Standard Bidding Document

HIRING OF SECURITY SERVICES FOR KORANGI FISHERIES HARBOUR AUTHORITY
(Non-Consultancy Services)

National

Single Stage-Two Envelope

July 09, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority)** has reserved Funds for the procurement planned for FY **2026-27**. The **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**HIRING OF SECURITY SERVICES FOR KORANGI FISHERIES HARBOUR AUTHORITY**" with the reference of **" P55949"**

2. The **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority)** 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 **Least Cost Based Selection (LCBS)**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, Call at Deposit, Bank Guarantee** 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://epads.gov.pk/opportunities/federal/procurements/55949**.

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 **Monday, July 27, 2026 02:00 PM**. E-bids will be opened on the same day at **Monday, July 27, 2026 02:30 PM**. 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).

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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. **Fraudualent & Corrupt Practices**

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 severely 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

6. **Contents of Standard Bidding Document**

6.1. 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 by the Procuring Agency 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 Fraudaulent & Corrupt Practices
Section VIII – Material & Non-material deviation
Section IX General Conditions of Contract (GCC)
Section X Special Conditions of Contract (SCC)
Section XI Contract Forms

6.2. 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.

7. **Clarifications**

7.1. 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.

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

7.3. 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 1.1.**

7.4. 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.

7.5. 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.

7.6. 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:

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. 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.

8. **Amendment of Bidding documents**

8.1. 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.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and 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.

8.3. 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

9. Documents Constituting the Bids

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

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

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

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

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

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

10.1. 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.

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

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. Pursuant to BDS, the bidder shall furnish, as part of itsbid, 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.

11.2. 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”.

11.3. 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:

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

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

12. **Form of Bid**

12.1. **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.**

13. **Bids Prices**

13.1. 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.

13.2. 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.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. 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.

13.5. 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, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.**

15. **Bids Currencies**

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

16. **Bid Validity Period**

16.1. 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.

17. **Bid Security or Bid Securing Declaration**

17.1. 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.

17.2. 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.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. 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. 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:

17.4.1. the expiry of the Bid Security;

17.4.2. 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;

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

17.4.4. 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.

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

17.5.1. if a bidder:

17.5.1.1. 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

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

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

18. **Alternative Bids by Bidders**

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

18.2. 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.

19. **Withdrawal, Substitution, and Modification of Bids**

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

20. **Format and Signing of Bids**

20.1. 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.

20.2. 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

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

21.1. 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.

21.2. 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 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

22. **Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee**

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004,
The Procuring Agencyis required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids inaccordance with the evaluation criteria, terms and conditions given in the bidding documents.

22.2. The selection technique adopted shall be based on quality and cost, with 70% weightage assigned to quality and 30% to cost. The passing threshold for the technical bid shall be 70%.

23. **Opening of Bids**

23.1. The Bid Evaluation Committee of 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.

23.2. 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.

23.3. 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.

23.4. 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.

24. **Confidentiality**

24.1. 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.

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

25. **Preliminary Examination of Bids**

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

25.1.1. meets the eligibility criteria defined in **BDS**;

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

25.1.3. is accompanied by the required securities; and

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

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** 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.

25.3. 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.

26. **Examination of Terms and Conditions, Technical Evaluation**

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed inthe bidding document have been met without material deviation or reservation.

26.2. 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 BDS**,** it shall reject the bids.

27. **Correction of Errors**

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

27.1.1. 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;

27.1.2. 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

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

27.1.4. 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.

27.2. 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.

28. **Conversion to Single Currency**

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. **Evaluation of Bids**

29.1. 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.

29.2. 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.

29.3. 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.

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

29.4.1. 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;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6;**

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. 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.

29.7. 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.**

30. **Determination of Most Advantageous Bids**

30.1. 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.

31. **Abnormally Low Financial Bids**

31.1. 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 –

31.1.1. 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

31.1.2. 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.

32. **Rejection of Bids**

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

33. **Single Responsive Bid**

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

34. **Arbitration**

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. **Criteria of Award**

43.1. 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 Bid.

44. **Procuring Agency's Right to reject All Bids**

44.1. 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).

44.2. 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.

45. **Notification of Award**

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

45.2. 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).

45.3. 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.

46. **Signing of Contract**

46.1. 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.

47. **Performance Guarantee**

47.1. 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.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** 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.

48. **Corrupt & Fraudulent Practices**

48.1. 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

53. **Constitution of Grievance Redressal**

53.1. 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.

54. **GRC Procedure**

54.1. 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

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. 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 Regulation on “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 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

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority)**

The subject of procurement is: **HIRING OF SECURITY SERVICES FOR KORANGI FISHERIES HARBOUR AUTHORITY**

Expected commencement date: **Monday, August 31, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P55949**

BDS Clause Number 3

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, July 17, 2026

BDS Clause Number 5

Any addendum, in case issued, shall be published on **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority)** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid:

1. Minimum 05 years of relevant experience in Government, semi Govt or Autonomous bodies or multinational organizations with no dissatisfactory performance (testimonial from the organization).

2. Last 3 years' Avg annual turnover with a minimum rupees 30 million as per Audited Financial Statement and Annual Return.

3. Registration certificates both FBR and SRB duly active status at the time of submission of bid.

4. Have one running contracts (of at least 20 guards) in renowned organizations at the time of bidding.

5. Detail of Qualification of Key Professionals with Designation and Experience.

6. Valid license to operate in Sindh Province.

7. NOC issued by Sindh Government.

8. Registration with SECP.

9. Registered with APSAA since last 3 years.

10. Registration with Social Security

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **148 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Bank Guarantee**

BDS Clause Number 15

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 90 days so the bid security shall be valid for 90+28 = 118 days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Korangi Fisheries Harbour Authority, Chashma Goth Deh Rehri District Malir

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, July 27, 2026 02:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Monday***

Date: ***Monday, July 27, 2026***

Time *:* ***02:30 PM***

BDS Clause Number 19

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Call at Deposit, Bank Guarantee**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievence against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	SECP
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	

Eligibility Criteria	Document
1.1 Minimum 05 years of relevant experience in Government, semi Govt or Autonomous bodies or multinational organizations with no dissatisfactory performance (testimonial from the organization).	Yes
1.2 Last 3 years’ Avg annual turnover with a minimum rupees 30 million as per Audited Financial Statement and Annual Return.	Yes
1.3 Registration certificates both FBR and SRB duly active status at the time of submission of bid.	Yes
1.4 Have one running contracts (of at least 20 guards) in renowned organizations at the time of bidding.	Yes

1.5 Detail of Qualification of Key Professionals with Designation and Experience.	Yes
1.6 Valid license to operate in Sindh Province.	Yes
1.7 NOC issued by Sindh Government.	Yes
1.8 Registration with SECP.	Yes
1.9 Registered with APSAA since last 3 years.	Yes
1.10 Registration with Social Security.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Technical Marks	**100**
Passing Marks	**70**
A) Details of weapons & equipment held by the Agency (Max: 12 Marks): (Attach documentary proof in the shape of a License/permit photocopy with the Firearm number visible)	
A.1) Pistols/ (30 bore or 9 mm semi-automatic) (Quantitative)(Doc Required) 20 or more **(2)** 1 to 19 **(1)**	2
A.2) Magazine Shotguns (12 bore) (Quantitative)(Doc Required) 20 or more **(2)** 1 to 19 **(1)**	2
A.3) SMG (Chinese 56) or Russian AK47 (7.62 caliber) (Quantitative)(Doc Required) 25 or more **(2)** 1 to 24 **(1)**	2

