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#### BIDDING DOCUMENT FOR HIRING OF SECURITY SERVICES

## (PROCUREMENT SHALL BE DONE AS PER E-PAK PROCUREMENT REGULATIONS 2023)

#### NATIONAL COMPETITIVE BIDDING THROUGH EPADS



## CHILD PROTECTION INSTITUTE, ISLAMABAD MINISTRY OF HUMAN RIGHTS (MoHR) GOVERNMENT OF PAKISTAN

March, 2025





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#### **Table of Contents**

S. No	Description	Page No
1.	Section I	3
2.	Invitation for Bids	4
3.	Section II	5
4.	Instruction to Bidders	6
5.	The Bidding Procedure Through EPADS	8
6.	The Bidding Documents	9
7.	Preparation of Bids	10
8.	Submission of Bids	15
9.	Opening & Evaluation of Bids	16
10.	Award of Contract	18
11.	Section III	20
12.	Definitions	21
13.	Section IV: Schedule of Requirements	22
14.	Placement of Guards and Allied Services	23
15.	General Conditions	24
16.	Requirement of security/ deployment of	27
	security personnel	
17.	Section V	28
18.	Evaluation Criteria	29
19.	Section VI	30
20.	Bid Forms	31-38
21.	Section VII	39
22.	Contract	40-43
23.	Special Conditions of Contract	48-50
24.	General Conditions of Contract	51-54





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# SECTION-I Invitation for e-Bids As per E-Pak Procurement Regulations 2023



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## CHILD PROTECTION INSTITUTE MINISTRY OF HUMAN RIGHTS (MoHR) TENDER NOTICE FOR HIRING OF SECURITY SERVICES

IFB No: 4-30/2024-CPI

Government of Pakistan Ministry of Human Rights (Child Protection Institute) invites bids through **EPADS** from reputable security companies, having representative office in **Islamabad/Rawalpindi**, duly registered with SECP and Ministry of Interior, to provide security services in Islamabad. The personnel will be deputed at Child Protection Institute, Islamabad for a period of one (01) year, further extendable on satisfactory performance. The companies must be on Active Taxpayers List of FBR and fulfill the eligibility criteria/ terms and conditions as per Section II of the bidding document.

- 2. Bidding shall be carried out by Single Stage One Envelope Procedure. Further, any bids not submitted through EPADS shall stand rejected as per **S.R.O No. 296(1)/2023**. The S.R.O available at PPRA's website (<a href="https://www.ppra.org.pk/doc/epronotif.pdf">www.ppra.org.pk/doc/epronotif.pdf</a>).
- 3. Earnest money (Bid Security) equivalent to Rs. 260,000/- (Two hundred and Sixty Thousand Rupees only) needs to be submitted in the shape of Bank Draft/Pay Order in favor of DDO, Child Protection Institute. The Bidder must submit the Earnest Money (Bid Security) sealed in a small envelope or must produce in original at the time of bid opening as per rule 25 of PPRA.
- 4. Bids shall be valid for 120 Days. In case of unsuccessful tenders, Earnest Money (Bid Security) will be released/returned within a fortnight and in case of successful bidder the same shall be released on furnishing of performance security.
- 5. Blacklisted firms and Bidders cannot participate in bidding process. An affidavit must be provided by the bidder has never been Black Listed by any Ministry/Division/Department /Government Organization should accompany the Bid.
- 6. Interested firms may apply through **EPADS** with subject "**TENDER FOR HIRING OF SECURITY SERVICES IN CPI 2024-25**" (25<sup>th</sup> March 2025 at 11:00 A.M). Tender will be opened on the same day at **11:30 A.M** in the presence of the representative/bidders.
- 7. Procuring agency reserves the rights to reject any or all bids in terms of Rule- 33 of PPRA Rules 2004. In case public holiday is announced on bid submission & opening date the same shall be held on the next working day.

This Tender Notice is also available on EPADS, PPRA's Website (<a href="www.ppra.gov.pk">www.ppra.gov.pk</a>) & Ministry of Human Rights Website <a href="www.mohr.gov.pk">www.mohr.gov.pk</a>

(Muhammad Yousaf Shah) Director (CPI)

G-6/3 opposite melody market, Islamabad.

Tel: 051-9265265-68



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#### **SECTION II**

#### **Instructions to Bidders**





1.	Scope of Bid	1.1 The Child Protection Institute, Islamabad hereinafter referred to as 'CPI', is an autonomous body of the Federal Government established under the Islamabad Capital Territory Child Protection Act, 2018. Its primary objective is to protect children from all forms of physical or mental violence, injury, neglect, maltreatment, exploitation, and abuse. The Institute provides rescue, shelter, counseling, family tracing, and rehabilitation services to vulnerable and at-risk children, including child laborers, street children, and those who have been trafficked, lost, or neglected.
		1.2 The Child Protection Institute, Islamabad, Ministry of Human Rights (MoHR), Government of Pakistan invites bids through EPADS from renowned Security Service Providers (duly registered with Ministry of Interior/ Concerned Home Department(s) and SECP) for the provision of security services and placement of armed/ un-armed guards and other security services at CPI, Islamabad for a period of one year, further extendable for another one year on satisfactory performance as per PPRA Rules.
		1.3 The Selected Firm / Vendor is liable for provision of security services at CPI, Islamabad for a period of one (01) year.
		1.4 All queries relating to Instructions for bidders (IFB) should be called or emailed to <b>Assistant Director (Admin &amp; Accounts), CPI, G-6/3 (Telephone No. 051-9265265-68)(Email Address: cpimohr@gmail.com)</b> at least 7 days before the opening of the technical bids through EPADS.
2.	Source of Funds	Regular budget of CPI, Government of Pakistan
3.	Eligible Bidders	3.1 Well-reputed, license holder Private Security Companies (PSCs) duly registered with Income Tax and Sales Tax department and are on FBR's Active Taxpayer's List, stationed at Islamabad/Rawalpindi for provision of Security Services to CPI, Islamabad for one year, starting from the date of signing of the contract. Requirements for eligibility of bidders are specified below:
		3.1.1 The Private Security Companies (PSCs) must be registered with SECP.
		3.1.2 Registration certificates from relevant authorities i.e Ministry of Interior / Chief Commissioner's Office / Home Department etc. 3.1.3 The PSCs should have a proper set up/office in
		Islamabad/Rawalpindi.
		3.1.4 The PSC will provide an <b>affidavit</b> along with bidding documents that they will follow all the procedures mentioned in the





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		Policy on Establishment and Functioning of Private Security
		Companies-2018 or amended time to time issued by the Ministry of Interior.
		3.1.5 Security Companies will be bound to provide the trained and
		capable security guards as per CPI's requirement.
		3.1.6 CPI will not be liable to provide pick & drop service / residence
		facility to the security guards.
		3.1.7 Profile of the Company should be attached in technical
		proposal and details of clients entertained during last three years
		including volume of business conducted with them.
		3.1.8 The Bid Security of Rs. 260,000/- of the total quoted amount
		(In the form of Bank Draft/pay order from a Scheduled Bank) in
		favor of "Child Protection Institute, Islamabad" (CPI) will have to be
		attached, which in case of unsuccessful bidders will be returned after
		the award of contract to the successful bidder.
		3.1.9 Bidders must provide an Affidavit on stamp paper of Rs. 100/-
		that bidder is not blacklisted or in fraudulent practices by any
		Ministry/Division, Federal, Provincial and any public sector
		organization;
		3.2.0 Bids shall remain valid for the period of 120 days as
		mentioned at ITB clause 21.1;
		3.2.1 The bidders are required to submit three (03) years audited
		financial statements;
		3.2.2 The bid and price schedule should be submitted on the
		prescribed format on company's letterhead. Both must be properly signed and stamped by the authorized person.
		signed and stamped by the authorized person.
		3.2.3 All the documents submitted with the bid must be signed and
		stamped by the designated authorized officer of the bidder.
		"CDI" resource the right to accept on reject any or all hids as now
		"CPI" reserves the right to accept or reject any or all bids as per PPRA Rules.
4.	<b>Corruption and</b>	4.1 The Government of Pakistan defines Corrupt and Fraudulent
	Fraud	Practices as "corrupt and fraudulent practices" which includes the
		offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in
		the procurement process or in contract execution to the detriment of the
		procuring agencies; or misrepresentation of facts in order to influence a
		procurement process or the execution of a contract, collusive practices
		among bidders (prior to or after bid submission) designed to establish





