

# **REQUEST FOR PROPOSAL (RFP)**

## **Procurement of Security Services**

**(Single Stage One Envelop Procedure)**

**(National Competitive Bidding)**

**Public Procurement Regulatory Authority**

**Pakistan**

**March, 2024**

### **PREFACE**

Public Procurement in Pakistan is carried out in accordance with the provisions laid down in Public Procurement Regulatory Framework consisting of Public Procurement Ordinance-2002; Public Procurement Rules-2004 and allied Regulations, Regulatory Guides, and Guidelines.

The RFP document consists of general as well as specific provisions to be applicable for the procurement of Security Services for the Public Procurement Regulatory Authority Office. The specific provisions supplement the general provisions.

# RFP Documents for Procurement of Security Services

## PART-A – BIDDING PROCEDURE & REQUIREMENTS

### Section I - Invitation to Proposals

### Section II- Instructions to Service Providers (ITSP)

This Section provides information to help Service providers prepare their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contracts. *This Section contains provisions that are to be used without modifications.*

### Section III- Proposal Data Sheet (PDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Service providers (ITSP). This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

### Section IV - Eligible Countries

This Section contains information regarding eligible countries.

### Section V - Evaluation Criteria, Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the security services to be procured and the schedule of requirements.

### Section VI - Standard Forms

This Section includes the standard forms for the Proposal Submission, Price Schedules, and Proposal Security etc. These forms are to be completed and submitted by the Service provider as part of its Proposal.

## PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

### Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions that are to be used without modifications.*

### Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

### Section IX - Contract Forms

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

**Integrity Pact**

**The successful service provider shall be required to furnish Integrity Pact as per the attached format.**

# SECTION I: INVITATION TO PROPOSALS

PUBLIC PROCUREMENT REGULATORY AUTHORITY

PAKISTAN

Procurement Notice (PN)

No. PPRA/HR/Security/e-Procur./2023/01

## PROCUREMENT OF SECURITY SERVICES

1. The Public Procurement Regulatory Authority has reserved Funds for the procurement planned for FY 2023-24. The Authority intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "Procurement of the Security Services.
2. The Public Procurement Regulatory Authority invites sealed proposals from eligible Service Providers for provision of Security Services for PPRA Office.
3. Single Stage One Envelop Bidding Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting Least Cost Basis Selection (LCBS) Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time).
4. All Proposals must be accompanied by a Bid Security amounting to PKR [85000]/- in the shape of Cheque / Bank Draft and pay order.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on E-Pak Acquisition & Disposal System (EPADS) at ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)) for all the interested bidders registered on EPADS. Bidders are required to get themselves registered on EPADS to participate in bidding process.
6. The e-bids, prepared in accordance with the instructions in the e-bidding documents, must be submitted through EPADS on or before ([11:00], [18-04-2024]). E-bids will be opened by using EPADS on the same day at (mention bid opening time at least 30 minutes after bid closing time).
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 Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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## SECTION II: INSTRUCTION TO SERVICE PROVIDERS (ITSP)

### A. Introduction

1. <b>Scope of Proposal</b>	1.1	The Procuring Agency (PA), as indicated in the <b>Proposal Data Sheet (PDS)</b> invites Proposal for the provision of Security Services for PPRA Office as specified in the PDS and in <b>Section V – Evaluation Criteria, Specifications &amp; Schedule of Requirements</b> . The name, identification, and number of items/deliverables are provided in the PDS. Single Stage One Envelope procedure of the open competitive method shall be used. The successful Service providers will be expected to provide the services within the specified period and timeline(s) as stated in the <b>PDS</b> .
2. <b>Source of Funds</b>	2.1	Source of funds is referred in Clause-2 of Invitation for Proposals.
3. <b>Eligible Service providers</b>	1.	<p>A Service provider may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the PDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.</p> <p><i>(The limit on the number of members of JV or Consortium or Association may be prescribed in PDS, in accordance with the guidelines issued by the PPRA).</i></p>
	2.	The invitation for proposal is open to all prospective service providers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.	<p>A Service Provider shall not have a conflict of interest. All Service providers found to have a conflict of interest shall be disqualified. A Service Provider may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> <li>a. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Services to be purchased under this Invitation for Proposal.</li> <li>b. have controlling shareholders in common; or</li> <li>c. receive or have received any direct or indirect subsidy from any of them; or</li> <li>d. have the same legal representative for purposes of this Proposal; or</li> <li>e. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Proposal of another Service provider, or influence the decisions of the Procuring Agency regarding this Bidding process; or</li> <li>f. Submit more than one Proposal in this Bidding process.</li> </ul>
	4.	<p>A Service Provider may be ineligible if –</p> <ul style="list-style-type: none"> <li>a. he is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>b. payments in favor of the Service Provider is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</li> <li>c. legal proceedings are instituted against such Service Provider involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</li> <li>d. the Service Provider is convicted, by a final judgment, of any offence involving professional conduct;</li> <li>e. the Service Provider is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of proposal securing declaration.</li> <li>f. The firm, service provider and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</li> </ul>
	5.	Service Provider shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	6.	Service Provider shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	7.	Service Provider shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Proposal price is envisaged.
4. <b>One Proposal per Service provider</b>	4.1	A Service Provider shall submit only one Proposal, in the same bidding process, either individually as a Service Provider or as a member in a joint venture or any similar arrangement.
	2.	No Service Provider can be a sub-contractor while submitting a proposal individually or as a member of a joint venture in the same Bidding process.

	4.3	A person or a firm cannot be a sub-contractor with more than one Service Provider in the same bidding process.
5. <b>Cost of Bidding</b>	5.1	The Service provider shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### B. RFP Documents

6. <b>Contents of Request for Proposal Document</b>	6.1	<p>The Services required, bidding procedures, and terms and conditions of the contract are prescribed in the RFP Documents. In addition to the Invitation for Proposal, the RFP documents which should be read in conjunction with any addenda issued in accordance with <b>ITSP 8.1</b> include:</p> <p><b>Section I</b> -Invitation to Proposals</p> <p><b>Section II</b> Instructions to Service Providers (ITSP)</p> <p><b>Section III</b> Proposal Data Sheet (PDS)</p> <p><b>Section IV</b> Eligible Countries</p> <p><b>Section V</b> Evaluation Criteria, Specifications, Schedule of Requirements  <span style="float: right;">Technical</span>  Specifications &amp; Schedule of Requirements.</p> <p><b>Section VI</b> Proposal Forms</p> <p><b>Section VII</b> General Conditions of Contract (GCC)</p> <p><b>Section VIII</b> Special Conditions of Contract (SCC)</p> <p><b>Section IX</b> Contract Forms</p>
	6.2	The number of copies to be completed and returned with the Proposal is specified in the <b>PDS</b> .
	6.3	The Procuring Agency is not responsible for the completeness of the RFP documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the service provider for filling the forms.
	6.4	The Service provider is expected to examine all instructions, forms, terms and specifications in the RFP documents. Failure to furnish all the information required in the RFP documents will be at the Service provider's risk and may result in the rejection of his Proposal.
7. <b>Clarification of RFP documents</b>	7.1	A prospective Service provider requiring any clarification of the RFP documents may notify the Procuring Agency in writing or in electronic form that provides a record of the content of communication at the Procuring Agency's address indicated in the <b>PDS</b> .
	7.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in the electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Proposals as prescribed in <b>ITSP 22.1</b> . However, this clause shall not apply in the case of alternate methods of Procurement.
	7.3	<p>Copies of the Procuring Agency's response will be forwarded to all identified Prospective Service providers through an identified source of communication, including a description of the inquiry, but without identifying its source.</p> <p>In case of downloading of the RFP document from the website of PA, the response of all such queries will also be available on the same link available at the website.</p>
	7.4	Should the Procuring Agency deem it necessary to amend the RFP document as a result of a clarification, it shall do so following the procedure under <b>ITSP 8</b> .
	7.5	If indicated in the <b>PDS</b> , the Service provider's designated representative is invited at the Service provider's cost to attend a pre-proposal meeting at the place, date and time mentioned in the <b>PDS</b> . During this pre-proposal meeting, prospective Service providers may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the RFP document.
	7.6	Minutes of the pre-Proposal meeting, if applicable, including the text of the questions asked by Service providers, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Service providers who have obtained the RFP documents. Any modification to the RFP documents that may become necessary as a result of the pre-proposal meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to <b>ITSP 8</b> Non-attendance at the pre-Proposal meeting will not be a cause for disqualification of a Service provider.
8. <b>Amendment of RFP documents</b>	8.1	Before the deadline for submission of Proposals, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Service provider or pre-proposal meeting may modify the RFP documents by issuing addenda.