A.4) Explosive Detector (Quantitative)(Doc Required) 5 or more **(2)** 1 to 4 **(1)**	2
A.5) Metal Detector (Quantitative)(Doc Required) 25 or more **(2)** 1 to 24 **(1)**	2
A.6) 5 or more Walk Through gates (Quantitative)(Doc Required)	1
A.7) 10 or more Under Vehicle Scanner/ Mirror (Quantitative)(Doc Required)	1
B) Details of Communication / Control Mechanism (Max: 10 Marks): (Attach documentary proof in the shape of a license / permit photocopy with the serial number visible)	
B.1) Wireless Frequency acquired by PTA under License No: Renewed up to: (Provide details as attachment in the Document Evidence) (Quantitative)(Doc Required) Valid **(3)** Required Renewal **(1)**	3

B.2) Agency / Firm operating its Control Room / Quick Response Center (Provide details as attachment in the Document Evidence) (Quantitative)(Doc Required) Within 10 kms of KOFHA **(3)** Within 20 kms of KOFHA **(2)** Within 30 kms of KOFHA **(1)**	3
B.3) Wireless set/ handheld communication devices available with the firm (Provide details as attachment in the Document Evidence) (Quantitative)(Doc Required) 20 or more **(2)** 1 to 19 **(1)**	2
B.4) Base Station equipment (Provide details as attachment in the Document Evidence) (Quantitative)(Doc Required) 5 or more **(2)** 1 to 4 **(1)**	2
C) Detail Of Agency / Firm Owned Transport (Max: 12 Marks): (Provide registration details)	
C.1) Administrative vehicle: (Quantitative)(Doc Required) 10 or more **(3)** 1 to 9 **(2)**	3

C.2) Operational vehicles (fitted with wireless): (Quantitative)(Doc Required) 15 or more **(3)** 1 to 14 **(2)**	3
C.3) Special vehicle (bullet proof B6 or B8): (Quantitative)(Doc Required) 2 or more **(3)** 1 vehicle **(2)**	3
C.4) Motor Bikes: (Quantitative)(Doc Required) 25 or more **(3)** 1 to 24 **(1)**	3
D) Training Facility (Max: 10 Marks):	
D.1) Agency / Firm holding its training centre for grooming & training of security guards: (Attach details in the Document Evidence) (Quantitative)(Doc Required) Training center in Karachi **(5)** Training center outside Karachi but in Sindh province **(3)** Outside Sindh province **(1)**	5

D.2) No: of guards trained by APSAA training school in 2024-2025 (attach certificate copy) (Quantitative)(Doc Required) Equal or More than 50 **(5)** 25 to 49 **(3)** 1 to 24 **(1)**	5
E) Details of Security Operation Province Wise (Max: 10 Marks):	
E.1) Sindh (Number of Guards / Locations / Organizations where deployed including contact number of Manager Security/Admin is mandatory to be attach as Document Evidence) (Quantitative)(Doc Required) 50 or More **(5)** 25 to 49 **(3)** 1 to 24 **(1)**	5
E.2) 10 or more guards in Punjab (Number of Guards / Locations / Organizations where deployed including contact number of Manager Security/Admin is mandatory to be attach as Document Evidence) (Quantitative)(Doc Required)	1
E.3) 10 or more guards in KPK (Number of Guards / Locations / Organizations where deployed including contact number of Manager Security/Admin is mandatory to be attach as Document Evidence) (Quantitative)(Doc Required)	1

E.4) 10 or more guards in Baluchistan (Number of Guards / Locations / Organizations where deployed including contact number of Manager Security/Admin is mandatory to be attach as Document Evidence) (Quantitative)(Doc Required)	1
E.5) 10 or more guards in Azad Kashmir (Number of Guards / Locations / Organizations where deployed including contact number of Manager Security/Admin is mandatory to be attach as Document Evidence) (Quantitative)(Doc Required)	1
E.6) 10 or more guards in Gilgit Baltistan (Number of Guards / Locations / Organizations where deployed including contact number of Manager Security/Admin is mandatory to be attach as Document Evidence) (Quantitative)(Doc Required)	1
F) Professional Security Staff on Agency / Firm Payroll (Max: 16 Marks): (Provide Document Evidence i.e CV, Experience Certificate and appointment letter etc)	
F.1) Commissioned Officers from the armed forces (Quantitative)(Doc Required) Equal or more than 5 **(3)** Less than 5 **(2)**	3
F.2) JCOs (Naib Subedar/ subedar) (Quantitative)(Doc Required) Equal or More than 5 **(3)** Less than 5 **(2)**	3

F.3) NCOs (Naik/ Havaldar) (Quantitative)(Doc Required) Equal or More than 5 **(3)** Less than 5 **(2)**	3
F.4) Police & Rangers persons etc (Quantitative)(Doc Required) Equal or More than 5 **(3)** Less than 5 **(2)**	3
F.5) 5 or more Civilians (Quantitative)(Doc Required)	1
F.6) 50 or more SG Guards (Quantitative)(Doc Required) Equal or More than 10 **(3)** Less than 10 **(1)**	3
G) Experience of the Firm & ISO Certification (Max: 10 Marks):	

G.1) 1 Marks for every year in security service over 5 years. (Quantitative)(Doc Required) 10 years in security service **(5)** 09 years in security service **(4)** 08 years in security service **(3)** 07 years in security service **(2)** 06 years in security service **(1)**	5
G.2) Is Agency / Firm standardization towards security services certified through ISO? (Attach details as Document Evidence) (Quantitative)(Doc Required)	5
H) Detail of Top Ten (10) National / Multinational Organizations where Agency / Firm presently providing Security Services (Max: 10 Marks):	
H.1) Number of Organization (Attach details on proforma at Annexure-H along with certificate as Document Evidence) (Quantitative)(Doc Required) 10 Organizations **(10)** 1 to 9 Organizations **(5)**	10
I) Details of Ports & Harbor where Firm presently or previously provided Security Services:(Max: 10 Marks):	

I.1) Number of Organization (Attach details on proforma at Annexure-H along with certificate as Document Evidence) (Quantitative)(Doc Required) 4 Organizations **(10)** 1 to 3 Organizations **(5)**	10

Required Services

Lot Title : HIRING OF SECURITY SERVICES FOR KORANGI FISHERIES HARBOUR AUTHORITY

Bid Security : 500000 PKR

Position	Delivery Schedule	Quantity
Guards	**Address:** Chashma Goth, Rehri., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province). **Schedule:** 365 Days **Quantity:** 20/Qty	20/Qty
Security Supervisors	**Address:** Chashma Goth, Rehri., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province). **Schedule:** 365 Days **Quantity:** 2/Qty	2/Qty
VIP Security Supervisor	**Address:** Chashma Goth, Rehri., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province). **Schedule:** 365 Days **Quantity:** 1/Qty	1/Qty

Position	Delivery Schedule	Quantity
Searchers / Receptionist	**Address:** Chashma Goth, Rehri., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province). **Schedule:** 365 Days **Quantity:** 1/Qty	1/Qty

Related Services :

Yes

HIRING OF SECURITY SERVICES FOR KORANGI FISHERIES HARBOUR AUTHORITY

Position	Related Services
Guards	As per Annexure-E
Security Supervisors	As per Annexure-E
VIP Security Supervisor	As per Annexure-E
Searchers / Receptionist	As per Annexure-E

Services Specifications

Lot Title : HIRING OF SECURITY SERVICES FOR KORANGI FISHERIES HARBOUR AUTHORITY

Position: Guards

Specifications / Requirements:

