Letters by Major Clients (Major clients mean having the services of at least 10 armed security guards) **10**
(1 Mark each)

Total **100**

10. Please attach Company history/profile.

11. Contact person name _____

12. Office Address _____

13. Contact Number _____

Note:

1. Office premises will be visited / inspected to verify the above mentioned facts.
2. The bidders are instructed to submit copies of documents/evidences as desired in tender document/in support of their claims.
3. The bidders are instructed to follow the same sequence in submitting their bid documents as prescribed in this technical proposal.

Date: _____

Signature: _____

Place: _____

Name: _____



3. Bid-Financial Proposal

[Location, Date]

To (Name and address of Client)

Dear Sir,

We, the undersigned, offer to provide the (Insert title of assignment) in accordance with your Tender Document No. (insert number) dated (insert date) and our Technical Proposal. Our attached Financial Proposal is for the sum of (insert amount in words and figures). This amount is inclusive of all taxes, duties, levies, Cess, Octori etc.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Bid / Proposal and Contract execution

We also declare that the any Government organization (Federal / Provincial / Local) has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder: S

tamp / Seal:

Pricing

1. Bid prices shall be quoted in the manner indicated and, in the currencies, specified in ITB Clauses 15. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these Bidding Documents.
2. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Procuring Agency will correct any arithmetic error.
3. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB Clause 15.1 (ITB Clause 28.1 in the two-stage SBD), no more than three foreign currencies may be used. The price of an item should be unique regardless of installation site.

Services Cost Table

As necessary for supply, installation, and achieving Operational Acceptance of the System, specify items in the Table below, modifying, deleting, or expanding the sample line items and sample table entries as needed. Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15.

The monthly rate / total amount for provision of 16 x Security Guards, on 24 hours basis i.e. Eight (08) guards at first shift (12 hours) and Eight (08) guards at second shift (12 hours) at PCSIR Laboratories Complex, Off University Road Karachi, inclusive of all payable taxes are quoted below;

S#	Place	No. of Guards (A)	Amount for 1 st year of contract		Amount for 2 nd year of contract		Amount for 3 rd year of contract		Total
			Rate (Per Month/person) (B)	Amount = (A) x (B) x 12 (months)	Rate (Per Month/person) (B)	Amount = (A) x (B) x 12 (months)	Rate (Per Month/person) (B)	Amount = (A) x (B) x 12 (months)	
1.	PCSIR Laboratories Complex, Off University Road, Karachi	05 (Day shift)							
		08 (Night shift)							
	Total	13							
	GST								
	Grand Total								

Note: - - indicates not applicable.

Name of Bidder:	
Authorized Signature of Bidder:	

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

No.: *[insert number of bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

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

RFB No.: *[insert number of RFB process]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

General Information Form

All individual firms and each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s).

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of beneficial owners along with shares percentage		
Name	Nationality	Share Percentage
1.		
2.		
3.		
4.		
5.		
To be completed by all owners of partnerships or individually owned firms.		

Details of Contracts of Similar Nature and Complexity

Name of Bidder or partner of a Joint Venture
--

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Procuring Agency	
3.	Procuring Agency address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one) <input type="checkbox"/> Prime Supplier <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency	
7.	Equivalent amount PKR Total contract: ____; Subcontract: ____; Partner share: ____;	
8.	Date of award/completion	
9.	Contract was completed ____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed PKR ____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate percent of total contract value (and PKR amount) of Information System undertaken by subcontract, if any, and the nature of such Information System.	

Form of Bid Security

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Procuring Agency to insert its name and address]*

No.: *[Procuring Agency to insert reference number for the Request for Bids]*

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

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

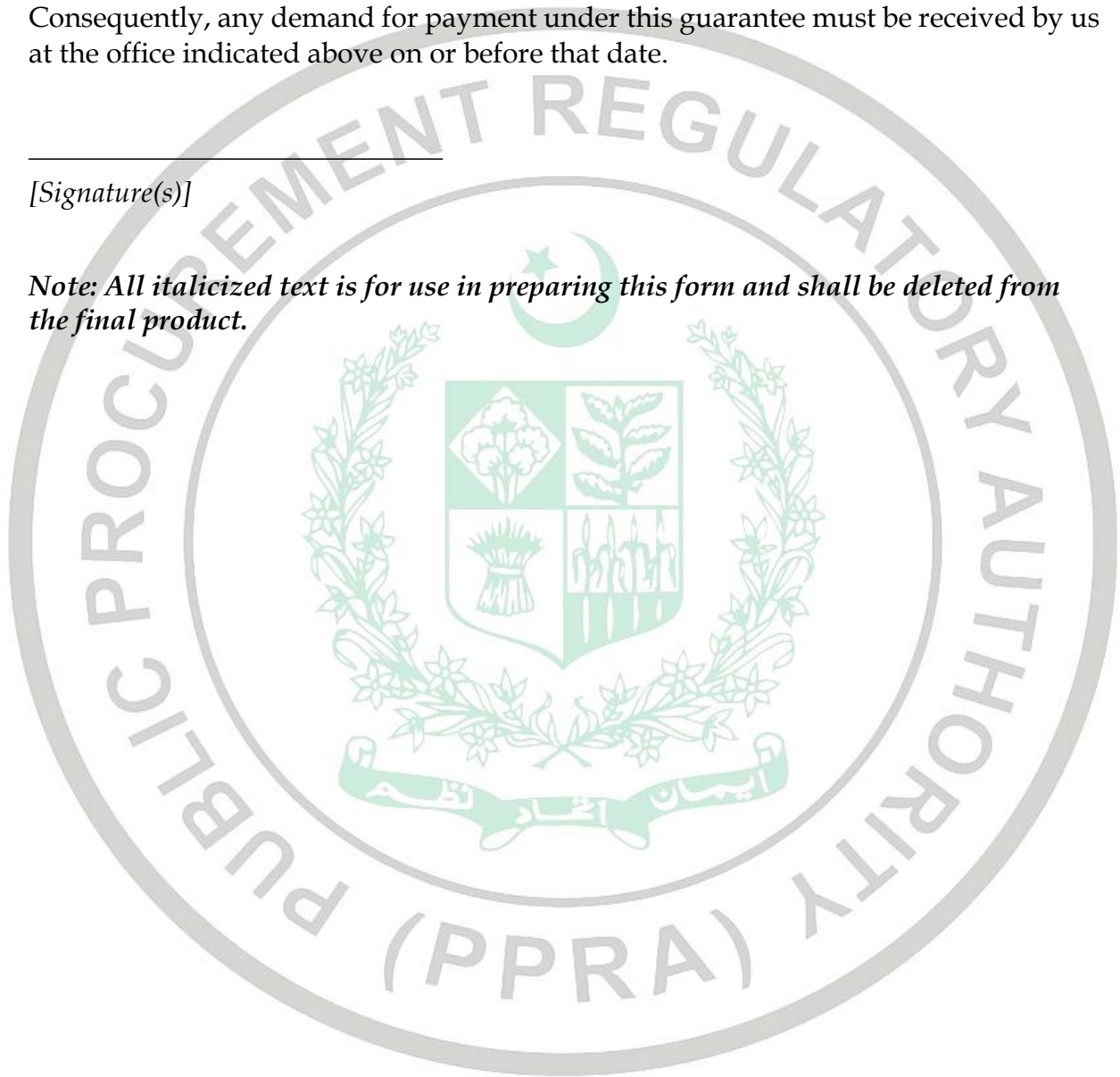
- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.