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		bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.
		4.2 Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.
5.	Eligible Goods and Services	All goods and related services to be supplied under the contract shall conform to the policies of the Government of Pakistan in vogue. All expenditures made under the contract shall be limited to such goods and services.
		For purposes of this clause, (a) the term "Goods" includes any goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, insurance, installation, after sale service, support and trainings etc.
6.	Cost of Bidding	The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
7.	Bidding for Selective Items	N/A
8.	Survey	N/A
The	Bidding Proced	ure Through EPADS
9.	The Governing Rules	The Bidding procedure shall be executed through E-PADS as per S.R.O. 296(I)/2023 (E-Pak-Procurement Regulation, 2023) governed by the Public Procurement Rules-2004 issued and amended from time to time, by the Public Procurement Regulatory Authority (PPRA).
10.	Applicable Bidding Procedure	10.1 The bidding procedure is governed by Public Procurement Rule 36(a) "Single stage – One Envelope procedure". Bidders are advised to also refer to the Invitation for Bids at Page 4 to conform to the Bidding procedure applicable in the present bidding process.
		10.2 The bidding procedure prescribed in the Invitation for Bids is explained herein below:
		"Single Stage One Envelope Procedure" at EPADS
		i) The bidders/suppliers or shortlisted applicants or pre- qualified suppliers through the system shall fill the standard entries of the technical and financial proposals forms and allied sections including bid securing section, however, the same shall be





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encrypted electronically as one encrypted package with decryption					
timeline. After passing the encrypted timeline, the Procurement					
Committee shall have the simultaneous access to both the					
proposals.					

- ii) The Procuring Agency shall access to the encrypted proposals and bid securing section after lapse of defined timeline (not less than thirty (30) minutes and not crossing 23:30 Hours) on the date of proposal submission deadline configured in the system
- iii) The Procuring Agency through the System shall fill the entries of the Proposal Opening Sheet and shall post the tender opening sheet and allied record on the system.
- 10.3 The **TECHNICAL & FINANCIAL PROPOSALS** shall be opened on 25<sup>th</sup> March, 2025 at 11:30 A.M in the Child Protection Institute, Sector G-6/3, St # 07, Shaheed-e-Millat Road, Islamabad, **Ministry of Human Rights (MoHR)** as the date and time prefixed in the Invitation for Bids (IFB)/ Notice for receipt/submission of bids in the presence of the bidders or their authorized representatives, who may choose to be present physically. The "FINANCIAL PROPOSAL" of the technically qualified bidder shall be opened at the same day online through EPADS after technical evaluation of the Technical Proposals submitted by the bidders.
- 10.4 The Ernest Money/ Bid Security shall be submitted by the bidder in a small sealed envelope to the DDO, CPI, Sector G-6/3, St # 07, Shaheed-e-Millat Road, Islamabad or the bidder must produce in original the Ernest Money/ Bid Security at the time of bid opening.
- 10.5 The **Most Advantageous Bid** as per PPRA Rules shall be accepted.

#### **The Bidding Documents**

### 11. Contents of the Bidding Documents

- 11.1 The goods required, applicable bidding procedures, and Contract Terms are prescribed in this Bidding Documents. In addition to the Invitation for Bids, this Bidding Document includes:
  - a) Instructions to Bidders (ITB);
  - b) Schedule of Requirements;
  - c) Evaluation Criteria;
  - d) Bid Forms (including technical forms and financial forms);
  - e) Draft Standard Contract including Special Conditions of Contract (with Annexures) and General Conditions of the Contract, and Integrity pact.
- 11.2 The "Invitation for Bids" (IFB) Notice is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the IFB Notice and the Bidding Documents listed in 11.1 above, the Bidding Documents shall take precedence.





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10		11.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and shall result in the rejection of its bid.
12.	Clarification(s) on Bidding Documents.	A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing through EPADS. The Procuring Agency shall respond in writing through EPADS to any request for clarification(s) of the bidding documents, which it receives not later than seven (7) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents through EPADS.
13.	Amendment(s) to the Bidding Documents.	13.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s) through EPADS
		13.1 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through EPADS Portal and shall be binding on them.
		13.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.
Prep	aration of Bids	
14.	Language of Bids.	14.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.
15.	Documents comprising the Bids.	15.1 The Bid shall comprise of the Bid Forms of this Bidding Document and all that ancillary documentation submitted through EPADS that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in <b>Section VI.</b>
		15.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents submitted through EPADS, indicating the goods to be supplied, a brief description of the





		goods, their general and specific characteristics, ancillary services that
		the bidder is willing or required to provide along with the proposed price.
16.	Bid Price	16.1 The Bidder shall indicate on the appropriate form through
		EPADS prescribed in this Bidding Document the unit prices and total
		bid price of the security services, he proposes to supply under the
		Contract.
		16.2 Form prescribed for quoting of prices through EPADS, should
		be typed and printed on the bidder's letterhead. Any alteration/correction
		must be initialed. Every page of the bid is to be signed and stamped at
		the bottom.
		16.3 The Bidder should quote the prices of Security Services
		according to the Schedule of Requirement as provided in <b>Section IV</b> of
		this document. The Schedule of Requirement, different from the required specifications, shall straightway be rejected.
		specifications, shall straightway be rejected.
		16.4 The Bidder is required to offer a competitive price. All prices
		must include all the taxes and duties, where applicable. If there is no
		mention of taxes, the offered/ quoted price shall be considered as
		inclusive of all prevailing taxes/ duties. The bidder shall be responsible
		for all new taxes, if any, levied by the Government until completion of
		the contract.
		16.5 The benefit of exemption from or reduction in the taxes and
		duties shall be passed on to the Procuring Agency.
		16.6 Prices offered should be for the entire Security services
		demanded in the Schedule of Requirement; partial security services offer
		shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid.
		as non-responsive bid.
		16.7 While making a price quote, trend/inflation in the rate of security
		services in the market should be kept in mind. No request for increase
		in price, due to market fluctuation and/or rupee depreciation, in the cost
		of security services shall be entertained.
		16.8 The Security Company would be responsible to cover all
		financial rates of Security Guards, including payment of salary and
		compensation to the Guards and all type of taxes and levis whether
		acquired through collective bargaining or otherwise and all the
		expenditure for providing allied services.
		expenditure for providing affect services.
		16.9 Any increase or decrease in any levies or rates imposed by
		the Government/CBA, wages and/or salaries fluctuation in market
		rates of equipment, materials, etc. during the currency of this
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		agreement shall be on the Security Company's account and no
		claims for such increase shall be entertained by the CPI.
		16.10 Any taxes/duties already in place or levied by the Government during the currency of the agreement will be on Security Company's account and no claim shall be entertained by the CPI. If during the subsistence of this agreement or any renewal thereof any cess, tax charges or surcharge is levied in respect of the services which are subject of this agreement, by the Federal, Provincial or Local Government. Such cess, tax charges or surcharge, as the case may be, shall be payable by the Security Company.
		16.11 The CPI will not be liable to make any extra payment if the Security Company is to provide services in the event of any civil commotion, war, enemy action, hostilities, act of God or any other circumstance etc.
		16.12. The Security Company / Firm will keep the CPI free of any liability for the cause of compensation/ legal course, if any employee of the Security Company claims in case of their injury, death etc.
		16.13. Any claims of injuries, loss of limb or life of labor and other workers engaged/employed by the Security Company for operations under this agreement or work connected directly or indirectly with the agreement shall be settled and paid by the Security Company. The CPI shall in no way be responsible for any compensation in this connection.
17.	<b>Bid Currencies</b>	Prices shall be quoted in Pak Rupees.
18.	Supporting Documents to judge specification	The bidder shall provide the leaflets/brochures/catalogs of the company and its services with the bid through EPADS.
19.	Documentation on Eligibility of Bidders	Bidder shall furnish, as part of its bid (along-with Bid Forms & Price Schedule) following documentary evidence through EPADS, to establish their eligibility and qualifications to perform the Contract if his bid is to be accepted: -
		i. The firms must have minimum experience of five (5) years from the date of Incorporation/Registration. Firm is required to provide incorporation/registration





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certificate	with	Government	<b>Body/Institution</b>	and
SECP.				

- ii. The bidder must have successfully completed at-least three (03) contracts of similar nature as requisitioned in the Bidding Document, during last five (05) years.