Armed Security Guards (Ex-Serviceman)

Position: Security Supervisors

Specifications / Requirements:

Security Supervisor (Ex from Pak Army, Navy or Air Force)

Position: VIP Security Supervisor

Specifications / Requirements:

VIP Security (Ex from Pak Army, Navy or Air Force)

Position: Searchers / Receptionist

Specifications / Requirements:

Lady Searcher

Scope of Work

The objective of this bidding process is to procure comprehensive security services toensure a smooth and safe operational environment in KOFHA. This includes implementing robust security measures to protect the premises, staff, officers, and visitors from potential threats, intrusions, or criminal activities.The security services should encompass various aspects such as round-the-clocksurveillance, regular patrols, access control, emergency response protocols, and collaboration with local law enforcement agencies when necessary. The emphasis is on creating a secure atmosphere that promotes a sense of safety and well-being among all stakeholders.Additionally, the selected security service provider must demonstrate a clear
understanding of the unique security needs and challenges associated with organization. They should be committed to upholding the highest standards of professionalism, integrity, and adherence to legal and regulatory requirements governing security operations.Overall, the objective is to engage a qualified and reliable security partner who caneffectively safeguard KOFHA and its land.

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 Contractorand 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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

10.1. 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.**

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

11. **Entire Agreement**

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

12. **Modification**

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.

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

13. **Force Majeure**

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

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, 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.

14. **Termination**

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

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

14.1.2. 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;

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

14.1.4. 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;

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

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

14.2.1. 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;

14.2.2. 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;

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

14.2.4. 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

15. **General**

15.1. **Standard of Performance**

15.1.1. 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;

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

15.2. **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.

16. **Conflict of Interests**

16.1. **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.

16.2. **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.

16.3. **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:

16.3.1. 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;

16.3.2. 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;

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

17. **Insurance to be Taken Out by the Contractor**

17.1. 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.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

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

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

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

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

20. **Liquidated Damages**

20.1. **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.

20.2. **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.**

20.3. **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

21. **Performance Guarantee**

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

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.

21.3. 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**.

21.4. 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.**

22. **Sustainable Procurement**

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

D. Contractor's Personnel

23. **Description of Personnel**

23.1. 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.

24. **Removal and / or Replacement of Personnel**

24.1. 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.

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

24.3. 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

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

26.1. 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.

26.2. 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

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

28.2. 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.

29. **Quality Control Identifying Defects**

29.1. 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**.

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. 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.

30.2. 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.

30.3. 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.

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **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.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority), Manager Admin Korangi Fisheries Harbour Authority, Chashma Goth Deh Rehri District Malir

The Supplier is:

The title of the subject procurement is:HIRING OF SECURITY SERVICES FOR KORANGI FISHERIES HARBOUR AUTHORITY

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

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 **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority), Manager Admin
Korangi Fisheries Harbour Authority, Chashma Goth Deh Rehri District Malir
+92-300-829-8447
samkid125@gmail.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority), Manager Admin
Korangi Fisheries Harbour Authority, Chashma Goth Deh Rehri District Malir
+92-300-829-8447
samkid125@gmail.com

For the Bidder:

Name: ………………………

Designation: ……………..

Address: ……………………………..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be ………………….

Number of GC Clause 14

Termination

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 Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency 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 C2**.**

Number of GC Clause 20

Liquidated Damages

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 **0.03%** to **0.30%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Call at Deposit, Bank Guarantee

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

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.

Number of GC Clause F

Identifying Defects:

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.

Inspections & Tests Requirements

KOFHA may ask to provide a demo unit that the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

i. 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**.**

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 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 Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P55949***

To: **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority), Manager Admin Korangi Fisheries Harbour Authority, Chashma Goth Deh Rehri District Malir**

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 **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority), Manager Admin Korangi Fisheries Harbour Authority, Chashma Goth Deh Rehri District Malir**

(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., **HIRING OF SECURITY SERVICES FOR KORANGI FISHERIES HARBOUR AUTHORITY (*P55949*)** 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 BYTHE 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 time 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: **Korangi Fisheries Harbour Authority (Korangi Fisheries Harbour Authority), Manager Admin Korangi Fisheries Harbour Authority, Chashma Goth Deh Rehri District Malir**

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

____

[name of bank or financial institution]

____

[address]

[date}

Annexure

Annexure - A

Introduction of the Korangi Fisheries Harbour Authority (KoFHA).

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure - A** (page number: 81)

Annexure - B

Additional instructions to bidders to be read, understood, accepted, and complied with during the bidding process and execution of the contract, forming an integral part of the Contract Agreement.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure - B** (page number: 83)

Annexure - C

Bidding data, terms & conditions, and the Integrity Pact to be read, understood, accepted, and complied with by the bidder, forming an integral part of the Contract Agreement.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure - C** (page number: 86)

Annexure - D

Financial Proposal

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure - D** (page number: 91)

Annexure - E

Related services to be provided by the successful bidder in accordance with the bidding requirements, to be read, understood, accepted, and complied with, forming an integral part of the Contract Agreement.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure - E** (page number: 93)

Annexure - F

Technical specifications,operational requirements and other information provided in this annexure for the provision of security services to be read, understood, accepted, and complied with by the bidder, forming an integral part of the Contract Agreement

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure - F** (page number: 96)

Annexure - G

Mandatory requirements to be fulfilled by the bidder, to be read, understood, accepted, and complied with, forming an integral part of the Contract Agreement.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure - G** (page number: 102)

Annexure - H

Technical Evaluation Criteria.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure - H** (page number: 104)

Annexure - I

General Conditions of Contract to be read, understood, accepted, and complied with by the bidder, forming an integral part of the Contract Agreement.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure - I** (page number: 113)

Annexure - J

Forms to be read, understood and accepted by the bidder as part of the bid, forming an integral part of the bidding and Contract Agreement.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure - J** (page number: 120)

Procurement Forms

Additional Forms and Documents

Annexure – A

INTRODUCTION OF THE AUTHORITY

1. Introduction

1. Korangi Fisheries Harbour Authority (KoFHA) is a strategically developed, integrated industrial-cum-commercial secondary port, conceived to support and strengthen Pakistan's deep-sea fisheries sector. It was established in 1982 under the Korangi Fisheries Harbour Authority Ordinance XVI of 1982 (Ordinance XVI of 1982), with the primary mandate to exploit and manage deep-sea fishery resources located beyond the country's territorial waters, i.e, beyond 12 nautical miles from the baseline.

2. To fulfill this mission, KoFHA acquired a total of 370 acres of land from the Port Qasim Authority (PQA) in 1983 through a long-term lease agreement spanning over a period of 99 years. This vast expanse of land was designated for the creation of a fully integrated harbour facility aimed at promoting industrial growth, commercial activity, and the sustainable harvesting of marine resources from Pakistan's Exclusive Economic Zone (EEZ).

3. The initial master planning and engineering design for the Korangi Fisheries Harbour were carried out in 1988 by a renowned European consultancy firm, in association with M/s Moulum Pvt. Ltd., a reputed local engineering company. Their collaborative efforts led to the formulation of a comprehensive development blueprint that included the construction and establishment of all critical infrastructure and operational facilities.

