

**FAISALABAD INDUSTRIAL ESTATE
DEVELOPMENT & MANAGEMENT COMPANY
(FIEDMC)**

**BID DOCUMENT FOR HIRING OF SECURITY
SERVICES COMPANY**

**FAISALABAD INDUSTRIAL ESTATE DEVELOPMENT &
MANAGEMENT COMPANY**

(Single Stage Two Envelope Procedure)

29-03-2024

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The bidder is expected to go through the bidding documents, including all instructions, forms, terms and conditions, specifications, charts and drawings. Bidding Documents should be complete in all respects. However further clarification may be sought from relevant Punjab Procurement Rules 2014 and by contracting admin office FIEDMC



**FAISALABAD INDUSTRIAL ESTATE
DEVELOPMENT & MANAGEMENT COMPANY**
Making Tracks of Success



Hiring of Security Services Company

1. Faisalabad Industrial Estate Development and Management Company (FIEDMC) invites sealed bids from experienced Security Services Companies for below mentioned works to discharge security duties. Firms should be Sales Tax Registered and have valid licensing to operate in Punjab.

Sr. No	Description	Location	Estimated Cost (Rupees in Million)	Bid Security
1	Hiring of Security Service Company for the provision of armed Security Guards	Allama Iqbal Industrial City (AIC) , M-3 Industrial City (M-3IC) Value Addition City and	92 million/per anum	2% of Estimated Cost (i.e. 1.84 million)

2. Tender Document is immediately available at www.fiedmc.com.pk and www.ppra.punjab.gov.pk. The procurement shall be completed in accordance with Punjab Procurement Rules 2014 and together with updated amendments.
3. A single package containing Technical and Financial bids separately , duly completed, signed, stamped, sealed and in complete conformity with Tender Document should reach FIEDMC Office Faisalabad, not later than 1400 Hrs on 17th April 2024. Vendors are invited to participate in Technical Bid opening proceeding at 1430 Hours sharp on same day at FIEDMC office. Financial Bids of technically qualified bidders shall be notified at a later date after Evaluation of the Technical Bids.
4. All bids must be accompanied by Bid Security. Bid which are incomplete, not sealed, not signed and stamped, later or submitted by other than specified mode will not be considered.
5. Tender documents may be purchased on the payment of non-refundable cost of Rs.5000/- on submission of a written application to the office given below.
6. Tax registration certificate and other documents as mentioned in Tender Document must accompany the bids. Taxes will be deducted as per GOP rules.

Note: FIEDMC management may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab procurement Rules, 2014.

Chief Executive Officer

Faisalabad Industrial Estate Development & Management Company

Ph # 041-8900201-7

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

- 1.1 The client is seeking bids for "HIRING OF SECURITY SERVICES COMPANY" in accordance with the attached Technical Specifications, hereinafter referred to as "the SERVICES." The bidder must be an independent service provider capable and responsible for delivering all the required security services.
- 1.2 The bid is to be completed and submitted to the Client in accordance with these instructions to Bidders and relevant rules/regulations.

2. Eligible Bidder

The invitation for Bid is open to all well reputed companies who provide the following:

I	Registration with Tax Authorities
II	Active Taxpayer Status for the last three (3) years
III	Income Tax Returns of last three years with Active Taxpayer Status
IV	Registration with Sales Tax Authorities - (PRA) if applicable
V	Registration with Registrar of Firms (Certified Copy of Partnership Deed, along with Form C/D) OR SECP along with latest certified copy of Form 29 and A
VI	Undertaking (on Stamp paper in a denomination of Rs. 300): <ul style="list-style-type: none">• Firm is not blacklisted by any government department / division / agency / firm / autonomous body (As per attached Proforma)• Correctness of information (As per attached Proforma)
VII	Audited Financial Statements for 03 Years
VIII	The security company having 5 years experience in provision of security services in Govt/Semi Govt /Autonomous Bodies (documentary proof of deployments of more than 200 guards deployed under single project.
IX	Attested copy of Registration Certificates with; 1.EOBI 2.ESSI With deposit during last financial year
X	Valid NOC from Home Department, Government of Punjab and Federal from Ministry of Interior.

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Client will not be responsible or liable for those costs.

