

# Standard Bidding Document

TENDER NO 1 (FOR HIRING SERVICES OF FIRM FOR  
DEPLOYMENT OF SECURITY GUARDS IN LESCO)  
(Non-Consultancy Services)

National

Single Stage-Two Envelope



*April 08, 2026*

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Lahore Electric Supply Company (LESCO) (Lahore Electricity Supply Company (LESCO))** has reserved Funds for the procurement planned for FY **2025-26**. The **Lahore Electric Supply Company (LESCO) (Lahore Electricity Supply Company (LESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the “**TENDER NO 1 (FOR HIRING SERVICES OF FIRM FOR DEPLOYMENT OF SECURITY GUARDS IN LESCO)**”
2. The **Lahore Electric Supply Company (LESCO) (Lahore Electricity Supply Company (LESCO))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday, April 23, 2026 11:00 AM**. E-bids will be opened on the same day at **Thursday, April 23, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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## Instructions to Bidders

## A. Introduction

### 1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

### 2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

### 3. Fraud & Corruption

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

### 4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

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

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

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

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

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

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

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

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

## **5. Qualification of the Bidder**

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

## **B. Bidding Documents**

## 1. Contents of Standard Bidding Document

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

**Section I** - Invitation to Bid

**Section II** Instructions to Bidders (ITB)

**Section III** Bid Data Sheet (BDS)

**Section IV** Eligible Countries

**Section V** Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

**Section VI** Bidding Forms

**Section VII** Fraud & Corruption

**Section VIII - Material & Non-material deviation**

**Section IX** General Conditions of Contract (GCC)

**Section X** Special Conditions of Contract (SCC)

**Section XI** Contract Forms

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

## 2. Clarifications

2.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

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

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

2.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

2.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8** .

2.4. 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 bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

2.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document 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 8** .

2.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 2.6.1. evaluation & qualification criteria;
- 2.6.2. required scope of work or specifications;
- 2.6.3. all securities requirements;
- 2.6.4. tax requirements;
- 2.6.5. terms and conditions of bidding documents; and
- 2.6.6. change in the ranking of the bidders.

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

### 3. Amendment of Bidding documents

3.1. 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 addendum.

3.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

3.3. 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 bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

## C. Preparation of Bids

### 1. Documents Constituting the Bids

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

1.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

1.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

1.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

1.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

1.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

1.1.6. Any other document required in the BDS.

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

2.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

2.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

### 3. Documents Establishing Eligibility and Qualification of the Bidder

3.1. Pursuant to ITB 8, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

3.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

3.3. 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:

3.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

3.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

### 4. Form of Bid

**4.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

### 5. Bids Prices

5.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

5.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

5.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

5.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

5.5. Prices quoted by the bidder shall be fixed during the currency 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 28, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

## **6. Price Adjustment**

6.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

6.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

**6.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.**

## **7. Bids Currencies**

7.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

## **8. Bid Validity Period**

8.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing

declaration as the case may be.

## 9. Bid Security or Bid Securing Declaration

9.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

9.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 17.5

9.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

9.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, 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 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

9.4.1. the expiry of the Bid Security;

9.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

9.4.3. the rejection by the Procuring Agency of all Bids;

9.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

9.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

9.5.1. if a bidder:

9.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

9.5.1.2. does not accept the correction of errors pursuant to ITB 26; or

9.5.2. in the case of a successful bidder fails:

9.5.2.1. **to sign the contract in accordance with ITB 32; or**

9.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

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

## **10. Alternative Bids by Bidders**

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

10.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

## **11. Withdrawal, Substitution, and Modification of Bids**

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

## **12. Format and Signing of Bids**

12.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

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

## D. Submission of Bids

### 1. **Submission of Bids through EPADS v2.0 before Dead deadline**

1.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

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

## E. Opening and Evaluation of Bids

### 1. **Opening & Evaluation of Bids by the Procurement Cell**

1.1. As per Rule 10 of Public Procurement Rules, 2025  
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2025)

### 2. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

2.1. As per Rule 11 of Public Procurement Rules, 2025  
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up

to two billion rupees)

### 3. **Third Party Validation**

3.1. **In compliance with Rule 12** of Public Procurement Rules, 2025, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

### 4. **External Bid Evaluation Committee**

4.1. **As per Rule 13 of Public Procurement Rules, 2025**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

### 5. **Opening of Bids**

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

5.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

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

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

### 6. **Confidentiality**

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

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

## **7. Preliminary Examination of Bids**

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

7.1.1. meets the eligibility criteria defined in **ITB 3**;

7.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

7.1.3. is accompanied by the required securities; and

7.1.4. is substantially responsive to the requirements of the bidding document.

7.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

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

## **8. Examination of Terms and Conditions, Technical Evaluation**

8.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been

met without material deviation or reservation.

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

## 9. Correction of Errors

9.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

9.1.1. 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;

9.1.2. 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

9.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

9.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

9.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17**.

## 10. Conversion to Single Currency

10.1. As per Rule 30(2) of Public Procurement Rules, 2004.

## 11. Evaluation of Bids

11.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive, pursuant to **ITB 24**.

11.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

11.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

11.4. The Procuring agency evaluation of a bid will take into account:

11.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

11.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 26**;

11.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 27**;

11.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

11.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

## 12. Determination of Most Advantageous Bids

12.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

### **13. Abnormally Low Financial Bids**

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

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

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

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

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

### **14. Rejection of Bids**

14.1. As per Rule 33 of the Public Procurement Rules, 2004

### **15. Cancellation of procurement**

15.1. As per Rule 46 of Public Procurement Rules, 2025

## **16. Single Responsive Bid**

16.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

## **17. Alternate Dispute Resolution (ADR)**

17.1. As per Rule 66 of Public Procurement Rules, 2025

## **18. Arbitration Clause**

18.1. (Appointing Authority for the Arbitrator shall be Chief Justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

## **19. Fee of the Arbitrator**

19.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

## **20. Socio-economic development**

20.1. As per Rule 63 of Public Procurement Rules, 2025, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

## **21. Environmental objectives**

21.1. As per Rule 64 of the Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

## **F. Award of Contract**

## 1. Appointment of Contract Manager

1.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of the Public Procurement Rules, 2004.

## 2. Criteria of Award

2.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

## 3. Procuring Agency's Right to reject All Bids

3.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

3.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

## 4. Procuring Agency's Right to Vary Quantities at the Time of Award

4.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

## 5. Notification of Award

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

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

5.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

## 6. **Signing of Contract**

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

## 7. **Performance Guarantee**

7.1. 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.

7.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** 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.

## 8. **Advance Payment**

8.1. 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 Contract Forms.

## 9. **Arbitration**

9.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

## 10. **Corrupt & Fraudulent Practices**

10.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. **Grievance Redressal & Complaint Review Mechanism**

### 1. **Constitution of Grievance Redressal**

1.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an 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.

### 2. **GRC Procedure**

2.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 20 and Redressal of Grievance Regulations, 2022

## H. **Blacklisting/ Debarment**

### 1. **Procedure for Blacklisting/Debarment**

1.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and "procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.



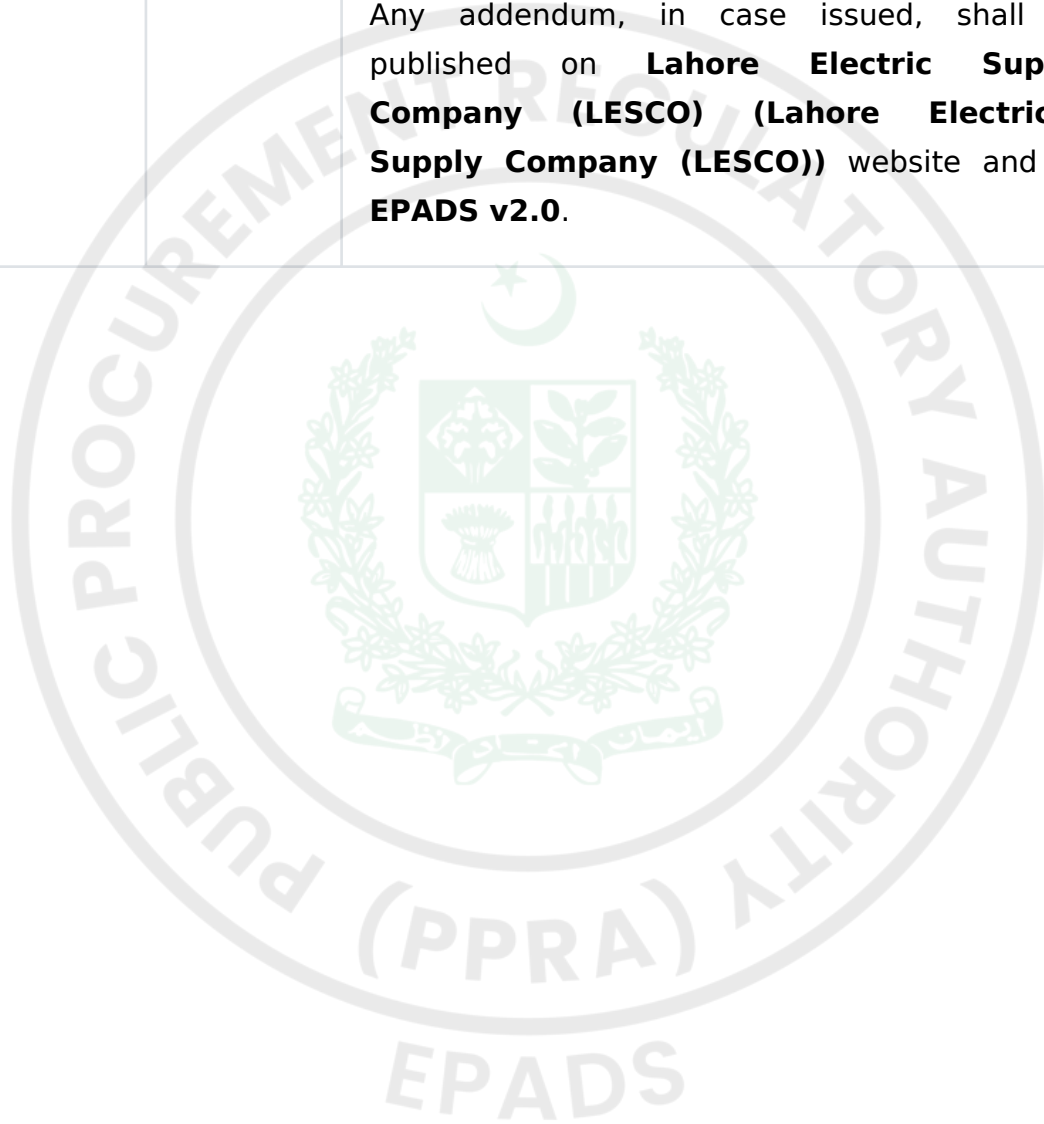
## Bid Data Sheet

## Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
<b>1</b>	<b>1.1</b>	<p>Name of Procuring Agency:<b>Lahore Electric Supply Company (LESCO) (Lahore Electricity Supply Company (LESCO))</b></p> <p>The subject of procurement is:<b>TENDER NO 1 (FOR HIRING SERVICES OF FIRM FOR DEPLOYMENT OF SECURITY GUARDS IN LESCO)</b></p> <p>Expected commencement date: <b>Monday, June 15, 2026</b></p>
<b>2.</b>	<b>2.1</b>	<p>Financial year for the operations of the Procuring Agency:<b>2025-26</b></p> <p>Name and identification number of the Contract: <b>P18296</b></p>
<b>3.</b>	<b>4.6</b>	<p>JV/Consortium or Association Allowed: <b>No</b></p> <p>Number of JV/Consortium Members: <b>Nil</b></p>
<b>B. Bidding Documents</b>		

<p><b>4.</b></p>	<p><b>7.1</b></p>	<p>The Bidders may seek clarifications through <b>EPADS v2.0</b>: Clarification Date: Tuesday, April 14, 2026  Pre-Bid Meeting: Wednesday, April 15, 2026 11:00 AM  Venue: Deputy Manager Security LESCO HEAD Quarter 22-A Queens Road Lahore</p>
<p><b>5.</b></p>	<p><b>8.1</b></p>	<p>Any addendum, in case issued, shall be published on <b>Lahore Electric Supply Company (LESCO) (Lahore Electricity Supply Company (LESCO))</b> website and on <b>EPADS v2.0</b>.</p>



6.

9.1

List of documents required along with the bid:

1. Organizational Structure of the Firm along with available required manpower with their qualification and experience
2. The firm must have executed at least 01 projects of similar nature for other organizations (Public, Government or Semi Government departments)
3. The firm must provide the list of clients to where the bidder has done similar work together with name and contact details of the key persons. Performance certificates or proof of contract shall be placed
4. Registration with FBR / PRA under the category of sales & income tax.
5. List of Human and financial resources of the participating firm
6. Annual financial turnover of the firm (Audited Financial Statement / Audit Reports of last three years from well reputed chartered accountant firm / Annual Turnover)
7. Name and brief of any specialized and licensed HRIS/software support System
8. Undertaking of Non-blacklisting / De-banned by any Government Organization
9. Undertaking of Non-litigation or Detail of all litigations with Govt/Semi Govt / Pvt. Firms. The bidder will be non-responsive if litigation is 25% to net worth
10. Bidder must submit undertaking that all clauses of bidding documents ITBs, DDS, general conditions, special conditions and technical criteria are acceptable in each manner.

7.	11.1	The qualification criteria to establish the supply / production capability of the bidder.  <i>see Eligibility Criteria</i>
8.	7.6	<b>Services and Their related documents:</b> <i>See section Required Services and Scope of Work</i>
9.	13.1 & 13.2	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
10.	7.6.2	<b>Specifications:</b>  <i>see section of specifications.</i>
C. Preparation of Bids		
11.	13.5	The price shall be <b>Fixed</b> .
12.	15.1	Currency of the Bids shall be : <b>PKR</b>
13.	16.1	The Bids/Bid Validity period shall be: <b>120 Days</b>
14.	17.1	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in <b>BDS 6</b>  The Bid Security shall be in the form of: <b>Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft</b>

15.	17.3	The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.
16.	18.1	Alternative Bids to the requirements of the bidding documents willnot be permitted.
<b>D. Submission of Bids</b>		
17.	21.1	<p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p><b>22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).</b></p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: <b>Thursday, April 23, 2026 11:00 AM</b></p>
<b>E. Opening and Evaluation of Bids</b>		
18.	26.1	<p>The Bids opening shall take place on <b>EPADS v2.0.</b></p> <p>Day : <b>Thursday</b></p> <p>Date: <b>Thursday, April 23, 2026</b></p> <p>Time : <b>11:30 AM</b></p>

19.	32.1	Selection technique adopted will be: <b>Quality and Cost Based Selection (QCBS)</b> <i>see Evaluation Criteria</i>
F. Award of Contract		
20.	49.1	The Performance guarantee shall: <b>10.00%</b> . The Performance Guarantee shall be acceptable in the form of: <b>Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft</b>
21.	51.1	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	53.1	Grievance against this procurement shall be submitted online on EPADS v2.0.

## Eligibility Criteria

Bidder's Type	Required Registration
Any	FBR (NTN) FBR (GSTN) SECP

Eligibility Criteria	Document
The security agency having membership of the All Pakistan Security Agencies Association (APSAA)	Yes
PTA Wireless Communication License	Yes
Income Tax (active tax payer)	Yes
EOBI, Social security, compliance with labor laws etc.	Yes
All E-Bids must be accompanied by a Bid Security amounting to 2,000,000/- in the shape of Cheque/Bank Draft and pay order or Bid Securing Declaration on the prescribed format	Yes
The bid security shall be, at the option of the bidder, in the form of Deposit at Call or Pay Order or Banker's Cheque or a Bank Guarantee must be issued in the favor of CEO LESCO	Yes

Following Schedule Bank of Pakistan are acceptable (For Bid Security) Allied Bank Limited, National Bank of Pakistan, Bank Al- Habib, United Bank Limited, Muslim Commercial Bank, Habib Bank Limited, Askari Bank Limited, Bank Al- Falah Limited, The Bank of Punjab, Faysal Bank Limited, Meezan Bank Limited, Zarai Trakiati Bank Limited, Habib Metropolitan Bank Limited, Samba Bank Limited, Standard Chartered Bank Limited, Dubai Islamic Bank Pakistan Limited and JS Bank Limited	No
Bid guarantee shall be furnished on non-judicial stamp paper of value Rs.500/-. In case of any amendment in Bid Security, the bidder should also furnish the same on non-judicial stamp paper of value Rs. 500/-.	No
The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 120 days so the bid security shall be valid for 120+28 = 148 days.	No
The security company should be license holder from Ministry of Interior Islamabad GOP	Yes