  Documentary evidence to this effect must be provided with the Bid, which includes copy of contract.
- iii. Certificate of NTN & STRN along-with Active Status on ATL (Active Taxpayer List both for NTN & STRN).
- iv. Bidders should provide proof of License/NOC issued by Ministry of Interior, Govt. of Pakistan.
- v. Holding Communication wireless license for the equipment/gadgets from PTA.
- vi. Updated renewal of arms license.
- vii. Performance certificates issued by at least 3 clients for providing security services in last three (03) years.
- viii. An undertaking on stamp paper duly attested by the Oath Commissioner/Notary Public to the effect that the company or its employees never involved in any litigation and the company has never been blacklisted by any Government organization.
- ix. Details of Bid Security including date of issue and date of validity. Amount may not be mentioned in the technical bid. However, it must be declared on official letter head that a bid security Rs. 260,000/- of the total quoted amount is enclosed with financial proposal.
- x. Complete Profile of the Company
- xi. The bidder must have proper Office setup i.e. outlet or branch office in Rawalpindi/Islamabad and landline telephone facility.
- xii. Audited financial statements for the last 3 years.
- xiii. An undertaking on Stamp paper that Security Company is financially sound to pay the salaries of deputed security guards and other related expenses for 4 months.
- xiv. The PSC will provide an **affidavit** along with bidding documents that they will follow all the procedures mentioned in the Policy on Establishment and Functioning of Private Security Companies-2018 as amended time to time issued by the Ministry of Interior.
- xv. The CPI reserves the right to demand/call any other information for the sake of documents/ information.

Details are covered in the **Section V** containing Evaluation criteria.





20.	Bid Security	20.1 The Bidder shall furnish, as part of its bid through EPADS, a Bid Security Rs. 260,000/- of the total Quoted amount in the shape of pay order/demand draft/ call deposit in the name <b>Drawing &amp; Disbursing Officer (DDO), CPI</b> . Unsuccessful bidder's Bid Security shall be discharged or returned soon after announcement of the successful bids.  20.2 The Bid Security (in the shape of pay order/demand draft/ call deposit) shall be UPLOADED on the EPADS. However, the original Bid
		Security shall be submitted in a small envelope at address "Director (CPI), Sector G-6/3, St # 07, Shaheed-e-Millat Road, Islamabad" or must be produced in original at the time of Bid Opening
		20.3 The successful Bidder's Bid Security shall be discharged upon signing of contract, furnishing of the performance/bank guarantee and confirmation of the performance/bank guarantee by the CPI with the Bank of the successful bidder.
		20.4 The bid Security may be forfeited:
		(a) if a Bidder withdraws its bid during the period of bid validity;
		or (b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security (if any).
		20.5 Bid Security of the successful Bidder(s) will be retained subject to the terms and conditions specified in this bidding document. Bid security of those bidders whose Bid(s) is/are not accepted for any reason, their bid security, will be returned.
21.	Bid Validity	21.1 Bids shall remain valid for <b>120 days</b> after the date of opening of technical bid prescribed by the Procuring Agency. A bid having validity for a shorter period shall be rejected by the Procuring Agency as non-responsive.
		21.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
		21.3 Bidders who;
		(a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
		(b) Do not agree to an extension of the bid validity period shall





	<i>y</i>		
		be allowed to withdraw their bids without forfeiture of their bid securities.	
Subr	nission of Bids		
22.	Sealing and Marking of Bids	22.1 The "Technical Bid" and "Financial Bid" shall be submitted through EPADS ( <a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a> ) on the date and time prefixed in the Invitation for Bids (IFB).  22.2 The Bids submitted through Hard Copy, fax, email or any method other than EPADS shall not be entertained.	
23.	Deadline for Submission of Bids	23.1 Bids must be submitted through EPADS (https://eprocure.gov.pk/) by the Bidder on/or before 11:00A.M by 25 <sup>th</sup> March, 2025.  23.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 13 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.	
24.	Late Bids	Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 23 shall not be submitted at EPADS.	
25.	Withdrawal of Bids	25.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline/closing time & date prescribed for submission of bids at EPADS.  25.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.	
Open	Opening and Evaluation of Bids		





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26. Opening &
Evaluation of
Technical &
Financial Bid by
the Procuring
Agency

- 26.1 The "Technical & Financial Bids" received through EPADS, shall be opened on the same day by the Procuring Agency publicly in the presence of the Bidders or their representatives who may choose to be present in the CPI, Sector G-6/3, St # 07, Shaheed-e-Millat Road, Near Melody, Islamabad, Ministry of Human Rights (MoHR) on 25<sup>th</sup> March, 2025 at 11:30 A.M.
- 26.2 All Bidders in attendance shall sign an attendance sheet.
- 26.3 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of Technical Evaluation bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations, specifically Clauses: 14, 15, 16, 19, 20, 21 & 22. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation for technical Bids and Bid Security for Financial Bids. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 26.4 The Technical Bids shall then be evaluated conforming perf of the offered item's technical specifications with the demanded ones.
- 26.5 The Financial Bids of technically qualified (i.e. compliant to schedule of requirements and other terms & conditions) bidders shall be opened publicly on a specified date, time and venue.
- 26.6 The Procuring Agency shall open one Financial Bid at a time and read out aloud its contents which may include name of the Bidder, items bided for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (**Opening of Bids**).
- 26.7 In the Financial Bids the arithmetical errors shall be rectified on the following basis:
  - a) If there is a discrepancy between the unit price 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.
  - b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.

If there is a discrepancy between words and figures, the amount in words shall prevail.





27.	Rejection of Bids	27.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. The Procuring Agency may upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
		27.2 Bidder must not indicate directly or indirectly their financial bid anywhere in the technical bid. Any such disclosure, in any manner, shall result in summary rejection of entire bid of the concerned bidder, on spot.
		27.3 Conditional or incomplete bid/bids shall be rejected.
		27.4 The bid/bids received with over-writing, cutting and doubtful figure shall be rejected.
		27.5 The Procuring Agency incurs no liability, solely by virtue of its invoking Rule 33 of PPR 2004, towards Bidders who have submitted bids.
		27.6 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.
28.	Re-Bidding	28.1 If the Procuring Agency rejected all bids in pursuant to ITB Clause 27, it may call for a re-bidding as per PPRA Rule 34.
		28.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.
29.	Announcement of Evaluation Report	Announcement of Evaluation Report will be as per PPR, 2004 as per PPRA Rule 35.
30.	Contacting the Procuring Agency	30.1 No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.
		30.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.
Awar	d of Contract	
31.	Acceptance of Bid	The Bidder whose bid is found to be most closely conforming to the





	and Award Criteria	Evaluation Criteria prescribed in <b>Section V</b> and having the most advantageous bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the Contract, within the original or extended period of bid validity.
32.	Procuring Agency's Right to vary quantities at the time of Award	The Procuring Agency reserves the right at/after the time of award of Contract to increase or decrease, the number of security guards in the Schedule of Requirements without any change in unit price or other terms and conditions.
33.	Notification of Award	<ul> <li>33.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that his bid has been accepted.</li> <li>33.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.</li> <li>33.3 The enforcement of the Contract shall be governed by Rule 44 of</li> </ul>
34.	Signing of Contract	the PPRA, 2004.  34.1 After the notification of award, the Procuring Agency shall send the successful Bidder the Contract Form provided in the bidding documents
		34.2 The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document.
		34.3 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Procuring Agency may award the contract to the next lowest evaluated Bidder or call for new bids.
35.	Performance Guarantee	35.1 The Firms, within 15 days of signing of this contract shall furnish a Performance Guarantee @ 10% of the total Contract Cost of Financial Proposal for 1 year, on the Form and in the manner prescribed by the Procuring Agency.
		In case of extension in contract period, the firm shall resubmit the fresh performance guarantee for the extended period.
		35.2 If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following:  i. certified cheque, cashier's or manager's cheque, or bank draft;
		ii. irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated





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- iii. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
- 35.3 The Bid Security submitted by the successful bidder at the time of submitting its bid shall be returned to the successful Bidder after deployment of the Security services and furnishing of the performance/bank guarantee and confirmation of the performance/bank guarantee by the CPI with the Bank of the successful bidder.
- 35.4 Failure to provide a Performance Guarantee by the successful Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next most advantageous bidder or call for new bid.
- 35.5 Performance Guarantee of the successful bidder shall be forfeited, if Security Company fails to provide the services as per tender terms & conditions / agreement.