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]

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

To: [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 our Bid during the period of Bid validity specified in the 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.]

Letter of Acceptance

Letter of Acceptance will be communicated after the receipt of Letter of Intent (LOI) through EPADS to successful bidder.

All the correspondence between bidder and Procuring Agency till the issuance of LoI will be through EPADS only.





SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			a) “Authority” means Public Procurement Regulatory Authority.
			b) The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 45 hereunder.
			c) The “Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d) The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
			e) “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			f) “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
			g) The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h) “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 5 .
			i) “Procuring Agency” means the person named as Procuring Agency in the SCC and the legal successors

			in title to this person, procuring the Goods and related service, as named in SCC .
		j)	"Related Services" means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
		k)	"GCC" means the General Conditions of Contract contained in this section.
		l)	"Intended Delivery Date" is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC .
		m)	"Information System," also called "the System," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract
		n)	"SCC" means the Special Conditions of Contract.
		o)	"Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC .
		p)	"Project Name" means the name of the project stated in SCC .
		q)	"Day" means calendar day.
		r)	"Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		s)	"End User" means the organization(s) where the goods will be used, as named in the SCC .

		t)	<p>“Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p>
		u)	<p>“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
		v)	<p>“Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.</p>
		w)	<p>The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.</p>

2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.	Conditions Precedent	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> a) Submission of performance Security (or guarantee) in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;

		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1 , the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law and Effectiveness of the contract	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
		5.2	The Contract shall be effective from the date specified in the SCC,
6.	Country of Origin	6.1	The origin of goods and services making information systems may be distinct from the nationality of the Supplier.
7.	Procuring Agency's Responsibility	9.1	The Procuring Agency shall ensure the accuracy of all information and/or data to be supplied by the Procuring agency to the Supplier, except when otherwise expressly stated in the Contract.
		9.2	The Procuring agency shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 17) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.

	9.3	The Procuring agency shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
	9.4	If requested by the Supplier, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
	9.5	In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
	9.6	The Procuring agency shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring agency may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion

		9.7	Unless otherwise specified in the Contract or agreed upon by the Procuring agency and the Supplier, the Procuring agency shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.
		9.8	The Procuring agency will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.
		9.9	The Procuring agency assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 26, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
		9.10	The Procuring agency is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
		9.11	Other Procuring agency responsibilities, if any, are as stated in the SCC.
8.	Prices	10.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

		10.2	Prices charged by the Supplier for Information System under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
9. Payment		11.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		11.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
		11.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier.
		11.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		11.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 11.4
10. Performance Guarantee		12.1	The proceeds of the Performance Security (or 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.
		12.2	The Performance Guarantee shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
		b)	A cashier's or certified check.

		12.3	<p>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> <p>(i) reproduced for safekeeping or backup purposes;</p> <p>(ii) customized, adapted, or combined with other computer software for use by the Procuring agency, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;</p> <p>(iii) as specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Procuring agency may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and</p> <p>(iv) disclosed to, and reproduced for use by, the Procuring agency and by such other persons as are specified in the SCC (and the Procuring agency may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.</p>
		15.2	<p>The Standard Software may be subject to audit by the Supplier, in accordance with the terms specified in the SCC, to verify compliance with the above license agreements.</p>
11. Procurement and Delivery		19.1	<p>Subject to related Procuring agency's responsibilities pursuant to GCC Clause 9, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site</p>

		19.2	Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements
		19.3	Early or partial deliveries require the explicit written consent of the Procuring agency, which consent shall not be unreasonably withheld.
12. Inspections and Test		23.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the components of the system to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		23.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		23.3	Should any inspected or tested component fail to conform to the Specifications, the Procuring Agency may reject the component, and the Supplier shall replace the rejected component to meet specification requirements free of cost to the Procuring Agency.
		23.4	The Procuring Agency's right to inspect, test and, where necessary, reject component after' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the component having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the shipment from the country of origin.

		23.5	The Procuring Agency may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected
		23.6	If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.
13. Installation of the System		24.1	As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Procuring agency in writing

	24.2	<p>The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 26.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 24.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Procuring agency in writing, in accordance with GCC Clause 24.1. The procedure set out in this GCC Clause 24.2 shall be repeated, as necessary, until an Installation Certificate is issued.</p>
	24.3	<p>If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, or if the Procuring agency puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring agency put the System into production operation, as the case may be.</p>

		33.2	Prices charged by the Supplier for related services, if not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
14. Change Orders		34.1	The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		34.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		34.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
15. Contract Amendments		35.1	Subject to GCC Clause 34 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
16. Assignment		36.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
17. Sub-contracts		37.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

18.	Delays in the Supplier's Performance	38.1	Delivery of the Goods and performance of Services making Information system shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		38.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		38.3	Except as provided under GCC Clause 41 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 39 , unless an extension of time is agreed upon pursuant to GCC Clause 38.2 without the application of liquidated damages.
19.	Liquidated Damages	39.1	Subject to GCC Clause 41 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 40 .