	8.2	<p>Any addendum issued including the notice of any extension of the deadline shall be part of the RFP documents pursuant to <b>ITSP 6.1</b> and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the service providers who have obtained the RFP documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the PDS:</p> <p>Provided that the service provider who had either already submitted their proposal or handed over the proposal to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed proposal and submit the revised proposal prior to the original or extended proposal submission deadline.</p>
	8.3	<p>To give prospective Service providers reasonable time in which to take an addendum/corrigendum into account in preparing their Proposals, the Procuring Agency may, at its discretion, extend the deadline for the submission of Proposals:</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Proposal, if such an addendum is issued within last three (03) days of the Proposal submission deadline.</p>

### C. Preparation of Proposals

9. <b>Language of Proposal</b>	9.1	The Proposal prepared by the Service provider, as well as all correspondence and documents relating to the Proposal exchanged by the Service provider and the Procuring Agency shall be written in the English language unless otherwise specified in the PDS. Supporting documents and printed literature furnished by the Service provider may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the <b>PDS</b> , in which case, for purposes of interpretation of the Service provider, the translation shall govern.
10. <b>Documents Constituting the Proposal</b>	10.1	<p>The Proposal prepared by the Service provider shall constitute the following components: -</p> <ol style="list-style-type: none"> <li>a. Form of Proposal and Proposal Prices completed in accordance with <b>ITSP 13 and 14</b>;</li> <li>b. Details of the Sample(s) where applicable and requested in the <b>PDS</b>.</li> <li>c. Documentary evidence established in accordance with <b>ITSP 11</b> that services to be provided by the Service provider are eligible services, and conform to the RFP documents;</li> <li>d. Documentary evidence established in accordance with <b>ITSP 12</b> that the Service provider is eligible and/or qualified for the subject bidding process;</li> <li>e. Documentary evidence established in accordance with <b>ITSP 12.3(b)</b> that the Service provider has been authorized to provide the services in Pakistan;</li> <li>f. Proposal security or Proposal Securing Declaration furnished in accordance with <b>ITSP 17</b>;</li> <li>g. Duly Notarized Power of Attorney authorizing the signatory of the Service provider to submit the proposal; and</li> <li>h. Any other document required in the <b>PDS</b>.</li> </ol>
11. <b>Documents Establishing Eligibility of the Services and Conformity to RFP documents</b>	11.1	To establish the conformity of the Non-Consulting Services to the RFP document, the Service provider shall furnish as part of its Proposal the documentary evidence that Services provided conform to the technical specifications and standards.
	11.2	Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Service provider may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified the Section VII, Employer's Requirements.
	11.3	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
12. <b>Documents Establishing Eligibility and Qualification of the Service provider</b>	12.1	Pursuant to <b>ITSP 10</b> , the Service provider shall furnish, as part of its Proposal, all those documents establishing the Service provider's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Proposal is accepted.

	12.2	The documentary evidence of the Service provider's eligibility to Proposal shall establish to the satisfaction of the Procuring Agency that the Service provider, at the time of submission of its proposal, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	12.3	The documentary evidence of the Service provider's qualifications to perform the contract if its Proposal is accepted shall establish to the satisfaction of Procuring Agency that: <ul style="list-style-type: none"> <li>a. the Service provider has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in <b>PDS</b>.</li> <li>b. in the case of a Service provider not doing business within Pakistan, the Service provider is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Service provider's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</li> <li>c. that the Service provider meets the qualification criteria listed in the Proposal Data Sheet.</li> </ul>
13. <b>Form of Proposal</b>	13.1	The Service provider shall fill the Form of Proposal furnished in the RFP documents. The Proposal Form must be completed without any alterations to its format and no substitute shall be accepted.
14. <b>Proposal Prices</b>	14.1	The Proposal Prices quoted by the Service provider in the Form of Proposal and in the Price Schedules shall conform to the requirements specified below in ITSP Clause 14 or exclusively mentioned hereafter in the RFP documents.
	14.2	All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.
	14.3	Items not listed in the Price Schedule shall be assumed not to be included in the Proposal, and provided that the Proposal is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive service provider(s) shall be construed to be the price of those missing item(s): <p>Provided that:</p> <ul style="list-style-type: none"> <li>a. where there is only one (substantially) responsive service provider, or</li> <li>b. where there is provision for alternate proposals and the respective items are not listed in the other proposals,</li> </ul> <p>the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	14.4	The Proposal price to be quoted in the Form of Proposal in accordance with <b>ITSP 13.1</b> shall be the total price of the Proposal, excluding any discounts offered.
	14.5	The Service provider shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Proposal price of the services it proposes to provide under the contract.
	14.6	Prices quoted by the Service provider shall be fixed during the Service provider's performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to <b>ITSP 28</b> .
	14.7	If so indicated in the Invitation to Proposals and Instructions to Service providers, that Proposals are being invited for individual contracts (Lots) or for any combination of contracts (packages), Service providers wishing to offer any price reduction for the award of more than one contract shall specify in their Proposal the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
15. <b>Proposal Currencies</b>	15.1	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the PDS.
16. <b>Proposal Validity Period</b>	16.1	Proposals shall remain valid for the period specified in the <b>PDS</b> after the Proposal submission deadline prescribed by the Procuring Agency. A Proposal valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Proposal validity will be determined from the complementary proposal securing instrument i.e. the expiry period of Proposal Security or Proposal Securing Declaration as the case may be.
	16.2	Under exceptional circumstances, prior to the expiration of the initial Proposal/Bid validity period, the Procuring Agency may request the Service providers' consent to an extension of the period of validity of their Proposal/Bid only once, for the period not more than the period of initial proposal/bid validity. The request and the Service Providers responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under <b>ITSP 17</b> shall also be suitably extended. A Service provider may refuse the request without forfeiting its Proposal security or causing to be executed its Proposal Securing Declaration. A Service provider agreeing to the request will not be required nor permitted to modify its Proposal, but will be required to extend the validity of its Proposal/Bid Security or Proposal/Bid Securing Declaration for the period of the extension, and in compliance with <b>ITSP 17</b> in all respects.
17. <b>Proposal/Bid Security or Proposal/Bid Securing Declaration</b>	17.1	Pursuant to <b>ITSP 10</b> unless otherwise specified in the <b>PDS</b> , the Service provider shall furnish as part of its Proposal, a Proposal/Bid Security in form of a fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the <b>PDS</b> or Proposal Securing Declaration as specified in the <b>PDS</b> in the format provided in <b>Section VI (Standard Forms)</b> .
	17.2	The Proposal/Bid Security or Proposal/Bid Securing Declaration is required to protect the Procuring Agency against the risk of Service provider's conduct which would warrant the security's forfeiture, pursuant to <b>ITSP 17.9</b> .

	17.3	The Proposal/Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Proposal. This shall also apply if the period for Proposal/Bid Validity is extended. In either case, the form must include the complete name of the Service provider.
	17.4	The Proposal/Bid Security or Proposal/Bid Securing Declaration shall be in accordance with the Form of the Proposal/Bid Security or Proposal Securing Declaration included in <b>Section VI (Standard Forms)</b> or another form approved by the Procuring Agency prior to the Proposal submission.
	17.5	The Proposal/Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in <b>ITSP 17.9</b> are invoked.
	17.6	Any Proposal not accompanied by a Proposal/Bid Security or Proposal Securing Declaration in accordance with <b>ITSP 17.1</b> or <b>17.3</b> shall be rejected by the Procuring Agency as non-responsive, pursuant to <b>ITSP 28</b> .
	17.7	<p>Unsuccessful Service providers' Proposal/Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Proposal Validity prescribed by the Procuring Agency pursuant to <b>ITSP 16</b>. The Procuring Agency shall make no claim to the amount of the Proposal Security, and shall promptly return the Proposal Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> <li>a. the expiry of the Proposal/Bid Security;</li> <li>b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Proposal documents;</li> <li>c. the rejection by the Procuring Agency of all Proposals;</li> <li>d. the withdrawal of the Proposal prior to the deadline for the submission of Proposals, unless the Proposal documents stipulate that no such withdrawal is permitted.</li> </ul>
	17.8	The successful Service provider's Proposal Security will be discharged upon the Service provider signing the contract pursuant to <b>ITSP 41</b> , or furnishing the Performance Guarantee, pursuant to <b>ITSP 42</b> .
	17.9	<p>The Proposal/Bid Security may be forfeited or the Proposal Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>a. if a Service provider: <ul style="list-style-type: none"> <li>i. withdraws its Proposal during the period of Proposal Validity as specified by the Procuring Agency, and referred by the service provider on the Form of Proposal except as provided for in <b>ITSP 16.2</b>; or</li> <li>ii. does not accept the correction of errors pursuant to <b>ITSP 30.3</b>; or</li> </ul> </li> <li>b. in the case of a successful Service provider, if the Service provider fails: <ul style="list-style-type: none"> <li>i. to sign the contract in accordance with <b>ITSP 41</b>; or</li> <li>ii. to furnish Performance Guarantee in accordance with <b>ITSP 42</b>.</li> </ul> </li> </ul>
	17.10	The proposal security shall be valid for a period specified in PDS. Proposals with shorter Proposal/Bid security validity period shall be rejected straight away.
<b>18. Alternative Proposals by Service providers</b>	18.1	Service providers shall submit offers that comply with the requirements of the RFP documents, including the basic Service provider's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the <b>PDS</b> . If so allowed, <b>ITSP 19.2</b> shall prevail.
<b>19. Withdrawal, Substitution, and Modification of Proposals</b>	19.1	Before proposal submission deadline, any service provider may withdraw, substitute, or modify its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	19.2	Proposals requested to be withdrawn in accordance with <b>ITSP 19.1</b> shall be returned unopened to the Service providers.