4. Assurance

The successful bidder will be required to provide satisfactory assurance of its ability and intention to provide the requisite “SERVICES”, within the time as mutually agreed in the Contract.

BIDDING DOCUMENTS

5. Contents of Bidding Documents

5.1 The “SERVICES” required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:

- a) Instructions to Bidders
 - Bid Preparation
 - Submission of Bid
 - Opening and Evaluation of Bid
 - Award of Contract
- b) Form of Technical Bid
- c) Appendices to Bid
 - Technical Specifications (Appendix A)
 - Time Schedule (Appendix B)
 - Remuneration for Services & Schedule of Payment (Appendix C)
 - Special Stipulations (Appendix D)
- d) Form of Financial Bid
- e) Price Schedule
- f) Conditions of Contract
- g) Special Conditions
 - Standard Forms
 - Bid Security Form
 - Performance Security Form
 - Contract Format
 - Integrity Pact Form

5.2 The bidder is expected to examine all instructions, forms, terms, conditions and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect may result in the rejection of the bid.

6. Clarification of Bidding Documents

The prospective bidder requiring any further information or clarification regarding the bidding documents may notify the Client in writing at the following address:

Incharge Admin & HR FIEDMC
Main Entrance M3-Industrial Estate, Near Motorway Interchange
Sahianwala, Faisalabad
Tel: +92-42-8900201-7

Owner will examine the request for clarification of the Bidding Documents which it receives not later than **seven (7) days** prior to the deadline for the submission of bids and if needed will issue the clarification of the Bidding Documents at least **three (3) days** before the date of submission of Bids (without identifying the source of enquiry but including its description) to all prospective Bidders who have purchased the Bidding Documents in writing.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bid, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment.
- 7.2 The amendment shall be part of the bidding documents, pursuant to Clause 5.1, will be notified in writing by email or by fax to the prospective bidder who has received the bidding documents, and will be binding on him. Bidder is required to acknowledge receipt of any such amendment to the bidding documents.
- 7.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the Client may, at its discretion, extend the deadline for the submission of bid.

BID PREPARATION

8. Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Client shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. Documents Comprising the Bid

The evaluation of Bid submitted shall be inclusive of, but not limited to, the following factors:

Technical proposal (Envelope-I) should contain following and any additional information:

- a) A brief description of the organization
 - i. The Security Company should be registered with Income and Sales Tax Departments.
 - ii. Complete organizational portfolio with offices in the province.
 - iii. The security company must have fully operational/finance office established in Faisalabad.
 - iv. Company name with list of CEO, MDs, Manager Operations, Manager Finance (complete hierarchy of the organization) with office address, land line numbers to be provided.

- v. Provide work experience and list of clients of Govt/Semi Govt Departments/Autonomous Bodies for last 5 years with reference (with a deployment of over 200 guards in a single project.)
 - vi. Total professional experience
 - vii. List of Clients
 - viii. Performance certificates from the customers
 - ix. Proof of company as legal entity
 - x. License of weapons (Non prohibited Rifles & 9mm Pistol)
 - xi. Affidavit indicating that company is not blacklisted by any government, semi government or autonomous body
- b) An affidavit stating that the bidder has not been blacklisted by any government or financial entity of Pakistan (in case of a foreign company, such evidence to be provided for relevant country of operation/registration also) Following information shall be provided by the bidder for its financial evaluation:
1. Evidence of financial capability of the bidder which
 - a. Latest audited balance sheet and financial statements for last three (03) years.

10.1 **Bid Form**

The Bidder shall complete the Bid Form in accordance with Clause 11.

10.2 **Price Schedule**

The Bidder shall complete the appropriate Price Schedule provided in the Bidding Documents for one or all the items as mentioned therein in accordance with Clauses 12 and 13.

10.3 **Bid Security**

The bidder shall furnish Bid Security in accordance with Clause 14.

11. **Bid Form**

The bidder shall complete the Bid Form duly signed by the authorized personnel along with the stamp of the company and all the Schedules provided in the bidding documents.