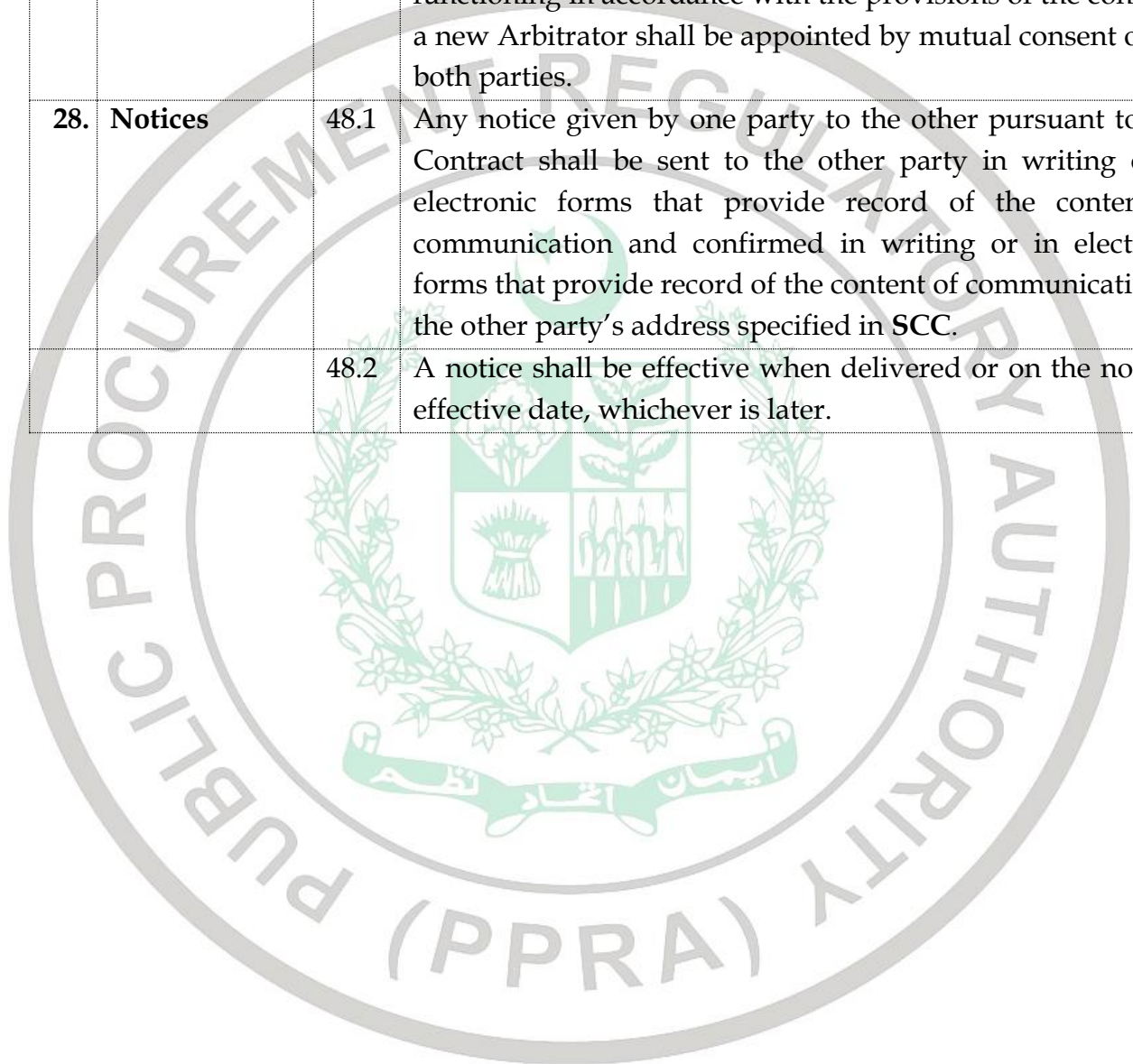
20.	Termination for Default	40.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		40.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;
		d)	the supplier has abandoned or repudiated the contract.
		e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
		h)	if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		40.3	For the purpose of this clause:
			"Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.

		40.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1 , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
21. Termination for Force Majeure		41.1	<p>Notwithstanding the provisions of GCC Clauses 38, 39, and 40, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p>

		41.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations 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.
22. Termination for Insolvency		42.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
23. Termination for Convenience		43.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		43.2	The Systems that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining system, the Procuring Agency may elect:
		a)	To have any portion completed and delivered at the Contract terms and prices; and / or
		b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and

			Services and for materials and parts previously procured by the Supplier.
24. Transfer of Ownership	44.1		With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring agency at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
	44.2		Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 14 (Copyright) and any elaboration in the Technical Requirements
	44.3		Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.
25. Disputes Resolution	45.1		In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
	45.2		After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
26. Procedure for Disputes Resolution	46.1		The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.
	46.2		The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

		46.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC.
27.	Replacement of Arbitrator	47.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
28.	Notices	48.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		48.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.





SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Procuring Agency is: PCSIR Head Office, G-5/2 Islamabad.
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: Hiring of Services of Security Guards
Governing Language (GCC 4)		
4.	4.1	The Governing Language shall be: English
Applicable Law (GCC 5)		
5.	5.1	The Applicable Law shall be: Laws of the
	5.2	The Contract shall be effective from the date.....
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is
Scope of the System (GCC 7)		
7.	7.1	The Scope of the System is.....
Supplier Responsibilities (GCC 8)		
8.	8.1	The Supplier shall have the following additional responsibilities: <i>[as appropriate, insert: additional responsibilities; or state: "none"]</i> .