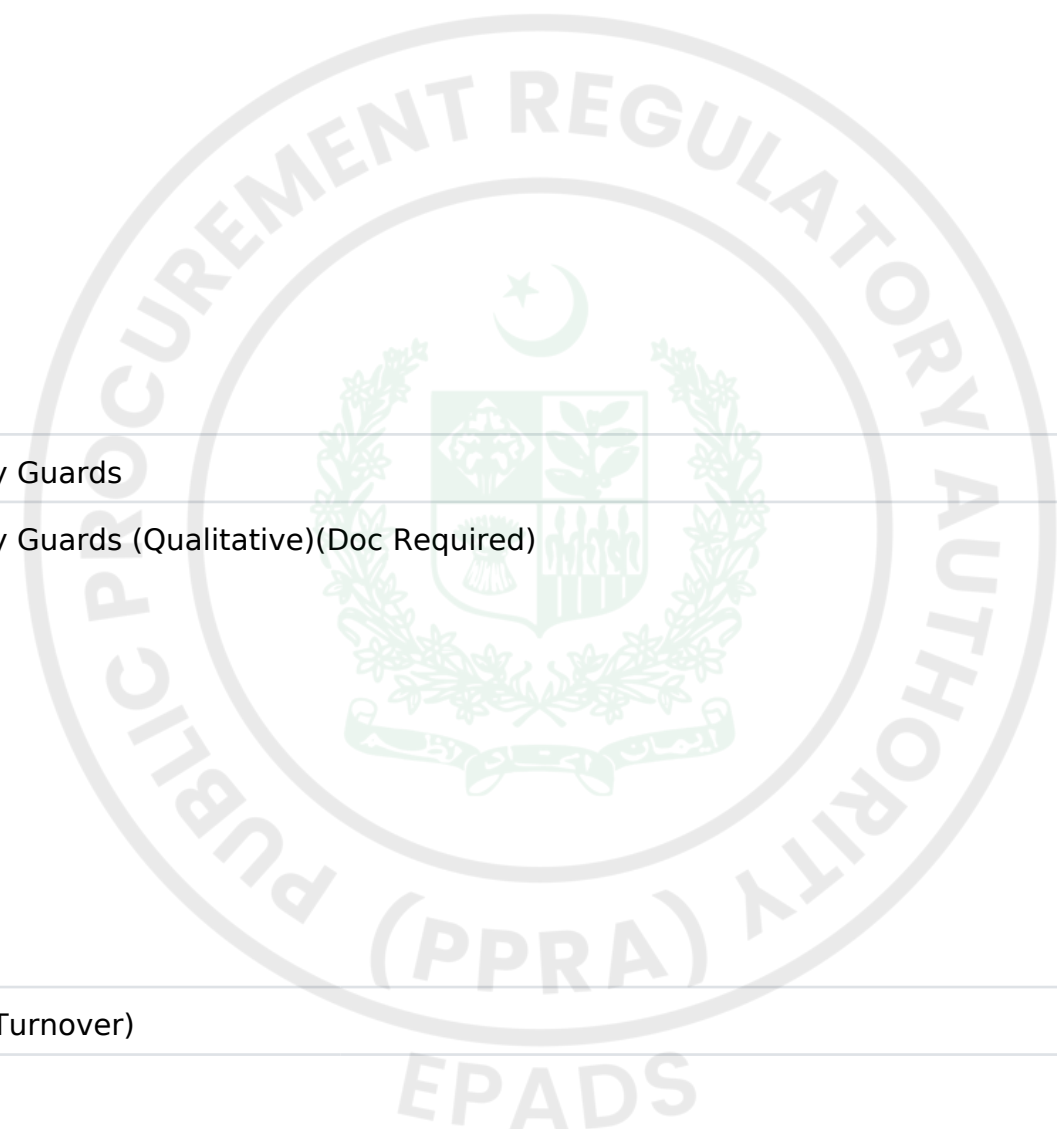
## Evaluation Criteria

### Quality and Cost Based Selection (QCBS)

<b>Technical Marks</b>	<b>50</b>
<b>Passing Marks</b>	<b>35</b>
Security Company Profile and Year of Establishment	

<p>Security Company Profile and Year of Establishment (Qualitative)(Doc Required)</p> <p>More than 12 years <b>(5)</b></p> <p>Between 10.1-12 years <b>(4)</b></p> <p>Between 8.1-10 years <b>(3)</b></p> <p>Between 7.1-8 years <b>(2)</b></p> <p>Between 5-7 years <b>(1)</b></p>	<p>5</p>
<p>No. of Arms / Weapons Licenses (NPB/Automatic) (Details list of Arms / Weapons Licenses (NPB/Automatic))</p>	
<p>No. of Arms / Weapons Licenses (NPB/Automatic) (Qualitative)(Doc Required)</p> <p>More than 1500 <b>(10)</b></p> <p>Between 1201-1500 <b>(8)</b></p> <p>Between 901-1200 <b>(6)</b></p> <p>Between 601-900 <b>(4)</b></p> <p>Less than 600 <b>(2)</b></p>	<p>10</p>
<p>Number of Govt. / Semi-Government / Autonomous Clients in Pakistan during last five years where completed tenure of contract</p>	

<p>Number of Govt. / Semi-Government / Autonomous .. (Qualitative)(Doc Required)</p> <p>06 No. Organizations <b>(10)</b></p> <p>05 No. Organizations <b>(8)</b></p> <p>04 No. Organizations <b>(6)</b></p> <p>03 No. Organizations <b>(4)</b></p> <p>02 No. Organizations <b>(2)</b></p> <p><b>(1)</b></p>	<p>10</p>
<p>Existing strength of Security Guards</p>	
<p>Existing strength of Security Guards (Qualitative)(Doc Required)</p> <p>More than 4000 <b>(10)</b></p> <p>3500 to 4000 <b>(8)</b></p> <p>3001 to 3500 <b>(6)</b></p> <p>2001 to 3000 <b>(4)</b></p> <p>Minimum 2000 <b>(2)</b></p>	<p>10</p>
<p>Financial Capacity (Annual Turnover)</p>	



<p>More than Rs.650 million (Qualitative)(Doc Required)</p> <p>More than Rs.650 million <b>(10)</b></p> <p>Rs.600 million to Rs. 649 million <b>(8)</b></p> <p>Rs. 550 million to Rs. 599 million <b>(6)</b></p> <p>Rs. 501 million to Rs. 549 million <b>(4)</b></p> <p>Minimum Rs.500 million <b>(2)</b></p>	10
Annual Employee (Security Staff) Turnover	
<p>Annual employee turnover less than 6% (Qualitative)(Doc Required)</p> <p>Annual employee turnover less than 6% <b>(5)</b></p> <p>Annual employee turnover between 6.1%–9.9% <b>(3)</b></p> <p>Annual employee turnover between 10%–15% <b>(1)</b></p>	5

## Required Services

### Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
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<p>HIRING SERVICES OF FIRM FOR DEPLOYMENT OF SECURITY GUARDS IN LESCO (THE QUOTED RATE SHALL INCLUDE BASIC SALARY IN ACCORDANCE WITH DETAIL AS ATTACHED IN ANNEXURE SECTION</p>	<p><b>Address:</b> Deployment of total 1187 Armed Security Guards to safeguard its installations, offices, assets, personnels, and infrastructure spread across district of Lahore, Kasur, Sheikhpura, Okara and Nankana.</p> <p><b>Schedule:</b> Within 60 Days after award of contract</p> <p><b>Quantity:</b> 1187</p>	<p>1187</p>	<p>2000000</p>
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## Related Services :

No

## Services Specifications

### Positions Without Lots :

**Position:** HIRING SERVICES OF FIRM FOR DEPLOYMENT OF SECURITY GUARDS IN LESCO (THE QUOTED RATE SHALL INCLUDE BASIC SALARY IN ACCORDANCE WITH DETAIL AS ATTACHED IN ANNEXURE SECTION

### Specifications / Requirements:

FINANCIAL PROPOSAL (PER MONTH WITH FOLLOWING BREAKUP/DETAILS) Sr. No. Monthly Payment details Rate for Security Guards in Rs. (With Arms)

1. Minimum Wages / Basic Salary (must comply with current DC rates of the area under the jurisdiction of LESCO)
2. Employees Social Security Contribution
3. EOBI Contribution by Service Provider
4. Life / Fidelity Insurance
5. Gratuity contribution
6. Cost of Uniform
7. Weapon Maintenance Cost, if any
8. Any other charges (specify if any)
9. Service Provider charges / fee
10. Provincial Sales Tax Total (Lump sum cost per Guard)

Note:- Rates quoted should be logical and justifiable, otherwise bid

will be rejected. i. Total wage/guard/month EOBI, Social Security & PST etc. (as above mentioned details) = Rs. 123 ii. For Example: No. of Outsourced S/Guards = 1187 iii. Total Contract Bid (i)x(ii) = 1187 X Rs. 123 a. Pre-Recruitment: i. Ex-Armed forces persons maximum age is 50 and for civilian trained from trained from Institutions authorize by Ministry of Interior / Home Department and not more than 45 years. ii. Ex-Armed employee mean person retired from Armed Forces mainly GD Trade, Infantry, Rangers, FC and Mujahid Force. iii. Should be Medical Category "A" iv. Should be physically and mentally fit. v. are properly checked including verification of educational certificates, experience, integrity and background. It must be completed within one week of the joining LESCO may conduct verification at its level, if required. vi. 60% Guards must be from Ex-Armed Forces and 40% will be Civilian trained from Institutions authorize by Ministry of Interior / Home Department. vii. The security guard retired from Pakistan Army, fighting & supporting arms mainly GD trade, Rangers, FC & Mujahid Force may not be more than of 50 years of age whereas age for civilian guards must not be more than 45 years

## Scope of Work

- Regulate entry and exit of employees, visitors, and vehicles at gates and offices as per LESCO procedures.
- Ensure all persons entering premises display valid ID cards or authorized gate passes.
- Conduct regular patrolling of assigned areas to prevent theft, sabotage, or unauthorized activities.
- Remain alert and vigilant at all times, observing surroundings and reporting suspicious activities immediately.
- Safeguard LESCO property, equipment, and installations against damage, theft, or misuse.
- Act promptly during emergencies (fire, accident, disturbance, or threat) and report to the Project Manager/LESCO Security Officer /Inspector.
- Maintain proper visitor entry registers and issue/collect visitor passes as instructed.

- Control the movement of materials, ensuring proper gate passes for items entering or leaving the premises.
- Maintain proper turnout, behavior, and discipline while on duty; no sleeping, smoking, or using mobile phones during duty hours.
- Immediately inform the Project Manager and LESCO Security Office about any irregularity, incident, or breach of security.
- Ensure proper handover/takeover of duty posts and logbooks at shift change.
- Always be in full uniform with ID card, whistle, baton, and other issued equipment in working order.
- Maintain secrecy of all information related to LESCO operations and security arrangements.
- The firm shall engage a **Project Manager** preferably (Major / Captain Retd) and one Retired Subedar in consultation with the Client, who shall be at the disposal of LESCO at all times during the performance of the Services ensure that the Services are satisfactorily performed.
- 60% Guards must be from Ex-Armed Forces and 40% will be Civilian trained from Institutions authorize by Ministry of Interior / Home Department.
- The security guard retired from Pakistan Army, fighting & supporting arms mainly GD trade, Rangers, FC & Mujahid Force **may not be more than of 50 years of age whereas age for civilian guards must not be more than 45 years.**
- The security agency will provide required number of Walkie-Talkie Sets with Base Station at stations as per **Annex-A.**
- Medical fitness certificates along with Character certificates of security guards / police verification report shall be provided by successful bidder.
- **Qualified security agency will provide 1187 Nos.** security guards within two months (phase-wise, if not provided at once) , however, once interview of security guards is done by the LESCO team, Security Company will deploy those security guards to

LESCO within 15 days.

- It shall be essential for Security Company to provide security uniform as per the instructions in vogue to security staff at its own cost.
- The Security Company shall provide 100%-armed security guards with minimum 350 weapons along with minimum 20 bullets each. Request to increase the number of weapon may be asked from service provider considering the need of LESCO. LESCO reserves the right to shift, increase/decrease the number of security guards at any installation and office as per need at any time during any stage of the contract period.
- The provision of metal detectors to each office shall be the responsibility of Security Company.
- Arrangements of Cabins cum shelter where facility does not exist for the Security Guards will be the responsibility of the Service Provider where necessary.
- The agencies must have their one Office at Lahore established with address, contact and fax Nos in the service area of Kasur, Sheikhupura, Nankana and Okara.
- **Tenure of duty will be round the clock in three shifts including 4 rests per month and the security guards may be posted anywhere under the jurisdiction of LESCO.**
- The Security Company will deploy the guards at cities of LESCO area of jurisdiction with the following priority and phases. 1st phase will be Lahore, Sheikhupura & Kasur and 2nd phase will be remaining areas as per given plan.
- The Security Company will administer the guards on day to day basis through their own security supervisors preferably Havildar (Retd) / officer in-charge and supervisors so hired will be located regionally and will be bound to coordinate affairs with LESCO security department through all available means. Administrative control of these private security guards will be of LESCO Security Department.

- Strength / number of security guards may be increased or decreased as per requirement at the time of award of contract.
- LESCO as well as Service Provider reserves the right to cancel the contract at any time at the advance notice of 90 days.
- The successful security agency will not sublet the contract at any stage of contract during its currency to other security agencies.
- Salary per security guard per month shall be including all applicable Taxes.
- Security Company will ensure payment of salaries to security guards under all circumstances by maximum 5th of each month through bank transfer after getting attendance certificate from DM(Security) to avoid exploitation for smooth functioning through their own finances / resources and a certificate to the effect will be rendered to LESCO by 7th of each month failing which the invoice salary bill will not be entertained / processed by LESCO. The Company must have sound financial position to pay the salaries to the guards for atleast two months. It should be supported through bank statement.
- All applicable Provincial / Federal taxes if imposed during the period of the contract will be adjusted or deducted out of the running bill or from the amount payable to the security agency. All Rules/Regulations/instructions issued by Government of Pakistan & Provincial Government from time to time will be applicable /binding on security agency
- An annual increase upto 10% salary per security guard with mutual consent depending upon their performance is to be added to cover the inflation trend in the pay of security guard.
- Minimum labour wages approved by the Govt will be given to the guards. In case of any violation, contract will be terminated.
- Any change in tax governance is to be applicable on both parties according to the applicability and on production of documentary evidence.
- The relief to staff on account of leave, sickness etc. shall be provided by the security agency with substitute deployment. In case of relief not provided then LESCO reserves the right to deduct the 02 days salary of the Security staff against 01 day's absence

of that security guard. and issue a warning letter to the security agency. On receipt of such three letters, LESCO reserves the right to cancel the contract and forfeit the performance guarantee of the security agency.

- In case of robbery / theft, 03 member's committee comprising of 02 from LESCO and 01 from security agency will determine the cause of robbery / theft and if it happened due to negligence of outsourced security staff, then security agency will bear the loss. The security agency will make good the loss within one month after the determination / fixing of responsibility.
- The contractor at its own expenses shall provide his employees with neat and clean uniforms, shoes, overcoats and caps etc. at least twice a year. Company will arrange / conduct firing practice atleast once in each Quarter in range for all guards.
- The successful bidder will nominate its Project Manager, Retired Subedar and one Supervisor on every 100 security staff exclusively at the disposal of LESCO, who shall perform the duties according the responsibilities defined as per **(Annex-B)** under the supervision of LESCO's Security Department.
- The Pay of Project Manager, Retired Subedar & Supervisors will be managed from Private Security Company.
- All posting, transfer, adjustment and re-adjustment plan will be given by Dy Manager Security LESCO and LESCO reserve right to post any security guard to other place for its interest.

### **Job Description of Private Security Guard**

The Security Guards deployed by the Private Security Company at LESCO installations shall perform their duties under the supervision of the nominated Project Manager and LESCO Security Department as per the following responsibilities:

- Regulate entry and exit of employees, visitors, and vehicles at gates and offices as per LESCO procedures.
- Ensure all persons entering premises display valid ID cards or authorized gate passes.
- Conduct regular patrolling of assigned areas to prevent theft, sabotage, or unauthorized activities.

- Remain alert and vigilant at all times, observing surroundings and reporting suspicious activities immediately.
- Safeguard LESCO property, equipment, and installations against damage, theft, or misuse.
- Act promptly during emergencies (fire, accident, disturbance, or threat) and report to the Project Manager/LESCO Security Officer /Inspector.
- Maintain proper visitor entry registers and issue/collect visitor passes as instructed.
- Control the movement of materials, ensuring proper gate passes for items entering or leaving the premises.
- Maintain proper turnout, behavior, and discipline while on duty; no sleeping, smoking, or using mobile phones during duty hours.
- Immediately inform the Project Manager and LESCO Security Office about any irregularity, incident, or breach of security.
- Ensure proper handover/takeover of duty posts and logbooks at shift change.
- Always be in full uniform with ID card, whistle, baton, and other issued equipment in working order.
- Maintain secrecy of all information related to LESCO operations and security arrangements.
- Ensure decent attitude towards general public and LESCO Employees.

LESCO require services of a firm to provide skilled manpower on third party basis for the posts of Security Guard in least possible time at minimum cost in LESCO. The positions require technically skilled persons for field offices.

Responsibilities and duties of the hired firm include the following but are not limited

- Ex-Armed forces persons maximum age is 50 and for civilian trained from Institutions authorize by Ministry of Interior / Home Department and not more than 45 years.

- Ex-Armed employee mean person retired from Armed Forces mainly GD Trade, Infantry, Rangers, FC and Mujahid Force.
- Should be Medical Category “A”
- Should be physically and mentally fit.
- are properly checked including verification of educational certificates, experience, integrity and background. It must be completed within one week of the joining. LESCO may conduct verification at its level, if required
- Tenure of duty will be round the clock in 3 shifts.
- The relief to staff for leave / sickness etc. will be provided by security company.
- 4xrest days will be provided per month
- Medical Fitness / Character certificate must be provided.
- Police verification shall be provided.
- The firm will ensure that credentials of manpower
- The bidder shall provide LESCO with replacements of any/such hired staffs who wished to discontinue their employment with LESCO or the termination of employment contract given by the bidder, based on the recommendations from LESCO only, which could originate due to performance or any other disciplinary issue without additional cost within 07 working days
- LESCO and service provider firm will nominate coordinators to liaise with Outsourced Firm during the period of assignment to ensure that proposed time frame is met
- LESCO will make the final decision, if a contract of any hired staff is to be renewed or extended and the tenure of that contract as per performance and requirement.