12. **Bid Prices**

12.1 The bidder shall complete Price Schedule for all of the items as per the instructions contained in this document.

12.2 Prices quoted in the price schedule for the “SERVICES” should be entered in the following manner:

- a) The price of the “SERVICES” will be quoted for M3-Industrial City, AIIC and Value Addition City (VAC) Sahianwala and Khurrianwala Dist Faisalabad at the address provided in Schedule-A
- b) For blank or partially/conditionally filled Price Schedule, the bid will be considered non-responsive.

c) The price is to be submitted in Pak Rupees (PKR) only and should include all taxes

12.3 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation.

13. Bid Currencies

Prices shall be quoted in Pak Rupees (PKR).

14. Bid Security

14.1 The bidder shall furnish, as part of its bid, a bid security equal to Pk **Rs. 1.84 million**

14.2 The bid security shall be denominated in Pak Rupees and shall be in shape of Call Deposit Receipt (CDR) in favor of Faisalabad Industrial Estate Development & Management Company (FIEDMC) valid for a period 60 days beyond the Bid Validity date.

14.3 The bid not secured in accordance with Clauses 14.1 and 14.2 above may be liable to rejection by the Client as non-responsive.

14.4. An unsuccessful bidder's bid security will be released or returned upon award of the Contract but not later than thirty (30) days after the expiration of the period of bid validity.

14.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Contract.

14.6 The bid security may be forfeited:

If the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or

If the bidder fails;

(a). to sign the contract in accordance with Clause 31,

(b). to furnish the performance security in accordance with Clause 32.

(c). to accept the correction of the errors for any item in the Bid in accordance with Clause 23

15. Period of validity Bid

15.1 The bid shall remain valid for One Hundred Twenty (120) days from the date of bid opening prescribed by the Client, pursuant to Clause 18.

15.2 Notwithstanding Clause 15.1 above, the Client may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or email or fax. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 14.1 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. The bidder will not be required or permitted to modify its bid.

16. Format and Signing of Bid

16.1 The Proposal shall comprise of two envelopes. Envelope-I of the Proposal shall contain Form of Technical Bid, the Capability and Technical aspects of the Bidder. Envelope-II of the Proposal shall contain Form of Financial Bid and Bidder's Proposal Price for a period as stated herein.

- 16.2 Bidders are particularly directed that the amount entered on the Form of Financial Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 16.3 All Appendices to Bid and appendices to IB are to be properly completed and signed.
- 16.4 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 16.5 Each Bidder shall prepare one (1) Original and One (01) Copy of the documents comprising the bid and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 16.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 16.7 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Owner, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 16.8 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 16.9 Bidders should retain a copy of the Bidding Documents as their file copy.

17. Sealing and Marking of Bid

- 17.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each COPY of the Bid shall be separately sealed and put in separate envelopes and marked as such. The envelope marked as ORIGINAL will contain Original Copies of Technical and financial proposal each sealed in separate envelopes. Whereas the envelopes marked as 'copy' will contain only copy of technical proposal.
 - (b) The envelopes containing the ORIGINAL and COPIES will be put in one sealed envelope and addressed / identified as given hereunder.
- 17.2 The inner and outer envelopes shall;
- (a) Be addressed to the Owner at the given address
 - (b) Bear the Project name, Bid No. and Date of opening of Bid.
 - (c) Provide a warning not to open before the time and date for bid opening.
- 17.3 The envelopes shall:
- (a) be addressed to the following address:

Incharge Admin & HR FIEDMC
Main Entrance M3-Industrial City, Near Motorway Interchange
Sahianwala, Faisalabad
Tel: +92-41-8900201-7

(b) Bear the following identification:

BID FOR “HIRING OF SECURITY SERVICES COMPANY”
CLOSING TIME FOR SUBMISSION OF BIDS IS 02:00 PM ON 17th APR, 2024
DO NOT OPEN BEFORE 02:30 PM ON 17th APR, 2024

- 17.4 In addition to the identification required herein, the inner envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.19.
- 17.5 If the outer envelope is not sealed and marked as above, the Owner will assume no responsibility for the misplacement or premature opening of the bid.
- 17.6 The Bid shall be delivered in person or sent by registered mail at the address to Owner as given in Sub-Clause 17.3 heretofore.
- 17.7 Electronics Bids will not be entertained.

18. Deadline for Submission of Bid

- 18.1 The original bid must be received by the Client at the address and time specified in Clause 17.3 (a) (b) above.
- 18.2 The Client may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 8, in which case all rights and obligations of the Client and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Late Bid

The bid received by the Client after deadline for submission of bid prescribed by the Client, pursuant to Clause 18, will be rejected and returned unopened to the bidder.