Procuring Agency's Responsibilities (GCC 9)		
9.	9.1	The Procuring agency shall have the following additional responsibilities: <i>[as appropriate, insert: additional responsibilities; or state: "none"]</i> .
Price (GCC 10)		
10.	10.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>[To be inserted only if price is subject to adjustment.]</i>
Payment (GCC 11)		
11.	11.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (</p> <hr/> <p>) <i>[currency of the Contract Price]</i> in the following manner:</p> <p>(i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency.</p> <p>(ii) On Shipment: ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.</p> <p>(iii) On Acceptance: percent of the Contract Price of Goods received shall be paid within thirty (30) days of</p>

		<p>receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Agency.</p> <p>Payment of local currency portion shall be made in <i>:[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
12.	11.2	<p>Payment for Goods and Services supplied from within Pakistan:</p> <p>Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:</p> <p>(i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency.</p> <p>(ii) On Delivery: percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 11.</p> <p>(iii) On Acceptance: The remaining percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p>
13.	11.3	<p>Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be <i>:[insert: rate]</i>.</p>

Performance Guarantee (GCC 12)		
14.	12.1	The amount of performance guarantee, as a percentage of the Contract Price, shall be: <i>10% of yearly contract price</i>
15.	12.4	After acceptance of the services, <u> 100 </u> percent of the Performance Guarantee shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 29.
Taxes and Duties (GCC 13)		
16.	13.	<i>[insert: necessary and appropriate clauses, or state "There are no Special Conditions of Contract applicable to GCC Clause 13"].</i>
Copy Rights (GCC 14)		
17.	14.3	The Procuring agency may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Supplier's prior written consent, under the following circumstances: <i>[state: "none," or else specify: circumstances]</i>
18.	14.4	The Procuring agencies and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows <i>[state: "not applicable" if Custom Software is not part of the System; otherwise, specify: items, rights, obligations, restrictions, exceptions, and provisos].</i> The Procuring agencies and Supplier's rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows <i>[state: "not applicable" if Custom Materials are not part of the System; otherwise, specify: items, rights, obligations, restrictions, exceptions, and provisos].</i>
19.	14.5	<i>If not applicable, state: "No software escrow contract is required for the execution of the Contract;" otherwise, specify: maximum number of days during which a separate escrow contract must be agreed upon with a reputable escrow agent and any specific</i>

		<i>rights and obligations that the Procuring agency wishes to establish in advance.</i>
Software License Validity (GCC 15)		
20.	15.1 (a)(iii)	The Standard Software license shall be valid <i>throughout the territory of the Procuring agency's Country</i>
21.	15.1 (a)(iv)	Use of the software shall be subject to the following additional restrictions [<i>state: "none" or specify: restrictions</i>].
22.	15.1(b)(ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer [<i>state: "provided the replacement computer falls within approximately the same class of machine and maintains approximately the same number of users, if a multi-user machine;" or specify: other necessary and appropriate restrictions on the replacement computer</i>].
23.	15.1(b)(vi) i)	The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by [<i>state: "support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts;" or specify: other necessary and appropriate support entities and terms</i>], subject to the same restrictions set forth in this Contract.
24.	15.1(b)(vi) i)	In addition to the persons specified in GCC Clause 15.1 (b) (vi), the Software may be disclosed to, and reproduced for use by, [<i>specify: categories of persons</i>] subject to the same restrictions as are set forth in this Contract.
Confidential Information (GCC 16)		
25.	16.1	<i>State: "There are no modifications to the confidentiality terms expressed in GCC Clause 16.1;" or, if necessary and appropriate, specify: persons, topics, and conditions for which the confidentiality clause does not apply.</i>

26.	16.7	<i>The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for [insert: “the period specified in the GCC” or insert: number (x) years].</i>
Project Plan (GCC 17)		
27.	17.1	<p>Chapters in the Project Plan shall address the following subject: [for example, specify:</p> <ul style="list-style-type: none"> (a) <i>Project Organization and Management Plan;</i> (b) <i>Delivery and Installation Plan</i> (c) <i>Training Plan</i> (d) <i>Pre-commissioning and Operational Acceptance Testing Plan</i> (e) <i>Warranty Service Plan</i> (f) <i>Task, Time, and Resource Schedules</i> (g) <i>Post-Warranty Service Plan (if applicable)</i> (h) <i>Technical Support Plan (if applicable)</i> (i) <i>etc.</i> <p><i>Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, Section (insert: reference</i></p>
28.	17.2	<p>Within [insert: <i>number (N); for example, thirty (30)</i>] days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring agency. The Procuring agency shall, within [insert: <i>number (N); for example, fourteen (14)</i>] days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 17.2 called “non-conformities” below). The Supplier shall, within [insert: <i>number (N); for example, five (5)</i>] days of receipt of such notification, correct the Project Plan and resubmit to the Procuring agency. The Procuring agency shall, within [insert: <i>number (N); for example, five (5)</i>] days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure</p>

		shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Procuring agency shall provide confirmation in writing to the Supplier. This approved Project Plan (“the Agreed and Finalized Project Plan”) shall be contractually binding on the Procuring agency and the Supplier.
29.	17.5	<p>The Supplier shall submit to the Procuring agency the following reports: [state “none,” or specify, for example:</p> <p>(a) Monthly (Quarterly) progress reports, summarizing:</p> <p>(i) results accomplished during the prior period;</p> <p>(ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;</p> <p>(iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</p> <p>(iv) other issues and outstanding problems; proposed actions to be taken;</p> <p>(v) resources that the Supplier expects to be provided by the Procuring agency and/or actions to be taken by the Procuring agency in the next reporting period;</p> <p>(vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.</p> <p>(b)]</p> <p>Note: Other reports may be needed to monitor Contract performance/ progress with System implementation, for example:</p> <p>(*) inspection and quality assurance reports</p> <p>(*) training participants test results</p> <p>(*) monthly log of service calls and problem resolutions</p>
Sub-Contracting (GCC 18)		
30.	18.1	<i>Insert: necessary and appropriate clauses, or state “There are no Special Conditions of Contract applicable to GCC Clause 18.”</i>