20. <b>Format and Signing of Proposal</b>	20.1	The Service provider shall prepare an original and the number of copies of the Proposal as indicated in the <b>PDS</b> , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail:
	20.2	The original and the copy or copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Service provider or a person or persons duly authorized to sign on behalf of the Service provider. This authorization shall consist of a written confirmation as specified in the <b>PDS</b> and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the Proposal.
	20.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Service provider.

#### D. Submission of Proposals

21. <b>Sealing and Marking of Proposals</b>	21.1	The Technical and Financial envelopes to be enclosed together in an outer single envelope called the Proposal. Each Service provider shall submit its proposal as under: <ul style="list-style-type: none"> <li>a. Service provider shall submit its TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in a single outer envelope.</li> <li>b. ORIGINAL and each copy of the Proposal shall be separately sealed and put in separate envelopes and marked as such.</li> <li>c. The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.</li> </ul>
	21.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> <li>a. be addressed to the Procuring Agency at the address provided in the Proposal Data;</li> <li>b. bear the name and identification number of the contract as defined in the PDS; and provide a warning not to open before the time and date for proposal opening, as specified in the Proposal Data pursuant to <b>ITSP 25.1</b>.</li> <li>c. In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the service provider to enable the proposal to be returned unopened in case it is declared "late" pursuant to Clause ITSP.23</li> </ul>
	21.3	If all envelopes are not sealed and marked as required by <b>ITSP 21.2</b> and <b>ITSP 21.2</b> or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Proposal.
22. <b>Deadline for Submission of Proposals</b>	22.1	Proposals shall be received by the Procuring Agency through online as well as hard form no later than the date and time specified in the <b>PDS</b> .
	22.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Proposals by amending the RFP documents in accordance with <b>ITSP 8</b> , in which case all rights and obligations of the Procuring Agency and Service providers previously subject to the deadline will thereafter be subject to the new deadline.
23. <b>Late Proposals</b>	23.1	The Procuring Agency shall not consider for evaluation any Proposal that arrives after the deadline for submission of Proposals, in accordance with <b>ITSP 22</b> .
	23.2	Any Proposal received by the Procuring Agency after the deadline for submission of Proposals shall be declared late, recorded, rejected and returned unopened to the Service provider.
24. <b>Withdrawal of Proposals</b>	24.1	A Service provider may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposals.

#### E. Opening and Evaluation of Proposals

25. <b>Opening of Proposals</b>	25.1	The Procuring Agency will open all Proposals online and in public, in the presence of Service providers' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the <b>PDS</b> . The Service providers' representatives present shall sign a register as proof of their attendance.
	25.2	The Procuring Agency will open the Proposals in public at the address, date and time specified in the <b>PDS</b> in the presence of Service Providers' designated representatives who choose to attend and other parties with a legitimate interest in the Proposal proceedings.
	25.3	The envelopes holding the Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Service provider; (b) whether there is a modification or substitution; (c) the presence of a bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	25.4	No Proposal will be rejected at the time of Proposal opening except for late Proposals which will be returned unopened to the Service provider, pursuant to <b>ITSP 23</b> .
	25.5	The Procuring Agency shall prepare minutes of the Proposal opening. The record of the Proposal opening shall include, as a minimum: the name of the Service provider and whether or not there is a withdrawal, substitution or modification, the Proposal price if applicable, including any discounts and alternative offers and the presence or absence of a Proposal Security or Proposal Securing Declaration.

	25.6	The Service providers' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Service provider's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Service providers.
	25.7	A copy of the minutes of the Proposal opening shall be furnished to individual Service providers upon request.
26. <b>Confidentiality</b>	26.1	Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendation of contract award shall not be disclosed to Service providers or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	26.2	Any effort by a Service provider to influence the Procuring Agency processing of Proposals or award decisions may result in the rejection of its Proposal.
27. <b>Clarification of Proposals</b>	27.1	To assist in the examination, evaluation and comparison of Proposals of the Service providers, the Procuring Agency may, ask any Service provider for a clarification of its Proposal including breakdown of prices. Any clarification submitted by a Service provider that is not in response to a request by the Procuring Agency shall not be considered.
	27.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Proposal shall be sought, offered, or permitted.
	27.3	The alteration or modification in the PROPOSAL which in any way affect the following parameters will be considered as a change in the substance of a proposal: <ul style="list-style-type: none"> <li>a. evaluation &amp; qualification criteria;</li> <li>b. required scope of work or specifications;</li> <li>c. all securities requirements;</li> <li>d. tax requirements;</li> <li>e. terms and conditions of RFP documents.</li> <li>f. change in the ranking of the service provider</li> </ul>
	27.4	From the time of Proposal opening to the time of Contract award if any Service provider wishes to contact the Procuring Agency on any matter related to the Proposal it should do so in writing or in electronic forms that provide record of the content of communication.
28. <b>Preliminary Examination of Proposals</b>	28.1	Prior to the detailed evaluation of Proposals, the Procuring Agency will determine whether each Proposal: <ul style="list-style-type: none"> <li>a. meets the eligibility criteria defined in <b>ITSP 3</b>;</li> <li>b. has been prepared as per the format and contents defined by the Procuring Agency in the RFP documents;</li> <li>c. has been properly signed;</li> <li>d. is accompanied by the required securities; and</li> <li>e. is substantially responsive to the requirements of the RFP documents.</li> </ul> <p>The Procuring Agency's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.</p>
	28.2	A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the RFP documents, without material deviation or reservation. A material deviation or reservation is one that: - <ul style="list-style-type: none"> <li>a. affects in any substantial way the scope, quality, or performance of the Services;</li> <li>b. limits in any substantial way, inconsistent with the RFP documents, the Procuring Agency's rights or the Service providers obligations under the Contract; or</li> <li>c. if rectified, would affect unfairly the competitive position of other Service providers presenting substantially responsive Proposals.</li> </ul>
	28.3	The Procuring Agency will confirm that the documents and information specified under <b>ITSP 10, 11 and 12</b> have been provided in the Proposal. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Service providers, the Proposal shall be rejected.
	28.4	If a Proposal is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
29. <b>Examination of Terms and Conditions; Technical Evaluation</b>	29.1	The Procuring Agency shall examine the Proposal to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> have been accepted by the Service provider without any material deviation or reservation.
	29.2	The Procuring Agency shall evaluate the technical aspects of the Proposal submitted in accordance with <b>ITSP 21</b> , to confirm that all requirements specified in <b>Section V – Schedule of Requirements, Technical Specifications</b> of the RFP documents have been met without material deviation or reservation.
	29.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Proposal is not substantially responsive in accordance with <b>ITSP 28</b> , it shall reject the Proposal.

30. <b>Correction of Errors</b>	30.1	<p>Proposals determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ol style="list-style-type: none"> <li>a. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</li> <li>b. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</li> <li>c. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>d. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Proposal, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</li> </ol>
	30.2	<p>The amount stated in the Proposal will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Service provider, shall be considered as binding upon the Service provider. If the Service provider does not accept the corrected amount, its Proposal will then be rejected, and the Proposal/Bid Security may be forfeited or the Proposal Securing Declaration may be executed in accordance with <b>ITSP 17.9</b>.</p>
31. <b>Conversion to Single Currency</b>	31.1	<p>To facilitate evaluation and comparison, the Procuring Agency will convert all Proposal prices expressed in the amounts in various currencies in which the Proposal prices are payable. For the purposes of comparison of proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) proposals specified in the RFP documents, as notified by the State Bank of Pakistan on that day.</p>
32. <b>Evaluation of Proposals</b>	32.1	<p>The Procuring Agency shall evaluate and compare only the Proposals determined to be substantially responsive, pursuant to <b>ITSP 28</b>.</p>
	32.2	<p>In evaluating the Technical Proposal of each Proposal, the Procuring Agency shall use the criteria and methodologies listed in the PDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.</p>
33. <b>Domestic Preference</b>	33.1	<p>Not Applicable in case of Services.</p>
34. <b>Determination of Most Advantageous Proposal</b>	34.1	<p>Least Cost Based Selection Technique will be adopted for determining the most advantageous proposal in accordance with the criteria referred in the PDS or prescribed in the separate section titled as Evaluation Criteria.</p>