- LESCO will evaluate the performance of the hired staffs employed for LESCO on annual basis.
- Tenure of the employment contract shall be at the discretion of LESCO depending on the requirement.
- The termination of employment contract will be given by the bidder, based on the recommendations from LESCO only.
- Hired staffs can be stationed at any LESCO office including LESCO head office.
- The bidder shall maintain database of all the hired staffs employed for LESCO and will ensure availability of any/such reports, as/when required by LESCO e.g. leaves et
- The bidder will ensure that all hired staffs comply with LESCO policies and regulations. The bidder will take appropriate actions against any disciplinary matter.
- Hired persons will be full time at disposal of LESCO and will not join any other employment.
- Day to day work will be assigned and monitored by superiors or their head of office.
- The Service Provider shall provide Guarding Services as per the Assigned Instructions by LESCO through its armed, uniformed and trained security guards for the performance of its services hereunder and these security personnels deployed shall be employees of the Service Provider
- 
- LESCO Security Head shall have the right, within reason, to have any security personnels removed who is considered to be undesirable or otherwise and similarly the Service Provider reserves the right to remove the guard with prior permission to LESCO, emergencies, exempted.
- The Service Provider shall cover its security personnels for personal accident and death while performing the duty and LESCO shall own no liability and obligation in this regard.

- The Service Provider shall exercise prompt supervision to ensure proper performance of Guarding Services in accordance with assignment instructions.
- The Service Provider shall ensure that its personnels do not allow any property of LESCO to be taken outside of the premises without the written permission of the person(s) authorized by LESCO.
- The personnels of the Service Provider shall not be the employees of LESCO and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Service Provider shall make them known about this position in writing before deployment under this agreement.
- The Service Provider shall also provide at its own cost all benefits statutory or otherwise to its employees and LESCO shall not have any liability whatsoever on this account. The Service Provider shall also abide by and comply with the Labour laws, EPF Laws, Income tax laws and Minimum Wages Rules & Laws or any other law in force.
- The Service Provider shall provide uniforms and arms/ equipment etc to its security personnels at its own cost.
- The Service Provider shall cover all its personnels under the relevant laws of EPF, EOBI, Labour and other prevailing rules & regulations of Govt. and shall abide by all Labour laws, laws related to EPF Organization and requirements/prevaling rules & regulations of Government departments issued from time to time. LESCO shall not have any liability whatsoever on this account. Proof of the same should be submitted by the Service Provider from time to time to LESCO.
- The antecedents of Security staff deployed shall be got verified by the Service Provider from local police authority and an undertaking in this regard to be submitted to this Department and the Department shall ensure that the Service Provider complies with the provisions.
- Prompt supervision shall be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.

- All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with LESCO Security Department.
- The Service Provider shall completely indemnify LESCO and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Service Provider or any of its employees engaged in the provision of the Guarding Services LESCO.
- The Service Provider will not Sub-Contract, transfer or assign the contract or any other part. In the event of the Service Provider contravening this condition, LESCO shall be entitled to place the contract elsewhere on the Service Provider's risk and cost and the Service Provider shall be liable for any loss or damage, which the LESCO may sustain in consequence or arising out of such replacing of the contract. All other information and details attached in Annexure Section must be complied by the bidder.

## Price Schedule

### For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

### For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





## General Conditions of Contract

## A. General

### 1. Definitions

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

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. "Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

1.1.14. "In Writing" means communicated in written form with proof of receipt;

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

## 2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

## 3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

## 4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

## 5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

## 6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

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

## 1. **Effectiveness of Contract**

1.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

## 2. Commencement of Services

2.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

## 3. Program schedule

3.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

## 4. Starting Date/Expiration Date

4.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

4.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## 5. Entire Agreement

5.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## 6. Modification

6.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

6.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

## 7. Force Majeure

### 7.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### 7.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 7.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### 7.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 8. Termination

### 8.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

8.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

8.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

8.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

8.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

8.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

### 8.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

8.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

8.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

8.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

8.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

## C. Obligations of the Contractor

### 1. General

#### 1.1. Standard of Performance

1.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

1.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

#### 1.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

### 2. Conflict of Interests

#### 2.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

#### 2.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 2.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

2.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

2.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

2.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

### **3. Insurance to be Taken Out by the Contractor**

3.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **4. Contractor's Actions Requiring Procuring Agency's Prior Approval**

4.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

4.1.1. appointing such members of the Personnel not provided by the Contractor;

4.1.2. changing the Program of activities; and

4.1.3. any other action that may be specified in the SCC.

### **5. Reporting Obligations**

5.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

### **6. Liquidated Damages**

#### **6.1. Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

#### **6.2. Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

### 6.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

## 7. Performance Guarantee

7.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

7.4. 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**.

## 8. Sustainable Procurement

8.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

## D. Contractor's Personnel

### 1. Description of Personnel

1.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

### 2. Removal and / or Replacement of Personnel

2.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

2.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

2.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

### 1. Change in the Applicable Law

1.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

### 2. Services and Facilities

2.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

2.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

## F. Payments to the Contractor

### 1. Contract Price

1.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

### 2. Terms and Conditions of Payment

2.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

2.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

### 3. Quality Control Identifying Defects

3.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

### 4. Correction of Defects, and Lack of Performance Penalty

4.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

4.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

4.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

## 5. Settlement of Disputes Amicable Settlement

5.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

## 6. Dispute Settlement

### 6.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



## Special Conditions of Contract

## SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

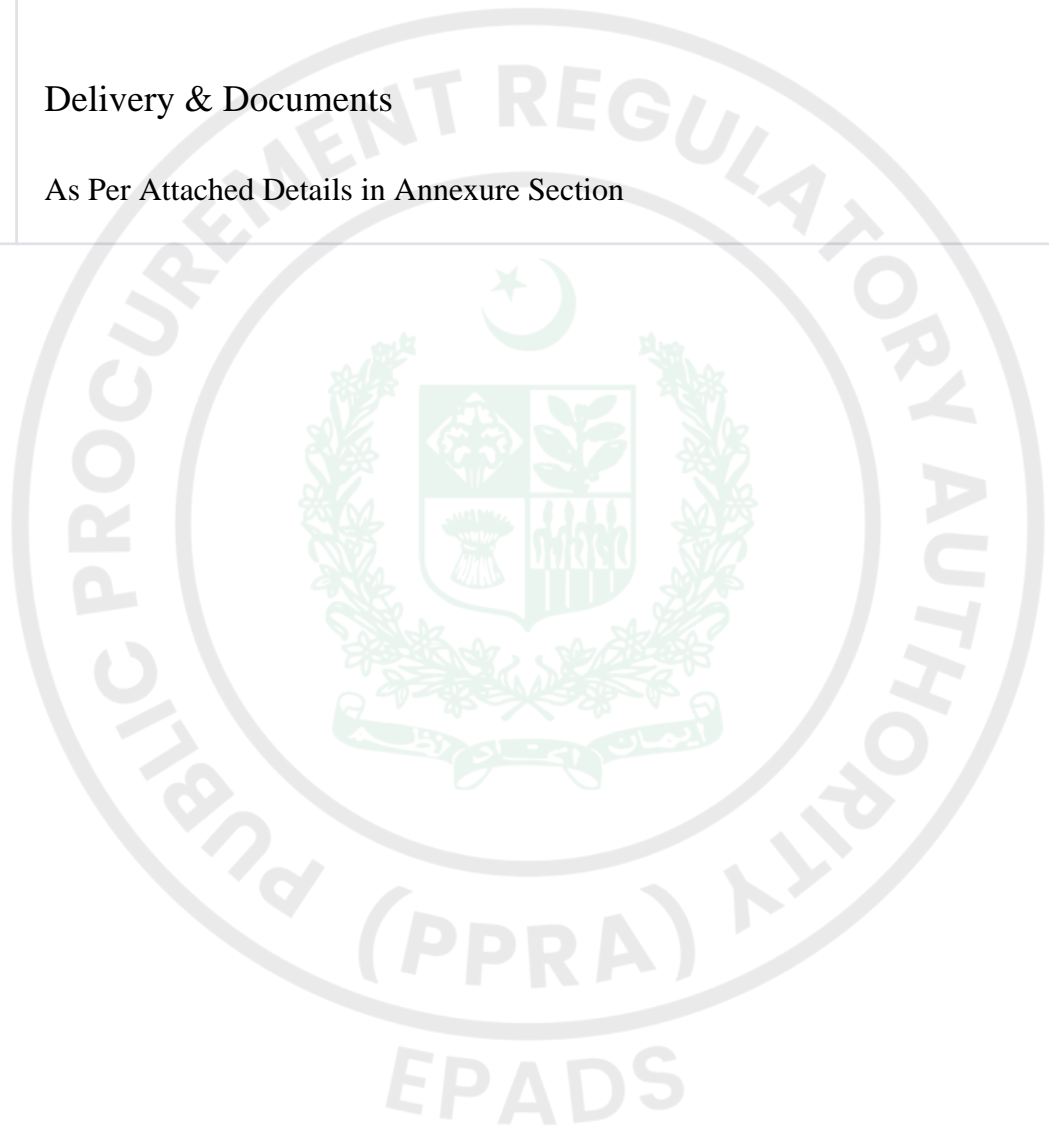
The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	<p><b>Definitions</b></p> <p><b>The Procuring Agency is:</b>Lahore Electric Supply Company (LESCO) (Lahore Electricity Supply Company (LESCO)),Security Officer22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).</p> <p><b>The Supplier is:</b></p> <p><b>The title of the subject procurement is:TENDER NO 1 (FOR HIRING SERVICES OF FIRM FOR DEPLOYMENT OF SECURITY GUARDS IN LESCO)</b></p>
<b>GCC 2</b>	<p><b>Applicable/Governing Law:</b></p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
<b>GCC 3</b>	<p><b>Language:</b></p> <p>The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <b>English</b>.</p>

<p><b>GCC 4</b></p>	<p><b>Notices:</b></p> <p><b>The addresses for the notices are:</b></p> <p>Procuring Agency:</p> <p>Lahore Electric Supply Company (LESCO) (Lahore Electricity Supply Company (LESCO)), Security Officer  22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).  +92-370-499-0612  officer.security@lesco.gov.pk</p> <p>Contractor/ Bidder:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Bidder’s Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>
<p><b>GCC 6.1</b></p>	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b></p> <p>Lahore Electric Supply Company (LESCO) (Lahore Electricity Supply Company (LESCO)), Security Officer  22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).  +92-370-499-0612  officer.security@lesco.gov.pk</p> <p><b>For the Bidder:</b></p> <p><b>Name:</b> .....</p> <p><b>Designation:</b> .....</p> <p><b>Address:</b> .....</p>
<p><b>GCC 7</b></p>	<p><b>Effectiveness of the contract</b></p> <p>The Contractor/Bidder shall be effective within ..... days from the date of signature of the Contract by both parties</p>

GCC 8	<p><b>Commencement of Contract:</b></p> <p>The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p>
GCC 10.2	<p><b>Expiration of Contract:</b></p> <p>The time period shall be .....</p>
GCC 14	<p><b>Termination</b></p> <p>In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.</p>
GCC 16	<p><b>Conflict of Interest:</b></p> <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.</p>
GCC 20	<p><b>Liquidated Damages</b></p> <p>If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of <b>0.10%</b> to <b>10.00%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
GCC 21	<p><b>Performance Guarantee:</b></p> <p>The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft</p>
GCC 27	<p><b>Currency of Payment:</b></p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>
GCC 28	<p><b>Payment terms:</b></p> <p>Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.</p>

<b>GCC 29</b>	<p><b>Identifying Defects:</b></p> <p>The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.</p> <p><b>Inspections &amp; Tests Requirements</b></p> <p>As Per Attached Details in Annexure Section</p> <p><b>Delivery &amp; Documents</b></p> <p>As Per Attached Details in Annexure Section</p>



## Following is the guidance for Dispute Resolution

1. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder 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 14 (fourteen) 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 Islamabad, Pakistan and proceedings will be conducted in English 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 party to the dispute liable to pay the costs of another party to the dispute.
5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

### **Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

### **Appointing Authority for Arbitrator:**

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

### **Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

### **Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at



## Bid Securing Declaration

## Form 9: Bid Securing Declaration

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

Bid No.: **PI8296**

To: **Lahore Electric Supply Company (LESCO) (Lahore Electricity Supply Company (LESCO)), Security Officer 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

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:

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

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

## SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Lahore Electric Supply Company (LESCO) (Lahore Electricity Supply Company (LESCO)), Security Officer 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **TENDER NO 1 (FOR HIRING SERVICES OF FIRM FOR DEPLOYMENT OF SECURITY GUARDS IN LESCO) (P18296)** ) and has accepted a Bids by the Bidder for the provision of Goods 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:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods 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 Bidder in consideration of the provision of Goods 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 Bidder: .....





Integrity Pact

## 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:** Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement 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 procurement 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 procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



## Performance Guarantee Form

## Performance Guarantee Form

To: **Lahore Electric Supply Company (LESCO) (Lahore Electricity Supply Company (LESCO)), Security Officer 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*



Annexure

## Submission of Annexures and Mandatory Compliance with Tender Requirements

In continuation of the procurement process for hiring of services for deputation of security guards, bidders are required to duly fill, sign, and submit all attached forms/annexures with their bids. Non-submission or incomplete submission of any applicable annexure/form shall render the bid liable for disqualification.

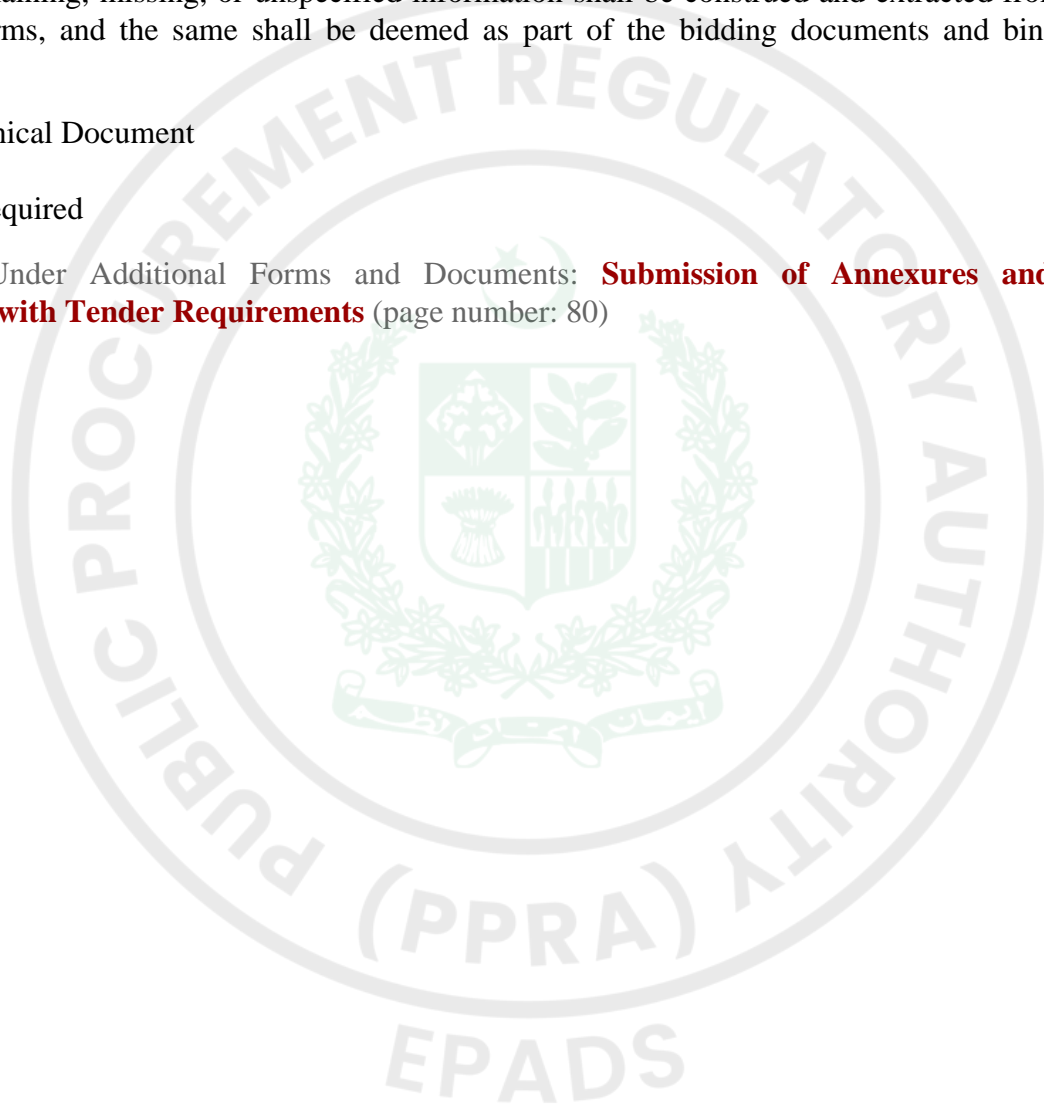
All attached annexures, including but not limited to Bank Guarantee requirements, service specifications, mandatory clauses, technical parameters, and other conditions, shall form binding and integral parts of the bidding documents. Any deviation or non-compliance may result in the bid being declared non-responsive.

All other remaining, missing, or unspecified information shall be construed and extracted from the attached annexures/forms, and the same shall be deemed as part of the bidding documents and binding upon the bidder.