20. Modification and Withdrawal of Bid

- 20.1 The bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification or withdrawal is received by the Client prior to the deadline prescribed for submission of bid.
- 20.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 17. Withdrawal notice may also be sent by telex or fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.
- 20.3 The bid may not be modified subsequent to the deadline for submission of bid.

- 20.4 The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to Clause 14.6

OPENING AND EVALUATION OF BID

21. Opening of Bid

- 21.1 The Owner will open the envelope marked technical bids, including withdrawals, submission and modifications made pursuant to Clause 1B.21 in the presence of Bidder's representative who chose to attend, at the time, date and location stipulated in Invitation for Bids. The presence or absence of Bid Security, and such other details as the Owner at its discretion may consider appropriate, will be announced by the Owner at the time of technical bid opening.
- 21.2 The Bidders' representatives who are present shall sign in a register evidencing their attendance.
- 21.3 Procuring Agency will determine whether each Bid (a) meets the eligibility and qualification criteria; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. Evaluation of Envelope- I shall be carried out to verify the eligibility, financial soundness, qualification, technical expertise based on past relevant experience, proposed key personnel experience, approach and methodology, management capability and other information submitted.
- 21.4 The owner shall notify those Bidders whose Proposals were considered non responsive to the Bidding documents, that their Financial Proposal will be returned after completing the selection processes. The Owner shall simultaneously notify in writing (or by email) Bidders that have submitted substantially responsive bids, the date, time and location for opening the Financial Proposals. Bidder attendance at the opening of Financial Proposal is optional.
- 21.5 Financial Proposal shall be opened publicly in presence of the Bidders' Representative who choose to attend. The Financial Proposal of the Bidders whose bids were found substantially responsive will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 21.6 The Bidder's name, Bid Prices, unit rates, any discount, bid modification, substitution and withdrawals will be recorded and signed by the committee of the owner as well as the bidder who may choose to attend.

22. Clarification of Bid

To assist in the examination, evaluation and comparison of bid, the Client may, at its discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing or by e-mail, and no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the evaluation of bid.

23. Determination of Responsiveness of Bid

- 23.1 Prior to the detailed evaluation of the bid, pursuant to Clause 25, the Client will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which:

- (a) Meets the eligibility criteria specified in Clause 2.
- (b) Has been properly signed on the Bid Form;
- (c) Is accompanied by the required Securities that are valid and in good order;
- (d) The technical specifications should meet the major technical criteria as specified in Technical Specifications/Technical Bid Form of this document;
- (e) Offers fixed price quotations i.e., the bid do not offer an scalable price quotation;
- (f) Is otherwise complete and generally in order;
- (g) Conforms to all the terms, conditions and Specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one that: (i)affects in any substantial way the scope, quality or performance of the “SERVICES”; or (ii) limits in any substantial way, inconsistent with the bidding documents, the Client's rights or the bidder's obligations under the Contract.

23.2. The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

23.3. The bid determined as not substantially responsive will be rejected by the Client and may not subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.

23.4 The Client may waive any minor informality or non-conformity or irregularity in the bid.

24. Evaluation and Comparison of Bids

The Client will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 23, as stated herein. The security companies shall meet the following criteria to be declared technically responsive:

25. Technical Evaluation

The Bids of only those Bidders who are substantially responsive to the requirements of the Bidding document will be considered for detailed technical evaluation in accordance with Technical Evaluation Criteria:

25.1 Technical Evaluation Criteria:

ELIGIBILITY MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened. Work will be given to lowest prices quoted bidder.

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria against all items will be eligible for further processing.

The Bids which do not conform to the Technical Specifications as mentioned in tender documents will be considered for further evaluation.