<p>35. <b>Abnormally Low Financial Proposal</b></p>	<p>35.1</p>	<p>Where the Proposal price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Proposal or as a part of the post-qualification process. The following process shall apply:</p> <ol style="list-style-type: none"> <li>a. The Procuring Agency may reject a Proposal if the Procuring Agency has determined that the price in combination with other constituent elements of the Proposal is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Service provider to perform that contract;</li> <li>b. Before rejecting an abnormally low Proposal the Procuring Agency shall request the Service provider an explanation of the Proposal or of those parts which it considers contribute to the Proposal being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Proposal or parts of the Proposal being abnormally low;</li> <li>c. The decision of the Procuring Agency to reject a Proposal and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Service provider concerned;</li> <li>d. The Procuring Agency shall not incur any liability solely by rejecting abnormally Proposal; and</li> <li>e. An abnormally low Proposal means, in the light of the Procuring Agency's estimate and of all the Proposals submitted, the Proposal appears to be abnormally low by not providing a margin for normal levels of profit.</li> </ol> <p>In order to identify the Abnormally Low Proposal (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ol style="list-style-type: none"> <li>i. Comparing the proposal price with the cost estimate;</li> <li>ii. Comparing the proposal price with the proposals offered by other service providers submitting substantially responsive proposals; and</li> <li>iii. Comparing the proposal price with prices paid in similar contracts in the recent past either government- or development partner-funded.</li> </ol>
	<p>35.2</p>	<p>The Procuring Agency will determine to its satisfaction whether the Service provider that is selected as having submitted the most advantageous Proposal is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITSP 12.3.</p>
	<p>35.3</p>	<p>The determination will take into account the Service provider's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Service provider's qualifications submitted by the Service provider, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these RFP documents shall not be used in the evaluation of the Service providers' qualifications.</p>
	<p>35.4</p>	<p>Procuring Agency may seek "Certificate for Independent Price Determination" from the Service provider and the results of reference checks may be used in determining an award of contract.</p> <p>Explanation: The Certificate shall be furnished by the service provider. The service provider shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</p>
	<p>35.5</p>	<p>An affirmative determination will be a prerequisite for award of the contract to the Service provider. A negative determination will result in rejection of the Service provider's Proposal, in which event the Procuring Agency will proceed to the next ranked service provider to make a similar determination of that Service provider's capabilities to perform satisfactorily.</p>

**F. Award of Contract**

36. <b>Criteria of Award</b>	36.1	Subject to ITSP 37, the Procuring Agency will award the Contract to the Service provider whose Proposal has been determined to be substantially responsive to the RFP documents and who has been declared as Most Advantageous Service provider, provided that such Service provider has been determined to be:  a. eligible in accordance with the provisions of ITSP 3; b. is determined to be qualified to perform the Contract satisfactorily; and c. Successful negotiations have been concluded, if any.	
37. <b>Negotiations</b>	37.1	Negotiations may be undertaken with the Most Advantageous Proposal relating to the following areas:  a. a minor alteration to the technical details of the statement of requirements; b. reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Proposal documents; c. a minor amendment to the special conditions of Contract; d. finalizing payment arrangements; e. delivery arrangements; f. the methodology for provision of related services; or g. clarifying details that were not apparent or could not be finalized at the time of Bidding;	
	37.2	Where negotiation fails to result in an agreement, the Procuring Agency may invite the next ranked Service provider for negotiations. Where negotiations are commenced with the next ranked Service provider, the Procuring Agency shall not reopen earlier negotiations.	
38. <b>Procuring Agency's Right to reject All Proposals</b>	38.1	Notwithstanding <b>ITSP 36</b> the Procuring Agency reserves the right to reject all the proposals and to annul the procurement process at any time prior to acceptance of the proposal(s), without thereby incurring any liability to the affected Service provider or Service providers.	
	38.2	Notice of the rejection of all Proposals shall be given promptly to all Service providers that have submitted Proposals.	
	38.3	The Procuring Agency shall upon request communicate to any Service provider the grounds for its rejection of its Proposals, but is not required to justify those grounds.	
39. <b>Procuring Agency's Right to Vary Quantities at the Time of Award</b>	39.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the requirement of related services originally specified in these RFP documents (schedule of requirements) provided this does not exceed by the percentage indicated in the PDS, without any change in unit price or other terms and conditions of the Proposal and RFP documents.	
40. <b>Notification of Award</b>	40.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the proposals.	
	40.2	Where no complaints have been lodged, the Service provider whose Proposal has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Proposal/Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Service provider in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).	
	40.3	The notification of award will constitute the formation of the Contract, subject to the Service provider furnishing the Performance Guarantee in accordance with <b>ITSP 42</b> and signing of the contract in accordance with <b>ITSP 41.2</b> .	
	40.4	Upon the successful Service provider's furnishing of the Performance Guarantee pursuant to <b>ITSP 42</b> , the Procuring Agency will promptly notify each unsuccessful Service provider, the name of the successful Service provider and the Contract amount and will discharge the Proposal/Bid Security or Proposal/Bid Securing Declaration of the Service providers pursuant to <b>ITSP 17.7</b> .	
41. <b>Signing of Contract</b>	41.1	Promptly after notification of award, Procuring Agency shall send the successful Service provider the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.	
	41.2	Immediately after the Redressal of grievance by the GRC (if any), and <b>after fulfillment of all conditions precedent</b> of the Contract Form, the successful Service provider and the Procuring Agency shall sign the contract.	
42. <b>Performance Guarantee</b>	42.1	After the receipt of the Letter of Acceptance, the successful Service provider, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the <b>PDS and SCC</b> denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.	
	42.2	If the Performance Guarantee is provided by the successful Service provider and it shall be in the form specified in the <b>PDS</b> .	
	42.3	Failure of the successful Service provider to comply with the requirement of <b>ITSP 42.1</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next ranked Service provider or call for new Proposals.	
43. <b>Advance Payment</b>	43.1	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>PDS</b> . The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Form.	
44. <b>Arbitrator</b>	44.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the <b>SCC</b> .	

45. <b>Corrupt &amp; Fraudulent Practices</b>	45.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Service providers/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.
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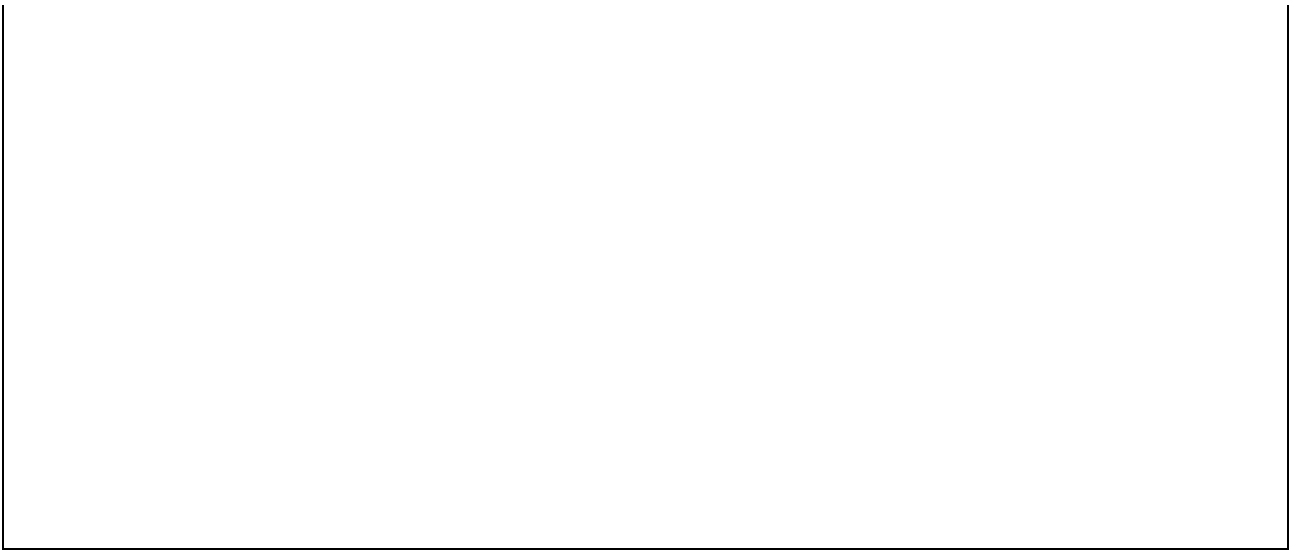
#### F. Grievance Redressal & Complaint Review Mechanism

46. <b>Constitution of Grievance Redressal</b>	46.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
47. <b>GRC Procedure</b>	47.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or RFP documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the proposal submission deadline.
	47.2	Any Service provider feeling aggrieved by any act of the procuring agency after the submission of his proposal may lodge a written complaint concerning his grievances not later than seven days of the announcement of <b>Technical Evaluation report</b> and five days after issuance of <b>Final Evaluation report</b> .
	47.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	47.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:  Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
	47.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	47.6	Any service provider or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	47.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	47.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	47.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	47.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

#### G. Mechanism of Blacklisting

48. <b>Mechanism of Blacklisting</b>	48.1	The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, service provider or contractor who either:  i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the bid securing declaration;
	48.2	The show cause notice shall contain: (a) precise allegation, against the service provider or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the service provider or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the service provider or contractor from participating in public procurements of all the procuring agencies.
	48.3	The procuring agency shall give minimum of seven days to the service provider or contractor for submission of written reply of the show cause notice
	48.4	In case, the service provider or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the service provider or contractor/ authorize representative of the service provider or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

	48.5	In case the service provider or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the service provider or contractor for personal hearing.	
	48.6	The Procuring Agency shall give minimum of seven days to the service provider or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the service provider or contractor, if availed.	
	48.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.	
	48.8	The Procuring Agency shall communicate to the service provider or contractor the order of debarring the service provider or contractor from participating in any public procurement with a statement that the service provider or contractor may, within thirty days, prefer a representation against the order before the Authority.	
	48.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective service provider or service providers in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.	
	48.10	The service provider may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) and Regulations for "procedure of filling and disposal of review petition under Rule 19(3), 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition	
	48.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.	
	48.12	The Authority on the basis of decision made by the committee either may debar a service provider or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the service provider from the allegations. The decision of the Authority shall be final.	