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Submission of Annexures and Mandatory Compliance with Tender Requirements** (page number: 80)





## Procurement Forms

## Past Experience and Completed Contracts

Number of Govt. Sector / Semi Govt/ Autonomous Clients in Pakistan during last five years along with performance / experience certificate (Non Submission of this will be lead the bidder as technically non responsive)

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 158)







## Additional Forms and Documents

<p><b>1. Scope of Bids</b></p>	<p>1.1</p>	<p>The Procuring Agency (PA), as indicated in the <b>Bids Data Sheet (BDS)</b> invites Bids for the provision of Non-Consultancy Services for as specified in the BDS and <b>in Section V - Evaluation Criteria, Specifications &amp; Schedule of Requirements</b>. The name, identification, and number of items/deliverables are provided in the <b>BDS</b>. (<i>insert bidding procedure e.g. SSOE or SSTE</i>) procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the <b>BDS</b>.</p>
<p><b>2. Source of Funds</b></p>	<p>2.1</p>	<p>Source of funds is referred in Clause-1 of Invitation for Bids.</p>
<p><b>3. Eligible Bidders</b></p>	<p>3.1</p>	<p>1) A bidder is eligible to participate in a procurement process if the bidder:</p> <ul style="list-style-type: none"> <li>(a) possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnels, managerial capability, experience and reputation necessary to complete the procurement contract;</li> <li>(b) has the legal capacity to enter into a procurement contract;</li> <li>(c) is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;</li> <li>(d) is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);</li> <li>(e) has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security and other contributions of its employees; and</li> <li>(f) has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to: <ul style="list-style-type: none"> <li>(i) its professional conduct; or</li> <li>(ii) a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three</li> </ul> </li> </ul>

years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

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

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

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

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

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

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

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

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

	<p>Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS</p> <p>(9) No Bidder can be a sub-Service Provider while submitting a Bids individually or as a member of a joint venture in the same Bidding process.</p>
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### B. Bidding Documents

<p><b>4. Contents of Standard Bidding Document</b></p>	<p>4.1 The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with <b>ITB 6.1</b> include:</p> <p><b>Section I</b> Invitation to Bid  <b>Section II</b> Instructions to Bidders (ITB)  <b>Section III</b> Bid Data Sheet (BDS)  <b>Section IV</b> Eligible Countries  <b>Section V</b> Evaluation Criteria, Specifications, Schedule Requirements, and Technical Specifications.  <b>Section VI</b> Bidding Forms  <b>Section VII</b> General Conditions of Contract (GCC)  <b>Section VIII</b> Special Conditions of Contract (SCC)  <b>Section IX</b> Contract Forms</p> <p>4.2 The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.</p>
<p><b>5. Clarifications</b></p>	<p>5.1 Clarifications of the bidding documents may be requested in writing through EPADS by any bidder up to three days prior to the deadline for the submission of bids.</p> <p>The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.</p> <p>Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.</p> <p>No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS.</p>

	5.2	Procuring Agency's response will be uploaded on the EPADS, including a description of the inquiry.
	5.3	Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under <b>ITB 6</b> .
	5.4	If indicated <b>in the BDS</b> , 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 <b>in the BDS</b> . During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.
	5.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding document 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 <b>ITB 6</b> .
6. Amendment of bidding documents	5.6	<p>To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.</p> <p>No change in the prices or substance of the bid shall be sought, offered, or permitted.</p> <p>The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a bid:</p> <ol style="list-style-type: none"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work or specifications;</li> <li>c) all securities requirements;</li> <li>d) tax requirements;</li> <li>e) terms and conditions of bidding documents; and</li> <li>f) change in the ranking of the bidders.</li> </ol> <p>From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.</p>
	6.1	Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a

		clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.
	6.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to <b>ITB 6.1</b> shall be uploaded on EPADS as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the <b>BDS</b> : Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.
	6.3	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids: Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

#### Preparation of Bids

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<b>7. Documents Constituting the Bids</b>	7.1	The bids prepared by the bidders shall constitute the following components: - a) Forms of bid and Bid Prices completed in accordance with <b>ITB 10 and 11</b> ; b) Documentary evidence established in accordance with <b>ITB 8</b> that services to be provided by the bidder are eligible services, and conform to the bidding documents; c) Documentary evidence established in accordance with <b>ITB 9</b> that the bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with <b>ITB 9.3</b> that the bidder has been authorized to provide the services; e) Bid security or Bids Securing Declaration furnished in accordance with <b>ITB 14</b> ; and f) Any other document required in the <b>BDS</b> .
<b>8. Documents Establishing Eligibility of the Services and Conformity to Bidding documents</b>	8.1	To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.
	8.2	Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

9. Documents Establishing Eligibility and Qualification of the Bidder	9.1	Pursuant to <b>ITB 8</b> , 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.
	9.2	The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in <b>Section-IV</b> titled as "Eligible Countries".
10. Form of Bid	9.3	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: a) the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in <b>BDS</b> . b) that the bidder meets the qualification criteria listed in the Bids Data Sheet.
11. Bids Prices	10.1	The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
11.1	11.1	The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.
	11.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.
	11.3	The Bid price to be quoted in the Forms of Bid in accordance with <b>ITB 10</b> shall be the total price of the bid, excluding any discounts offered.
	11.4	The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.
	11.5	Prices quoted by the bidder shall be fixed during the currency 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.
12. Bids Currencies	12.1	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the <b>BDS</b> .
13. Bid Validity Period	13.1	Bid(s) shall remain valid for the period specified in the <b>BDS</b> 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.
<b>14. Bid Security or Bid Securing Declaration</b>	14.1	Unless otherwise specified in the <b>BDS</b> , the bidder shall furnish as part of its bid, in the amount and currency specified in the <b>BDS</b> or Bid Securing Declaration on the format provided in <b>Section VI (Bid Forms)</b> The scanned copy of the Bids Security shall be uploaded in the EPADS while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.
	14.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to <b>ITB 14.5</b>
	14.3	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in <b>14.5</b> are invoked.
	14.4	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, 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 <b>ITB 13</b> . The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest: <ul style="list-style-type: none"> <li>(a) the expiry of the Bid Security;</li> <li>(b) the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;</li> <li>(c) the rejection by the Procuring Agency of all Bids;</li> <li>(d) the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.</li> </ul>
	14.5	The Bid Security may be forfeited or the Bid Securing Declaration executed: <ul style="list-style-type: none"> <li>a) if a bidder: <ul style="list-style-type: none"> <li>i) withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the</li> </ul> </li> </ul>

		<p>bidder in the Forms of Bid, except as provided for in the ITBs; or</p> <p>ii) does not accept the correction of errors pursuant to <b>ITB 23</b>; or</p> <p>b) in the case of a successful bidder fails: i) to sign the contract in accordance with <b>ITB 32</b>; or ii) to furnish Performance Guarantee in accordance with <b>ITB 33</b>.</p>
	14.6	The bid security shall be valid for a period specified in <b>BDS</b> . Bids with shorter bid security validity period shall be rejected straight away.
<b>15. Alternative Bids by Bidders</b>	15.1	Alternatives will not be considered, unless specifically allowed for in the <b>BDS</b> .
<b>16. Withdrawal, Substitution, and Modification of Bids</b>	16.1	Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.
<b>17. Format and Signing of Bids</b>	17.1	The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS.
	17.2	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.
<b>18. Submission of Bids through EPADS before Dead deadline</b>	<b>D. Submission of Bids</b>	
	18.1	The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.
	18.2	The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.
<b>19. Opening of Bids</b>	<b>E. Opening and Evaluation of Bids</b>	
	19.1	The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the <b>BDS</b> . The Bidders' representatives present shall sign attendance sheet as proof of their attendance.
	19.2	The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid

		security, if required; and (d) any other details as the procuring agency may consider appropriate.
	19.3	No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.
	19.4	The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.
<b>20. Confidentiality</b>	20.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.
	20.2	Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.
<b>21. Preliminary Examination of Bids</b>	21.1	Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid: <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB 3</b>;</li> <li>b) has been prepared as per the format and contents defined by the procuring agency in the bidding document;</li> <li>c) is accompanied by the required securities; and</li> <li>d) is substantially responsive to the requirements of the bidding document.</li> </ul>
	21.2	The procuring agency will confirm that the documents and information specified under <b>ITB 7,8 and 9</b> have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.
	21.3	If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.
<b>22. Examination of Terms and Conditions, Technical Evaluation</b>	22.1	The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with <b>ITB 21</b> , to confirm that all requirements specified in <b>Section V - Evaluation Criteria, Technical Specifications and Schedule of Requirements</b> , prescribed in the bidding document have been met without material deviation or reservation.
	22.2	If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with <b>ITB 21</b> , it shall reject the bids.

<p><b>23. Correction of Errors</b></p>	<p>23.1</p>	<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"> <li>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;</li> <li>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</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</li> </ul>
	<p>23.2</p>	<p>The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with <b>ITB 14</b>.</p>
<p><b>24. Conversion to Single Currency</b></p>	<p>24.1</p>	<p>To facilitate evaluation and comparison, the procuring agency will convert all bid prices expressed in the amount 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 document. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding document, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.</p>
<p><b>25. Evaluation of Bids</b></p>	<p>25.1</p>	<p>The procuring agency shall evaluate and compare only those bids determined to be substantially responsive, pursuant to <b>ITB 21</b>.</p>
	<p>25.2</p>	<p>In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the <b>Bid Data Sheet (BDS)</b> and in accordance with the</p>

		Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
26. <b>Determination on of Most Advantageous Bids</b>	26.1	Selection technique will be adopted for determining the most advantageous bid in accordance with the criteria referred in the <b>BDS</b> or prescribed in the separate section titled as Evaluation Criteria.
27. <b>Abnormally Low Financial Bids</b>	27.1	<p>Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.</p> <p>A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -</p> <ul style="list-style-type: none"> <li>(a) requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and</li> <li>(b) having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.</li> </ul> <p>The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.</p>

#### F. Award of Contract

28. <b>Criteria of Award</b>		28.1 The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Most Advantageous Bidder.
29. <b>Procuring Agency's Right to reject All Bids</b>		29.1 The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).
		29.2 Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring

		agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.
<b>30. Procuring Agency's Right to Vary Quantities at the Time of Award</b>	30.1	The procuring agency reserves the right, at the time of contract award, to increase or decrease the quantity of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the <b>Bid Data Sheet (BDS)</b> . This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.
<b>31. Notification of Award</b>	31.1	Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	31.2	Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	31.3	The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with <b>ITB 33</b> and signing of the contract in accordance with <b>ITB 32</b> .
<b>32. Signing of Contract</b>	32.1	Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.
<b>33. Guarantee Performance</b>	33.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee ( <b>upto 10%</b> ) in the amount and in the form stipulated in the <b>BDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	33.2	Failure of the successful bidder to comply with the requirement of <b>ITB 33.1</b> 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.
<b>34. Advance Payment</b>	34.1	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>BDS</b> . The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.
<b>35. Arbitration</b>	35.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the <b>SCC</b> .
<b>36. Corrupt &amp; Fraudulent Practices</b>	36.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Service Providers 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.

#### **G. Grievance Redressal & Complaint Review Mechanism**

<b>37. Constitution of Grievance Redressal</b>	37.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an 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.
<b>38. GRC Procedure</b>	38.1	Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022
<b>39. Procedure for Blacklisting/ Debarment</b>	39.1	<p style="text-align: center;"><b>H. Blacklisting/ Debarment</b></p> The LESCO may initiate blacklisting proceedings against Service Provider/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and "procedure for filling and disposal of review petition under rule-19 (3), 2021.

## SECTION III: BIDS DATA SHEET (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
1.	1.1	<p>Name of Procuring Agency: <b>LESCO</b></p> <p>The subject of procurement is: As per invitation of bid</p> <p style="text-align: center;"><b>For Hiring Services of Firm for Deployment of Security Guards in LESCO</b></p> <p>Period for Provision of Services:  <b>3 years from the date of commencement of award of contract.</b>                      Expected commencement date for Deployment of Security Guards :<b>Date of signing of the contract between both parties</b></p>
2.	2.1	Financial year for the operations of the LESCO: FY 2026-26, Identification Number: _____
3	3.1	<p>Bidder fulfilling following criteria/requirement will be eligible to participate in the tender:</p> <p>1-Bidder must be registered with Income tax and Sales tax department and on Active tax payer list of FBR/registered with PRA.</p>
<b>B. Bidding documents</b>		
4	5.1	The Bidders may seek clarifications through EPADS
5	5.5	<p>Pre-bid meeting shall be convened on:</p> <p style="text-align: center;"><b>DY. MANAGER SECURITY / ADMN DIRECTOR, LESCO HQ 22-A, QUEENS ROAD LAHORE</b></p> <p style="text-align: center;"><b>DATE ....., 2026 TIME 11:00 AM</b></p>
6	6.2	Any addendum, in case issued, shall be published on LESCO website <a href="http://www.lesco.gov.pk">www.lesco.gov.pk</a> and on EPADS.
7.	9.3	The bidder has to provide all necessary documents to establish the qualification and the experience criteria set forth in <b>Section -V</b> of bidding document.

### C. Preparation of Bids

8.	11.5	The price shall be fixed.
9.	12.1	Currency of the Bids shall be <b>PKR</b>
10.	13.1	The Bid Validity period shall be <b>120 Days</b>
11.	14.1	The amount of Bid Security shall be 1,000,000/-
12.	14.1	<ul style="list-style-type: none"> <li>• The bid security shall be, at the option of the bidder, in the form of Deposit at Call or Pay Order or Banker's Cheque or a Bank Guarantee must be issued in the favor of CEO LESCO</li> <li>• In case of Bank Guarantee only, following Schedule Bank of Pakistan are acceptable <b>Allied Bank Limited, National Bank of Pakistan, Bank Al- Habib, United Bank Limited, Muslim Commercial Bank, Habib Bank Limited, Askari Bank Limited, Bank Al- Falah Limited, The Bank of Punjab, Faysal Bank Limited, Meezan Bank Limited, Zarai Trakiati Bank Limited, Habib Metropolitan Bank Limited, Samba Bank Limited, Standard Chartered Bank Limited, Dubai Islamic Bank Pakistan Limited and JS Bank Limited</b> or from a foreign bank duly counter guaranteed by above Scheduled Bank in Pakistan are acceptable or Foreign Banks operating in Pakistan duly registered with SBP.</li> <li>• Bank Guarantee in the shape of Deposit at Call or Pay Order or Banker's Cheque are acceptable from any Scheduled Bank in Pakistan.</li> <li>• Bid guarantee shall be furnished on non-judicial stamp paper of value Rs.500/-. In case of any amendment in Bid Security, the bidder should also furnish the same on non-judicial stamp paper of value Rs. 500/-.</li> </ul>
13.	14.6	The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 120 days so the bid security shall be valid for $120+28 = 148$ days.
14.	15.1	Alternative Bid is not permitted

#### D. Submission of Bids

15.	18.1	<p>E-Bid shall be submitted online on EPADS whereas hard copy signed by bidder on each paper of the original bid should be submitted to the following;</p> <p style="text-align: center;"><b>ADMN DIRECTOR, LESCO HQ 22A, QUEENS ROAD LAHORE</b></p> <p>E-Bids that are not submitted on EPADS shall be disqualified.</p> <p>The deadline for Bids submission is</p> <p>a) Day : .....<u>day</u> b) Date: <u>....-....-2026</u> c) Time: <u>11:00 AM</u></p> <p><b>Method of Procurement:</b> Single stage two envelope procedure as per PPRA Clause-36 (b) technical and financial bids shall be adopted.</p> <p>i. The bid shall comprise a single package containing two separate envelopes. Each envelop shall contain separately the financial proposal and the technical proposal</p> <p>ii. The envelopes shall be marked as “<b>FINANCIAL PROPOSAL</b>” and “<b>TECHNICAL PROPOSAL</b>” in bold and legible letters to avoid confusion</p> <p>iii. Initially, only the envelope marked “<b>TECHNICAL PROPOSAL</b>” shall be opened</p> <p>iv. The envelop marked as “<b>FINANCIAL PROPOSAL</b>” shall be retained in the custody of the LESCO without being opened</p> <p>v. LESCO shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements</p> <p>vi. During the technical evaluation, no amendments in the technical proposal shall be permitted</p> <p>vii. The financial proposals of bids shall be opened publicly at a time, date and venue announced and</p>
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		<p>communicated to the bidders in advance</p> <p>viii. After the evaluation and approval of the technical proposal the LESCO, 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</p>
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### E. Opening and Evaluation of Bids

16.	19.1	<p>The Bids opening shall take place at:</p> <p><b>ADMN DIRECTOR, LESCO HQ</b>  <b>22-A, QUEENS ROAD LAHORE</b></p> <p>Day: <u>.....day</u></p> <p>Date: <u>....-....-2026</u></p> <p>Time : <u>11:30 AM</u></p>
17	21.2	<p>The Procuring Agency will confirm that the documents specified under ITB 7,8,9 have been provided in the Bid. If any of the information related to these documents is missing, then evaluation committee may inquire bidders to provide the missing information or clarity regarding the submitted document (if required) through post bid clarification, which does not change the substance of bid. However, if bidder remains failed to provide the required information/clarity or is not provided in accordance with the Instructions to Bidders, the Bid shall be considered as non-responsive.</p> <p>Note: if the response of Post bid clarification does not receive from the bidder within 07 days then, the Bid shall be considered as non-responsive.</p>
18	25 & 26.1	<p>Bids shall be evaluated in accordance with the method and procedure prescribed under <b>Section-V</b> of bidding document.</p>

### F. Award of Contract

19.	33.1	<p>Within 15 days after the notification of letter of acceptance, the successful Service Provider shall furnish a Performance Guarantee on the stamp paper (Specimen attached), value of which shall be equal to 10 % of total contract value in the form of bank draft/pay order or bank guarantee favoring Lahore Electric Supply Company Ltd. Contract value is to be calculated considering tentative pay for about 1187 Security Guards (Number may be increased or decreased as per demand). This amount shall remain valid for one year after end of agreement.</p>
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		<p>Performance Bond / Security must be issued by the following schedule Banks of Pakistan having credit rating "AA" and above, as decided and circulated by the BoDs, LESCO in its 239<sup>th</sup> meeting held on 30.11.2021.</p> <table border="1"> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td> </tr> <tr> <td>NBP</td><td>BOP</td><td>HBL</td><td>UBL</td><td>ABL</td><td>MCB</td><td>Bank Al-Falah</td><td>Bank Al-Habib</td><td>Faysal Bank</td><td>Askari Bank</td><td>Meezan Bank</td><td>Zari Tarqiat Bank</td><td>Habib Metropolitan Bank</td><td>Sambank Ltd.</td><td>Std. Ctd. Bank</td><td>Dubai Islamic Bank</td><td>JS Bank</td> </tr> </table> <p>If the Service Provider fails to comply with any terms and conditions of the contract, his performance bond shall be forfeited. Decision of LESCO in this respect shall be final and binding on the Service Provider.</p>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	NBP	BOP	HBL	UBL	ABL	MCB	Bank Al-Falah	Bank Al-Habib	Faysal Bank	Askari Bank	Meezan Bank	Zari Tarqiat Bank	Habib Metropolitan Bank	Sambank Ltd.	Std. Ctd. Bank	Dubai Islamic Bank	JS Bank
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17																				
NBP	BOP	HBL	UBL	ABL	MCB	Bank Al-Falah	Bank Al-Habib	Faysal Bank	Askari Bank	Meezan Bank	Zari Tarqiat Bank	Habib Metropolitan Bank	Sambank Ltd.	Std. Ctd. Bank	Dubai Islamic Bank	JS Bank																				
20.	35.1	Arbitrator shall be decided upon mutual understanding of service provider and LESCO.																																		