Category	Description	Points
Legal (Mandatory)	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory Required
	Valid Tax Registration with all necessary departments (Sales Tax/ PRA/Income Tax) (Status = Active with FBR , PRA and others at the time submission)	Mandatory Required
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Mandatory Required
	Registrations with SECP, Home Department Govt of the Punjab	Mandatory Required
	License for operating company all over the Punjab	Mandatory Required
	Automatic/Semi-Automatic weapon Licenses availability at least 100 owned by the bidder (Attach copy of licenses for verification)	Mandatory Required
	Submission of undertaking on legal valid and attested stamp paper that the firm will follow prevailing rules and regulation of labor law notified by Govt of The Punjab	Mandatory Required
	Undertaking on stamp paper to pay prevailing minimum wages, EOBI, Social Security and other benefits as per labour law of Punjab.	Mandatory Required

Category	Description	Points	
Experience	Market Presence of firm Minimum 05 years of establishment	Each year	01 Points
		Less than 05 years	0 Points
	Max Points: 05		
Company Offices	Company should have Offices in 05 major Cities of Pakistan	Each Office	01 Points
		Less than 5	0 Points
	Max Points : 05		
	Office at Faisalabad	Office in fsd	10 points
Max Points : 10	No office in fsd	0 Points	
Financial Strength/ Experience	Projects of Similar Nature that is Security services in last five (5) years (Verifiable through relevant Contracts. Provide details of only those projects where min 200 guards are/were deputed at one location/ Contracts) (Max Points 20)	Each Project	02 Points
		Less than 5 projects	0 Points
	Average Annual revenue of last three (3) years (Verifiable through audited financial statements) (Max Points 10)	13-20 million	05 Points
		20.1-30 million	07 Points
		30.1 million or above	10 Points
Certifications	All Pakistan Security Agencies Associations (APSAA). Membership Certificate (Max Points 5)	5 Points	
	ISO Certification (Max Points 5)	5 Points	
Accreditations	International Certificate =(05 Points) per Certificate	10 Points	
	Local Certificate= (02 Points) Per Certificate		
Weapon License	Automatic/Semi-Automatic weapon Licenses availability at least 100 owned by the bidder (Attach copy of each licenses for verification) (Max Points 10)	10 Points	
	Non-Prohibited 9 mm weapon Licenses availability at least 100 owned by the bidder (Attach copy of each licenses for verification) (Max Points 10)	10 Points	
Human Resource, Professionals	Number of Employees has the required relevant qualified Security Guards (Armed and Un Armed) and enough strength to fulfill the requirements of assignment (Undertaking) (Max Points 10)	400-500	05 Points
		501 or above	10 Points

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

All applicants are required to obtain at least 70 marks to meet technical evaluation criteria as determined above.

26. Financial Evaluation

26.1 Technically qualified/successful bidder(s)/Security Company (s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the

time and venue mentioned above. The technically Eligible/Successful Bidder(s)/Security Company (s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

- 26.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the FIEDMC, the Security Company shall be bound to adjust the same in the Financial Proposal.
- 26.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 26.3 The FIEDMC will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

26.1 **Corrected Bid Price**

Correction of Arithmetical Errors: Bid determined to be substantially responsive will be checked by the Client for any arithmetic errors. Errors will be rectified as follows:

- (a) For the Total Bid Price entered in paragraph of the Bid Form, if there is a discrepancy between the amounts in figures and in words, the amount which tallies with the total Bid Price, shown in the Price Schedule, will govern unless the Bid Contains a specific statement confirming the total Bid Price.
- (b) Where there is a discrepancy between the unit rate and the total price resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected, unless in the opinion of the Client, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the total price for each item / equipment as quoted will govern and the unit rate will be corrected, and
- (c) Where there is a discrepancy in the total price quoted in the Price Schedule vis-à-vis addition of each item, the total of the itemized prices will govern.

The amount stated in the Bid Form will be adjusted by the Client for the correction of errors, and shall be considered as binding upon the Bidder. If the Bidder does not accept the correction of the errors for any item in the Bid, his entire Bid will be rejected and the Bid Security will be forfeited in accordance with Clause 14.

Corrected Total Bid Price: The price as determined after the application of arithmetic corrections shall be termed as Corrected Total Bid Price.

26.2 **Evaluated Bid Prices**

The Client evaluation of a bid will take into account in addition to the Bid Price, the following factors (Adjustments) in the manner and to the extent stated hereinafter. Adjustment will be based on corrected Bid Price obtained after correction of arithmetical errors as stated in Clause 24.5. The price so determined after making such adjustments will be termed as Evaluated Bid Price. The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the Schedules, Conditions of Contract and Specifications, shall be added to the corrected Bid Price for comparison purposes only.