## SECTION III: PROPOSAL DATA SHEET (PDS)

### Proposal Data Sheet (PDS)

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

PDS Number	Clause	ITSP Number	Amendments of, and Supplements to, Clauses in the Instruction to Service providers
<b>A. Introduction</b>			
1.		<b>1.1</b>	Name of Procuring Agency: Public Procurement Regulatory Authority.  The subject of procurement is: Procurement of Security Service  Period for Provision of Services: 1 Year extendable for another two (02) Years subject to satisfactory performance and with mutual consent of both parties.  Expected commencement date for Provision of Security Services: <b>April, 2024</b>
2.		<b>2.1</b>	Financial year for the operations of the Procuring Agency: FY 2023-24, Name and identification number of the Contract: Procurement of Security Services Identification Number: <b>PPRA/HR/Security/e-Procur./2023/01</b>

### B. RFP documents

3.		<b>6.2</b>	The number of documents to be completed and returned is one original and two (02) certified copies of the original.
4.		<b>7.1</b>	The address for clarification of online submission of bid and RFP documents is:  Director General (IT&R) Public Procurement Regulatory Authority 1st Floor FBC Building G-5/2, Islamabad. Email: <a href="mailto:ateeq@ppra.org.pk">ateeq@ppra.org.pk</a> Ph# 051-9245634

### C. Preparation of Proposals

5.		<b>9.1</b>	The Language of all correspondences and documents related to the Proposal shall be English
6.		<b>14.6</b>	The price shall be fixed.
7.		<b>15.1</b>	Currency of the Proposal shall be <i>Pakistani Rupees</i> ;
8.		<b>16.1</b>	The Proposal/Bid Validity period shall be 180 days.
9.		<b>17.1</b>	<b>The amount of Bid Security shall be [ 85000 ]</b> <b>The currency that shall be used for Bid evaluation is Pakistani Rupee.</b>
10.		<b>17.3</b>	The Bid Security shall be in the form of: Cheque /Bank draft / Payorder.
11.		<b>17.10</b>	The proposal security shall be valid for twenty-eight (28) days beyond the expiry of the Proposal validity period i.e. 180 +28 = 208 days.
12.		<b>18.1</b>	Alternative Proposals to the requirements of the RFP documents will not be permitted.

#### D. Submission of Proposals

13.	<b>21.2 (a)</b>	Bid shall be submitted online on EPADS systems as well has hardcopy to the following address;  Ateeq Haider Baig, Director General (IT&R), Public Procurement Regulatory Authority (PPRA) 1st Floor FBC Building G-5/2, Islamabad.  Bids that are not submitted on EPADS shall be disqualified.
14.	<b>21.2 (b)</b>	Title of the subject Procurement :  Provision of Security Services for PPRA Office  ITB title and No: PPRA/HR/Security/e-Procur./2023/01
15.	<b>22.1</b>	The deadline for Proposal submission is  a. Day :  b. Date : [ 18-04-2024 ]  c. Time: [ 11:00 ]

#### E. Opening and Evaluation of Proposals

16.	<b>25.1</b>	The Proposal opening shall take place at:  Public Procurement Regulatory Authority 1st Floor FBC Building Near State Bank of Pakistan G-5/2 Islamabad, Pakistan.  Day :  Date: [ 18-04-2024 ]  Time : [ 11:30 ]
17.	<b>33.1</b>	Domestic preference not applicable.
18.	<b>34</b>	Least Cost Based Selection (LCBS) will be adopted

#### F. Award of Contract

19.	<b>42.1</b>	The Performance guarantee shall be [ 10.000 ] percent of the Contract Price
20.	<b>42.2</b>	The Performance Guarantee shall be acceptable in the form of Bank Draft only-
21.	<b>44.1</b>	Arbitrator shall be appointed by mutual consent of the both parties.

#### G. Review of Procurement Decisions

22.	46.1	The address of the Procuring Agency:  Grievance Redressal Committee Public Procurement Regulatory Authority 1 <sup>st</sup> Floor, G-5/2, Islamabad, Pakistan	
23.	47.6	The Address of PPRA Grievance Redressal Appellate Committee to submit a <b>copy</b> of grievance:  Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 <sup>st</sup> Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254	



## SECTION IV. ELIGIBLE COUNTRIES

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

## Evaluation Criteria

1. A Proposal determined as not substantially responsive will be rejected. Service providers need to fulfill all the Eligibility/Minimum-Qualification Criteria in accordance with the relevant provisions of Evaluation Criteria in addition to substantive compliance.
2. The service provider must submit bid online and shall deliver the same at the address, date and time specified in the advertisement and PDS. Bids that are not submitted in both form (online and physical) shall be treated as non-responsive and shall be rejected straightaway.
3. Proposals will be evaluated on the Least Cost Basis.
4. Servicer Provider not conforming to the eligibility and mandatory requirement shall not be considered for further evaluation.
5. The contract will be awarded to "Most Advantageous Service provider" having lowest cost" after meeting all other requirements mentioned in this document.

## Eligibility Criteria

The criteria specified below is mandatory and must be fulfilled by the service provider. Non-compliance to any of the clauses below shall result in rejection of the Proposal

S. No	Minimum Qualifications Criteria	Documentary proof to be submitted
1)	<p>The Service provider shall be –</p> <p>A company incorporated under the provisions of Companies Act, 2017 for the last Five (05) years or more. Or a statutory corporation</p> <p>In case of a company, it should be</p> <ul style="list-style-type: none"> <li>Registered with the FBR</li> <li>Company should have a valid STRN and NTN number</li> </ul>	<p>Certificate of Incorporation</p> <p>Copies of STRN and NTN Certificates</p>
2)	<p>Must have Valid Membership with Security Agencies Association (APSAA), In case of expiry extension / renewal application receipt shall be attached</p>	<p>Attested Copies of the Membership</p>
3)	<p>EOBI/Social Security Registration of Employees</p>	<p>Attested Copies of employees registration at EOBI/Social Security</p>
4)	<p>Valid Registration with SECP/Registrar Firms etc</p>	<p>Copy of the Registration</p>
5)	<p>Valid NOC from Ministry</p>	<p>Attested Copies</p>

Interior/Provincial	Home	Department	for
providing security services in the country			
Financial Stability			

6)	The Service provider shall have an average annual turnover of at least 50 million PKR for the last 3 financial years. The average turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company (ies) etc.	Audited Financial			
		Statements	or		
		statutory	auditor		
		certificate			
		specifying the net			
		worth	for	the	
		specified year.			
Experience					
7)	Service provider shall have at least 5-years of experience of providing Security Services and shall have delivered the services.	Certificate		of	
		Incorporation			
8)	Number of Client in the Last 5 year shall be Minimum 20, out of which 10 shall be from Public Sector	Work			
		Order/Signed			
		Copy		of	
		Contract/			
		required	to	be	
		furnished.			
Resources					
9)	The Service Provider must have 200 Security Guard at Pay Roll.	Details	of	the	
		Security		Guard	
		must be provided			
10)	Licensed weapons held by the company shall be at least 250.	Copy	of	the	
		licenses.			
11)	Must have 50 or more Metal and Explosive Detectors shall be	Details	of	the	
		Detectors			
Office Location					
12)	The Service provider shall have an office located in Pakistan.	To be established			
		from SECP			
		Documents			
Non-Blacklisting Declaration					
13)	The firm shall not be blacklisted by any procuring agency in Pakistan as well as by any international organization or foreign country.	Undertaking		by	
		the		Service	
		Provider		on	
		Stamp Paper		of	
		Rs-100/			

## Schedule of Requirements

Sr#	Items	Estimated Quantity Required	Dilevry Schedule
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1	<p>Security guards The security firm will be responsible to provide security manpower as per following requirement Age: Maximum 48 Yrs. Education: Matric or Equivalent.</p> <p>Discipline: No Major disciplinary entry in the record of service. Retirement : Normal Height ; 5'-6"</p>	04	Within 05 days of the signing of contract.
2	<p>Weapons Security firm shall possess valid arms licenses to provide semiautomatic weapons to security guards with adequate rounds of ammunition for the weapons which should be available with the security firm.</p> <p>i. 7 MM semi-automatic ii. 8 MM semi-automatic iii. 12 bore single barrel pump action iv. 30 bore pistol</p>	04	Within 05 days of the signing of contract.
3	<p>Metal detector Super Scanner Metal Detector (MD-3003B1 or equivalent)</p>	02	Within 05 days of the signing of contract.