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#### **SECTION III**

#### **Definitions**



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#### 3. **DEFINITIONS**

- 3.1. **Security Supervisor** means, a person to be employed as Supervisor who is retired (JCOs) Junior Commission Officer of Armed Forced, is within age 40-50 years in proper uniform and who is on the payroll of Security Company / Firm and trained to provide the Security Services and equipped with essentially required logistics supports for effective monitoring and communication. Person shall possess leadership skills and administrative control over the Security Guards posted by the Security Company / Firm against this agreement. He shall have working knowledge of Front Role Public Handling and Security Management Skills.
- 3.2. **Armed Guard** means, a person in proper uniform having experience of field intelligence or Military Police or Armed Force, who is on the payroll of Security Company and trained to provide the Security Services and equipped with useful arm & ammunition like Pistol, 8 mm and Repeater, along with valid license and other essentially required support for effective monitoring & communication which is required to provide the sufficient Security Services on the place of posting and vicinity. He shall have working knowledge of Front Role Public Handling and Security Management Skills. He must always possess active mobile phone (cellular phone) to communicate with the security personnel and the Security In-charge on site.
- 3.3. Un-Armed Guard means, a person in proper uniform who is on the payroll of Security Company and trained to provide the Security Services and equipped with essentially required support for effective monitoring & communication, which shall be required to provide the sufficient Security Services on the place of posting and vicinity. He shall have working knowledge of Front Role Public Handling and Security Management Skills. He must always possess active mobile phone (cellular phone) to communicate with the security personnel and the Security In-charge on site.
- 3.4. **Lady searcher,** some female security personnel who is on the payroll of Security Company and trained to interact with female visitors and search the hand bags and other possessions of female visitors as per security protocols. She must be matriculate and have good communication/ public dealing skills to welcome visitors at the front desk.
- 3.5. **Place of Posting** means the area where the specific Guard has been posted to provide the Security Services, in writing by the appropriate CPI.
- 3.6. **Shift** the uninterrupted duration of twelve hours beginning from 8:00 AM to 8:00 PM and 8:00 PM to 8:00 AM for day and night shifts, respectively.
- 3.7. **Backup Support** means the logistic and communication support available with the company to provide assistance to the security guards, when required, for ensuring security of the premises.





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## SECTION IV SCHEDULE OF REQUIREMENTS





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#### 1. PLACEMENT OF GUARDS AND ALLIED SERVICES

- 1.1 Security Guards/ Supervisors shall be provided without gap for twenty-four (24) hours per day and seven (7) days per week at the concerned premises. For this purpose, duty rosters of the supervisors/guards must be provided to the CPI site in-charge as well as Assistant Director (Admin), CPI.
- 1.2 The Security Company / Firm is responsible to provide security manpower, Armed Guards, Unarmed Guards, Lady searchers as per following minimum requirement/ standards:

#### 1.2.1. SECURITY SUPERVISOR

Age Limit: 25-45 years.

Education: Matric or Equivalent.

Retirement: Normal Health: Sound Health

Experience: Retired JCOs of Armed forces.

Discipline: No major disciplinary entry in the record of service.

Character Antecedents: Verified by the Local Police/ Special Branch.

#### **1.2.2.** *ARMED GUARD*

Age Limit: 25-45 years.

Education: Matric or Equivalent.

Experience: Minimum 10 years of experience with intelligence / Police / Armed Forces.

Discipline: No major disciplinary entry in the record of service.

Retirement: Normal Health: Sound Health

Character Antecedents: Verified by the Local Police/ Special Branch.

#### 1.2.3. UN-ARMED GUARDS

Age Limit: 25-45 Years.

Education: Matric or Equivalent.

Experience: Minimum 5 years of experience in Govt. or Reputed organization Discipline: No major disciplinary entry in the record of service with the company.

Fitness: In case of civilian trained guards, must have mandatory physical fitness required for employment

in armed forces along with security training certificates.

Health: Sound Health

Character Antecedents: Verified by the Local Police/ Special Branch.

#### 1.2.4. LADY SEARCHER

Age Limit: 25-40 Years.





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Education: Matric or Equivalent.

Experience: Minimum 5 years of experience in Govt. or Reputed organization Discipline: No major disciplinary entry in the record of service with the company.

Fitness: In case of civilian trained guards, must have mandatory physical fitness required for employment

in armed forces along with security training certificates.

Health: Sound Health

Character Antecedents: Verified by the Local Police/ Special Branch.

#### 1.2.5. DRESS CODE

Minimum two (02) pairs of uniforms and shoes per years must be provided by the Security Company to each individual.

#### Winter:

Male: Shirts, Trousers, Pullover, Belt, Jockey cap or Barrette, Shoes, Sweater and Leg Warmers (Ranger

Type Uniform)

Female: Long Shirts, Trousers, belt, Shoes, Head Scarf, Sweater and Leg Warmers

#### **Summer:**

Male: T-Shirts, Trousers, Jockey Cap or Barrette, Belt, Shoes (Ranger Type Uniform)

Female: Long Shirts, Trousers, belt, Shoes, Head Scarf

- 1.2.6. Security Company / Firm shall provide to the employer all the details of Guards along with copy of CNIC, copy of Service Card, copy of clearance/character certificate from Local Police/ Special Branch, copy of service book (in case of ex-army guard), copy of security training certificate (in case of civilian trained guards), and other required details/information, if notified, one week prior to placement of Guard to the place of posting.
- 1.2.7. Security Company / Firm will ensure that the Security Guard is active, healthy and free from any diseases (physical or mental). Allowed age limit for placement of Security Guard is 25-45 years.
- 1.2.8. Security Company / Firm will ensure that one guard does not perform continuous duty in two shifts. The Guards detailed at any site shall not be posted/transferred/replaced without prior approval of the Assistant Director (Admin), CPI, Islamabad.
- 1.2.9. During leave of Guard, the Security Company will provide alternate guard. Absence of guards from duty will be offset against the monthly bill at actual rates.
- 1.2.10. Security Company / Firm will ensure that the Security Guard is educated, well trained and firefighting equipment trained. The guards must have at least one-year experience of any Security Company and at least fifteen bullets/cartridges shall be available with each armed guard.





- 1.2.11. Schedule for posting of Security Guards shall be prepared and issued by Site Incharge with prior approval of Assistant Director (Admin), CPI, Islamabad.
- 1.2.12. Guards shall be on the pay roll of Security Company, preferably on the permanent slot, otherwise, in case of contractual employment, minimum period should be not less than six months.
- 1.2.13. During the event of replacement of Security Guards, the requisite details in respect of the new guard shall be invariably submitted to the Assistant Director (Admin), CPI for record. Without such intimation the guard shall not be accepted for duty and emoluments claim for such Guard shall not be entertained.
- 1.2.14. Security Company / Firm shall ensure placement of Guards, strictly in accordance with agreement, Terms and Conditions of this Bidding document.
- 1.2.15. The Security Company will be responsible to provide the following additional facilities to the Security Guards at its own cost at following places: -
- 1.2.15.1. Every Guard should have a whistle along with torch at night.
- 1.2.15.2. Supervisor, if he is not available, then the senior most Guard, should have Cellular Phone facility with outgoing call facility to communicate with security personnel and the Security In-charge of the concerned office.
- 1.2.15.3. The Company / Firm will provide all equipment and tool as may be required for disposal of the security duties by the Guards under this contract.
- 1.2.15.4 The Company / Firm must provide Mobile Quick Response Force (MQRF) vehicle along extra security staff to strengthen their security services on demand.
- 1.2.15.5 The Company / Firm must provide at least 04 wireless walkie talkie sets to their guards.
- 1.2.15.6 The Company / Firm shall provide other security gadgets as per requirement.
- 1.2.15.7 The Company / Firm shall have the facility to provide food, own guard residence, pick & drop services on their official company vehicle.
- 1.2.15.8 The Company / Firm shall provide extra security services to guard the event of clients.
- 1.2.15.9 Any other terms used in this tender shall be treated as its original and understandable meaning in respect of provision of Security Services smoothly.
- 1.2.15.10 Lethargic, inefficient, over and below age guards will not be accepted.





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1.2.15.11 The Security Company will ensure that one guard does not perform continuous duty in two shifts. In case of such arrangements, the wage of such guards for the number of days shall be deducted from the monthly bill of the company.