Transportation (GCC 19)		
31.	19.1	The Supplier <i>[insert: "shall" or "shall not"]</i> be free to use transportation through carriers registered in any eligible country and <i>[insert: "shall" or "shall not"]</i> obtain insurance from any eligible source country.
Documents (GCC 21)		
32.	21.1	The Supplier shall provide to the Procuring agency documents <i>[state "as specified in the GCC," or specify other documentation requirements as necessary and appropriate]</i> .
Products Upgrade (GCC 22)		
33.	22.1	The Supplier shall provide the Procuring agency: <i>[state "with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC," or specify other requirements as necessary and appropriate]</i>
Inspections and Tests (GCC 23)		
34.	23.1	<i>Insert: necessary and appropriate clauses related to inspection/test, or state "There are no Special Conditions of Contract applicable to GCC Clause 23."</i>
Installations (GCC 24)		
35.	24.1	<i>Insert: necessary and appropriate clauses, or state "There are no Special Conditions of Contract applicable to GCC Clause 24."</i>
Operational Acceptance Test (GCC 26)		
36.	26.1	Operational Acceptance Testing shall be conducted in accordance with <i>[specify: System or the Subsystems, the tests, the test procedures, and the required results for acceptance;</i>

		<i>alternatively reference the relevant section(s) of the Technical Requirements where acceptance testing details are given.]</i>
Defect Liability (GCC 29)		
37.	29.1	For Software, exceptions or limitations to the Supplier’s warranty obligations shall be as follows: <i>[state: “None;” or specify: category or categories of Software and the corresponding exceptions or limitations].</i>
38.	29.3	The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: <i>[state: “No specific minimum time requirements are established for this Contract other than that the Information Technologies must have been previously released to the market;” or specify: specific types of technologies and specific minimum time periods; for example, “All Standard Software must have been commercially available in the market for at least three months”]</i> .
39.	29.4	The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for <i>24 months</i>
40.	29.10	During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within <i>5 working days</i>
Intellectual Property Rights Indemnity		
41.	30.1	<i>Insert: necessary and appropriate clauses, or state “There are no Special Conditions of Contract applicable to GCC Clause 30.”</i>
Insurance (GCC Clause 31)		
42.	31.1	The Insurance shall be in an amount equal (<i>Insert amount</i>) with deductible limits of no more than <i>[insert: monetary value]</i> . The Insurance shall cover the period from <i>[insert: beginning date, relative to the Effective Date of the Contract]</i> until <i>[insert: expiration date, relative to the Effective Date of the Contract or its completion]</i> .

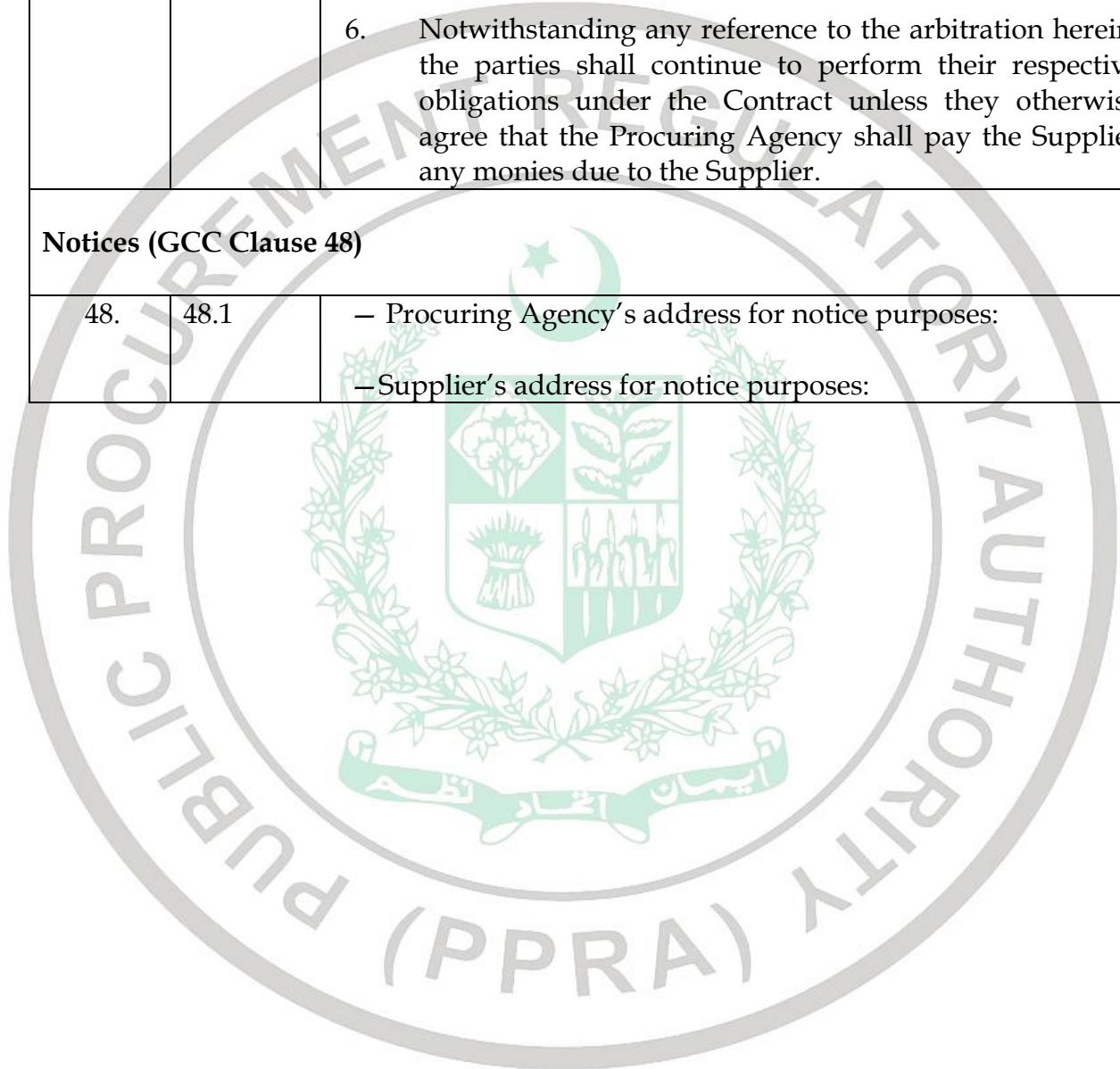
Related Services (GCC Clause 33)		
43.	33.1	<p>Related services to be provided are:</p> <p><i>[Selected services covered under GCC Clause 33 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i></p>
Change Orders (GCC 34)		
44.	34.1	<i>Insert: necessary and appropriate clauses, or state “There are no Special Conditions of Contract applicable to GCC Clause 34.”</i>
Assignment (GCC 36)		
45.	36.1	Contract can be assigned (<i>insert yes or no</i>)
Liquidated Damages (GCC Clause 39)		
46.	39.1	<p>Applicable rate: <i>[insert rate]</i></p> <p>Maximum deduction: is equal to the performance security.</p> <p><i>Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value.</i></p>
Procedure for Dispute Resolution (GCC Clause 45)		
47.	45.1	<p>Dispute Resolution</p> <p><u>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</u></p> <p><i>If the Supplier is foreign (including a Joint Venture when at least one partner is foreign), the Contract shall contain the following provision: Arbitration proceedings shall be conducted in accordance with the rules of arbitration of [select one of the following: UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration]. These rules, in the version</i></p>

in force at the time of the request for arbitration, will be deemed to form part of this Contract.