### G. Review of Procurement Decisions

21.	37	Grievance shall be submitted on the dedicated module of EPADS
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## 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.





**SECTION V: EVALUATION CRITERIA, TECHNICAL SPECIFICATIONS & SCHEDULE OF REQUIREMENTS**

# Evaluation Criteria

## A. (TECHNICAL PROPOSAL)

### Technical Proposal

The technical proposal will be evaluated on the basis of:

- a) Experience and expertise of the service providing firm.
- b) Quality and suitability of the approach/methodology regarding assigning duties to the manpower must be ensured.
- c) Qualifications, experience and extent of availability of security guards allocated for this assignment / service
- d) The following overall criteria will be applied to evaluate on the basis of factors elaborated in Exhibit-I:

Sr. No	Description/Items	Max. Score
1.	Security Company Profile and Year of Establishment	05
2.	No. of Arms / Weapons Licenses (NPB/Automatic)	10
3.	Number of Public/Govt. /semi govt. autonomous clients in Pakistan during last five years	10
4.	Existing strength of Security Guards (ex-armed forces)	10
5.	Annual Turnover of Security Agency	10
6.	Turnover of Security Staff	05

Minimum qualifying score 70% of 50\*

**\*Total marks for technical evaluation are 50 and minimum qualifying score will be 30 that is 70% of 50 marks.**

- e) LESCO shall first examine the service provider's Technical Proposal in respect of their understanding the requirements of the services in accordance with TORs.
- f) On evaluation of technical proposal, the client shall notify the results of top ranking qualifying firm by letter/fax and shall inform the date of financial proposal opening.
- g) From the time the bids are opened to the time the contract is awarded, if any firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Letter of Invitation. Any effort by the firm to influence the Client in the proposals evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.
- i) Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any Bank reviews and issuance of a "no objection" letter, is concluded.
- j) The evaluation committee, appointed by the Client as whole, and each of its members individually, shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified below. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or it fails to achieve the minimum technical score of 70%.

## FINANCIAL PROPOSAL

(to be printed on company's letter Head)

Sr. No.	Monthly Payment details	Rate for Security Guards in Rs. (With Arms)
1.	Minimum Wages / Basic Salary (must comply with current DC rates of the area under the jurisdiction of LESCO)	
2.	Employees Social Security Contribution	
3.	EOBI Contribution by Service Provider	
4.	Life / Fidelity Insurance	
5.	Gratuity contribution	
6.	Cost of Uniform	
7.	Weapon Maintenance Cost, if any	
8.	Any other charges (specify if any)	
9.	Service Provider charges / fee	
10.	Provincial Sales Tax	
<b>Total (Lump sum cost per Guard)</b>		

**Note:-** Rates quoted should be logical and justifiable, otherwise bid will be rejected.

- i. Total wage/guard/month EOBI, Social Security & PST etc. (as above mentioned details) = Rs. 123
- ii. For Example: No. of Outsourced S/Guards = 1187
- iii. Total Contract Bid (i)x(ii) = 1187 X Rs. 123

1.

a) The financial proposals of the technically qualifying service provider on the basis of evaluation of the technical proposals shall be opened in the presence of the representatives of these service provider, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of the financial proposal. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.

b) The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among top technically qualified service provider shall be a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows.

$$\text{Sf} = \frac{100 \times \text{Fm}}{\text{F}}$$

Where,

Sf = Financial score

Fm = Lowest price

F = Price of the proposal under consideration

- c) Proposals in the quality cum cost based selection shall finally be ranked according to their combined technical score (St) and financial score (Sf) using the weights T (the weight given to the technical proposal), P (the weight given to the financial proposal) and T+P=1, indicated in the data sheet.

$$S = St \times T\% + Sf \times P\%$$

## 2. Ranking of Proposal

- a) Ranking of proposals will be done by applying a weight of 0.50 (or 50%) and 0.50 (or 50%), respectively to the Technical and Financial Score of each evaluated qualifying technical and financial proposal and then computing the relevant combined total score (S) of each service provider.
- b) The service provider, whose proposal is ranked first, will be invited to discuss financial and other terms including TORs, Personnels Schedule, Work Schedule and reporting etc. of the contract to conclude a binding contract agreement. If negotiations prove unsatisfactory, the next ranked firm will be invited for negotiations, and, so on, to pursue finalization of contract award.
- c) The representative(s) conducting negotiations on behalf of the applicants must have written authority to negotiate and finalize the terms of the contract.

## 2. Rights Reserved

LESCO reserves the right to reject any or all the proposals at any stage with reasons mentioning the grounds of rejection, but is not liable to justify those reasons.

## 3. Other conditions

- a) In case of firm, it should have 100% of key staff on its permanent full time role nominated to work on the assignment.
- b) All the key and core staff of the firm should be nominated by name in the proposal. During evaluation zero marks will be awarded for each TBN (To be nominated) position of key personnels.
- c) The key staff nominated should be available for the project at the time when his input is required according to the proposed staffing schedule of the Service Provider.

## 4. Conflict of Interest

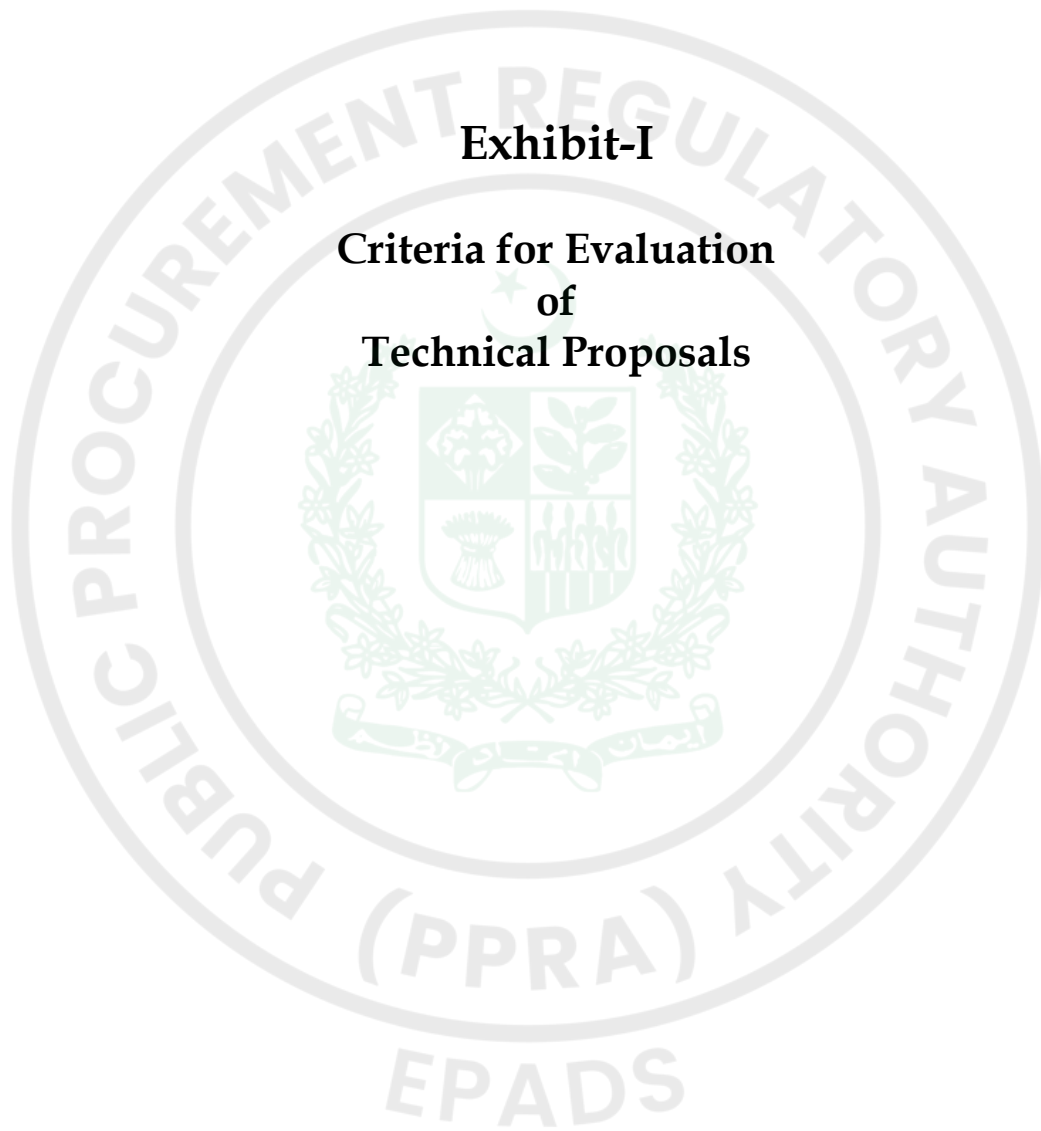
Firm shall not be indulged / recruited for any such assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client. Without limitation on the generality of the foregoing, service provider and any of their associates shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

- a) If a Service Provider combines the function of consulting with those of contracting and / or supply of equipment; or
- b) If a Service Provider is associated with or affiliated to a Service Provider or manufacturer; or
- c) If a Service Provider is owned by a Service Provider or a manufacturing firm with departments or design offices offering services as Service Provider, the Service Provider should include relevant information on such relationship along with a statement in the Technical Proposal cover letter to the effect that the Service Provider will limit its role to that of a Service Provider and disqualify if self and associates from work, in any other capacity or any future project within the next five years, that may emerge from this assignment (including bidding or any part of the future project. The contract with the

Service Provider selected to undertake this assignment will contain an appropriate provision to such effect; or

- d) If there is a conflict among consulting assignments, the Service Provider (including its personnels and sub-Service Provider) and any subsidiaries or entities controlled by such Service Provider shall not be recruited for the relevant assignment. The duties of the Service Provider depend on the circumstances of each case. While continuity of the consulting services may be appropriate in particular situation if no conflict exist, a Service Provider cannot be recruited to carry out assignment that, by its nature, will result in conflict with another assignment of such Service Provider.





## **Exhibit-I**

### **Criteria for Evaluation of Technical Proposals**

**a. Technical Evaluation/Qualification Criteria**

For the purpose of determining the Technical credibility / evaluation of the Bidder, an evaluation committee will be constituted for evaluation of technical and financial proposal.

**b. General Information for Evaluation Criteria:**

Category	Elaboration / Evaluation Basis	Total Marks	Weight	Documents Required
Security Company Profile and Year of Establishment	More than 13 years	5	5	Copy of registration / incorporation certificate
	Between 10.1-13 years	4		
	Between 8.1-10 years	3		
	Between 7.1-8 years	2		
	Between 5-7 years	1		
No. of Arms / Weapons Licenses (NPB/Automatic)	More than 1500	10	10	Details list of Arms / Weapons Licenses (NPB/Automatic) only valid in Punjab Province or All Pakistan along with License Numbers must be attached (Signature & Stamp)
	Between 1201-1500	8		
	Between 901-1200	6		
	Between 601-900	4		
	Less than 600	2		
Number of Govt. / Semi-Government / Autonomous Clients in Pakistan during last five years where completed tenure of contract	06 No. Organizations	10	10	Contracts Agreements with Government Organization must be attached (Provide copies of contracts / Agreements)
	05 No. Organizations	8		
	04 No. Organizations	6		
	03 No. Organizations	4		
	02 No. Organizations	2		
Existing strength of Security Guards	More than 4000	10	10	Signed & stamped Copy of payroll of total man power & security guards clearly indicating ex-servicemen or civilians.
	3500 to 4000	8		
	3001 to 3500	6		
	2001 to 3000	4		
	Minimum 2000	2		
Financial Capacity (Annual Turnover)	More than Rs.650 million	10	10	Audited Financial Statement / Audit Reports of last three years from well reputed chartered accountant firm / Annual Turnover.
	Rs.600 million to Rs. 649 million	8		
	Rs. 550 million to Rs. 599 million	6		
	Rs. 501 million to Rs. 549 million	4		
	Minimum Rs.500 million	2		
Annual Employee (Security Staff) Turnover	Annual employee turnover less than 6%	5	5	HR records / affidavit / Attendance Sheet / Payroll
	Annual employee turnover between 6.1%-9.9%	3		
	Annual employee turnover between 10%-15%	1		
	<b>Total</b>		<b>50</b>	

**Note: Minimum (70%) marks are required by the bidder to qualify the Technical bid.**

**Following Criteria will be used for short listing of Firm:**

- Organizational Structure of the Firm along with available required manpower with their qualification and experience
- The firm must have executed at least **01 projects of similar nature** for other organizations (Public, Government or Semi Government departments)

- The firm must provide the list of clients to where the bidder has done similar work together with name and contact details of the key persons. Performance certificates or proof of contract shall be placed.
- Registration with **FBR / PRA** under the category of sales & income tax.
- List of Human and financial resources of the participating firm.
- Annual financial turnover of the firm.
- Name and brief of any specialized and licensed HRIS/software support System
- All above information shall be attached with Technical Proposal.
- Undertaking of Non-blacklisting / De-banned by any Government Organization.
- Undertaking of Non-litigation

OR

- Detail of all litigations with Govt/Semi Govt / Pvt. Firms.
- The bidder will be non-responsive if litigation is 25% to net worth
- Any information required in bidding documents
- The firm will be non-responsive if not provide required information / documents.
- Submit E-Bid on EPADs alongwith original documents on EPADS and one original and one copy of signed bid alongwith all documents must be submitted to Admn Director LESCO, Lahore before Bid opening date.
- Each page of Bid and documents must be signed and stamped otherwise Bid is liable to reject.
- Bid must be signed & stamped by Bidder or authorized person whose sample signature and stamp must be attached on company letter head Pad.
- If there is any difference between E-Bid and hard copy then E-Bid will prevail.
- Bidder must submit undertaking that all clauses of bidding documents ITBs, DDS, general conditions, special conditions and technical criteria are acceptable in each manner.

## **Technical Evaluation Criteria (50 Marks)**

### **Note:**

1. Any false/wrong information/report by a firm will lead to rejection in bid.
2. Any firm which is blacklisted or debarred from participation is not eligible to participate in EOI.
3. Minimum qualification marks to pass technical proposal evaluation will be 70%.
4. The financial Bid of only those bidders will be opened who will qualify on technical grounds.
5. Evaluation score will be determined on the basis of Quality and Cost based selection method
6. Weightage will be measured to technical bid points scored at 50 percent and financial bid at 50 percent to determine a total evaluated score.
7. The bidder with the highest evaluated score will be awarded the contract.

## SCHEDULE OF REQUIREMENTS SERVICE PROVIDER'S PERSONNELS/ TEAM COMPOSITION

**Request for Proposal is requested for provision of Security Guards.** The firm shall employ and provide such qualified and experienced 1187 Security Guards / Personnels as are required to carry out the Services and to be deployed in offices located within Lahore district and districts of Sheikhupura, Okara, Kasur and Nankana)

### Qualification and Experience of Security Guards

The LESCO seeks to enhance Security services at its all offices, therefore, it invites skilled Security service providers to deploy qualified, trained and well-disciplined Security Guards along with defined dress code (uniform) at different offices /sub divisions of all circles of LESCO located in **Lahore, Kasur, Okara, Nankana and Sheikhupura District**. The Security Guards deployed by the Private Security Company at LESCO installations shall perform their duties under the supervision of the nominated **Project Manager** preferably (Major / Captain Retd) and LESCO Security Department as per the following responsibilities:

- Regulate entry and exit of employees, visitors, and vehicles at gates and offices as per LESCO procedures.
- Ensure all persons entering premises display valid ID cards or authorized gate passes.
- Conduct regular patrolling of assigned areas to prevent theft, sabotage, or unauthorized activities.
- Remain alert and vigilant at all times, observing surroundings and reporting suspicious activities immediately.
- Safeguard LESCO property, equipment, and installations against damage, theft, or misuse.
- Act promptly during emergencies (fire, accident, disturbance, or threat) and report to the Project Manager/LESCO Security Officer /Inspector.
- Maintain proper visitor entry registers and issue/collect visitor passes as instructed.
- Control the movement of materials, ensuring proper gate passes for items entering or leaving the premises.
- Maintain proper turnout, behavior, and discipline while on duty; no sleeping, smoking, or using mobile phones during duty hours.
- Immediately inform the Project Manager and LESCO Security Office about any irregularity, incident, or breach of security.
- Ensure proper handover/takeover of duty posts and logbooks at shift change.
- Always be in full uniform with ID card, whistle, baton, and other issued equipment in working order.
- Maintain secrecy of all information related to LESCO operations and security arrangements.

### Project Manager (Security Expert)

The firm shall engage a **Project Manager** preferably (Major / Captain Retd) and one Retired Subedar in consultation with the Client, who shall be at the disposal of LESCO at all times during the performance of the Services ensure that the Services are satisfactorily performed.