### SCOPE OF WORK

The Public Procurement Regulatory Authority intends to acquire Security Services for its offices located at 1<sup>st</sup> and 2<sup>nd</sup> Floor of FBC Building G-5/2 Islamabad.

- i. The Service provider shall be responsible for provisioning of Security Services round the clock in three shift comprising of 8 hours of duty of each security guard. The Leave of the manpower shall be responsibility of the security firm. The firm shall provide two security guard during office hours i.e. from 8:00 hours to 16:00 hours and one each for evening ( 16:00 hours to 00:00 hours) and night shifts (00:00 Hours to 08:00 Hours)
- ii. Prevention of entry into PPRA Building of any unauthorized persons into offices/installations/premises entrusted to the charge of the security guard. All authorized entrants shall be identified and checked for their bona fides at the entry point as per PPRA instruction.
- iii. Prevent unauthorized removal / carriage of material / equipment / property belonging to PPRA and its employees from the premises placed under charge of security guard and regulate movement thereof as per written instructions issued by the authorized officer of PPRA.
- iv. In case of Replacement of any Security Guard, the firm shall be responsible to communicate the replacement detail to the PPRA well in advance. The replacement guard must have valid authorization letter from the firm and shall report to HR wing before assuming the duties of the security guard.
- v. Inform concerned authorized officer of PPRA promptly and accurately about any occurrence detrimental to the security of the installation/premises of PPRA placed under charge of security guards.
- vi. To take appropriate action in case of emergencies like:-

- a. FIRE Raising of alarm and proper communication to Integral Fire Services and rescue services as required.
- b. FORCED ENTRY will be promptly reported by the Security guard to the HR Wing of PPRA for appropriate action. Failure to report shall be deemed as culpable negligence and shall be dealt with accordingly.

- c. LAW & ORDER SITUATION will be promptly reported to the local police station, HR Wing of PPRA and the Control Office of the Security Firm for appropriate action. All entry points will be closed under direction of the HR Wing.
- d. INJURIES. Arrangements of immediate medical cover for any security person injured in the premises will be the direct responsibility of the Security Firm and PPRA shall not be responsible what so ever for any loss, injury/death or damage to life/property of the security staff provided
- vii. Liaison with Police: Security supervisors will carry out regular liaison with local police and other law enforcing agencies for any security related problem/situation.

Responsibilities of the Company:

In addition to the services to be performed by the company specified above, the company shall provide at no additional cost to the PPRA such supervision of its employees as in necessary to adequately fulfill its obligation.

- a. The company is responsible for ensuring that all its employees performing the services are physically and mentally fit, have no communicable disease and are in good health in all respects to perform the duties.
- b. The Company is an independent contractor and accordingly is fully responsible for any accident or injury to its personnel or caused by its personnel and agrees that neither the PPRA nor any of its personnel shall be held liable for either of the above in any manner.
- c. The personnel of the company shall not in any manner indulge in any unionism nor have any linked activity with PPRA employees.
- d. The company is responsible for recruitment, discipline and all other service matters of its employees. They shall not in any case communicate with the PPRA management regarding their service matters that is the sole responsibility of the company.
- e. The PPRA may refuse to accept services from any of the employees of the company, whose work has been found unsatisfactory or not in the accordance with the requirements of this document.
- f. The Company shall be responsible to pay the employees the minimum wages in accordance with the policy of Federal Government and shall provide proof to the Authority of such payment along with invoices. The Contract Price shall not be increased during the contract.

**Technical Specifications**

S	Item	Specification
1	Security Guard	<p>1. The security firm will provide physically fit medical preferably retired Armed Forces (i.e. Police, Rangers, Army) armed guards dressed in uniform and ensure that each guard on duty has received and understood written instructions of basic duties and has the following in his possession:-</p> <ul style="list-style-type: none"> <li>i. Attested photocopy of NADRA Computerized Card.</li> <li>ii. Original Service Card issued by the Security Company.</li> <li>iii. A torch, for guards on evening and night duty.</li> <li>iv. Any other relevant items related to the efficient discharge of guard duties.</li> <li>v. Weapons pistol/rifle/shot gun and all other equipment necessary for performance of duties as specified in the schedule of requirements.</li> <li>vi. Police verification of all the persons along with copy of discharge certificate.</li> <li>vii. Possess super scanner metal detector.</li> </ul> <p>b. The armed guards will be the "Standing Security Guards". They will remain alert and vigilant as the case may be, throughout their duty hours..</p>
		<p>2. The security guards must have experience of firefighting and first aid. Certificate to this effect to be provided by the Security Firm</p>

# SECTION VI: PROPOSAL FORMS

## Proposal Forms

### Proposal Submission Sheet

Date:

Contract No.:

To:

We, the undersigned, declare that:

- a. We have examined and have no reservations to the RFP document, including

Addenda No.: \_\_\_\_\_ ;

- b. We offer to provide Security Services in conformity with the RFP document and in accordance with the delivery schedule specified in the Schedule of

Requirements, the following Services:			;
(c) Our Proposal shall be valid for a period of			days from the

date fixed for the proposal submission deadline in accordance with the RFP document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- d. If our Proposal is accepted, we commit to obtain a Performance Guarantee in

the amount of	Percent of the Contract Price for the due performance of
the Contract;	

- e. The rates quoted by us are fixed and valid for three years and binding upon us for the entire period of contract and period of extension.

- f. We are not participating, as Service providers, in more than one Proposal in this bidding process, other than alternative offers in accordance with the RFP document;

- g. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan.

Name

In the capacity of

Signed

Duly authorized to sign the Proposal for and on behalf of

Date

Form of Bid Security

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

Beneficiary: [insert Name and Address of Procuring agency]

Date: [insert date]

Bid GUARANTEE No.: [insert number]

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

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

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

- a. has withdrawn its Proposal during the period of Bid validity specified by the Service provider in the Form of Proposal; or
- b. having been notified of the acceptance of its Proposal by the Procuring agency during the period of proposal validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITSP.

This guarantee will expire: (a) if the Service Provider is the successful Service Provider, upon our receipt of copies of the contract signed by the Service Provider and the Performance Guarantee issued to you upon the instruction of the Service Provider; and (b) if the Service Provider is not the successful Service Provider, upon the earlier of

- i. our receipt of a copy your notification to the Service Provider of the name of the successful Service Provider; or (ii) twenty-eight days after the expiration of the Service Provider's proposal.

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

Name

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

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## Financial Proposal Forms

Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the Security services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date]

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert

amount(s) in words and figures), [Insert "including" or "excluding"] of all indirect local taxes.

Our Financial Proposal shall be fixed and remain valid for the duration of the contract and extension period of the contract

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

We remain,

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

		Price Schedule		
Name of Service Provider				
S.No	Name of location	Estimated Quantity of security guards required	Monthly Rate per security guard (with all applicable taxes, EOBI charges and Social Security Charges etc & as per Schedule of requirements)	Amount of total quantity Per Annum
1.	PPRA Islamabad	04		



Price Schedule

Sr#	Name of Location	Estimated Quantity of Security Guards Required	Monthly Rate per security guard (with all applicable taxes, EOBI charges and Social Security Charges etc & as per Schedule of requirements)	Amount of total quantity Per Annum
1	PPRA Islamabad	4		

Note:

- i. The price quoted shall be DDP in Pak Rupees i.e. inclusive of all applicable taxes.
- ii. The number of guards can be increased / decreased and the cost of increase / decrease will be adjusted accordingly. The Maximum Increase or Decrease shall not be more than one (01) number of Security Guard.
- iii. Please indicate the cost of each guard separately.

Total Amount of bid Per Annum in Figures

\_\_\_\_\_

Total Amount of bid Per Annum in W ords

\_\_\_\_\_

Signatures of authorized person: \_\_\_\_\_

# SECTION VII: GENERAL CONDITIONS OF CONTRACT

## General Conditions of the 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

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;
- b. "Procuring Agency" means:-
  - i. any Ministry, Division, Department or any Office of the Federal Government;
  - ii. any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;
- c. "The Contract" means an agreement enforceable by law;
- d. "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- e. "The Services" means the work to be performed by the Service Provider pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Service Provider's Proposal;
- f. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Service Provider covered under the Contract;
- g. "GCC" means the General Conditions of Contract contained in this section;
- h. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- a. "Day" means calendar day unless indicated otherwise.
- j. "Effective Date" means the date on which this Contract comes into force and effect.
  
- k. "The Service Provider" means the individual or corporate body whose Proposal to provide the Services has been accepted by the Procuring Agency;
- ax. "The Project Site," where applicable, means the place or places named in Proposal Data Sheet and technical Specifications;
- all. "Government" means the Government of Pakistan;
- n. "Local Currency" means the currency of Pakistan;
- o. "In Writing" means communicated in written form with proof of receipt;
- p. "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Agency;
- q. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;
- r. "Party" means the Procuring Agency or the Service Provider, as the case may be, and "Parties" means both of them;
- s. "Service" means any object of procurement other than goods or works;
- t. "Subcontractor" means any entity to which the Service Provider 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 Service Provider and the Procuring Agency, shall be written in the <b>English language</b> unless otherwise stated in the <b>SCC</b> . 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 <b>SCC</b> .
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 Service Provider may be taken or executed by the officials specified in the <b>SCC</b> .