#### 2. SECURITY MEASURES

- 2.1. The Security Company shall maintain the proper record at main gate during the **IN & OUT** of vehicle/visitors at site. A separate permanent register, indicating entry and exit of vehicles be maintained. A register for entry/ exit of visitors shall be separately maintained.
- 2.2. The Security Company shall be responsible to ensure the safety and security of the CPI's assets (moveable and immovable) including official vehicles parked in premises.
- 2.3. Arms/ weapons shall new and fully functional for ensuring security measures. Armed Guards must be equipped with sufficient cartridges.
- 2.4. The Security Company shall maintain an attendance register of the security guards and will obtain signatures of the Controlling officer(s) of the CPI thereon on daily basis. A copy of the attendance sheet, duly verified by the concerned officer, shall accompany the monthly bill.

#### 3. GENERAL CONDITIONS

- 3.1. The CPI at its discretion can increase/ decrease the number of security guards and lady searchers, on already quoted and approved rate of payment and on the same terms & conditions, on the request of relevant In-charge in case of emergencies. The verbal intimation would be duly followed by written request mentioning therein the circumstances / reasons on next day.
- 3.2. In case number of guards increased/ decreased upon directives of the CPI, the payment shall be made/ adjusted on the already approved tender rates.
- 3.3. Security Company shall ensure the placement of Guards, strictly in accordance with agreement/ Terms and Conditions of the Bidding documents.
- 3.4. In case of absence of any Security Guard, the Security Company shall be liable to provide the required strength at site otherwise the CPI reserves the right to impose the penalty as per agreement/ Bidding document.
- 3.5. The Security Company will provide physically fit and sound in health armed guard, properly uniformed and ensure that each guard must have following documents: -
  - 3.5.1. Attested photocopy of NADRA Computerized Card.
  - 3.5.2. Original Service Card issued by the Security Company.
  - 3.5.3. Photocopy of license/ certificate of weapon held by the guard.





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- 3.5.4. Copy of Certified discharge work issued by Ex-Armed Forces or training certificate for civilian guards.
- 3.6. The agreement would take effect from the date of signing and shall continue in force for a period of one year unless and until it is terminated in accordance with the provisions of the bidding documents. The agreement can be extended by the CPI for another year, with the consent of the Security Company, on the same rates and conditions on satisfactory performance.
- 3.7. One-month prior notice in writing shall be served by either party for termination of contract. Upon the termination of the agreement, the Security Company shall be permitted to remove all its apparatus and equipment which may have been placed in the premises.

#### 4. REQUIREMENT OF SECURITY/ DEPLOYMENT OF SECURITY PERSONNEL

4.1. The Security Company shall commence security services at each station/ location immediately after issuance of letter/ notification of award as per following deployment of security guards, lady searcher and security equipment:

#### A. DAY SHIFT (8:00 AM to 8:00 PM)

Location		Requirement of Secur Guards		Security		Required Equipment	
	Supervisor	Armed Guards	Un- Armed Guards	Lady searcher/ reception	Total Personnel	Walkthrough gates	Handheld metal detector
CPI, Islamabad	-	1	1	1	3	-	3
Total	-	1	1	1	3		3

#### B. NIGHT SHIFT (8:00 PM to 8:00 AM)

Location		Requirement of Security Guards			Required Equip		
	Supervisor		Un- Armed Guards	Lady searcher/ reception	Total Personnel	Walkthrough gates	Handheld metal detector
CPI, Islamabad	-	1	1	1	3	-	3
Total	-	1	1	1	3	-	3





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## SECTION V EVALUATION CRITERIA





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#### **Evaluation Criteria:**

Initial Screening of bids will be done on the basis of following mandatory parameters. In case of deficiency in mandatory parameters, the bid will be declared as non-responsive and will be rejected.

- i. The firms must have minimum experience of five (5) years from the date of Incorporation/Registration. Firm is required to provide incorporation/registration certificate with Government Body/Institution and SECP.
- ii. The bidder must have successfully completed at-least three (03) contracts of similar nature as requisitioned in the Bidding Document, during last five (05) years. **Documentary evidence to this effect must be provided with the Bid, which includes copies of the contract.**
- iii. Certificate of NTN & STRN along with ATL (Active Taxpayer List both for NTN&STRN).
- iv. Bidders should provide proof of License/NOC issued by Ministry of Interior, Govt. of Pakistan.
- v. Holding Communication wireless license for the equipment/gadgets from relevant agency.
- vi. Updated renewal of arms license.
- vii. Performance certificates issued by at least 3 clients for providing security services in last three (03) years.
- viii. An undertaking on stamp paper duly attested by the Oath Commissioner/Notary Public to the effect that the company or its employees never involved in any litigation and the company has never been blacklisted by any Government organization.
- ix. Details of Bid Security including date of issue and date of validity. Amount may not be mentioned in the technical bid. However, it must be declared on official letter head that a bid security Rs. 260,000/of the total quoted amount is enclosed with financial proposal.
- x. Complete Company Profile
- xi. The bidder must have proper Office setup i.e. outlet or branch office in Rawalpindi/Islamabad and landline telephone facility.
- xii. Audited financial statements for the last 3 years.
- xiii. An undertaking on Stamp paper that Security Company is financially sound to pay the salaries of deputed security guards and other related expenses for 4 months.
- xiv. The CPI reserves the right to demand/call any other information for the sake of documents/information.

#### **Technical Evaluation:**

Detailed Technical Evaluation will be done for Bidders who qualify the preliminary / Mandatory Eligibility criterion mentioned above. The detailed technical evaluation criteria mentioned in the BID Form-3. Total marks for the technical evaluation criteria are 70 and the weightage is 80%.

#### **Financial Evaluation:**

The Financial bid of the technical qualified bidder will be opened. The Financial <u>proposal marks are 30 marks and the weightage is 20%</u>. After technical and Financial Evaluation of the bids the contract will be awarded to the most advantageous bidder.

#### **Most Advantageous Bidder:**

The bidder who scores highest marks in combined evaluation (Technical and Financial) will emerge as most advantageous bidder.



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### SECTION VI BID FORM



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#### **Letter of Intent (Will be generated through EPADS)**

#### Bid Ref No. 4-7/2021-CPI

Date of the Opening of Technical Bid

Name of the Contract: {Add name}

To: [CPI, Ministry of Human Rights (MoHR), Islamabad]

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers& Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the time lines specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents and have duly provided bid security Rs. 260,000/- of the total bid value, in the shape of pay order/demand draft/ call deposit in the name of \_\_\_\_\_\_ with our Financial Bid.

Dated this [insert: number] day of [insert: month], [insert: year].

Signed:

*In the capacity of [insert: title or position]* 

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]



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#### BID FORM 2

Name of the Firm

Bid Reference No: 4-7/2021-CPI

Date of opening of Bid.

Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids

	Required Documentation	Supporting Document's	Annex/
S.No	Kequil eu Documentation	Name	Reference
1	The firms must have minimum experience of five (5) years from the date of Incorporation/Registration. Firm is required to provide incorporation/registration certificate with Government Body/Institution.		
2	The bidder must have successfully completed at-least three (03) contracts of similar nature as requisitioned in the Bidding Document, during last five (03) years. <b>Documentary evidence to this effect must be provided with the Bid, which includes copies of contracts.</b>		
3	Certificate of NTN & STRN along-with Active Status on ATL (Active Taxpayer List both for NTN & STRN).		
4	Bidders should provide proof of License/NOC issued by Ministry of Interior, Govt. of Pakistan.		
5	Holding Communication wireless license for the equipment/gadgets from relevant agency.		
6	Updated renewal of arms license.		
7	Performance certificates issued by at least 3 clients for providing security services in last three (03) years.		
8	An undertaking on stamp paper duly attested by the Oath Commissioner/Notary Public to the effect that the company or its employees never involved in any litigation and the company has never been blacklisted by any Government organization.		
9	Details of Bid Security including date of issue and date of validity. Amount may not be mentioned in the technical bid. However, it must be declared on official letter head that a bid security Rs. 260,000/- of the total quoted amount is enclosed with financial proposal		
10	Complete Profile of the Security Company		
11	The bidder must have proper Business setup i.e. outlet or branch office in Rawalpindi/Islamabad and landline telephone facility.		





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12	Audited financial statements for the last 3 years	
13	An undertaking on Stamp paper that Security Company is financially sound to pay the salaries of deputed security guards and other related expenses for 4 months.	
14	The PSC will provide an <b>affidavit</b> along with bidding documents that they will follow all the procedures mentioned in the Policy on Establishment and Functioning of Private Security Companies-2018 or amended time to time issued by the Ministry of Interior.	

Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12, if applicable.