Key components of the Harbour's infrastructure include:

- A modern jetty to facilitate the berthing and offloading of fishing vessels
- A central auction hall for the efficient handling, grading, and sale of fish catch
- Fully equipped administration and engineering buildings to house operational and technical staff
- Net mending sheds to support routine maintenance of fishing gear
- Dedicated generator and pump rooms for uninterrupted power and water supply
- Cold storage and general storage facilities for fish preservation and equipment
- An internal water supply system to support industrial and domestic use
- A well-planned road network to ensure smooth intra-harbour logistics and transportation

Korangi Fisheries Harbour Authority
SEAL

Annexure – B

ADDITIONAL INSTRUCTIONS TO THE BIDDER

2. Instructions to Bidder

a. KOFHA expects that aspirant firms/companies/agencies should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form. Moreover, attach the required supporting documentation according to the requirement.

b. Bid Security of PKR 500,000 (Pak. Rupees Five Hundred Thousand only) will be submitted in the office of Manager (Admin), Korangi Fisheries Harbour Authority (KoFHA), Chashma Goth, Rehri District Malir Karachi on or before 27.07.2026 by 14:00 hrs in the shape of Pay Order / Demand Draft or a Bank Guarantee from any Scheduled Bank of Pakistan having minimum AAA rating in favor of Korangi Fisheries Harbour Authority.

c. Single Stage-Two Envelope Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting Least Cost Based Selection (LCBS) 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).

d. Successful bidder should provide 10% Performance Security of the total value of Purchase Order / Work Order in the form of Pay Order or from any Scheduled Bank of Pakistan having minimum AAA rating in favor of Korangi Fisheries Harbour Authority. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.

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

f. Firms / Companies shall maintain their status as active / filer taxpayers with taxation authorities while rendering services to KOFHA.

g. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through EPADS v2.0 on or before Monday, July 27, 2026 02:00 PM. E-bids will be opened on the same day at Monday, July 27, 2026 02:30 PM. 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.

h. 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).

i. KoFHA reserves the right to accept or reject any or all Bids as per Rule-33 of PPRA Rules – 2004 and no claim shall be entertained in this regard and Authority's decision shall be final and binding upon all the parties/firms.

Stamp & Signature

SEAL Korangi Fisheries Harbour Authority

(a) Collection of Tender

Interested contractors / firms may obtain Bidding Documents from the PPRA, KoFHA & EPADS Website following the advertisements release.

(b) Communication

Any request for clarification regarding the technical specifications or any other aspect of the bidding documents shall be submitted through EPADS v2.0 to the Procuring Agency with in seven (07) days from the date of bid submission. Such requests should be addressed to:

Contact Person (KOFHA):

Manager (Admin)

Korangi Fisheries Harbour Authority (KoFHA),
Chashma Goth, Rehri District Malir,
Karachi.

(c) Submission of Documents and Address

The Bids are to be submitted through EPADS v2.0 on or before **27.07.2026** at **1400** hours. The bids shall be opened on the same date of submission at **1430** hours in the presence of those bidders who may be wish to represent. The Financial proposal of technically qualified bidders shall be opened in the presence of bidders or their authorized representative who may wish to attend. The date, time and venue shall be intimated later.

(d) Rights

Competent Authority reserve the right to accept or reject any quotation/tender without any reason thereof as per ppra rule 33.

(e) Point of Services

Services will be delivered at the KOFHA.

(f) Clarification / Proof

As Per Evaluation Criteria .

(g) Conditional / Optional / Alternate Bids

Such bids will not be accepted.

Annexure – C

BIDDING DATA, TERMS & CONDITIONS

&

INTEGRITY PACT

3. Bidding Data

(a) Name of Procuring Agency: Korangi Fisheries Harbour Authority , Karachi.

(b) Brief Description of Works: Hiring of Security Services for KOFHA.

(c) Procuring Agency's Address: Korangi Fisheries Harbour Authority (KoFHA), Chashma Goth, Rehri District Malir, Karachi.

(d) Amount of Bid Security: Bid Security of Rs 500,000.00 shall be submitted along with Tender Documents in the shape of Pay Order / Demand Draft or a Bank Guarantee from any Scheduled Bank of Pakistan having minimum AAA rating in favor of Korangi Fisheries Harbour Authority. The Bid Security from Insurance Company shall not be accepted.

(e) Period of Bid Validity (days): One Fourty Eight Days (148) Days.

(f) Deadline for Submission of Bids along with time: As per NIT.

(g) The Venue, Time, and Date of Bid Opening : As Per NIT.

(h) Liquidity damages: Liquidated damages 1% per month of the total contract amount will be imposed on delayed and non-satisfactory services.

(i) KOFHA reserves the right to deduct 2.5% of the monthly bill as penalty if security personnel are not paid by the 5th of each month.

(j) Minimum Daily wages should not be less than as per Govt issued Notification and will be liable to be adjusted as per change of laws and regulation there in.

(k) Deposit Receipt No: __________________________Dated: _______________________

Amount (in words and figures): ____

SEAL

4. Terms and Conditions

a. Bid Security
Bid Security, in the shape of a bank draft/pay order in the name of "**Korangi Fisheries Harbour Authority** " Karachi, as prescribed in NIT.

b. Performance Security
The successful bidder should provide 10% Performance Security of the total value of the Purchase Order in the form of a Pay Order or bank guarantee from AAA Rating Bank prior to the signing of the Contract. The Performance Security shall extend at least three months beyond the completion of the contract.

c. Validity of the Tender
As Per NIT.

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

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

f. Acceptance of Tender
The KOFHA reserves the right not to accept the lowest bid and to annul the bidding process without assigning any reason whatsoever.

KOFHA may ask to provide a demo unit that the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

g. Bid Evaluation
The Most Advantageous bid (Having least cost) conforming to evaluation criteria mentioned here in this documents would be considered for award of work as per PPRA Rule 38.

h. Invoice
The invoice/bill should be submitted to the Manager (Admin). KOFHA.

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

j. Contract Period
The Contract shall remain in force for a period of **one (01) year** from the date of signing of the

Agreement, Subject to satisfactory performance of the Company/Firm/Agency and mutual written consent of the parties, the Contract may be extended for one or more additional periods; however, the cumulative extension period shall not exceed **two (02) years**, on the same terms and conditions.

k. Certification

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

l. Minimum Wage Revision

KOFHA reserves the right to revise Minimum wage of the manpower in consultation with the service provider as per the Government rules and regulations issued time to time.

5. Integrity Pact

(a) Its intention is not to obtain the Provide, Supply and Install work of any Contract, right, interest, privilege, or other obligation or benefit from the KOFHA or any administrative or financial offices thereof or any other department under the control of the KOFHA through any corrupt practice(s).

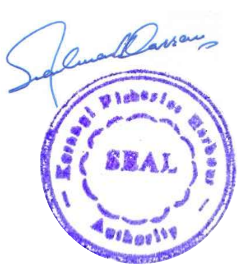
(b) Without limiting the generality of the forgoing the Bidder represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the KOFHA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the Provide, Supply and Install or service contract or order or other obligations whatsoever from the KOFHA, except that which has been expressly declared pursuant hereto.

(c) The Bidder accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the KOFHA under any law, contact, or other instruments, be stand void at the discretion of the KOFHA.

(d) Notwithstanding any right and remedies exercised by the KOFHA in this regard, Bidder agrees to indemnify the KOFHA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the KOFHA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide, Supply and Install and /work/service or other obligation or benefit in whatsoever from the KOFHA.