**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 Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
9. Program	9.1 Before commencement of the Services, the Service Provider shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
10. Starting Date/Expiration Date	10.1 The Service Provider shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the <b>SCC</b> . 10.2 Unless terminated earlier pursuant to Clause <b>GCC 15</b> 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	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 proposals for modification or variation made by the other Party.  2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
13. Force Majeure	<p><b>13.1 Definition</b></p> <p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p><b>13.2 No Breach of Contract</b></p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p><b>13.3 Extension of Time</b></p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p><b>13.4 Payments</b></p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p>

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

<p>15. General</p>	<p><b>15.1 Standard of Performance</b></p> <ul style="list-style-type: none"> <li>i. The Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.</li> <li>ii. The Service Provider shall employ and provide such qualified and experienced Experts and Sub-Service Providers as are required to carry out the Services.</li> </ul> <p><b>15.2 Law Applicable to Services</b></p> <p>The Service Provider shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Service Providers, comply with the Applicable Law.</p>
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<p>16. Conflict of Interests</p>	<p><b>16.1 Service Provider Not to Benefit from Commissions and Discounts.</b></p> <p>The remuneration of the Service Provider shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.</p> <p><b>16.2 Service Provider and Affiliates Not to be Otherwise Interested in Project</b></p> <p>The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any 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.</p> <p><b>16.3 Prohibition of Conflicting Activities</b></p> <p>Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> <li>(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;</li> <li>(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;</li> <li>(c) after the termination of this Contract, such other activities as may be specified in the SCC.</li> </ul>
<p>17. Confidentiality</p>	<p>17.1 Except with the prior written consent of the Procuring Agency, the Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p>18. Insurance to be Taken Out by the Service Provider</p>	<p>18.1 The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<p>19. Service Provider's Actions Requiring Procuring Agency's Prior Approval</p>	<p>19.1 The Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) appointing such members of the Personnel not provided by the service provider;</li> <li>(b) changing the Program of activities; and</li> <li>(c) any other action that may be specified in the SCC.</li> </ul>
<p>20. Reporting Obligations</p>	<p>20.1 The Service Provider shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.</p>
<p>21. Liquidated Damages</p>	<p><b>21.1 Payments of Liquidated Damages</b></p> <p>The Service Provider shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p> <p><b>23.2 Correction for Over-payment</b></p> <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.</p> <p><b>23.3 Lack of performance penalty</b></p> <p>If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.</p>

22. Performance Guarantee	<ol style="list-style-type: none"> <li>1. Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Service provider shall furnish the Performance Guarantee in shape of CDR at the discretion of the PA in the amount <b>specified in SCC</b>. In case the amount of proposal security is equal or greater than the value of the Services to be supplied then the service provider shall not require furnishing the Performance Guarantee separately, it will be retained or deducted from the service provider's claim on service provider's choice.</li> <li>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.</li> <li>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.</li> <li>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 <b>specified in SCC</b>.</li> </ol>
23. Fraud and Corruption	23.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
24. Sustainable Procurement	24.1 The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

Service Provider's Personnel

D.

25. Description of Personnel	25.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.
26. Removal and/or Replacement of Personnel	<p>26.1 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 Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>28.2 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 Service Provider shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.</p> <p>28.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

E. Obligations of the Procuring Agency

27. Assistance and Exemptions	27.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.
28. Change in the Applicable Law	28.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.
29. Services and Facilities	<p>29.1 The Procuring Agency shall make available to the Service Provider and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.</p> <p>29.2 In case that such services, facilities and property shall not be made available to the Service Provider, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Service Provider for the performance of the Services, (ii) the manner in which the Service Provider shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Service Provider as a result thereof.</p>

F. Payments to the Service Provider

30. Contract Price	30.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.
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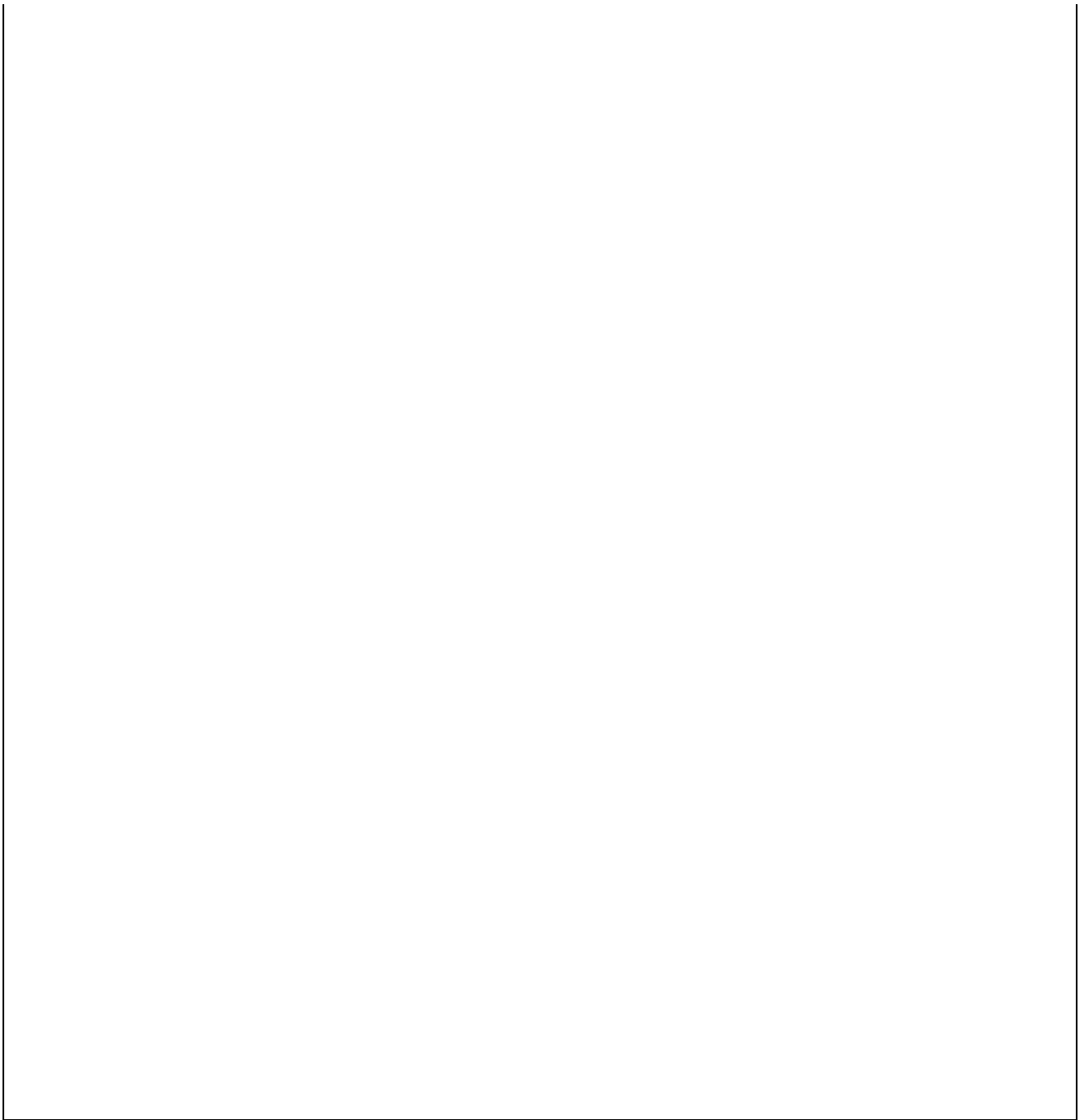
31. Terms and Conditions of Payment	<p>31.1 Payments will be made to the Service Provider according to the payment schedule stated in the SCC and as per actual invoice submitted by the service provider.</p> <p>31.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Agency specifying the amount due.</p>
32. Currency of Payment	32.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

33. Identifying Defects	33.1 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 Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Agency may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.
34. Correction of Defects, and Lack of Performance Penalty	<p>34.1 The Procuring Agency shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>34.2 Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.</p> <p>40.3 If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance.</p>

H. Settlement of Disputes

35. Amicable Settlement	35.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
36. Dispute Settlement	<p><b><u>Arbitration</u></b></p> <p>36.1 If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its 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.</p> <p>42.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 42.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.</p> <p>42.3 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due the Service Provider.</p>





## SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>GCC 2</b>	<p><b>Applicable/Governing Law:</b></p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
<b>GCC 3</b>	<p><b>Language:</b></p> <p>The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <b>English</b>.</p>
<b>GCC 5</b>	<p><b>Notices:</b></p> <p><b>The addresses for the notices are:</b></p> <p>The Authority:</p> <p>Director General HR Public Procurement Regulatory Authority (PPRA), 1<sup>st</sup> Floor, F.B.C Building, Sector G – 5 / 2, Islamabad, Email: farrukh@ppra.org.pk Ph# 0519224822</p> <p>The Contractor/ Service Provider:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Service Provider 's Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>