We, the undersigned declare that

- (a) The information contained in and attached to this form is true and accurate as of the date of bid submission
- (b) It is also certified that no change (s)/amendment (s) has/have been made in the documents available on MoHR's and PPRA' Website and/or issued on proprietary basis. In case, found guilty of any tempering to the Tender Documents, severe disciplinary action will be taken against my firm."

Authorized Signature:
Name and Title of Signatory:
1 wind will 1 in or 2 gimory.
Name of Bidder:
Traine of Brader.
Address:





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#### **BID FORM 3**

#### TECHNICAL EVALUATION CRITERIA FOR PRIVATE SECURITY COMPANIES

Company / Firm Name:	<b>Date:</b>
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Company Profile	
Satisfactory service performed by Security Company/Firm	10 Marks
i. Less than 5 years	0
ii. Up to 5 to 6 years	05
iii. Up to 7 years to 9 years (Certificate enclosed)	07
iv. Up to 10 years and above (Certificate enclosed)	10
Provide the detail of Ex-Army Personal / Armed Guard along with weapons	15 Marks
and ammunition held by the Company with license.	
i. Ex-Army Personal (30 and above). List to be Attached	15
ii. Ex-Army Personal (20 and above). List to be Attached	10
iii. Ex-Army Personal (less than 20). List to be Attached	05
Type of Weapons	10 Marks
Automatic (1 mark per 5 license, 0 marks less than 5 license): Total Marks: 5	
Semi-Automatic (1 mark per 10 license, 0 marks less than 10 license). Total	
Marks: 5	
Security Training	10 Marks
The Security Company must have provided mandatory trainings to the Un-	
Armed Guards (civilian) through a registered security institute. List of guards	
and trainings certificate held by the guards is to be provided	
Training of Guards:	
i. In house training provided by the company itself (Total Marks: 05	
Marks). Copy of trainings provided is to be attached.	
ii. Training Provided by the Govt. Security Agencies (Total Marks: 10).	
Copy of trainings provided is to be attached.	
Experience Related to the Similar Assignment i.e	20 Marks
i Hostels, Shelter Homes (Copy to be Attached)	
\ 15	
	5 Marks
i. Above 30 M	05
	i. Less than 5 years  ii. Up to 5 to 6 years  iii. Up to 7 years to 9 years (Certificate enclosed)  iv. Up to 10 years and above (Certificate enclosed)  Provide the detail of Ex-Army Personal / Armed Guard along with weapons and ammunition held by the Company with license.  i. Ex-Army Personal (30 and above). List to be Attached  iii. Ex-Army Personal (20 and above). List to be Attached  iii. Ex-Army Personal (less than 20). List to be Attached  Type of Weapons  Automatic (1 mark per 5 license, 0 marks less than 5 license): Total Marks: 5  Semi-Automatic (1 mark per 10 license, 0 marks less than 10 license). Total Marks: 5  Security Training  The Security Company must have provided mandatory trainings to the Un-Armed Guards (civilian) through a registered security institute. List of guards and trainings certificate held by the guards is to be provided  Training of Guards:  i. In house training provided by the company itself (Total Marks: 05 Marks). Copy of trainings provided is to be attached.  ii. Training Provided by the Govt. Security Agencies (Total Marks: 10). Copy of trainings provided is to be attached.  Experience Related to the Similar Assignment i.e  i. Hostels, Shelter Homes (Copy to be Attached)  2 Marks for One (1) Client. Total Marks= 10 i.e (2x5)  ii. Banks & Schools (Copy to be Attached)  2 Marks for One (1) Client i.e (2x5) =10. Total Marks= 10 i.e (2x5)





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ii. 21 M – 30 M	04	
iii. 10 M – 20 M	02	
iv. Below the 10 M	0	
Total Marks	70	
Required Marks for Technical Qualification	80 %	

#### Note:

- i) The bidder is required to enclose the documents/information as mentioned in the bidding documents otherwise the bid shall not be considered. Mandatory documents must be submitted.
- ii) Those firms/ companies who obtain 56 Marks (80 %) out of 70 Marks in the technical evaluation, their Financial Bid Shall be opened and the Most Advantageous Bidder who scores highest marks in combined evaluation (Technical Score + Financial Score) will emerge as most advantageous bidder.





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#### Firm's Past Performance.

Name of the Firm:	

Bid Reference No:4-7/2021-CPI

Date of opening of Bid:

Assessment Period: (Minimum Five Years as per Evaluation Criteria) /

Name of the Institution	Contract No.	Description Of Contract	Total Price of Contract	Date of Completion	Institution's Performance Certificate for the Security firm

Bidders may use additional Sheets if required. All certificates are to be attached with this form.





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# FINANCIAL BID FORM 5

	Pr	ice Schedule		
1. Name & Address	of Bidder:			
Telephone:				
Fax:				
Email:				
Sales Tax Number				
National Tax Num 2. Placement of secu		CDI Jalamahad a	t following ro	tos:
	•	Ci i, isiamabad a I to 08:00 PM) /	· ·	ies.
Required Service	Unit Price	Tax Amount	Qty.	Total Price (inclusive of all Taxes)
Armed Guard			1	
Un-Armed Guard			1	
Lady Searcher			1	
	Total Amo	unt		
b) Evening sl	hift (08:00 PM	to 08:00 AM) /	12 Hours	
Required Service	<b>Unit Price</b>	Tax Amount	Qty.	Total Price (inclusive of all Taxes)
Armed Guard			1	
Un-Armed Guard			1	
Lady Searcher			1	
	Total Amo	unt		
Total Financial Proposa	l Cost = Total	Cost a+ Total C	ost b	
3. We shall abide by	all the terms ar	nd conditions of t	he tender.	
4. We understand that	nt, in case of an	y difference of qu	oted price in	words and digits, the lowest
quoted price will b	e considered, a	s quoted price.		
5. Bids Security show	ald be enclosed	along with the fi	nancial propos	sal.
Signature:				
Name:				
Designation:				
CNIC No.		(copy	enclosed)	
Date:				
Official Seal/ Stamp:				





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#### **Performance Guarantee**

To: [Director General, CPI, Ministry of Human Rights (MoHR), and Islamabad]

Whereas [Name of Security Firm] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [4-7/2021-CPI] dated [date] to provide Security Services [ (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Security Firm shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10 % of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Firm Performance Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Security Firm, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Security Firm [Name of the Firm] 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 theOne Year)	day of	,	2023/2024	(for
Signature and Seal of the Guarantors/ Bank				
Address				
Date				



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# SECTION VII DRAFT STANDARD CONTRACT



OF HUMAN AGENTS

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# **CONTRACT**

ANNEX-A

Security M/s	Services	Agreement	between	Child	Protection	Institute	(CPI)	and
child Prot and "Company The Comp	") for the Sec any shall pro	ontract ("the contract ("The contrac	ng its main or the persons addeterrence ag	and proper	5/3, Islamabad, (h rty set out in the unauthorized,	ereinafter is agreement. illegal or po	called C called WHERE otentially	the AS, life
1. Purpo	ose:							
	that meet i	ntract is to procu	-			•		
2. Term	<u>s</u> :							
shall com unless ear for further right to te assigning	mence on lier terminater one year on erminate this any reason.	ed in accordance same terms and agreement by girthe company man proper justificat	and s with the term conditions a ving one mon y also, at any	shall continues of this Constant of this Constant of the control o	nue until or a ontract. This against the billioned in the billioned in the billioned iving an advar	boutgreement may idding document the Comp	y beexten nent. CPI pany with	nded has nout
3. Contr	ract Price:							
guard inc per mont	cluding all ta <b>h</b> to be paid a	provide <b>06 Sec</b> xes with a total at the end of ever sholding taxes at	financial imp y quarter on p	pact of <b>R</b> s rovision o	s f Invoice by th	/ <b>- includ</b> e Company.'	l <b>ing allta</b> The payn	nxes nent
4. Secur	ity Guards'	<b>Oualification:</b>						
CPI being etc. (b) The Corecord asy (c) The C	g a facility to ompany shall well as no his ompany shal	be used by the ensure that Sectory of human rel provide an under the weapons an	Government urity Guards i ights abuse. lertaking that	and priva it assigns t all of the	te officials and o CPI office has provided secu	d local/foreig ave no crimin arity guards h	gndignita nal histor nave relev	ries y or





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## 5. Security Guards' Conduct and Performance Standards:

- (a) The security services provided for by this Contract shall be performed by qualified, trained Security Guards, maintaining a professional demeanor at all times and in strict compliance with standards/norms.
- (b) The company shall comply with all applicable Pakistani laws and regulations in connection with the provision of services to the CPI under this Contract.
- (c). If for any reason whatsoever, the CPI believes that a Security Guard of the company is not properly carrying out his assigned duties pursuant to the terms of this Contract or not adhering to the standard practices in carrying out his assigned duties, The company will immediately address the situation and shall, at the request of the CPI, remove such Security guard from the performance of security services to be provided under this Contract. When removal is requested, The Company shall expeditiously substitute another security guard within a reasonable time frame.
- (d) Ensuring discipline of company's security guard force shall be the responsibility of the Company.
- (e) CPI's Admin Wing shall furnish an evaluation performa of contracted firm's security guards at the endof every month.