Note:

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



Annexure – D

FINANCIAL PROPOSAL

Bill of Quantities

Sr #	Categories	Est Qty*	Estimated Monthly Remuneration (Per Head)
A	**Guards**		
i	Armed Security Guards (Ex-Serviceman)	20	
B	**Supervisors**		
i	Security Supervisor (Ex from Pak Army, Navy or Air Force)	02	
ii	VIP Security (Ex from Pak Army, Navy or Air Force)	01	
C	**Searchers / Receptionist**		
i	Lady Searcher	01	
	Total Gross Amount including all taxes		

Terms & conditions

- The quoted price shall be inclusive of all wages, taxes, uniforms, shoes, caps, weapons, ammunition, statutory contributions, insurance, overheads, profit, and all associated risks and liabilities of the security personnel.
- The bidder shall provide a detailed monthly cost breakdown per security guard, clearly indicating basic wages, EOBI, Social Security, administrative charges, overheads, profit, and applicable taxes.
- The wages of security personnel shall not be less than the minimum wage notified by the Government of Pakistan and shall be revised accordingly whenever such rates are updated by the Government.
- The contractor shall comply with all applicable labour laws, EOBI, Social Security, taxation requirements, and other statutory obligations during the contract period.
- *Qty may vary as per need.

Annexure – E

RELATED SERVICES

A. Weapons & Equipment for Security staff (To be Provided by Security Agencies to Guards/supervisors etc):

Sr. #	Weapon / Equipment	To be carried by	Est. Qty	Remarks
1.	Magazine Shot Gun (12 bores) / SMG / AK 47 (Cal: 7.62)	Guards	**Total 10**	The weapon should be new/in good working condition with a license. Spare magazines should be provided with the weapon. Ammunition: Chinese or equivalent. Should not be expired
2.	Pistol (9 mm Made In China or equivalent)	Supervisor	**Total 02**	The weapon should be new / in good working condition with a license. The spare magazine should be provided with the weapon. Ammunition should not be expired
3.	Binocular	Supervisor	**Total 02**	Military precision.
4.	Base station Wireless with long range antenna	Main gate	**Total 01**	for enabling communications between handheld sets. *The wireless network consists of a base station which is fixed at KOFHA main gate. All handheld sets commonly known as walkie talkie can communicate with the base set. Base set is being operated by the security supervisor to communicate with the guards. Every guard is assigned a call sign for e.g *hello call sign 2 message over.*
5.	Handheld walkie-talkie wireless set	All guards		With hook to fix with a web belt.
6.	Torch (Rechargeable)	For all Night guards	**Total 10**	Waterproof and heavy-duty.
7.	Under vehicle mirror	For vehicle search	**Total 2**	
8.	Handheld metal detector	For detection	**Total 2**	Required for checking the visitors at places where walk through detector is not available

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9.	Sun Shield/ Umbrella		**As per need**	Required for guards performing duty under direct sunlight.
10.	Whistle (Fox 40)	All guards		Used by guards
11.	Megaphone	-	**Total: 01**	Addressing public gatherings at events.

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Annexure – F

TECHNICAL SPECIFICATIONS & OPERATIONAL REQUIREMENTS FOR PROVISION OF SECURITY SERVICES

B. Preferred Standards for Security Personnel:

a. Armed Security Guard (Ex-Servicemen):

i. Educational qualification minimum Matriculate.
ii. Ex Armed / Civil armed Forces of Pakistan.
iii. Field Experience should be a minimum of 5 years.
iv. Should be able to handle security situations/related matters.
v. Medically / physically fit with medical Category "A".
vi. Should be able to communicate in Urdu.
vii. Age should not be less than 23 years and not more than 50 years.
viii. Experience of serving in Port & harbor or similar place or Govt Organizations will be preferred.

b. Security Supervisor/VIP

i. Experience from the Armed Forces of Pakistan be a minimum of 10 years.
ii. Educational qualification minimum matriculate or above.
iii. Should be able to communicate in Urdu.
iv. Medically / physically fit with medical Category "A".
v. Preferably from fighting arms like Infantry or Navy Marines with clean conduct sheet.
vi. Age not more than 53 years.
vii. Experience of serving in Port & harbor or similar place or Govt Organztions will be preferred.
viii. Certifications in firefighting will be preferred.
ix. Should be able to communicate with law enforcement agencies.

c. Lady Searcher

i. Educated with minimum Intermediate qualification.
ii. Age between 25 to 45 years.
iii. Experience of 02 to 03 years working in a similar capacity in any large organization.
iv. Should be able to communicate in Urdu.
v. Should know public safety and security procedures/protocols.

C. Operational Requirements

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

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vi. The KOFHA reserves the right to remove any or all Security Staff / Guard(s) if found involved in any criminal/ undesired activity or create harassment or disturbance among staff and students etc.

vii. In case of complaint, the security Agency / Firm will be responsible for replacing/removing Security Guards/ Personnel at their own expense without delay. If the guard reports late by more than half an hour, a half-day salary will be deducted from the Agency / Firm amount.

viii. The security personnel / Guards must be of good health, physically fit sound mind and mature in judgment.

ix. Preference will be given to those guards who possess armed forces or law enforcement department background and have already served in educational institutions.

x. If any theft damage or loss occurred at the duty place of the Security Guard, the Agency / Firm will be responsible for making payment equivalent to the cost of the damaged item/ theft property etc.

xi. Security Agency / Firm allows KOFHA security to use their wireless frequency within KOFHA premises without charging an additional amount.

xii. The Security Agency / Firm would provide extra guards/Lady Searchers as and when required on the same terms and conditions/ rates (per day) as fixed in the contract agreement (equivalent to one-day duty).

xiv. Security Agency / Firm would provide serviceable weapons to their security gaurds.

xv. Periodical inspection of weapons/equipment is to be arranged/ensured by the Agency / Firm through a qualified technician. No faulty/defective weapon/ ammunition is to be given to the deployed security guard.

xvi. Agency / Firm to ensure regular day & night checks of deployed security guards at all locations by Agency / Firm checkers and deployment supervisor. Proper logbook to be maintained by the Agency / Firm at all locations of duty at KOFHA.

xvii. The Operation Manager of the Security Agency / Firm must visit KOFHA once in a month to discuss all issues related to the attendance, discipline, performance etc of Security Guards with respective campus Security Coordinators.

xviii. The agency / Firm would deploy a mixed cluster of people, they should not be of the same cast area or sect. Ethnic/ area proportion in the strength of deployed guards is to be ensured.

xix. In case of poor turnout, provision of untrained guards, faulty equipment, and weapons etc, KOFHA has the right to deduct the amount equivalent to one day's pay of guard for each observation from the monthly bill of the Agency / Firm.

xx. Guards will maintain their turnout, they will be properly dressed, and trim the moustaches and beards, not keep long hair, wear black shoes of proper pattern. The agency / Firm will issue new uniform items to their guards. The agency / Firm will be responsible for providing whistle (Fox 40), Rechargeable Torch (Waterproof and heavy-duty), raincoats/winter wear to the guards as required.

xxi. The Security Company hired under this contract will not be allowed to hire and /or depute supervisors /security guards or any personnel who have performed security or allied duties at the harbor with any security firm previously hired by this Authority.

xxii. Medically / physically fit, guards to be employed who can speak and write Urdu language and read the Urdu newspaper.

xxiii. Guards once provided should not be changed for at least stay for 3 months until & unless asked by the KOFHA to change him or in case of emergency / ill health when a substitute guard of identical qualifications is to be provided. Such instances are to be far and few.

D. Training of Security Staff

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

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

E. Guard Dress & Equipment's Requirement

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

F. Wireless Communication

i. The Security Company will establish a wireless communication network KOFHA using their obtained frequency from PTA.
ii. The Security Company will provide handheld sets to every guard on duty.
iii. The Security Company will arrange chargers, and spare batteries and will ensure that the wireless link is up 24/7.
iv. The Security Company will install a base station with a long-range antenna.