For bid offering delivery period of the Service earlier than the period specified in the Schedule A Special Stipulations to Bid, no credit will be given.

Terms of Payment: The bidder shall state their bid price for the payment terms outlined in the Conditions of Contract. The bid will be evaluated on the basis of this base price. The bidder may state alternate payment terms and indicate the reduction in bid price that wish to offer for such alternative payment terms. The Client may consider the alternative payment terms offered by the bidder.

A Firm will be selected on the basis of least cost selection method as per Punjab Procurement Rules (PPRA), 2014. The lowest evaluated Financial Proposal will be issued Letter of Acceptance by Client in accordance to clause 30

27. Contacting the Client

Any effort by a bidder to influence the Client in the Client's decisions in respect of bid evaluation, or Contract award will result in the rejection of the bidder's bid.

28. Client's Right to Accept the Bid or Reject the Bid

The Client reserves the right to accept or reject all bids at his sole discretion and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Client's action.

AWARD OF CONTRACT

29. Post-qualification and Award Criteria

- 29.1 The Client will determine to its satisfaction whether the bidder has offered the "SERVICES" at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract.
- 29.2 An affirmative determination will be prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid.
- 29.3 Subject to Clause 26 above, the Client will award the Contract to the bidder if its bid has been determined to be substantially responsive to the bidding documents and consistent with the current prevailing market prices as determined by the Client, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.
- 29.4 Owner shall invite the Least Cost Bidder for finalizing the Contract through clarification meeting(s). Arriving on the agreement, the Least Cost Bidder shall submit Performance Guarantee on the prescribed format to Owner. Then, the Contract shall be signed, bilaterally.
- 29.5 If any of above proceedings cannot be finalized with the Least Cost Bidder, the Owner shall invite the second lowest bidder for same till finalization of the Contract.

29. Client's Right to Vary Quantities at Time of Award

The Client reserves the right at the time of award of Contract to increase or decrease the quantity of the “SERVICES” to be procured, without any change in unit prices or other terms and conditions.

The Client reserves the right at the time of contract award to increase or decrease, by the 15% of total contract value as per PPRA Rules 2014, the terms of Services as in the Specifications, without any change in unit prices or other terms and conditions.

30. Notification of Contract Award

- 30.1 Prior to the expiration of the period of bid validity, the Client will notify the bidder in writing by registered letter that its bid has been accepted. This letter is termed as Letter of Acceptance.
- 30.2 The notification of award will constitute the formation of a contract, until the Contract has been affected pursuant to Clause 33 below.

31. Signing of Contract

- 31.1 After the acceptance of performance security, the Client may send to the successful bidder a formal Contract format incorporating all the terms and conditions herein.
- 31.2 Within two (2) days of the receipt of such formal Contract, the bidder/Service Provider shall sign the same and return it to the Client.

32. Performance Security

The successful Security Company shall furnish Performance Security as under: within fourteen (14) days of the receipt of the Acceptance Letter from the FIEDMC;
in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, for a sum equivalent to 10% of the total contract annual value; denominated in Pak Rupees;
Have a minimum validity period of Two (02) Years.

23. Forfeiture of Performance Security.

- 23.1 The Performance Security of Successful bidder shall be forfeited by the FIEDMC,
 - 23.1.1 If the Security Company fails/delays in performance of any of the obligations, under this Tender Document/Contract violates any of the provisions /commits breach of any of the terms and conditions of this tender document/contract the FIEDMC may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Security Company.
 - 23.1.2 Failure to provide services within the specified time period (“Delivery Period”) , Performance Security will be forfeited and the company will not be allowed to participate in future tenders as well.

27. Taxes and Duties

The Security Company shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

ADDITIONAL INSTRUCTIONS

33. Instructions to Assist the Bidder

Bid shall be prepared and submitted in accordance with the instructions set forth herein. These instructions to Bidders are provided to assist in preparing their Bid and shall not constitute part of the Contract Documents.