(b) For Contracts to be entered with nationals of Pakistan:

1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract- whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. 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 [*Insert name of the city*] and proceedings will be conducted in -[*Specify language*] language.
4. 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

		<p>party to the dispute liable to pay the costs of another party to the dispute.</p> <p>5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>6. 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 Procuring Agency shall pay the Supplier any monies due to the Supplier.</p>
Notices (GCC Clause 48)		
48.	48.1	<p>– Procuring Agency’s address for notice purposes:</p> <p>– Supplier’s address for notice purposes:</p>





SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between [*name and address of Procuring Agency*] of Pakistan (hereinafter called “the Procuring Agency”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related-services, viz., [*brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and related 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) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the Procuring Agency’s Letter of Acceptance; and
 - (h) [*add here: any other documents*]
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, 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.

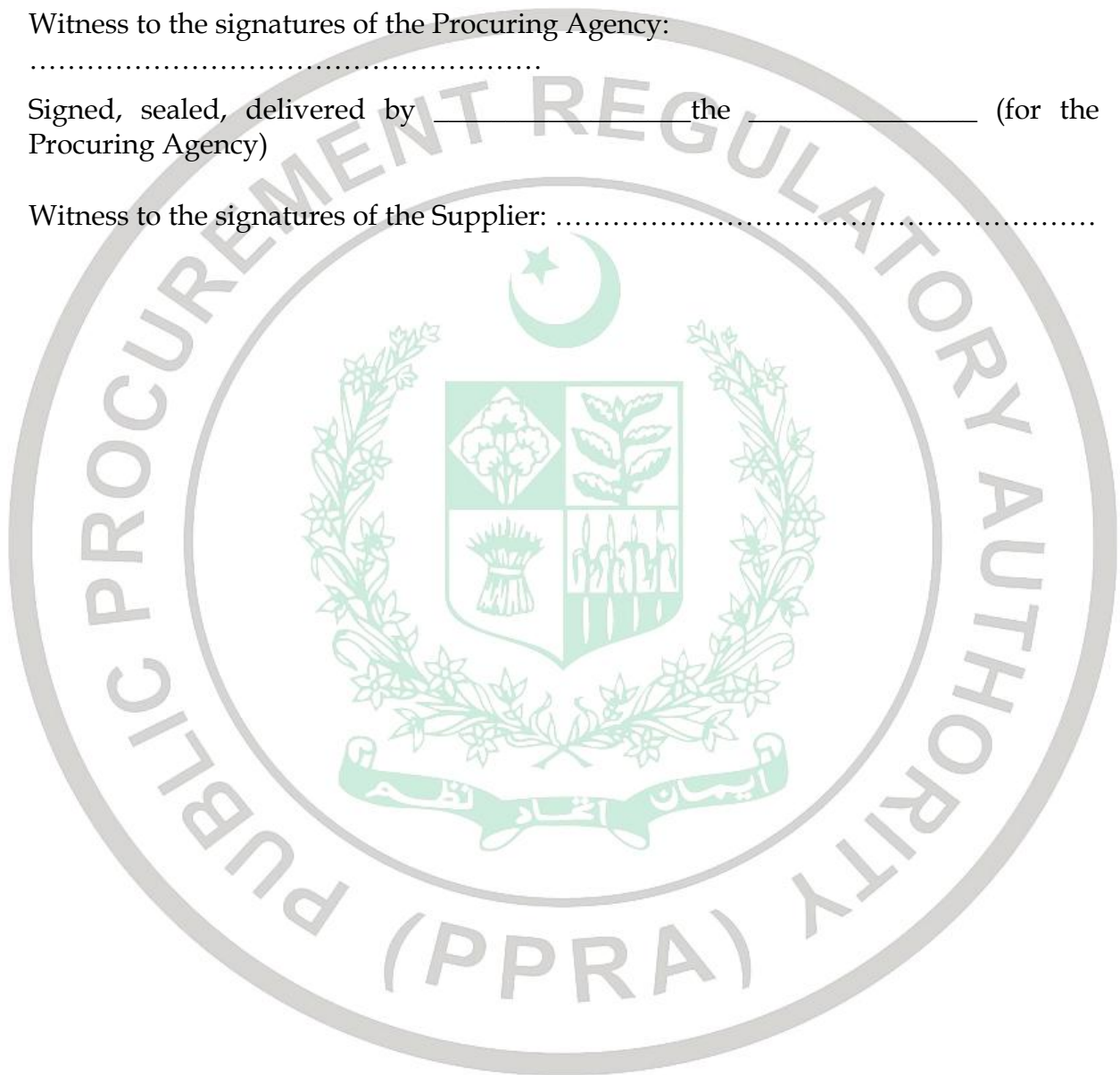
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Supplier:



Performance Security (or guarantee) Form

To: *[name of Procuring Agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (hereinafter called "the Contract").