<p><b>GCC 6.1</b></p>	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b></p> <p>Farrukh Bashir  Director General HR, PPRA  1<sup>st</sup> Floor FBC Building G-5/2, Islamabad  mdppra@ppra.org.pk</p> <p><b>For the Service Provider:</b></p> <p><b>Name:</b> .....</p> <p><b>Designation:</b> .....</p> <p><b>Address:</b> .....</p>
<p><b>GCC 7</b></p>	<p><b>Effectiveness of the contract</b></p> <p>The Contractor/Service Provider shall be effective within 05 days from the date of signature of the Contract by both parties</p>
<p><b>GCC 8</b></p>	<p><b>Commencement of Services:</b></p> <p>The Contractor/ Service Provider shall provide security services from the effective date of contract</p>
<p><b>GCC 10.2</b></p>	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be</b> one year (01) extendable for two more year.</p>
<p><b>GCC 15</b></p>	<p><b>Termination</b></p> <p>In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Service Provider shall be responsible for providing to the Authority the security Services till the time of alternate arrangements.</p>
<p><b>GCC 17</b></p>	<p><b>Conflict of Interest:</b></p> <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Service Provider should be disqualified from providing services due to a conflict of a nature described in Clause GCC 17.</p>
<p><b>GCC 23</b></p>	<p><b>Liquidated Damages</b></p> <p>If the Service provider 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 Service Provider shall pay to the Authority as Liquidated Damages at a rate of <b>0.1% to 10%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>

GCC 24	<p><b>Performance Guarantee :</b></p> <p>The amount of performance guarantee shall be 10% of the contract price in acceptable form of Bank Draft only in favor of the Authority</p>
GCC 35	<p><b>Payment terms:</b></p> <p>Payment will be made to the Service Provider against the procured services according to the actual invoice submitted by the service provider against the services provided.</p>
GCC 38	<p><b>Currency of Payment:</b></p> <p>All the payment to be released to the contractor/service provider shall be in Pakistani Rupees.</p>
GCC 39	<p><b>Identifying Defects:</b></p> <p>The Authority reserves the right at any time to inspect the premises of the provider to inspect the services and monitor the services being provided.</p>
GCC 42	<p><b>[The Public Procurement Regulatory Authority will give the dispute resolution mechanism. Following is the guidance]</b></p> <p><b>Dispute Resolution</b></p> <ol style="list-style-type: none"> <li data-bbox="496 831 898 1240">i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.</li> <li data-bbox="496 1312 898 1406">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.</li> <li data-bbox="496 1476 898 1742">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.</li> <li data-bbox="496 1812 898 2078">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.</li> </ol>

- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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

**Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, 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 Service Provider who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

**Place of Arbitration and Award:**

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



# SECTION IX: CONTRACT FORMS

## Form of Contract

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between Public Procurement Regulatory Authority of Pakistan (hereinafter called "the Procuring Agency") of the one part and *[name of Service provider]* of *[city and country of Service provider]* (hereinafter called "the Service provider") of the other part:

WHEREAS the Procuring Agency invited Proposals for provision of Security Services, viz., *[brief description of services]* and has accepted a Proposal by the Service provider for the provision of Security Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - a. This form of Contract;
  - b. the Form of Proposals and the Price Schedule submitted by the Service provider;
  - c. the Schedule of Requirements;
  - d. the Technical Specifications;
  - e. the Special Conditions of Contract;
  - f. the General Conditions of the Contract;
  - g. the Procuring Agency's Letter of Acceptance; and
  - h. *[add here: any other documents]*
3. In consideration of the payments to be made by the Procuring Agency to the Service provider as hereinafter mentioned, the Service provider hereby covenants with the Procuring Agency to provide the Security Services 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 Service provider in consideration of the provision of Security services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Service provider: .....

## Performance Guarantee Form

To: *[name of Procuring Agency]*

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

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

AND WHEREAS we have agreed to give the Service provider a guarantee:

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

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

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

## Evaluation Criteria

Criterion Title	Category	Evaluation Heading	Type	Score
Security Guard (The security firm will provide physically fit medical preferably retired Armed Forces (i.e. Police, Rangers, Army), armed guards dressed in uniform and ensure that each guard on duty has received and understood written instructions of basic duties and has the following in his possession.)	Final Evaluation	Attested photocopy of NADRA Computerized Card	Yes/No	0
Security Guard (The security firm will provide physically fit medical preferably retired Armed Forces (i.e. Police, Rangers, Army), armed guards dressed in uniform and ensure that each guard on duty has received and understood written instructions of basic duties and has the following in his possession.)	Final Evaluation	Original Service Card issued by the Security Company.	Yes/No	0
Security Guard (The security firm will provide physically fit medical preferably retired Armed Forces (i.e. Police, Rangers, Army), armed guards dressed in uniform and ensure that each guard on duty has received and understood written instructions of basic duties and has the following in his possession.)	Final Evaluation	A torch, for guards on evening and night duty.	Yes/No	0
Security Guard (The security firm will provide physically fit medical preferably retired Armed Forces (i.e. Police, Rangers, Army), armed guards dressed in uniform and ensure that each guard on duty has received and understood written instructions of basic duties and has the following in his possession.)	Final Evaluation	Any other relevant items related to the efficient discharge of guard duties.	Yes/No	0
Security Guard (The security firm will provide physically fit medical preferably retired Armed Forces (i.e. Police, Rangers, Army), armed guards dressed in uniform and ensure that each guard on duty has received and understood written instructions of basic duties and has the following in his possession.)	Final Evaluation	Weapons pistol/rifle/shot gun and all other equipment necessary for performance of duties as specified in the schedule of requirements.	Yes/No	0
Security Guard (The security firm will provide physically fit medical preferably retired Armed Forces (i.e. Police, Rangers, Army), armed guards dressed in uniform and ensure that each guard on duty has received and understood written instructions of basic duties and has the following in his possession.)	Final Evaluation	Police verification of all the persons along with copy of discharge certificate.	Yes/No	0
Security Guard (The security firm will provide physically fit medical preferably retired Armed Forces (i.e. Police, Rangers, Army), armed guards dressed in uniform and ensure that each guard on duty has received and understood written instructions of basic duties and has the following in his possession.)	Final Evaluation	Possess super scanner metal detector.	Yes/No	0
Security Guard	Final Evaluation	The armed guards will be the "Standing Security Guards". They will remain alert and vigilant as the case may be, throughout their duty hours	Yes/No	0
Security Guard	Final Evaluation	The security guards must have experience of firefighting and first aid. Certificate to this effect to be provided by the Security Firm	Yes/No	0

## Eligibility Criteria

Name	Type
The Service provider shall be – A company incorporated under the provisions of Companies Act, 2017 for the last Five (05) years or more. Or a statutory corporation In case of a company, it should be - Registered with the FBR (Attach Documentary Proof)	Yes/No
The Service provider shall be – A company incorporated under the provisions of Companies Act, 2017 for the last Five (05) years or more. Or a statutory corporation In case of a company, it should be - Company should have a valid STRN and NTN number (Attach Documentary Proof)	Yes/No
Must have Valid Membership with Security Agencies Association (APSAA), In case of expiry extension / renewal application receipt shall be attached (Attach Attested Copies of the Membership)	Yes/No
EOB/Social Security Registration of the Employees (Attach Attested Copies of employees registration at EOB/Social Security)	Yes/No
Valid Registration with SECP/Registrar of Firms etc ( Attach Copy of the Registration)	Yes/No
Valid NOC from Ministry of Interior/Provincial Home Department for providing security services in the country ( Attach Attested Copies)	Yes/No
The Service provider shall have an average annual turnover of at least 50 million PKR for the last 3 financial years. The average turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company (ies) etc. ( Attach Audited Financial Statements or statutory auditor certificate specifying the net worth for the specified year.)	Yes/No
Service provider shall have at least 5-years of experience of providing Security Services and shall have delivered the services. (Attach Certificate of Incorporation)	Yes/No
Number of Client in the Last 5 year shall be Minimum 20, out of which 10 shall be from Public Sector ( Attach Work Order/Signed Copy of Contract/ required to be furnished. )	Yes/No



Name	Type
The Service Provider must have 200 Security Guard at Pay Roll. ( Attach Details of the Security Guard must be provided)	Yes/No
Licensed weapons held by the company shall be at least 250. ( Attach Copy of the licenses.)	Yes/No
Must have 50 or more Metal and Explosive Detectors shall be (Attach Details of the Detectors)	Yes/No
The Service provider shall have an office located in Pakistan. ( Attach To be established from SECP Documents)	Yes/No
The firm shall not be blacklisted by any procuring agency in Pakistan as well as by any international organization or foreign country. ( Attach • Undertaking by the Service Provider on Stamp Paper of Rs-100/)	Yes/No

**Checklist**

Name	Type
Attach all the documents required in Eligibility Criteria	Yes/No