#### 6. Control of Security Guards and Interface between Security Guards and CPI:

- (a) The company shall appoint a Supervisor to directly liaison with the CPI on a day-to-day basis on all security matters. The Supervisor shall follow the direction and security requirements for the Site, as determined by the CPI designated employees, agents and representatives managing this Contract.
- (b) The CPI shall designate employees, agents or representatives responsible for the coordination, administration and implementation of this Contract.

#### 7. Access:

- (a) The company shall provide a list comprising of 6 security guards in advance which will be considered as pool. All the replacements shall be made from that pool in case of contingency. No replacements will be allowed other than the pool.
- (b) The CPI shall provide the Security Guards access to its Site at the level, as determined by the CPI, necessary for the Company to provide the security services specified in this Contract. The CPI reserves the right to restrict or deny access to the Security Guards to areas of its Site that it deems unnecessary for provision of services under this Contract.
- (c) The Company shall not replace/ change any of its Security guards without prior intimation to CPI's Admin Department.

# 8. Identification. Equipment. Transportation and Life Support:

(a) <u>Identification</u>: The Company shall provide each Security Guard with a valid, Company-issued identification and Company Badge, both of which must be displayed, or in the Guard's possession, at all times inconnection with the provision of services to the CPI under this Contract. The CPI may provide each Security Guard with a Site-specific identification card, at its own expense, which, if so provided, shall be displayed at all times in connection with the provision of services to the CPI under this Contract.





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# (b) Equipment and Transportation:

The Company shall provide any and all equipment/transportation, including but not limited to uniforms and other items of clothing, weapons and ammunition, and guard equipment kit as arenecessary to carry out the duties under this contract. It also includes the obligation of the Company to ensure that all equipment used in connection with the provision of services under this Contract is maintained in good working order.

#### c) Life Support:

The Company shall provide food, lodging and other life support to any Security Guard engaged, assigned or employed by it in connection with the provision of services to the CPI under this Contract. This includes, but is not limited to, the obligation of the Company to erect, maintainand remove at the end of the Contract, at its sole expense, any temporary physical structures at the site of the CPI and the CPI provides express, advance, written approval to the Company toerect such temporary structures. If the CPI approves any temporary structure, the Company must ensure that such structure does not interfere with the CPI's operations or the security of the Site, which determinations shall be made by the CPI in its sole discretion

#### 9. Payment:

- (a) Except as provided below, the CPI will pay the Company the quarterly Contract price not later than thirty (30) working days from the submission of an acceptable invoice by the Security Firm/Company. An acceptable invoice will consist of an invoice, together with a certified payroll by guard name, daily shift logs and monthly shift summaries, guard identification number and salary entitlement.
- (b) The CPI will subsequently certify the payroll and shift logs as accurate, or notify the Company of any payroll discrepancies. In the case of discrepancies, the parties will make a good faith effort to resolve the discrepancies. Any salary discrepancies not resolved to the satisfaction of the CPI will be deducted from the following month's payment.
- (c) Should the Company fail to pay its employees the salary due and CPI can provide adequate proof of same, the CPI shall notify the Company of the shortfall and the amounts due and expect that the Company remedy the under payment within 10 calendar days of the notification provided by the CPI.
- (d) Payment to the Company by the CPI shall be in Pak Rupees.

#### 10. Payment to Security Guards:

The company will be bound to make payment of salary to their security guards within first 07 days of everymonth from its own resources.

#### 11. Extension of Contract:

This contract may be extended for a period of one year on the same terms and conditions subject to mutual consent of both the parties.

#### 12. Indemnity:

(a) The Company shall, at all times during the currency of this agreement, indemnify the CPI in full against actual losses and claims for injuries or damage to any person or property occasioned or





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caused by or resulting directly from the negligence or infidelity of company personnel, provided company shall not be responsible in any manner for any losses occasioned or caused by or resulting from the conduct (omission and commission) of the CPI or of the CPI's employees or due to natural calamities, disturbances, mob attacks, etc.

(b) The company shall indemnify the CPI and keep the CPI harmless in so far and to the extent that it is entitled to an insurance indemnity in the circumstances, against any and all losses, claims expenses or liabilities due to injury or death to security personnel which may result from or be incurred While engaged in the services contemplated under this agreement except to the extent that the CPI may by law be responsible to his / its own employees for workman's Compensation.

#### 13. Standard Operating Procedures:

The company shall strictly adhere with the Standard Operating Procedures issued by the CPI and Ministry of Interior from time to time failing which CPI reserves the right to cancel the contract or impose any penalty (financial or otherwise).

#### 14. Probation Period:

The firm will be under probation for a period of 03 months, if the performance of the firm during the period remains satisfactory then it will be allowed to complete the tenure as per signed agreement else the contract will be cancelled.

# 15. Conflict Resolution:

All questions, disputes, controversies or claims arising directly or indirectly out of or consequent to this agreement shall be settled by mutual negotiations. Should such negotiationsfail, the matter shall be referred to Secretary MoHR, whose decision will be final and binding for bath parties. The parties signing below hereby agree to the terms and conditions of this Contract by so signing below on this

The CPI:	The Company/ Firm:
Child Protection Institute:	M/s
By:	By:
Designation:	Designation:
Sign & Stamp:	Sign & Stamp:



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Annex. B

# **Schedule of Requirements**

Detail of schedule of requirement is given in Section IV.



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Annex. C

# **Schedule of Requirement for Securities Services**

# a). Specifications.

(Detailed technical specifications, given in Section IV, will be followed)



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Annex. D

# Price Schedule submitted by the Bidder.

(The approved price schedule submitted by the Bidder will be attached)





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(Sample of Work Order)

# **Work Order**

1.	Work Order No.	4-7/2021-CPI
2.	Date	
3.	Supplier/Firm Name	
4.	Supplier/Firm's Address	
5.	Firm Contact No.	
6.	Conditions of the contract:	

# a) Morning shift (08:00 AM to 08:00 PM) / 12 Hours

Required Service	Unit Price	Tax Amount	Qty.	Total Price (inclusive of all Taxes)
Armed Guard			1	
Un-Armed Guard			1	
Lady Searcher			1	
Total Amount				

# b) Evening shift (08:00 PM to 08:00 AM) / 12 Hours

Required Service	Unit Price	Tax Amount	Qty.	Total Price (inclusive of all Taxes)
Armed Guard			1	
Un-Armed Guard			1	
Lady Searcher			1	
Total Amount				

# Total Financial Proposal Cost (One Year) = Total Cost a+ Total Cost b\*12 Terms and Conditions:

	Quarter wise Payment pany through AGPR Isl	- C	h cross cheque in favour o	of the Security Firm
Signature:		<del></del>		
Designation: _				
Date:				
Official Stamp	):			





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# **Special Conditions of Contract (SCC)**

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.

#### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)-The Purchaser is: Child Protection Institute, Ministry of Human Rights (MoHR), Government of Pakistan, Islamabad

GCC 1.1 (i)-The Project Site is: CPI, G-6/3 opposite melody market, Islamabad

2. Inspection and Tests (GCC Clause 4)

N/A

3. Packing (GCC Clause 5)

GCC 5.2 - Packing & accessories: N/A

- 4. Transportation and delivery requirements of security services (GCC Clauses 6& 7)
- i. All costs associated with the transportation of the Security Guards shall be borne by the Security Company.
- 6. Payments (GCC Clause 9)

Payment for Services by the Security Firm/ Company shall be made in Pakistani Rupees, as follows:

- Payment shall be made on Quarterly basis within 30 (thirty) working days of receipt of the invoice along with verifiable paid wage receipt as per prevailing applicable Govt. Rules and Regulations to each Security Guard.
- Minimum net wage rate as per prevailing applicable Govt. Rules and Regulations shall be paid to each Security Guard without any deduction i.e. cost of uniform / weapons / any type of tax etc.
- The Security Company is required to submit the following documents along with bill:
  - o Invoice with covering letter, both duly signed and stamped by authorized officer.
  - Attendance sheet of the Guards daily and monthly duly verified by the Security Incharge and countersigned by Admin & Account (Officer), CPI, Islamabad.
  - Copy of any all correspondence made with the CPI or any other agency person/ Organization during that month regarding this contract
  - o Any other details/documents, if required by the CPI.
  - o The company will bound to provide monthly disbursement receipt of security guards.