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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]

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

[Name of Supplier] hereby declares that it has not obtained or induced the Hiring of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the Hiring of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the Hiring of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



[Buyer]

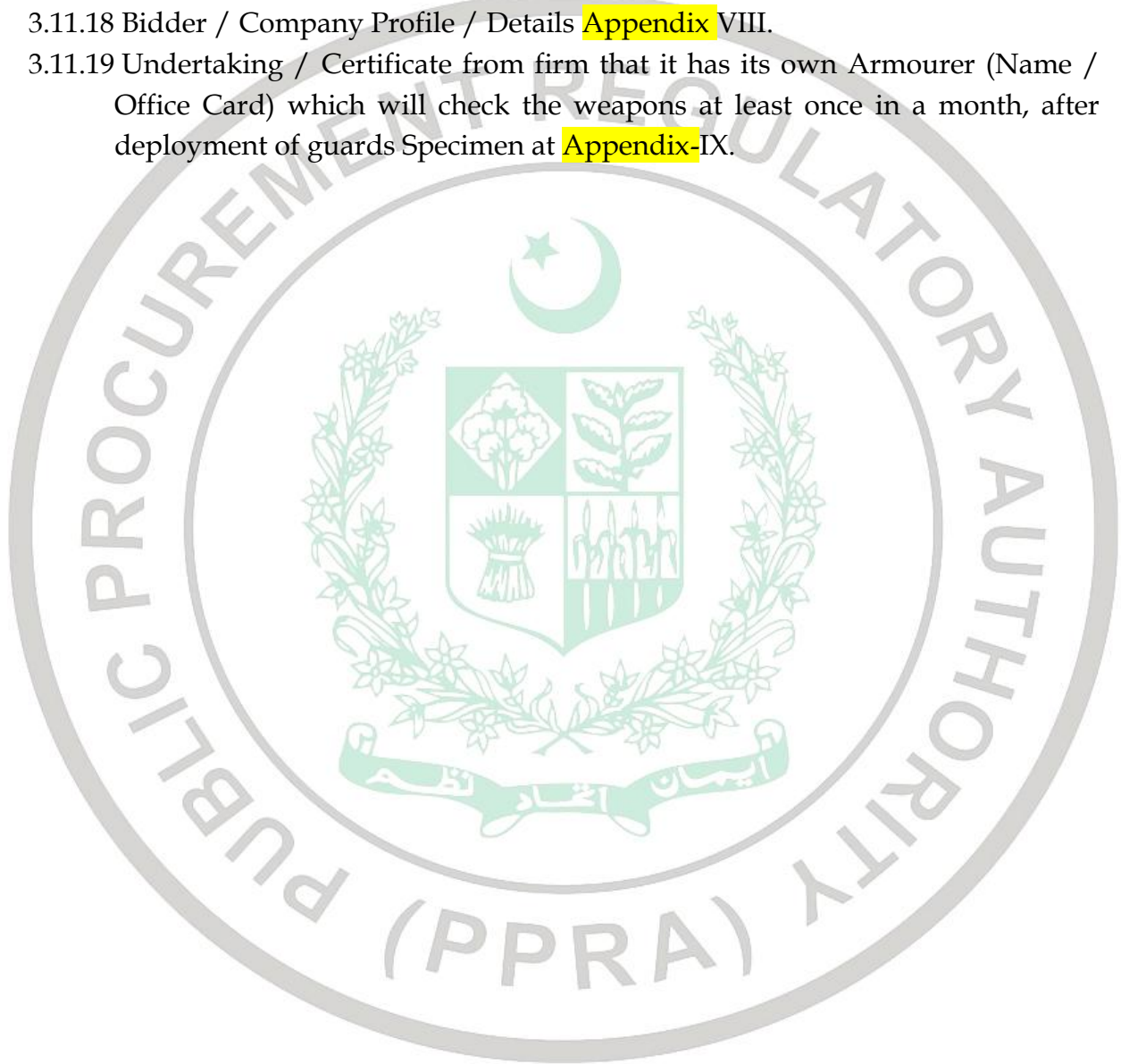
[Seller/Supplier]

Evaluation Criteria/ Admin Grid (Mandatory)

The bids which meet the following minimum ELIGIBILITY CRITERIA (MANDATORY REQUIREMENT) would be declared responsive for further evaluation as per Evaluation Criteria specified in this bidding document. Documentary Evidence must be attached in respect thereof:

- 3.11.1 Bidder must have a branch in Karachi. Office details at Karachi and all provincial headquarters (if any) with Phone Numbers / Addresses.
- 3.11.2 Copy of CNIC of signatory of the Bid Forms.
- 3.11.3 Bidder must be available on "List of Active Taxpayers" of FBR website (for Income Tax).
- 3.11.4 Bidder must be available on "List of Active Taxpayers" SRB website (for Sales Tax).
- 3.11.5 Valid registration with SECP / Registrar of Firms.
- 3.11.6 Valid certificate of Registration of Employees Old-Age Benefit Institution (EOBI).
- 3.11.7 Valid certificate of Social Security Registration of Employees. Registration Certificate with SESSI.
- 3.11.8 Valid membership with All Pakistan Security Agencies Association (APSAA)
- 3.11.9 Valid No Objection Certificate (NOC) of Ministry of Interior / Provincial Home Departments for providing security services in the country / Province.
- 3.11.10 Original Reference Letters / Satisfactory Performance Certificate from current employer(s)/or Recent Former Employer whichever applicable, on their official letterhead duly signed and stamped by the Competent Authority of the Organization/Company showing that bidder is successfully providing the Security Services with more than 10 guards at a time for a period of one year during the last three-years ending on the deadline for bid submission.
- 3.11.11 Affidavit on Stamp Paper of Rs. 500/- as per Specimen give at **Appendix-I**.
- 3.11.12 Certificate on company's letterhead that if selected, the firm would deploy security supervisors / guards etc., which would be security-wise cleared by Ministry of Interior / Provincial Home Departments / Local Police. Non-compliance to the same may result in immediate termination of contract leading to forfeiture of performance security and blacklisting of firm as per Specimen at **Appendix- II**.
- 3.11.13 Duly signed and stamped Compliance Certificate as per the format given at **Appendix III** of this document.

- 3.11.14 Duly signed and stamped certificate by company / undertaking on Rs. 500/- stamp paper by company as mentioned at **Appendix IV** of this document.
- 3.11.15 The filled Income Tax Return (ITR - FBR) for last three financial years as per **Appendix V**.
- 3.11.16 Valid List of Client's details as per specimen given at **Appendix VI**.
- 3.11.17 Declaration of Weapon's Licenses as per **Appendix VII**.
- 3.11.18 Bidder / Company Profile / Details **Appendix VIII**.
- 3.11.19 Undertaking / Certificate from firm that it has its own Armourer (Name / Office Card) which will check the weapons at least once in a month, after deployment of guards Specimen at **Appendix-IX**.