G. Guards Leave with Reliever

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

H. Guards Deployment Modus Operandi

i. Before posting a new guard, a brief profile should be emailed to the KOFHA security office and the guard to be present for the security manager's / security executive's interview. No guard will be posted to KOFHA without proper training by the Agency / Firm. The agency / Firm will issue a certificate with deployment orders to KOFHA that posted guards have been thoroughly screened properly trained and groomed by the security Agency / Firm.

ii. Guards/staff deployed at KOFHA should not have any blood relationship e.g. son, daughter, nephew, niece, father, or mother with KOFHA staff or their family / third party staff or their family.

iii. Duty will be divided into two shifts comprising 12 hours each. No short leave will be admissible to security Agency / Firm security staff/guards during the period of their deployment.

iv. The Security Guard will report for duty 15 minutes before the start of duty time, Guards coming late by 15 minutes, will be marked absent; the Agency / Firm will arrange a reliever within the next 30 minutes at their own expense. If the reliever does not arrive on location, KOFHA has the right to fine the Agency / Firm equivalent to one day's salary of the guard in addition to his actual one-day salary.

v. For swift deployment, the Agency / Firm would use its transport with the view to ensure that no location is left unattended.

vi. Security staff deployed in M.d secretariat & Jetty are required to be more mature, carefully chosen, preferably retired from the Armed Forces and should be in the middle age bracket, in the age bracket of 40 to 53 years.

vii. Guards to be directed during night duty not to remove their uniforms/ shoes and switch off the lights of the sentry post/ guardroom. Any guard found sleeping while on duty will be marked absent.

viii. Agency / Firm checker must check guards randomly, especially during the night and endorse his remarks in the guard duty checking register & KOFHA security office logbook.

ix. Agency / Firm will provide Torches with cell / rechargeable torches to night guards and whistles to all guards on their expenditure, guards those not carrying weapons to have Kotak / stick.

x. The service provider will also provide Ex-servcieman, Lady Guard / Searcher, Supervisor as per laid down qualifications.

xi. KOFHA may ask service providers to deploy their security guards anywhere in its premises or detail its guards with KOFHA Transport when KOFHA Officers are proceeding on any KOFHA activity/event in the premises of Karachi.

xii. That upon the termination of this agreement the service provider shall be permitted to remove all its devices and equipment which may have been placed by it at the premises from time to time.

I. Administrative Requirements

i. The agency / Firm would ensure that the guard will not engage/disturb KOFHA management for their personal or administrative issues; the Agency / Firm must pay their dues by the 5th of each month.

ii. The agency / Firm shall ensure to fill up the gaps or cover absentee, in normal circumstances.

J. Discipline of Security Staff & Guards

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

K. Life Insurance / Compliance of Government Labor Policies.

i. The security Agency / Firm shall affect and maintain during the period of this agreement a policy or policies of public liability insurance to cover its Guards / Security Staff for death on as per rules and Regulations of Government of Pakistan and indemnity/compensation for an amount of Rs. 250,000.00 (Rupees One hundred fifty thousand only) for any injury to person or damage to property due to negligence of security guard.
ii. Security Agency / Firm shall ensure compliance of all laws, rules & regulations in respect of labor matters and/or any other laws and labor laws which are applicable to the "Service Provider."
iii. No security staff / guards under 23 years of age shall be deployed at KOFHA.
iv. Only Pakistani national with valid CNIC. Medically / physically fit Security staff / Guards shall employ in KOFHA.
v. Security Personnel deputed at KOFHA by Service Provider must be insured by Employees Old Age Benefits (EOBI) under Rules 1976.
vi. EOBI registration card to be provided to every deployed guard at KOFHA within 45 days of signing of this contract.
vii. Security agency shall provide paid challan of EOBI & SESSI on every quarter, failure to provide the required document would lead to the penalty equivalent to 2% of monthly contract amount.
viii. Security Personnel deployed at KOFHA, by Service Provider must be registered by Sindh Employee's Social Security Institution.
ix. Security Personnel deployed at KOFHA, by Service Provider must be cleared / certified by APSSA and should hold a valid company ID Card.

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Annexure – G

Mandatory Requirements

7. Mandatory Requirements

Any firm failing to provide the required supporting documents/evidence in respect of the mandatory requirements shall not be considered for further Technical Evaluation. Therefore, all bidders are advised to attach complete documentary evidence substantiating their claims, including but not limited to registration certificates, experience certificates, financial statements, tax documents, performance certificates, and any other relevant supporting record as required under the bidding documents.

S. No	Description	Yes	No
1.1	Minimum 05 years of relevant experience in Government , semi Govt or Autonomous bodies or multinational organizations with no dissatisfactory performance (testimonial from the organization).		
1.2	Last 3 years' Avg annual turnover with a minimum rupees 30 million as per Audited Financial Statement and Annual Return.		
1.3	Registration certificates both FBR and SRB duly active status at the time of submission of bid.		
1.4	Have one running contracts (of at least 20 guards) in renowned organizations at the time of bidding.		
1.5	Detail of Qualification of Key Professionals with Designation and Experience		
1.6	Valid license to operate in Sindh Province		
1.7	NOC issued by Sindh Government		
1.8	Registration with SECP		
1.9	Registered with APSAA since last 3 years		
1.10	Registration with Social Security		

Note: Must provide supporting documentation for evaluation. KOFHA can verify any document submitted by the agency at any point in time. In case of non-validation of any document submitted during/ after the bidding process, KOFHA reserves the right to remove/reject the bidder.

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Annexure – H

Technical Evaluation Criteria

8. Technical Evaluation Criteria

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

A. **Details of weapons & equipment held by the Agency (Max: 12 Marks):** *(Attach documentary proof in the shape of a License/permit photocopy with the Firearm number visible)*

Sr. #	Description	Marks Distribution	Max Marks	Obtained
A.1	**Pistols/ (30 bore or 9 mm semi-automatic):** ○ 20 or more ○ Less than 20 ○ Nil	2 1 0	2	
A.2	**Magazine Shotguns (12 bore)** ○ 20 or more ○ Less than 20 ○ Nil	2 1 0	2	
A.3	**SMG (Chinese 56) or Russian AK47 (7.62 caliber)** ○ 25 or more ○ Less than 25 ○ Nil	2 1 0	2	
A.4	**Explosive Detector** ○ 5 or more ○ Less than 5 ○ Nil	2 1 0	2	
A.5	**Metal Detector** ○ 25 or more ○ Less than 25 ○ Nil	2 1 0	2	
A.6	**Walk Through gates** ○ 5 or more ○ Nil	1 0	1	
A.7	**Under Vehicle Scanner/ Mirror** ○ 10 or more ○ Less than 10	1 0	1	

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B. **Details of Communication / Control Mechanism (Max: 10 Marks):**
(Attach documentary proof in the shape of a license / permit photocopy with the serial number visible)

Sr #	Description	Marks Distribution	Max Marks	Obtained
B.1	**Wireless Frequency acquired by PTA under** License No: ______________ Renewed up to: _______________ (*(Provide details)*) ○ Valid ○ Required Renewal ○ Not Available	3 1 0	3	
B.2	**Agency / Firm operating its Control Room/ Quick Response Center** ○ Within 10 kms of KOFHA ○ Within 20 kms of KOFHA ○ Within 30 kms of KOFHA ○ Nil *(Provide details)*	3 2 1 0	3	
B.3	**Wireless set/ handheld communication devices available with the firm** ○ 20 or more ○ Less than 20 ○ NIL *(Provide details)*	2 1 0	2	
B.4	**Base Station equipment** • 5 or more ○ Less than 5 ○ Nil *(Provide details)*	2 1 0	2	