### **Terms of Reference for Service Provider :**

LESCO intends to hire the services of a reputable registered Security Company, which is License Holder from Govt. of Pakistan / Punjab, Ministry of Interior Islamabad for providing security guards retired from Pak Army fighting & supporting arms mainly General Duty (GD) trade, Rangers, FC and Mujahid Force at different Offices/Buildings/Properties of LESCO located at district of Lahore, Sheikhpura, Nankana, Okara, Kasur as per guidelines given below: -

- a. The security company should be license holder from Ministry of Interior Islamabad GOP.
- b. 60% Guards must be from Ex-Armed Forces and 40% will be Civilian trained from Institutions authorize by Ministry of Interior / Home Department.
- c. The security guard retired from Pakistan Army, fighting & supporting arms mainly GD trade, Rangers, FC & Mujahid Force **may not be more than of 50 years of age whereas age for civilian guards must not be more than 45 years.**
- d. The security agency will provide required number of Walkie-Talkie Sets with Base Station at stations as per **Annex-A**.
- e. Medical fitness certificates along with Character certificates of security guards / police verification report shall be provided by successful bidder.
- f. **Qualified security agency will provide 1187 Nos.** security guards within two months (phase-wise, if not provided at once) , however, once interview of security guards is done by the LESCO team, Security Company will deploy those security guards to LESCO within 15 days.
- g. It shall be essential for Security Company to provide security uniform as per the instructions in vogue to security staff at its own cost.
- h. The Security Company shall provide 100%-armed security guards with minimum 350 weapons along with minimum 20 bullets each. Request to increase the number of weapon may be asked from service provider considering the need of LESCO.LESCO reserves the right to shift, increase/decrease the number of security guards at any installation and office as per need at any time during any stage of the contract period.
- i. The provision of metal detectors to each office shall be the responsibility of Security Company.
- j. Arrangements of Cabins cum shelter where facility does not exist for the Security Guards will be the responsibility of the Service Provider where necessary.
- k. The agencies must have their one Office at Lahore established with address, contact and fax Nos in the service area of Kasur, Sheikhpura, Nankana and Okara.
- l. **Tenure of duty will be round the clock in three shifts including 4 rests per month and the security guards may be posted anywhere under the jurisdiction of LESCO.**
- m. The Security Company will deploy the guards at cities of LESCO area of jurisdiction with the following priority and phases. 1<sup>st</sup> phase will be Lahore, Sheikhpura & Kasur and 2<sup>nd</sup> phase will be remaining areas as per given plan.
- n. The Security Company will administer the guards on day to day basis through their own security supervisors preferably Havildar (Retd) / officer in-charge and supervisors so hired will be located regionally and will be bound to coordinate affairs with LESCO security department through all available means. Administrative control of these private security guards will be of LESCO Security Department.
- o. Strength / number of security guards may be increased or decreased as per requirement at the time of award of contract.

- p. LESCO as well as Service Provider reserves the right to cancel the contract at any time at the advance notice of 90 days.
- q. The successful security agency will not sublet the contract at any stage of contract during its currency to other security agencies.
- r. Salary per security guard per month shall be including all applicable Taxes.
- s. Security Company will ensure payment of salaries to security guards under all circumstances by maximum 5<sup>th</sup> of each month through bank transfer after getting attendance certificate from DM(Security) to avoid exploitation for smooth functioning through their own finances / resources and a certificate to the effect will be rendered to LESCO by 7<sup>th</sup> of each month failing which the invoice salary bill will not be entertained / processed by LESCO. The Company must have sound financial position to pay the salaries to the guards for atleast two months. It should be supported through bank statement.
- t. All applicable Provincial / Federal taxes if imposed during the period of the contract will be adjusted or deducted out of the running bill or from the amount payable to the security agency. All Rules/Regulations/instructions issued by Government of Pakistan & Provincial Government from time to time will be applicable /binding on security agencies.
- u. An annual increase upto 10% salary per security guard with mutual consent depending upon their performance is to be added to cover the inflation trend in the pay of security guard.
- v. Minimum labour wages approved by the Govt will be given to the guards. In case of any violation, contract will be terminated.
- w. Any change in tax governance is to be applicable on both parties according to the applicability and on production of documentary evidence.
- x. The relief to staff on account of leave, sickness etc. shall be provided by the security agency with substitute deployment. In case of relief not provided then LESCO reserves the right to deduct the 02 days salary of the Security staff against 01 day's absence of that security guard. and issue a warning letter to the security agency. On receipt of such three letters, LESCO reserves the right to cancel the contract and forfeit the performance guarantee of the security agency.
- y. In case of robbery / theft, 03 member's committee comprising of 02 from LESCO and 01 from security agency will determine the cause of robbery / theft and if it happened due to negligence of outsourced security staff, then security agency will bear the loss. The security agency will make good the loss within one month after the determination / fixing of responsibility.
- z. The contractor at its own expenses shall provide his employees with neat and clean uniforms, shoes, overcoats and caps etc. at least twice a year. Company will arrange / conduct firing practice atleast once in each Quarter in range for all guards.
- aa. The successful bidder will nominate its Project Manager, Retired Subedar and one Supervisor on every 100 security staff exclusively at the disposal of LESCO, who shall perform the duties according the responsibilities defined as per **(Annex-B)** under the supervision of LESCO's Security Department.
- bb. The Pay of Project Manager, Retired Subedar & Supervisors will be managed from Private Security Company.
- 
- cc. All posting, transfer, adjustment and re-adjustment plan will be given by Dy Manager Security LESCO and LESCO reserve right to post any security guard to other place for its interest.

## 1. INTRODUCTION

Lahore Electric Supply Company (LESCO) is the largest distribution Company operating in 05 districts of Punjab viz Lahore, Sheikhpura, Kasur, Okara & Nankana. The charter of LESCO is to provide reliable and safe electric power supply to the consumers in its Jurisdiction. LESCO is envisaged for the creation of the resources and engineering plans for additions, renovation and augmentation of the distribution system in order to achieve charter. More detail about the company is available at [lesco.gov.pk](http://lesco.gov.pk)

## 2. OBJECTIVES:

The primary objectives of this initiative include but not limited to:

- Ensure timely posting, replacement, and proper strength of guards as per LESCO requirements.
- Maintain guard attendance, duty rosters, and ensure discipline, punctuality, and proper turnout.
- Conduct regular inspections of guards and ensure compliance with LESCO's security protocols.
- Arrange briefings and refresher sessions for guards on duties and emergency procedures.
- Ensure guards are properly uniformed and equipped with functional security gear.
- Immediately report and document any security incident or irregularity.
- Assist in implementation of emergency and contingency plans.
- Arrange prompt replacements for absent or unfit guards to ensure full coverage.
- Ensure all operations conform to contractual terms and LESCO's security guidelines.
- Submit performance, attendance, and incident reports to Dy. Manager (Security) LESCO
- Attend coordination meetings with LESCO security officials when required.
- Maintain confidentiality of all LESCO security information and ensure professional conduct.

## 3 Job Description of Private Security Guard

The Security Guards deployed by the Private Security Company at LESCO installations shall perform their duties under the supervision of the nominated Project Manager and LESCO Security Department as per the following responsibilities:

- Regulate entry and exit of employees, visitors, and vehicles at gates and offices as per LESCO procedures.
- Ensure all persons entering premises display valid ID cards or authorized gate passes.
- Conduct regular patrolling of assigned areas to prevent theft, sabotage, or unauthorized activities.
- Remain alert and vigilant at all times, observing surroundings and reporting suspicious activities immediately.
- Safeguard LESCO property, equipment, and installations against damage, theft, or misuse.
- Act promptly during emergencies (fire, accident, disturbance, or threat) and report to the Project Manager/LESCO Security Officer /Inspector.
- Maintain proper visitor entry registers and issue/collect visitor passes as instructed.
- Control the movement of materials, ensuring proper gate passes for items entering or leaving the premises.

- Maintain proper turnout, behavior, and discipline while on duty; no sleeping, smoking, or using mobile phones during duty hours.
- Immediately inform the Project Manager and LESCO Security Office about any irregularity, incident, or breach of security.
- Ensure proper handover/takeover of duty posts and logbooks at shift change.
- Always be in full uniform with ID card, whistle, baton, and other issued equipment in working order.
- Maintain secrecy of all information related to LESCO operations and security arrangements.
- Ensure decent attitude towards general public and LESCO Employees.

#### 4. Scope of Work / Services Required

LESCO require services of a firm to provide skilled manpower on third party basis for the posts of Security Guard in least possible time at minimum cost in LESCO. The positions require technically skilled persons for field offices.

Responsibilities and duties of the hired firm include the following but are not limited to:

##### a. Pre-Recruitment:

- Ex-Armed forces persons maximum age is 50 and for civilian trained from trained from Institutions authorize by Ministry of Interior / Home Department and not more than 45 years.
- Ex-Armed employee mean person retired from Armed Forces mainly GD Trade, Infantry, Rangers, FC and Mujahid Force.
- Should be Medical Category "A"
- Should be physically and mentally fit.
- are properly checked including verification of educational certificates, experience, integrity and background. It must be completed within one week of the joining. LESCO may conduct verification at its level, if required.

##### b. Post-Recruitment:

- Tenure of duty will be round the clock in 3 shifts.
- The relief to staff for leave / sickness etc. will be provided by security company.
- 4xrest days will be provided per month
- Medical Fitness / Character certificate must be provided.
- Police verification shall be provided.
- The firm will ensure that credentials of manpower

##### c. Replacements:

The bidder shall provide LESCO with replacements of any/such hired staffs who wished to discontinue their employment with LESCO or the termination of employment contract given by the bidder, based on the recommendations from

LESCO only, which could originate due to performance or any other disciplinary issue without additional cost within 07 working days.

**d. Liaison:**

LESCO and service provider firm will nominate coordinators to liaise with Outsourced Firm during the period of assignment to ensure that proposed time frame is met.

**Role of LESCO**

- a. LESCO will make the final decision, if a contract of any hired staff is to be renewed or extended and the tenure of that contract as per performance and requirement.
- b. LESCO will evaluate the performance of the hired staffs employed for LESCO on annual basis.
- c. Tenure of the employment contract shall be at the discretion of LESCO depending on the requirement.

**Other Conditions:**

- a. The termination of employment contract will be given by the bidder, based on the recommendations from LESCO only.
- b. Hired staffs can be stationed at any LESCO office including LESCO head office.
- c. The bidder shall maintain database of all the hired staffs employed for LESCO and will ensure availability of any/such reports, as/when required by LESCO e.g. leaves etc.
- d. The bidder will ensure that all hired staffs comply with LESCO policies and regulations. The bidder will take appropriate actions against any disciplinary matter.
- e. Hired persons will be full time at disposal of LESCO and will not join any other employment.
- f. Day to day work will be assigned and monitored by superiors or their head of office.

**5. SERVICE PROVIDER RESPONSIBILITIES:**

The selected HR service provider will be required to:

- i. The Service Provider shall provide Guarding Services as per the Assigned Instructions by LESCO through its armed, uniformed and trained security guards for the performance of its services hereunder and these security personnels deployed shall be employees of the Service Provider

- ii. LESCO Security Head shall have the right, within reason, to have any security personnels removed who is considered to be undesirable or otherwise and similarly the Service Provider reserves the right to remove the guard with prior permission to LESCO, emergencies, exempted.
- iii. The Service Provider shall cover its security personnels for personal accident and death while performing the duty and LESCO shall own no liability and obligation in this regard.
- iv. The Service Provider shall exercise prompt supervision to ensure proper performance of Guarding Services in accordance with assignment instructions.
- v. The Service Provider shall ensure that its personnels do not allow any property of LESCO to be taken outside of the premises without the written permission of the person(s) authorized by LESCO.
- vi. The personnels of the Service Provider shall not be the employees of LESCO and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/ duty under this Contract. The Service Provider shall make them known about this position in writing before deployment under this agreement.
- vii. The Service Provider shall also provide at its own cost all benefits statutory or otherwise to its employees and LESCO shall not have any liability whatsoever on this account. The Service Provider shall also abide by and comply with the Labour laws, EPF Laws, Income tax laws and Minimum Wages Rules & Laws or any other law in force.
- viii. The Service Provider shall provide uniforms and arms/ equipment etc to its security personnels at its own cost.
- ix. The Service Provider shall cover all its personnels under the relevant laws of EPF, EOBI, Labour and other prevailing rules & regulations of Govt. and shall abide by all Labour laws, laws related to EPF Organization and requirements/prevailing rules & regulations of Government departments issued from time to time. LESCO shall not have any liability whatsoever on this account. Proof of the same should be submitted by the Service Provider from time to time to LESCO.
- x. The antecedents of Security staff deployed shall be got verified by the Service Provider from local police authority and an undertaking in this regard to be submitted to this Department and the Department shall ensure that the Service Provider complies with the provisions.
- xi. Prompt supervision shall be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- xii. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with LESCO Security Department.

## **6. Service Provider's Liability**

- a. The Service Provider shall completely indemnify LESCO and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Service Provider or any of its employees engaged in the provision of the Guarding Services LESCO.

- b. The Service Provider will not Sub-Contract, transfer or assign the contract or any other part. In the event of the Service Provider contravening this condition, LESCO shall be entitled to place the contract elsewhere on the Service Provider's risk and cost and the Service Provider shall be liable for any loss or damage, which the LESCO may sustain in consequence or arising out of such replacing of the contract.

**7. LESCO's Obligations**

- i. No employee of the Service Provider shall be contracted or employed by the LESCO through any other Service Provider in similar manner within a period of 1 month of having left the services of the LESCO.
- ii. Except as expressly otherwise provided, the LESCO shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the Guarding Services are to be provided to enable Service Provider's employees to carry out the Guarding Services. Such equipment and facilities shall include, without limitation, adequate heating/air, lighting, power, toilet facilities and chair, drinking water, office stationery, files, ledgers, registers etc.
- iii. LESCO shall comply with and fulfill the security recommendations (if any), if deemed necessary by LESCO, made in writing by the Service Provider in connection with the performance of the Guarding Services. LESCO Security Department shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Provider's employees or agents in connection with the Guarding Services as soon as possible after LESCO becomes aware of them.
- iv. To enable the Service Provider to provide the Guarding Services, LESCO shall ensure that their staff is available to provide such assistance.

**8. Evaluation of Financial Bid (Round 2) and Award of the Contract**

- i. LESCO will open Envelope "FINANCIAL BID" (in the presence of the Bidders' representatives who choose to attend), for the Bidders who pass the evaluation of Technical Bid. After the finalization of technical evaluation, the date and time for opening of financial proposal of technically qualified bidder will be intimated in writing to the bidders at their postal addresses mentioned on their letter heads. The bidder shall be held responsible for Non-delivery of this intimation in case of change of address.
- ii. The rate quoted by the bidders shall be arranged in chronological order from lowest to the highest. The bidder quoting the lowest rate will be declared the successful bidder.

a) **Validity Of Contract**

The duration of the contract will be initially for 03-Years extendable (with mutual consent) on good performance of service provider for subsequent durations at the sole discretion of the office of LESCO. On failure of performance or breach of conditions of contract by the Service Provider, LESCO shall have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the Service Provider and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of LESCO.

- b) **Penalties.** LESCO has the right to impose penalties (which will not affect the salary of security guards) in case of following shortcomings / events as deem essential which will not be challenged at all at any forum.

- i. Deduction / Penalties imposed by the LESCO administration for misconduct or un-satisfactory performance of the outsourced security staff shall be borne by the security agency. The amount of penalties shall be deducted from monthly salary.
- ii. Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the LESCO, it will be brought to the notice of Security Company by LESCO in writing and if no action is taken immediately, penalty of Rs.5000/- per day per complaint will be imposed.
- iii. The Service Provider has to maintain adequate number of guarding personnels as per this contract and also arrange a pool of standby manpower / security guards. If the provided numbers of workers / security guards are less than the specified number as mentioned in the contract, a penalty of Rs. 1,000/- per absentee per day shall be deducted from the bill(s).
- iv. For any absentee / non-provision of relief, Rs. 1000/- will be the penalty per absentee / non-provision of relief by Security Department LESCO.
- v. Company will ensure guards in proper uniform as per the uniform of LESCO Security Staff (Winter uniform will also be provided i.e, Jacket, Jersey and raincoats in case of winter / rainy season) any laxity observed in this regard, a penalty of Rs. 1000/- per security guard per day will be deducted from over all company bill. It will be ensured that this penalty is not affecting the salary of the guards.
- vi. Faulty weapon or weapon missing will have penalty for Rs. 1000/- per weapon per day from LESCO Security Department.
- vii. Anybody replaced or changed, company will submit the relevant certificate and document to the LESCO immediately failing which Rs. 1000/- per case / day will be the penalty.
- viii. Complaints regarding non-payment of salary to the security guards will be viewed seriously with penalty of Rs. 1000/- per day per security guard from LESCO Security Department.
- ix. Any guard on duty found sleeping at night, Rs. 1000/- guard / day will be the penalty and habitual sleeper will be expelled out with a fine of Rs. 5000/- per security guard.
- x. Rs.25000/- will be imposed on Security Company by Dy. Manager (Security) LESCO on gross violation of code of conduct.

c) **Termination**

- i. The Contract may be terminated forthwith by LESCO/ Service Provider by giving written Ninety (90) days notice to the Service Provider, if:
- ii. In case of breach of any of terms and conditions of the Contract by the Service Provider, the Competent Authority of LESCO shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by LESCO and in that event security deposit in the form of performance Bank Guarantee shall be forfeited.
- iii. If the Service Provider does not provide guarding services even after 3 warnings as per the requirements of LESCO or/ and as per the Schedule of Requirements.

- iv. If the Service Provider goes bankrupt and becomes insolvent.

**d) General Instructions**

- i. The Service Provider shall deploy all security personnels at the LESCO facility in the manner and as per the instructions of LESCO through its Dy. Manager (Security).
- ii. The Service Provider shall ensure that all security personnels are fully conversant with the premises and with the client's business activities and its related security requirements.
- iii. LESCO will provide induction training of 5 days before posting by Dy. Manager (Security).