OF HUMAN ARCHTS

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#### 7. Prices (GCC Clause 10)

GCC 10.1 - Prices shall be: Fixed.

#### 8. Liquidated Damages (GCC Clause 15)

#### GCC .15.1 - Applicable rate: Penalties for delayed delivery of IT hardware shall be as under:

- i. Any act on the part of firm deviating from any of the terms and conditions of the contract will be liable to penalty.
- ii. The Firm will be fined if the firm violates any clause of the contract agreement. The Assistant Director, (Admin & Accounts) Child Protection Institutes (CPI) or his designated officer will be empowered to impose a fine/penalty of Rs 2,000/- to Rs.5,000/-for each violation.
- iii. In case of non-placement of required guards/supervisors/ leady searchers, the CPI authority will have the right to deduct the amount of actual wage of the absent guards for each absence from the monthly bill of security company/ firm.
- iv. In case of deployment of one guard for continuous duty in two consecutive shifts, the whole or partial salary for such guard shall be deducted in addition to other penalty as deemed appropriate.
- v. Extra duties to staff and overtime will be liable to penalty of Rs. 1000/- for such event.
- vi. Fine of Rs.500/- per day will be imposed if the guard does not put on uniform during duty hours, or without service card or remains absent from the place of duty without permission.
- vii. In case of placement of un-armed guard or inefficient guard / placement of over-aged guards, lethargic guards, guards, without proper uniform/ weapon license, the CPI reserves the right to deduct the whole or partial salary for such guard in addition to other penalty as deemed appropriate by CPI.
- viii. The Firm will have to pay for any damages caused to the property of Child Protection Institute (CPI) by their staff or due to negligence of their staff during discharge of their duty. It includes any loss or theft in any area of CPI. The damage will be assessed by the Child Protection Institute's (CPI) administration which will not be opened to review and the Firm will be liable to pay for the losses suffered by CPI.
- ix. In case of serious or gross violation of contract agreement / SOPs of CPI, the Competent Authority, Child Protection Institute (CPI) will have the right to terminate the contract without any prior notice to the firm.
- x. If the company suddenly leaves the CPI site without any written intimation/correspondence, the CPI will appoint Security Staff out of Firm's deposited Performance Security Amount at Firm's risk and cost.

#### 9. Resolution of Disputes (GCC Clause 18)

# CCC 18.2 - The dispute resolution mechanism to be applied pursuant to GCC Clause 18.2 shall be as follows:

i. In case of any difference or dispute arising between the parties to the contract, the case shall be submitted for resolution to Arbitration Committee constituted by CPI comprising of one





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arbitrator by CPI and other by the other contracting party and its decision shall be final and binding on both the parties.

In case of dissatisfaction with the decision of the Arbitration Committee, either party can proceed to the court as per the provisions of the Arbitration Act, 1940.

ii. In case of any unauthorized transaction and/or incident of theft, removal of goods and damage to the property, the Security Company shall promptly inform in writing to the Officer Incharge at site with copy to Director, CPI, Islamabad, in respect thereto, to register an FIR with the concerned police, if so required. The Security Company shall also be liable to indemnify/compensate the CPI of all losses so caused / suffered in this regard.

#### 11. Notices (GCC Clause 21)

CCC 21.1 – CPI, Islamabad address for notice purposes:

Assistant Director (Admin & Accounts), CPI, G-6/3 opposite melody market, Islamabad.

Ph#: 051-9265265-8

${\bf Security} \ {\bf Company} \ {\bf address} \ {\bf for} \ {\bf notice} \ {\bf purposes:}$					
Phone#					
Fax#					





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# **General Conditions of Contract (GCC)**

1. Definitions	1.1 In thi	is Contract, the following terms shall be interpreted as indicated:
	(a)	"The Contract" means the agreement entered into between the Purchaser (CPI, Ministry of Human Rights) and the Supplier/Security Company / Firm, as recorded in the Agreement/ Contract signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
	(b)	"The Contract Price" means the price payable to the Security Company / Firm under the Contract for the full and proper performance of its Contractual obligations.
	(c)	"The Goods" means all those equipment, machinery and/or other material which the Supplier is required to supply to the Purchaser under the Contract.
	(d)	"The Services" means Securities Services provided by the Security Company / Firm as mentioned in the Bidding Document.
	(e)	"GCC" means the General Conditions of Contract contained in this section.
	(f)	"SCC" means Special Conditions of the Contract.
	(g)	"The Purchaser" means CPI, Islamabad, as named in the SCC.
	(h)	"The Supplier" means the Firm/Company supplying the Goods and Services under this Contract.
	(i)	"The Site", where applicable, means the place or places named in the SCC.
	(j)	"Day" means calendar day.
2. Application		eneral Conditions shall apply to the extent that they are not superseded risions of other parts of the Contract.
3. Standards	shall co when n appropri	ices provide under this Contract against the "Contract / Work Order", onform to the standards mentioned in the Bidding Documents, and, to applicable standard is mentioned, to the authoritative standards riate to the Securities' services. Such standards shall be the latest by the concerned institution.





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4 7 7	27/4	
4. Inspections and Tests	N/A	
5. Packing	N/A	
6. Delivery and Documents	6.1	Delivery of the Security Services shall be made by the Security Company / Firm in accordance with the terms specified in the Bidding Document.
7. Transportation	7.1	The Security Company is responsible for transportation of security guard to the premises.
8. Warranty	N/A	
9. Payment	9.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	9.2	The Supplier's request(s) for payment shall be made to the PA in writing, accompanied by an invoice describing, as appropriate, the Services performed and upon fulfillment of other obligations stipulated in the Contract.
	9.3	Payments shall be made promptly by the PA, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.
	9.4	The currency of payment is Pak. Rupees.
10. Prices	10	Prices charged by the Security Company / Firm for the Security Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.
11. Change Orders	N.A	
12. Contract Amendments		No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
13.Assignment	13	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.
14. Delays in the Supplier's Performance		Delivery of the Security Services and performance of Services shall be made by the Firm in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
15.Liquidated Damages	N/A	





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16.Termination for Default	16.1 The PA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
	(a) if the Security Company / Firm fails to Deployment of Security Guards or any other required wireless equipment or army within the period(s) specified in the respective "Contract / Work Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the PA pursuant to GCC Clause 14.2; or
	(b) if the Security Company/ Firm fails to perform any other obligation(s) under the Contract.
	(c) if the Security Company/ Firm, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.
	For the purpose of this clause:
	"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.
	16.2 In the event the PA terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the PA may procure, upon such terms and in such manner as it deems appropriate, Security Services similar to those undelivered, and the Security Company / Firm shall be liable to the Procurement for any excess costs for such similar Securities Services. However, the Security Company / Firm shall continue performance of the Contract to the extent not terminated.
17. Force Majeure	17.1 Notwithstanding the provisions of GCC Clauses 16, neither Party shall
<b>J</b>	have any liability or be deemed to be in breach of the Contract for any delay nor
	is other failure in performance of its obligations under the Contract, if such delay
	or failure is a result of an event of Force Majeure.
	For purpose of this clause, "Force Majeure" means an event which is beyond the
	reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not
	due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably
	to be considered impossible in the circumstances, and includes, but is not limited to,





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18.Resolution of Disputes	other wher Party	riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or adverse weather conditions, strikes, lockouts or other industrial action (except e such strikes, lockouts or other industrial action are within the power of the invoking Force Majeure to prevent.  The PA and Security Company / Firm shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
	18.2	If, after thirty (30) days from the commencement of such informal negotiations, the PA and the Security Company / Firm have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC.
19. Governing Language	19	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
20. Applicable Law	20	The Contract shall be interpreted in accordance with the laws of the country.
21. Notices	21.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	21.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
22. Taxes and Duties	22	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

End of the Contract