Appendix 1

A F F I D A V I T
(Must be Printed on Rs. 100/- Stamp Paper)

We, M/s. _____ hereby undertake that:

- i. Our company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government Organization.
- ii. Any director or owner of our company is not awarded any punishment from any Court of Law.
- iii. We have submitted the correct and complete information along with our bid/offer.
- iv. If any document / information is found forged / engineered / false / fake / bogus at any stage OR any criminal proceedings found in any court of law during the contract period, The Aror University of Art, Architecture, Design and Heritage has right to terminate our services immediately without assigning any reason and making any refund or payment and we may be declared as Blacklisted and the performance guarantee and payment, if any may be forfeited.

M/s. _____

Contact Person: _____

Address: _____

Tel #: _____ Mobile #: _____ Fax #: _____

Email: _____

Signature: _____ Dated: _____

Agency Seal:

ATTESTED BY NOTARY PUBLIC

Appendix II

(Must be Printed on Company's letterhead) **SECURITY CLEARANCE CERTIFICATE**

[Date & Location]

Certified that M/s. _____ will bound to deploy Security Supervisors / Guards, who would be security wise cleared by MoI / Provincial Home Department / police. If found non-complied, The Aror University of Art, Architecture, Design and Heritage may immediately terminate the contract leading to forfeiture of earnest money or performance security and further to blacklisting of the firm.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:



Appendix III

GENERAL COMPLIANCE CERTIFICATE

DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS

[On PKR 100/- Stamp Paper]

[Location, Date]

To: [Name and address of Employer]

I/we carefully gone through the Terms & Conditions as mentioned in the above referred AUS Tender document. I/we declare that all the provisions of this Tender are acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

Appendix IV

(Must be Printed on Rs. 100/- Stamp Paper)

UNDERTAKING / CERTIFICATE

If provided information with the bid document found false, or any criminal proceedings found in any court of law, the services of the hired security agency will be immediately terminated without assigning any reason and making any refund / payment. Further, the performance security given by the firm will also be confiscated and the firm will be declared black listed.

M/s. _____

Contact Person: _____

Address: _____

Tel #: _____ Mobile #: _____ Fax #: _____

Email: _____

Signature: _____ Dated: _____

Agency Seal:

Appendix V

**DECLARATION OF ANNUAL TURNOVER
AND INCOME TAX RETURN**
(On Bidder / Company / firm's Letterhead)

[Location, Date]

To: [Name and address of Employer]

I/we hereby declare that, our firm's Annual Turnover is as follow:

F. Y. 2022 – 23	F. Y. 2025 – 24	F. Y. 2024 – 25
PKR_____ (Million)	PKR_____ (Million)	PKR_____ (Million)

And

I/we hereby declare that, our firm had filed Income Tax Returns for last the 3 financial years i.e., 2022 – 23& 2025 – 24& 2024 – 25. Copies of ITR and Audit Reports are attached for ready reference.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

Appendix VI

VALID LIST OF CLIENTS DETAIL

(On Bidder / Company / firm's Letterhead)

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

I/we hereby mention following list of valid Clients details where our firm had provided services **during the last five (10) years**, supported by copy of agreements / contracts / work orders for your reference:

S#	Client Name / End User	Nature of Client (Govt./ Semi Govt./ Bank /Embassy/ Private Sector)	No. of Guards deployed	Starting Date	Completion Date	Total contract/ Project value (PKR)	Status (Ongoing / Completed)

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

Appendix VII

DECLARATION FOR WEAPON LICENSE

(On Bidder / Company / firm's Letterhead)

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

I/we hereby declare that, our firm M/s _____ have following weapons
(copy of licenses are attached for your reference):

A. SEMI-AUTOMATIC 222 OR 223 OF 5.56 BORE

S#	License No.	No. of Weapons Registered on License	Date of issuance	Date of Expiry
<i>Use additional lines / pages if required</i>				

B. SEMI-AUTOMATIC MP5 OF 0.32 BORE / 0.30 BORE

S#	License No.	No. of Weapons Registered on License	Date of issuance	Date of Expiry
<i>Use additional lines / pages if required</i>				

C. PUMP ACTION / REPEATER 12 BORE

S#	License No.	No. of Weapons Registered on License	Date of issuance	Date of Expiry
Use additional lines / pages if required				

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:



Appendix VIII

BIDDER PROFILE / DETAILS (On Bidder / Company / firm's Letterhead)

1.	Registered Company Name	
2.	Registration License Number issued by Ministry of Interior / Home Department (Attach documentary evidence)	
3.	National Tax Number (Attach documentary evidence)	
4.	General Sales Tax Number (Attach documentary evidence)	
5.	Sindh Sales Tax Number (Attach documentary evidence)	
6.	Registration Certificate with EOBI / SESSI (Attach documentary evidence)	
7.	Years of Operation of Company after its Registration (Attach documentary evidence)	
8.	Managerial Capability i. Total no. of Permanent Staff ii. Total No. of Contract / Project Staff (Attach as separate Annexure)	
9.	Assignment in hand (Presently) (Attach as separate Annexure)	
10.	Bank Name and Branch	
11.	Bank Account Number	
12.	Additional Professional Registration Details (if any):	
13.	Physical address	
14.	Postal address	
15.	Telephone Number	
16.	Fax Number	
17.	E-mail address	
18.	Blacklisting / Complaint / Litigation against the firm (By any govt. or other org. if any)	
19.	Name & Address of the companies / subsidiaries and associated companies, if any, with whom there is	

	collaboration or joint venture	
20.	Whether pay order, for the requisite Bid Security enclosed? (Yes / No)	
21.	Any other relevant detail	

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:



Appendix IX

(Must be Printed on Company's Letterhead)

COMPANY'S ARMOURER CERTIFICATE.

[Date & Location]

Certified that Mr. _____ S/o _____ bearing
Service Card No. _____ CNIC No. _____ is
working as Armourer for M/s. _____ who will
Examine / Check weapons of the deployed armed Guards / Security Supervisor(s) at least once
in a month.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