**e. Following will be Code Of Conduct The Service Provider shall ensure that their security personnels. (By deploying own Supervisor)**

- i. Are always smartly turned out and vigilant.
- ii. Are punctual and arrive at least 15 minutes before start of their shift / duty.
- iii. Take charges of their duties properly and thoroughly.
- iv. Perform their duties with honesty and sincerity.
- v. Read and understand their Post and site instructions and follow the same.
- vi. Extend respect to all the Officers and staff of the office and visitors.
- vii. Will not gossip or chit chat while during duty.
- viii. Will not leave the post unless their reliever comes.
- ix. Will not sleep while on duty post.
- x. Will immediately report if any untoward incident / misconduct or misbehavior occurs, to the Service Provider and to the LESCO Security Department and inform Security Officer/Inspector concerned.
- xi. When in doubt, approach concerned person immediately.
- xii. Will take periodic rounds / patrolling around the premises.
- xiii. Security should not leave the post without the knowledge of the shift - Incharge. If necessary, the needful arrangement will be made by the Supervisor.
- xiv. Security personnels should get themselves checked whenever they go out by the other shift security.
- xv. Are extremely courteous with very pleasant mannerism.
- xvi. Private security guards will abide by all LESCO Rules / Regulations regarding security parameters and responsibilities of security guard's duties
- xvii. Private Security Guards will comply with the instructions issued time to time by Dy. Manager (Security) LESCO regarding security plan / discipline.

**9. MONITORING AND EVALUATION:**

LESCO will regularly monitor the performance of the deployed manpower and evaluate their effectiveness as per their Job Description.

## **10. GENERAL INSTRUCTIONS**

- i. The Service Provider shall deploy all security personnels at the LESCO facility in the manner and as per the instructions of LESCO through Dy. Manager (Security) LESCO.
- ii. The Service Provider shall ensure that all security personnels are fully conversant with the premises and with the LESCO's business activities and its related security requirements.
- iii. LESCO will provide induction training of 5 days before posting by Dy. Manager (Security) and security firm will also conduct refresher training periodically.

## **11. CONTRACT DURATION**

Contract will be awarded for three years (s) which may be extended on mutually agreed terms & conditions for another term of year (s) on mutual agreed price subject to satisfactory performance by the Service Provider and principal approval by the competent authority for contract extension on the same terms and conditions.

## **12. DISQUALIFICATION AND BLACKLISTING**

If hired staff (Security Staff) are found involved in any of the following illegal activities directly or indirectly:

- a. Theft of Material
- b. Damaging of LESCO installation
- c. Illegal Gratification
- d. Any other activities that are against the LESCO SOP and E&D Rules.

After receiving the report of illegal activities firm shall be blacklisted along with legal action will be proceeded under the relevant LESCO rules. Any activity which is illegal for the regular cadre shall also be considered illegal for the hired staff, and any such activity will be liable for the firm's blacklisting.

## **13. REJECTION OF THE BID:**

- i. LESCO reserves the right to reject any or all bids without mentioning any reason or which do not meet the intent of the specifications or where there is evidence of lack of competition in the light of clause 33 or 34 of PPRA Rule,2004 amended to date
- ii. LESCO is not bound to accept the lowest priced bid or any particular bid or any part of a bid.
- iii. In case of rejection as per sub-clause (i) & (ii), LESCO will not be responsible to pay the expenses or losses which may be incurred by any tenderer/bidder in preparation of his bid.

## **14. PAYMENT TERMS:**

The lump sum amounts payable by LESCO to the service provider shall include:

- i. The cost payable for the outsourced staff for complete one month.
- ii. Applicable Taxes and other deductions in vogue as per government rules / policies.
- iii. Affidavit to the effect that Service Provider's invoice is in conformity in all respect mentioned in clause 14. The aforesaid consideration will be paid by LESCO to the Service Provider within 30 days against the monthly invoices raised by Service Provider at the end of each month. Deductions towards applicable Taxes and other Govt. policies, shall be made from all payments made to the Service Provider and in respect of such deductions / exemptions, necessary certificates of Tax deduction / exemption documents shall be given.
- iv. Escalation of cost during the contract period shall not be allowed.

## 15. PAYMENT OF BILLS

The Service Provider shall submit monthly invoice to the Chief Financial Officer LESCO in original on 25<sup>th</sup> of each on-going month. Penalty will be levied by LESCO if services are not rendered according to the terms of said Contract as per Scope of Work and general terms and conditions. The payment will be released against the following documents upon verification of Dy. Manager (Security) LESCO:-

- (a) Service Provider's invoice / bill.
- (b) List showing the details of personnels deployed, their attendance and cost of services separately for each and every person upon verification from concerned offices.
- (c) Job completion certificate countersigned by Drawing & Disbursing Officers of LESCO.
- (d) Income Tax plus other applicable taxes at the prevailing rate as applicable from time to time shall be deducted from the Service Provider's bill.

## 16. PERFORMANCE APPRAISAL/TARGETS OF WORK:

The payment shall be subject to satisfactory performance and targets set by the controlling authorities of LESCO. The Service Provider shall comply with all the instructions given by the client and shall ensure that the work is being carried out according to the terms and conditions, specifications of this document.

# SECTION VI: BIDS FORMS

## Bids Forms Bids Submission Sheet

Date: \_  
Contract No:-----

To:  
Admn Director  
LESCO, Lahore

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the bidding document, including Addenda No.:\_\_\_\_\_
- (b) We offer to provide the requited Services in conformity with the bidding document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services:
- (c) Our Bids shall be valid for a period of \_\_\_\_\_ days from the date fixed for the Bids submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bids is accepted, we commit to submit a Performance Guarantee in the amount of 10 Percent of the Contract Price for the due performance of the Contract;
- (e) The rates quoted by us are fixed and valid for \_\_\_\_\_ and binding upon us for the entire period of the contract and period of extension.
- (f) We are not participating, as Bidders, in more than one Bids in this Bidding process, other than alternative offers in accordance with the bidding document;
- (g) Our firm, its affiliates or subsidiaries, including any sub service Providers or suppliers for any part of the Contract, have not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan or international financial organization/ foreign country.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bids for and on behalf of \_\_\_\_\_

Duties and Responsibilities of Project Manager and Supervisor

Sr. No.	Resources	Responsibilities	Requirements
A	Project Manager	<ul style="list-style-type: none"> <li>• Liaison person between Deputy Manager (Security) and Security guards.</li> <li>• Managing and leading the operations at facility level.</li> <li>• Liaison Person between teams (Supervisors/Security Guards)</li> <li>• Resource Planning and Developing schedules for Supervisors &amp; Security Guards.</li> <li>• Monitoring &amp; reporting progress.</li> <li>• Coordination with all stakeholders.</li> <li>• Providing status reports to stakeholders along with detailed evidence (if any).</li> <li>• Ensures resolution of internal as well as external issues of both parties.</li> <li>• Interaction with the Supervisors for the availability of documents and clarification of the illegible/damaged/in consistent documents.</li> </ul>	Minimum 1 Project Manager
B	<b>Supervisor</b>	<ul style="list-style-type: none"> <li>• Liaison person between Inspectors LESCO and Security guards.</li> <li>• Managing the Security guards at division and subdivision levels</li> <li>• Solving Security Guards internal and external Issues.</li> <li>• Make Sure the quality of work as per requirements.</li> <li>• Resource planning to ensure the availability of Security Guards within stipulated times.</li> <li>• Escalating Issues to Upper Management to maintain the quality of work.</li> </ul>	Minimum 1 Supervisor per 100 resources

## FORMAT FOR TECHNICAL PROPOSAL (Annexure-1)

### Appendix A & Annex 1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

The Chief Executive Officer  
Attn: The Admn Director  
LESCO

Subject: **SERVICES FOR DEPLOYMENT OF SECURITY GUARDS**

Sir/Madam,

We, the undersigned, offer to provide the services for LESCO in accordance with your Request for Proposal/EOI dated \_\_\_\_\_ and our Proposal. We are hereby submitting our Proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope. If negotiations are held during the period of validity of the Proposal, i.e., before [date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours Sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

## Appendix-B of Annexure-1

### FIRM'S REFERENCE

#### Relevant Services carried Out in the Last five Years Which Best Illustrate Qualifications

Using in the format below, provide information on each reference assignment for which your firm, individually as a corporate entity was largely contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Manager) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Your Staff		

Service Providers' Name: \_\_\_\_\_

## Appendix-C of Annexure-1

### PRESENT STAFF DEPLOYMENT

(As of \_\_\_\_\_)

<b>Major Project(s) Presently Undertaken</b>	
<b>Project Name</b>	<b>Location Associates(s)</b>

<b>Field of Expertise</b>	<b>Total Number of Permanent Staff</b>	<b>of Staff Assigned to Above Projects</b>

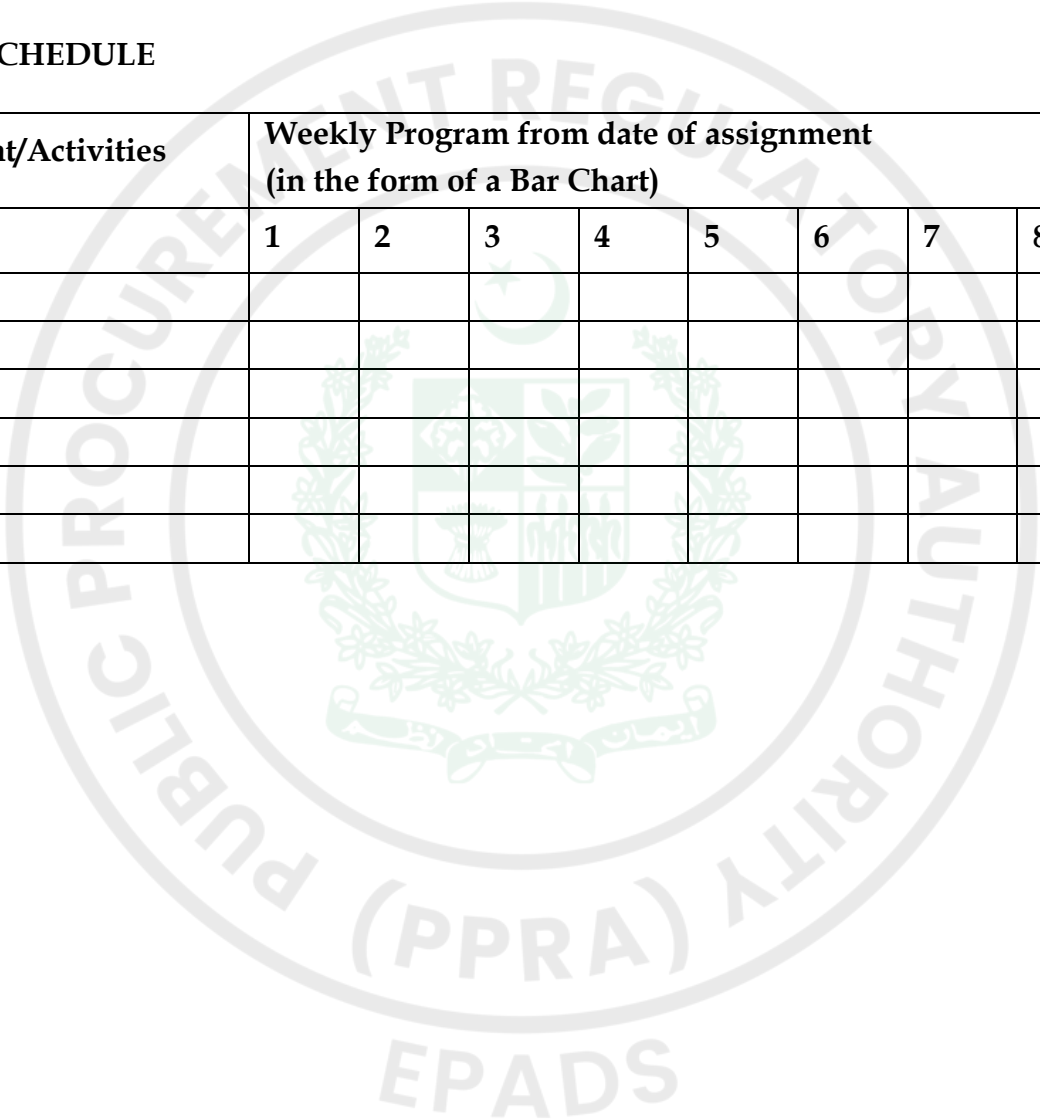
**Appendix-D of Annexure-1**

**APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT**

Appendix-E of Annexure-1

WORK PLAN/ACTIVITY SCHEDULE

Items of Assignment/Activities	Weekly Program from date of assignment (in the form of a Bar Chart)									
	1	2	3	4	5	6	7	8	9	10



Appendix-F of Annexure-1

**COMPOSITION OF THE TEAM PERSONNELS AND THE TASKS TO BE ASSIGNED TO EACH TEAM MEMBER**

**1. Project Manager**

Name	Position	Task Assignment

**2. Supervisor**

Name	Position	Task Assignment

## Appendix-G of Annexure-1

### FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position: \_\_\_\_\_
2. Name of Firm: \_\_\_\_\_
3. Name of Staff: \_\_\_\_\_
4. Profession: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Years with Firm: \_\_\_\_\_
7. Nationality: \_\_\_\_\_
8. Membership in Professional Societies, if any:  
\_\_\_\_\_
9. Detailed Tasks Assigned on the Project: \_\_\_\_\_  
\_\_\_\_\_
10. Key Qualifications:  

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].
11. Education:  

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]
12. Employment Record:  

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.

## Appendix-G of Annexure-1

### 13. Languages:-

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

### 14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe me, my qualifications and my experience.

\_\_\_\_\_  
Signature of Staff Member

Date: \_\_\_\_\_  
Day/Month/Year

Or:

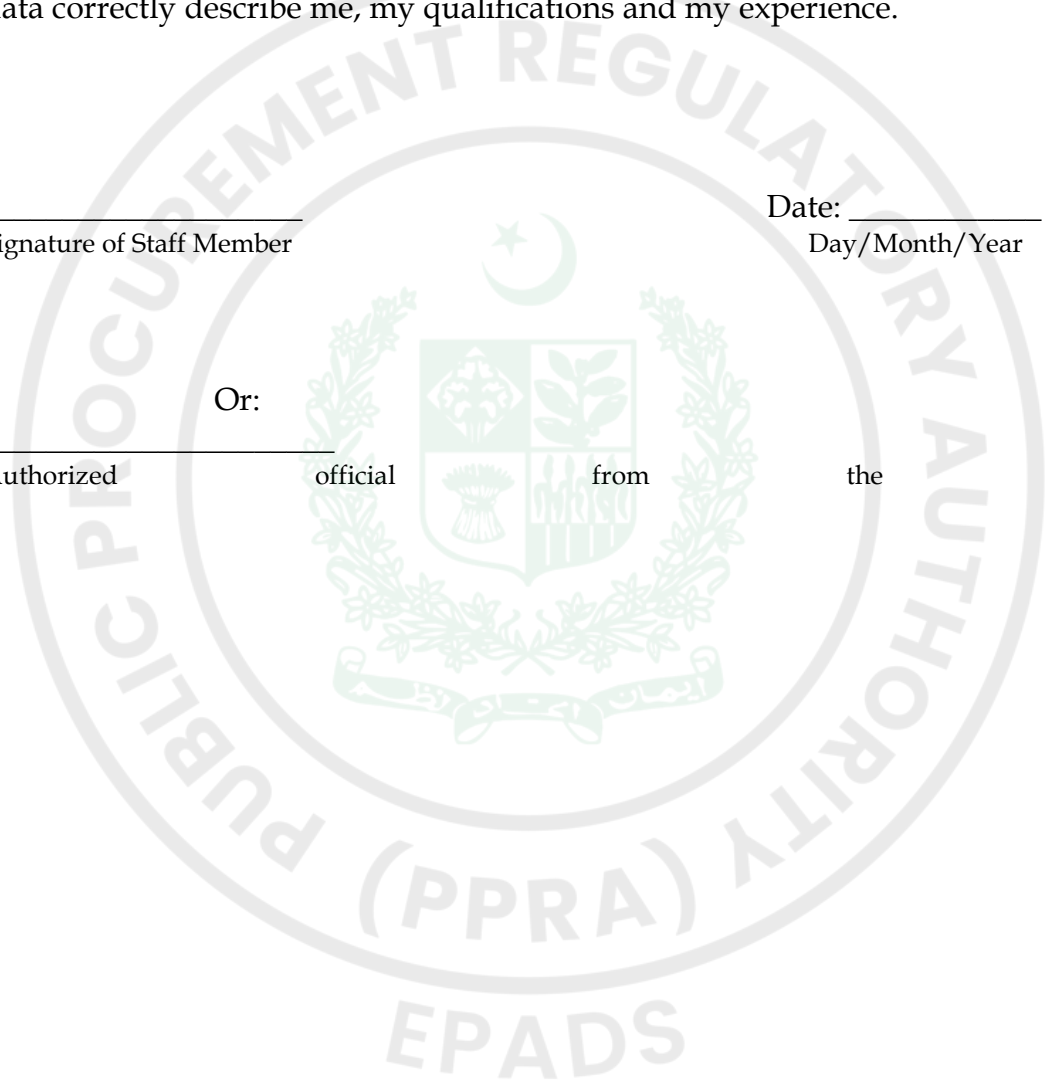
\_\_\_\_\_  
Authorized

official

from

the

firm



**Appendix-H of Annexure-1**

**COMMENTS/SUGGESTIONS OF SERVICE PROVIDER**

On the Terms of Reference (TOR)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- Etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:-

- 1.
- 2.
- 3.
- 4.
- 5.
- Etc.



# Form - 1

## Form of Bid Security

*[insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** *[Chief Executive Officer LESCO, LESCO HQ 22/A,*

*Queens Road, Lahore] Date: [insert date]*

**Bid Security No.:** *[insert number]*

We have been informed that *[insert name of the Service provider]* (hereinafter called "the Service Provider") has submitted to you its Bids dated *[insert date]* (hereinafter called "the Bids") for the execution of *[insert name of contract]*.

Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Security.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures][insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bids conditions, because the Service Provider :

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Forms of Bid; or
- (b) having been notified of the acceptance of its Bid by the LESCO during the period of Bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Service Provider, upon our receipt of copies of the contract signed by the Bidder and the Performance Guarantee issued to you upon the instruction of the Service Provider; and (b) if the Bidder is not the successful Service Provider, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Service Provider; or (ii) twenty-eight days after the expiration of the Service Provider's Bids.

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

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_ Date \_\_\_\_\_

## Form - 2

### 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: Lahore Electric Supply Company [complete name of LESCO]

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Bid during the period of Bid validity specified in the Bid Submission Sheet/ Letter of Bid or
- (b) having been notified of the acceptance of our Bid by the LESCO 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.]

**Form - 3**  
**Letter of Acceptance**

*[Letter head paper of the LESCO]*

*[date]*

To: *[name and address of the Supplier/Service Provider]*

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

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 35**.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

## Form - 4

### QUALIFICATION INFORMATION FORM

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

*Note: The LESCO may insert in this section additional form in accordance with their requirements.*

**Form - 5**  
**Annex-I of PPRA SRO 592**  
**Beneficial Ownership Declaration Performa**

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited Liability Partnership/ Association of Persons/Single Member Company/partnership Firm/Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identify of natural person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

**9. Information about Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names)**

1	2	3	4	5	6	7	8
Name and surname (in Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/Husband's Name in full	Current Nationality	Any other Nationality (es)	Occupation	Residential address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)
			Total numbers of shares taken (in figures and words)				

**10. Any other information incidental to or relevant to Beneficial Owner(s).**

**Name and signature**  
**(Person authorized to issue notice on behalf of the company)**

{Additional page may be added if required}

Name and Signature  
(Person authorized to issue notice on behalf of the company)

# Financial Bids Forms

## Financial Proposal Submission Form(Annex-2)

[Location, Date]

To:  
The Admn Director, LESCO.  
22-A, Queens Road Lahore.

Dear Sirs:

We, the undersigned, offer to provide the services for Security Guards with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal as indicated in the Instructions to Service Provider sheets.

Our Financial Proposal (inclusive of all taxes) is for: -

**FINANCIAL BID**  
(In sealed Cover super scribed "Financial Bid" in PKR)

Cost For about 1187 Security Guards (Number may be increased or decreased as per demand)

Sr. No.	Monthly Payment details	Rate for Security Guards in Rs. (With Arms)
1.	Minimum Wages / Basic Salary (must comply with current DC rates of that area)	
2.	Employees Social Security Contribution	
3.	EOBI Contribution by Service Provider	
4.	Life / Fidelity Insurance	
5.	Gratuity contribution	
6.	Cost of Uniform	
7.	Weapon Maintenance Cost, if any	
8.	Any other charges (specify if any)	
9.	Service Provider charges / fee	
10.	Provincial Sales Tax	
<b>Total (Lump sum cost per Guard)</b>		

For Example:

If the minimum number of outsourced manpower = 300

The average monthly lump sum cost (AMC) (Financial Bid Value) = AMC X 300

The average annual lump sum cost = (AMC X 300) X 12

Assignment Rate (in PKR) \_\_\_\_\_

Deployment of Security Guards of total cost of the awarded contract. No commissions or gratuities have been or are to be paid by us to Security Guards relating to this Proposal and Contract execution.

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

**We remain,**

**Yours sincerely,**

**Authorized Signature [In full and initials]:**

**Name and Title of Signatory:**

**Name of Firm:**

**Address:** \_\_\_\_\_

**SECTION VII: GENERAL CONDITIONS OF CONTRACT**

**SECTION VII: GENERAL CONDITIONS OF CONTRACT**

<b>A. General</b>

<p><b>1. Definitions</b></p>	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated</p> <ul style="list-style-type: none"> <li>(a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;</li> <li>(b) "The Contract" means an agreement enforceable by law;</li> <li>(c) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;</li> <li>(d) "The Services" means the work to be performed by the Service Provider pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Service Provider's Bid;</li> <li>(e) "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Service Provider covered under the Contract;</li> <li>(f) "GCC" means the General Conditions of Contract contained in this section;</li> <li>(g) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;</li> <li>(h) "Day" means calendar day unless indicated otherwise;</li> <li>(i) "Effective Date" means the date on which this Contract comes into force and effect;</li> <li>(j) "The Service Provider" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;</li> <li>(k) "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;</li> <li>(l) "Government" means the Government of Pakistan;</li> <li>(m) "Local Currency" means the currency of Pakistan;</li> <li>(n) "In Writing" means communicated in written form with proof of receipt;</li> </ul>
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	<p>(o) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Agency;</p> <p>(p) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;</p> <p>(q) "Party" means the Procuring Agency or the Service Provider, as the case may be, and "Parties" means both of them;</p> <p>(r) "Service" means any object of procurement other than goods or works;</p> <p>(s) "SubService Provider" means any entity to which the Bidder subcontracts any part of the Services.</p>
	<p>(t) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Agency;</p> <p>(u) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;</p> <p>(v) "Party" means the Procuring Agency or the Service Provider, as the case may be, and "Parties" means both of them;</p> <p>(w) "Service" means any object of procurement other than goods or works;</p> <p>(x) "SubService Provider" means any entity to which the Bidder Subcontracts any part of the Services.</p>
<b>2. Applicable Law</b>	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
<b>3. Language</b>	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Service Provider and the Procuring Agency, shall be written in the <b>English language</b> unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
<b>4. Notices</b>	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
<b>5. Location</b>	5.1 The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

<b>6. Authorized Representatives / Authority of Member in charge</b>	6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Service Provider may be taken or executed by the officials specified in the SCC.
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**B. Commencement, Completion, Modification, and Termination of Contract**

<b>7. Effectiveness of Contract</b>	7.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.
<b>8. Commencement of Services</b>	8.1 The Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
<b>9. Program schedule</b>	9.1 Before commencement of the Services, the Service Provider shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
<b>10. Starting Date/Expiration Date</b>	<p>10.1 The Service Provider shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p> <p>10.2 Unless terminated earlier pursuant to Clause <b>GCC 14</b> hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p>
<b>11. Entire Agreement</b>	11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
<b>12. Modification</b>	<p>12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.</p> <p>12.2 In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.</p>

<p><b>13. Force Majeure</b></p>	<p><b>13.1 Definition</b>  For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Service Provider and which makes a Service Provider’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p><b>13.2 No Breach of Contract</b>  The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p><b>13.3 Extension of Time</b>  Any period within which a Service Provider shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p><b>13.4 Payments</b>  During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such Period.</p>
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<p><b>14. Termination</b></p>	<p><b>14.1 By the Procuring Agency</b></p> <p>The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least ninety (90) calendar days' written notice of termination to the Service Provider in case of the events referred to in (a) through (d); at least Ninety (0) calendar days' written notice in case of the event referred to in (e);</p> <ul style="list-style-type: none"> <li>(a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;</li> <li>(b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</li> <li>(c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings;</li> <li>(d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>(e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> </ul> <p><b>14.2 By the Service Provider</b></p> <p>The Service Provider may terminate this Contract, by not less than Ninety (90) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <ul style="list-style-type: none"> <li>(a) If the Procuring Agency fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Service Provider that such payment is overdue;</li> <li>(b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;</li> <li>(d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such</li> </ul>
	<p>longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Service Provider's notice specifying such breach.</p>

### C. Obligations of the Service Provider

<p><b>15. General</b></p>	<p><b>15.1 Standard of Performance</b></p> <p>i. The Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency’s legitimate interests in any dealings with the third parties;</p> <p>ii. The Service Provider shall employ and provide such qualified and experienced Experts and Sub-Service Providers as are required to carry out the Services.</p> <p><b>15.2 Law Applicable to Services</b></p> <p>The Service Provider shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.</p>
<p><b>16. Conflict of Interests</b></p>	<p><b>16.1 Service Provider Not to Benefit from Commissions and Discounts</b></p> <p>The remuneration of the Service Provider shall constitute the Service Provider’s sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnels, any SubService Providers, and agents of either of them similarly shall not receive any such additional remuneration.</p> <p><b>16.2 Service Provider and Affiliates Not to be Otherwise Interested in Project</b></p> <p>The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any SubService Provider and any of its affiliates, shall be disqualified from providing Services (other than the Services and any</p>

	<p>continuation thereof) for any project resulting from or closely related to the Services.</p> <p><b>16.3 Prohibition of Conflicting Activities</b></p> <p>Neither the Bidder nor its SubService Providers nor the Personnels shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;</p> <p>(b) during the term of this Contract, neither the Service Provider nor their SubService Providers shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;</p> <p>(c) after the termination of this Contract, such other activities as may be specified in the SCC.</p>
<b>17. Insurance to be Taken Out by the Service Provider</b>	<p>17.1 The Service Provider(a) shall take out and maintain, and shall cause any SubService Providers to take out and maintain, at its (or the Sub-Service Providers', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<b>18. Service Provider's Actions Requiring Procuring Agency's Prior Approval</b>	<p>18.1 The Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <p>(a) appointing such members of the Personnels not provided by the Service Provider;</p> <p>(b) changing the Program of activities; and</p> <p>(c) any other action that may be specified in the SCC.</p>
<b>19. Reporting Obligations</b>	<p>19.1 The Service Provider shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.</p>
<b>20. Liquidated Damages</b>	<p><b>20.1 Payments of Liquidated Damages</b></p> <p>The Service Provider shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed</p>

	<p>the amount defined in the SCC. The Procuring Agency may</p>
	<p>deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.</p> <p><b>20.2 Correction for Over-payment</b></p> <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.</p> <p><b>20.3 Lack of performance penalty</b></p> <p>If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Service Provider</p>
<p><b>21. Performance Guarantee</b></p>	<p>21.1 Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount <b>specified in SCC.</b></p> <p>21.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.</p> <p>21.2 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.</p> <p>21.3 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless otherwise <b>specified in SCC.</b></p>

<b>22. Sustainable Procurement</b>	22.1 The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.
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**D. Service Provider’s Personnels**

<b>23. Description of Personnels</b>	23.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the
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	Services of the Service Provider's Key Personnels. The Key Personnels listed by title as well as by name are hereby approved by the Procuring Agency.
<b>24. Removal and/or Replacement of Personnels</b>	<p>24.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnels. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnels, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>24.2 If the Procuring Agency finds that any of the Personnels have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnels, then the Service Provider shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.</p> <p>24.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnels.</p>

#### **E. Obligations of the Procuring Agency**

<b>25. Change in the Applicable Law</b>	25.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.
<b>26. Services and Facilities</b>	<p>26.1 The Procuring Agency shall make available to the Service Provider and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.</p> <p>26.2 In case that such services, facilities and property shall not be made available to the Service Provider, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Service Provider for the performance of the Services, (ii) the manner in which the Service Provider shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Service Provider as a result thereof.</p>

## F. Payments to the Service Provider

<b>27. Contract Price</b>	<p>27.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the <b>SCC</b>.</p>
<b>28. Terms and Conditions of Payment</b>	<p>28.1 Payments will be made to the Service Provider according to the payment schedule stated in the <b>SCC</b> and as per actual invoice submitted by the Service Provider.</p> <p>28.2 Unless otherwise stated in the <b>SCC</b>, the advance payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the <b>SCC</b>. Any other payment shall be made after the conditions listed in the <b>SCC</b> for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Agency specifying the amount due.</p>
<b>29. Quality Control Identifying Defects</b>	<p>29.1 The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the <b>SCC</b>. The Procuring Agency shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Agency may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the <b>SCC</b>.</p>
<b>30. Correction of Defects, and Lack of Performance Penalty</b>	<p>30.1 The Procuring Agency shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>30.2 Every time notice a Defect is given; the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.</p> <p>30.3 If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance.</p>
<b>31. Settlement of Disputes Amicable Settlement</b>	<p>31.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
<b>32. Dispute Settlement</b>	<p><b>Arbitration</b></p> <p>32.1 If any dispute of any kind whatsoever shall arise between the procuring agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its</p>

	existence,
	<p>validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.</p> <p>32.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with <b>GCC sub-clause 32.1</b>, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.</p> <p>32.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Service Provider any undisputed amounts due under the Contract during the resolution of any dispute.</p>

## SECTION VIII.

### SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 2	<b>Applicable/Governing Law:</b> The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
GCC 3	<b>Language:</b> The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <b>English</b> .
GCC 4	<b>Notices:</b> <b>The addresses for the notices are:</b> The LESCO: <b>ADMN DIRECTORT LESCO</b> The Service Provider/ Service Provider: [Name, address and telephone number]. The Service Provider/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]
GCC 6.1	<b>The Authorized Representatives are:</b> <b>For the LESCO:</b> <b>Name:</b> ..... <b>Designation:</b> <u>ADMN DIRECTOR</u> <b>Address:</b> <u>LESCO HQ 22A Queens Road Lahore</u> <b>For the Service Provider:</b> <b>Name:</b> ..... <b>Designation:</b> ..... <b>Address:</b> .....
GCC 7	<b>Effectiveness of the contract</b> The Service Provider/Bidder shall be effective <b>IMMEDIATELY</b> from the date of signature of the Contract by both parties
GCC 8	<b>Commencement of Services:</b> The Service Provider/ Bidder shall provide required Services immediately from the effective date of contract signing.

GCC 10.2	<p><b>Expiration of Contract:</b> The time period shall be <b>2 Year</b>.</p>
GCC 14	<p><b>Termination:</b> In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Required Services till the time of alternate arrangements.</p>
GCC 16	<p><b>Conflict of Interest:</b> The LESCO reserves the right to determine on a case- by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC 17.</p>
GCC 20	<p><b>Liquidated Damages:</b> If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the LESCO as Liquidated Damages at a rate of <b>0.1% to 10%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
GCC 21	<p><b>Performance Guarantee:</b> The amount of performance guarantee shall be <b>(10% of the contract price)</b> in the form mentioned in <b>BDS Clause 19</b>.</p>
GCC 28	<p><b>Payment terms:</b> Payment will be made to the Bidder against the procured services according to the actual invoice submitted by the Bidder against the services provided. All payments shall be made through <b>cross cheque in the name of Firm</b>. The name of the Bank, account number and title shall be specified in writing at a later date.</p>
GCC 29	<p><b>Identifying Defects:</b> The LESCO reserves the right at any time to inspect the premises of the Service Provider to inspect arrangements for the services and monitor the services being provided.</p>

GCC 31

**Guidance for Dispute Resolution:**

- i. If any dispute of any kind whatsoever shall arise between the LESCO and the Service Provider 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 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. 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 Islamabad, Pakistan and proceedings will be conducted in English language.
- iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion, however, the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider.

**Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

**Appointing Authority for Arbitrator:**

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

**Rules of procedure for arbitration proceedings:**

Any dispute between the LESCO and a Service Provider who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however, above provision shall prevail in referring the case to the Arbitrator.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

# SECTION IX:

## CONTRACT FORMS

### Form of Contract

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between *Insert the name of the LESCO* (hereinafter called "the LESCO") of the one part and *[name of Service Provider]* of *[city and country of Service Provider]* (hereinafter called "the Service Provider") of the other part:

WHEREAS the LESCO invited Bids for provision of Non-Consultancy Services, viz., *[brief description of services]* and has accepted a Bids by the Bidder for the provision of Non-Consultancy 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 Bids and the Price Schedule submitted by the Service Provider;
  - (c) the Schedule of Requirements;
  - (d) the Technical Specifications;
  - (e) the Special Conditions of Contract;
  - (f) the General Conditions of the Contract;
  - (g) the LESCO's Letter of Acceptance; and
  - (h) *[add here: any other documents]*
3. In consideration of the payments to be made by the LESCO to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the LESCO to provide the Non-Consultancy Services related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The LESCO hereby covenants to pay the Bidder in consideration of the provision of Non-Consultancy 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 LESCO) Witness to the signatures of the LESCO:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the LESCO)

Witness to the signatures of the Service Provider:

.....

## Performance Guarantee Form

To: *Lahore Electric Supply Company*

WHEREAS *[name of Service Provider]* (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services (hereinafter called "the Contract").

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

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

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

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

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

## Integrity Pact

### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE CLOUD SERVICE PROVIDERS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

[Name of Service Provider] hereby declares that it has not obtained or induced the procurement 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 Service Provider] 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, Security Guards, associate, broker, 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 procurement 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 Service Provider] 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 Service Provider] 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 Service Provider] 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 Service Provider] as aforesaid for the purpose of obtaining or

inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

\_\_\_\_\_  
[Service Provider]

\_\_\_\_\_  
[Buyer/LESCO]

## MISCELLANEOUS PROVISIONS

### 1 WARRANTIES

The firm warrants that it, and its manpower, has all the necessary and valid permits, licenses, permissions and authorizations to perform the Services under this Agreement and no one is /has been involved in illegality / malpractice

### 2 DUE DILIGENCE

The firm shall provide the Client all business information and other Due Diligence documents and materials as reasonably requested by the Client time to time.

### 3 PERFORMANCE OF OBLIGATIONS BY THE SERVICE PROVIDER

The Parties acknowledge that the following provisions are, without limitation, conditions of this Agreement:

- (a). Commencement of Services
- (b). Standard of Performance
- (c). Service Provider not to Benefit from Commissions, Discounts, etc.
- (d). Project Manager

The Service Provider acknowledges that as regards the performance of its obligations under this Agreement time is of the essence.

**Annex: A**

Sr.	Installations	Base Station	Walkie Talkie Sets	Remarks
1.	LESCO HQ			
2.	Ware House Chicho ki Malian			
3.	Regional Store Walgon Sohail			
4.	Regional Store Pattoki			
5.	Regional Store Shalamar / Shalamar Complex			
6.	IT Centre /Ghazi Grid			
7.	Kot Lakhpat Grid / Offices			
8.	Kasur Circle Office			
9.	Okara Circle Office			
10.	Nankana Circle Office			
11.	Town Ship Circle Office			
	<b>Total</b>			

**NOTE: The Walki talki set will be provided as per actual requirement and not limited to the above locations only.**

## Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