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

(Provide registration details)

Sr #	Description	Marks Distribution	Max Marks	Obtained
C.1	**Administrative vehicle:** ○ 10 or more ○ Less than 10 ○ Nil	3 2 0	3	
C.2	**Operational vehicles (fitted with wireless):** ○ 15 or more ○ Less than 15 ○ Nil	3 2 0	3	
C.3	**Special vehicle (bullet proof B6 or B8):** ○ 2 or more ○ Less than 2 ○ Nil	3 2 0	3	
C.4	**Motor Bikes:** ○ 25 or more ○ Less than 25 ○ Nil	3 1 0	3	

D. Training Facility (Max: 10 Marks):

Sr #	Description	Marks Distribution	Max Marks	Obtained
D.1	**Agency / Firm holding its training centre for grooming & training of security guards:** ○ Training center in Karachi ○ Training center outside Karachi but in Sindh province ○ Outside Sindh province *(Provide details)*	5 3 1	5	
D.2	**No: of guards trained by APSAA training school in 2024-2025 (attach certificate copy)** ○ Equal or More than 50 ○ 25 to 49 ○ Less than 25 ○ Nil	5 3 1 0	5	

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

Sr #	Province/Name/Location of organization where guards are deployed including contact number of Manager Security/Admin			
	Number of Guards Provided	**Marks**	**MAX Marks**	**Marks obtained**
E.1	**Sindh**		5	
	50 or More	5		
	25 to 49	3		
	Less than 25	1		
	NIL	0		
E.2	**Punjab**		1	
	10 or More	1		
	Less than 10	0		
E.3	**KPK**		1	
	10 or More	1		
	Less than 10	0		
E.4	**Baluchistan**		1	
	10 or More	1		
	Less than 10	0		
E.5	**Azad Kashmir**		1	
	10 or More	1		
	Less than 10	0		
E.6	**Gilgit Baltistan**		1	
	10 or More	1		
	Less than 10	0		
	Total Marks Obtained			

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

(Provide Document Evidence i.e CV, Experience Certificate and appointment letter etc)

Sr #	Description	Marks Distribution	Max Marks	Obtained
F.1	**Commissioned Officers from the armed forces** o Equal or more than 5 o Less than 5 o NIL	 3 2 0	3	
F.2	**JCOs (Naib Subedar/ subedar)** o Equal or More than 5 o Less than 5 o NIL	 3 2 0	3	
F.3	**NCOs (Naik/ Havaldar)** o Equal or More than 5 o Less than 5 o NIL	 3 2 0	3	
F.4	**Police & Rangers persons etc** o Equal or More than 5 o Less than 5 o NIL	 3 2 0	3	
F.5	**Civilians** o Equal or More than 5 o Less than 5	 1 0	1	
F.6	**SG Guards** Equal or More than 50 o Less than 50 o NIL	 3 1 0	3	

G. Experience of the Firm & ISO Certification (Max: 10 Marks):

S#	Description	Marks Distribution	Max Marks	Obtained
G.1	**1 Marks for every year in security service over 5 years.**	5 0	5	
G.2	**Is Agency / Firm standardization towards security services certified through ISO?** o Yes o No *(If yes, provide details)*	5 0	5	

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

S#	Description	Marks Distribution	Max Marks	Obtained
H.1	**Number of Organization** o 10 or more Organizations o Less than 10 Organizations o NIL *(Provide details/certificates)*	10 5 0	10	

	Name of National / Multinational Organization	Locations	No of Guards	From	To	Remarks / Nature of Security Service
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

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I. Details of Ports & Harbor where / Firm presently or previously provided Security Services:(Max: 10 Marks)

S#	Description	Marks Distribution	Max Marks	Obtained
I.1	**Number of Organization** o 4 or more Organizations o Less than 4 Organizations o No *(Provide details/certificates)*	10 5 0	10	

	Name of National / multinational Organization	Locations	No of Guards	From	To	Remarks / Nature of Security Service
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Stamp & Signature

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Keamari Fisheries Harbour Authority

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

M/s ____

Contact Person ______________________________________

Address ____

Tel # ______________________Fax ______________________

Mobile _____________________Email ____________________

____
Stamp & Signature

Annexure – I

General Condition of Contract

9. General Condition of Contract

THIS AGREEMENT is executed at KARACHI, on this day......................... , 2026

BETWEEN

M/s Korangi Fisheries Harbour Authority , Karachi through its Registrar, located at ………………………….., Karachi, hereinafter called and referred to as "KOFHA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s …………………, having its office at ………………… hereinafter referred to as "THE SERVICE PROVIDER" (which expression shall wherever the context, so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor ……………………………., holding CNIC No...............on the SECOND PART.

WITNESS

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

WHEREAS

"The KOFHA intends to obtain security services to protect its premises, property, personnel, students & residents, etc. whenever & wherever the security services (hereinafter the "Security Services") required wherever including at the specified locations of KOFHA. The identified location(s) can be withdrawn or might be added at the discretion of the KOFHA.

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

Article I
DUTIES & SCOPE OF AGREEMENT

1.1 "THE SERVICE PROVIDER" will provide security services as per KOFHA requirements at the following workplaces:

1. KOFHA Land

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

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1.3 THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the services in accordance with the LOI vide …………

1.4 "THE SERVICE PROVIDER" hereby agree to attend the meetings with the "KOFHA" as & when required.

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

1.6 Agreed rate will not be revised during the currency of the contract unless notified by Government of Pakistan.

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

1.8 KOFHA reserves the right to cancel any or all the items mentioned in different categories or may terminate any part of the BoQ or item independently if the required service standards are not met accordingly.

Article-II

Contract Period

The agreement will be for 12 months. The agreement may be extended for another term of two year or less thereof by mutual consent of both the parties i.e. vendor and vendee on same terms & conditions.

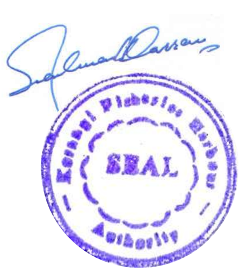
Article III

Bidding Procedure

Single stage Two envelope procedure under rule 36(b) of PPRA comprising one single envelope containing two separately sealed envelopes, one having Financial Bid / Proposal and other sealed envelope containing Technical Proposal. Financial proposals of only technically qualified bidders will be presented in the presence of participants at the given time.

Article IV Terms & Conditions

I. Security Company to **quote separate rates as per the categories mentioned in the document**.
II. 10% Security Deposit of the total cost of services (including SST) for 12 months will be deposited to the KOFHA within 28 days before signing of the agreement with KOFHA of the selected agency / firm.
III. Payment for rendered security services will be made to the security Agency / Firm on the completion of each month based on actual attendance/duties performed by security guards during the concerned month. The security Agency / Firm will submit services bill to Manager (Admin) KOFHA between 05th to 10th of each month for previous month. After scrutiny of bill by security officer, same will be forwarded to KOFHA Finance Office for payment.



Stamp & Signature

IV. All applicable tax (es) will be borne by the Service Provider. The firm should be registered with the Income Tax Department.
V. No sub-letting/ sub-contracting of services in any form is allowed.
VI. Stamp duty of 0.35% for Services against total value of Work will be levied accordingly.
VII. The Firm / Agency / Firm must provide Clearance/ Registration certificate from relevant authorities i.e. Provincial / Federal / Home Department and Interior Ministries, APSAA etc.
VIII. Breakdown of emoluments (Charging for one guard from KOFHA) must be given to KOFHA by Security Agency / Firm to ensure that guards are given declared amount of pay.
IX. Attendance register is a mandatory requirement to reflect attendance against each staff deputed at KOFHA.
X. Any additional manpower required over and above the quantity mentioned in scope of work will be charged at the same rate. Whenever required, THE SERVICE PROVIDER will interchange the manpower from existing trades mentioned in the "Category" as per the requirement of KOFHA.
XI. All Government taxes (including Income tax,s.s.t and stamp duties), levies and charges will be charged as per applicable rates / denomination.
XII. Salaries of the personnel provided to KOFHA will be paid by the service provider through direct bank transfer/account payee cheque by by 5th of each month positively. KOFHA reserves the right to **deduct 2.5% of the monthly bill as penalty** if security personnel are not paid by the 5th of each month.
XIII. The salary structure, emoluments paid to the Security Personnel contacted to KOFHA, should be consonant with prevalent Government policies.
XIV. KOFHA may hire/rental security equipment by / through the "Security Service Provider" & charges would be paid duly approved by the authority, on submission of quotation(s) / bill(s) / invoice(s).
XV. The Security Company / Firm will keep the Authority free of any liability for the cause of compensation/ legal course, if any employee of the Security Company claims in case of their Injury, death etc.
XVI. Any claims of injuries, loss of limb or life of labor and other workers engaged/employed by the Security Company for operations under this agreement or work connected directly or indirectly with the agreement shall be settled and paid by the Security Company. The Authority shall in no way be responsible for any compensation in this connection.

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Article V

<u>Indemnification</u>

i. The "Service Provider" shall indemnify and hold the KOFHA harmless from, against and in respect of any losses, costs, liabilities, or damages resulting from any misrepresentation, omission, breach of warranty that the "Security Service Provider" may have given in or under this Agreement, and also against any suit, action, proceeding or demand brought by any third party, including any governmental authority, in connection with this Agreement.

ii. Further, KOFHA shall not have any liability of any unauthorized act or omission by any of the Security Personnel and for the sake of brevity it is hereby acknowledged between the Parties that this Agreement shall not constitute any agency and/or partnership relationship between KOFHA and the Security Personnel/" Security Service Provider.

Article VI

<u>Arbitration</u>:

The parties expressly consent that in the event of arising a dispute as to the provisions of this Agreement, or any modification hereto, each party shall submit its respective interpretation to the other for consideration. However, in case of any controversy or claim arising out or relating to this Agreement or its breach, shall be resolved through arbitration under the Arbitration Act-1940 and Executive Director KOFHA, Karachi, shall have the right to act as arbitrator. His decision will be binding upon both the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article VII

<u>Termination:</u>

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

Article VIII

<u>Indemnity</u>:

"THE SERVICE PROVIDER" in its individual capacity shall indemnify and keep KOFHA and any person claiming through KOFHA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SERVICE PROVIDER", as a result of any defect in the title of KOFHA or any fault, neglect or omission by the "THE SERVICE PROVIDER" which disturbs or damage the reputation, quality or the standard of services provided by "KOFHA" and any person claiming through the KOFHA.

Article IX

<u>Notice:</u>

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

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Article X

Severability:

If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article XI

Renewal

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

ArticleXII

Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the company/firm/agency for Security Services. M/s ____________________, the Security Services hereby declares that:

(a) Its intention not to obtain the procurement work of any Contract, right, interest, privilege, or other obligation or benefit from the KOFHA or any administrative or financial offices thereof or any other department under the control of the KOFHA through any corrupt practice(s).

(b) Without limiting the generality of the forgoing the company/firm/agency represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the KOFHA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the KOFHA, except that which has been expressly declared pursuant hereto.

(c) The company/firm/agency/ accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the KOFHA under any law, contact, or other instrument, be stand void at the discretion of the KOFHA.

(d) Notwithstanding any right and remedies exercised by the KOFHA in this regard, company/firm/agency agrees to indemnify the KOFHA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the KOFHA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the KOFHA.

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Force Majure: XIII

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

ArticleXIV

Payment Terms:

1. Payment will made on monthly basis after receipt of Invoice and submission of attendance record and satisfactory service advice.
2. Payments by KOFHA shall be made subject to Withholding Tax and other Government levies, in accordance with law.
3. Any Changes in Minimum Wages by government of Pakistan will be adjusted accordingly in accordance with rules and regulations.

ArticleXV

Miscellaneous:

(a) Any addition & alteration(s) made in the contents as required which entail extra time & labor and material on part of the services, shall be charged separately/extra on 'Quantum Merit' basis before & on final services handed over to the "KOFHA". After FINAL WORKS if any alteration(s), arise charges will be paid on mutually agreed upon.

(b) Competent Authority reserves the right to change / alter / remove any item or reduce /

(c) enhance quantity without assigning any reason.

(d) The terms and conditions of the AGREEMENT have been read over to the parties which admit being correct and abide by the same.

(e) All terms & conditions mentioned in the bidding document will be an integral part of this agreement and can't be revoked.

(f) No amendment, modification, or waiver in respect of this Agreement will be effective unless in writing (such writing to include a facsimile transmission) and executed by each of the Party.

(g) This agreement is effective from_____________up to _____________

____

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Annexure – J

FORMS

BS-1

FORM OF BID SECURITY

Security Executed on ____
(*Date*)

Expiry on ____
(*Date*)

Name of Surety with Address: ____

____

Name of Principal (Bidder) with Address ____

____

Penal Sum of Security PKR______________________________(Pak Rupees ______________
____)

Bid Reference No. ____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at therequest of the said Principal (Bidder) we, the Surety above named, are held and firmly boundunto___ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Bidder has submitted the accompanying Bid dated______________________for ______________________________
______________________________(*Particulars of Bid*) to the said Employer; and

(1) WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under: that the Bid Security shall remain in force for a period fourteen (14) days beyond the Bid Validity date i.e., upto______________________________.

(2) that the Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder request for the return of its Bid Security, or on the expiry of original validity of Bid Security or as extended, whichever is earlier;

(3) that the Bid Security of the lowest three Bidders comprising the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security; and

(4) that in the event of failure of the successful Bidder to furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to IB.16 and IB.35 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise toremain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall decide, whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY
(Schedule Bank/Insurance Company)

WITNESS:

Signature ________________________

1. ________________________
____
Corporate Secretary (Seal)

Name ________________________
Title ________________________
Corporate Guarantor (Seal)

2. ________________________
____
Name, Title & Address

PS-1

FORM OF PERFORMANCE SECURITY

Guarantee No.______________________
Executed on ______________________
Expiry date ______________________

[Letter by the Guarantor to the Employer]

Name of Guarantor with address: ____

____

Name of Principal (Contractor) with address:____

____

Penal Sum of Security (*express in words and figures*) ____________________________________

____

Letter of Acceptance No.____________________________________Dated __________________

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the ____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for____

_______________________________ (*Name of Contract*) for the __________________________

____ (*Name of Project*).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause11, Defects After Taking Over, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We,____ (the Guarantor), waiving all objections and defense under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall decide, whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SEAL

Guarantor
(Schedule Bank/ Insurance Company)

WITNESS: Signature ________________________

1. ______________________________ Name ____________________________

______________________________ Title ______________________________

Corporate Secretary (Seal) Corporate Guarantor (Seal)

2. ______________________________

____
Name, Title & Address