34. Income Tax & General Sales Tax

- 34.1 The bidder may make inquiries on income tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.
- 34.2 Income Tax / Sales tax (if applicable) to the extent as provided in the rules shall be deducted and withheld from the payment to be made to the service provider for depositing with Government of the Punjab

FORM OF TECHNICAL BID

No. _____ and Date _____ :

Chief Executive Officer,
Faisalabad Industrial Estate Development & Management Company (FIEDMC)
Main Entrance M3-Industrial City, Near Motorway Interchange Sahianwala,
Faisalabad (Pakistan)

The undersigned

Last Name: _____
First Name: _____
Title / Position: _____
Company [_____ Bidder _____] (the “Lead Bidder”)

Acting as the legal representative of _____ (the “Bidder”) pursuant to the [power of attorney] attached hereto, located at the following address:

Address: _____
Telephone: _____
Fax: _____
Email: _____

Hereby certify, represent, warrant and agree, on behalf of the Bidder that:

1. This Proposal Letter, along with all its attachments hereto, forms our Proposal and is submitted pursuant to the Request of Proposals dated [_____] issued by the Faisalabad Industrial Estate Development & Management Company (FIEDMC) as amended, modified, supplemented or varied through [list all Addenda with title and date], [list all clarifications with title and date] issued by FIEDMC (the “RFP”) for hiring the Services of Security Guards.
2. Having examined and being fully familiar with all the provisions of the RFP (including its forms and attachments and all the above Addenda), receipt of which is hereby duly acknowledged, and having evaluated, following our own studies undertaken under our responsibility, the nature and scope of the contractual obligations to be executed, the Contract and any other regulation associated or its execution, we hereby offer:
 - a. to undertake the Security Services in compliance with all requirements of the RFP;
 - b. at a Proposal Price in Rupees as offered in Financial Proposal (Envelope-II)

3. We hereby agree that this proposal constitutes our firm, irrevocable offer that is binding upon us and will remain valid for a period of one hundred twenty (120) Days from the Deadline for Submission of Proposals (the “Proposal Validity Period”), except as such period may be extended by us at the request of FIEDMC.
4. We have provided and attached hereto a Proposal Security in the form of Pay Order/Demand Draft/Banker’s Cheque No. [_____] dated [_____] issued by [name of issuing bank] in the amount of Pak. Rs (state amount in words) (Pak. Rs [show amount in figure]) in accordance with the form of Bid Security.
5. We certify that (i) the information submitted as part of this Proposal is complete and accurate (ii) the Proposal has been submitted in the legal name of the Bidder [consortium whose members] [who] will be bound to this Proposal and to execution of Security Services, (iii) we accept the documents, terms and conditions and disclaimers of the RFP documents.
6. We understand the criteria and process for evaluation of Proposals and selection of Successful Bidder established in the RFP and acknowledge that FIEDMC is not obligated to accept our Proposals and may at any time reject our Proposal at its sole discretion.
7. We commit ourselves, if we were to be selected as the Qualified Bidders, to extend the validity of our Proposal and our Bid Security until the issue of the Letter of Invitation (LOI) to the Successful Bidder.
8. We commit ourselves, if we are invited by FIEDMC to do so, to clarify our Proposal and finalize the Contract as specified in the RFP.

The Lead Bidder, duly authorized to execute the Proposal for and on behalf of the Bidder [consortium]:

Authorized signature and seal

APPENDIX-A SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS

Faisalabad Industrial Estate Development & Management Company invites single stage two envelopes tender under PPRA Rules, 2014 for providing Security Services from well reputed companies who meet eligibility criteria for the year 2024.

1. Terms of Reference (TOR's) For Hiring of Security Services Company.

Project Overview;

(FIEDMC) requires the services of Security Supervisors CCTV Supervisors and Security Guards equipped with latest weapons to secure the premises, sites M-3 Industrial City (M-3 IC), Allama Iqbal Industrial City (AIIC) and Value Addition City (VAC) at different locations of Sahianwala and Khurrianwala.

Scope of Work / Services;

The Service provider must be reputed Security Services Provider Company, must have good reputation, rating, requisite experience, expertise and professional reputation. The company have working experience with CPEC project security will be preferred.

Services Required by Client (FIEDMC)

1. The Service Provider (Contractor) shall provide and ensure Security Services as assigned by FIEDMC (Client) on round-the-clock basis, 24 hours per day, 07 days per week in three shifts of 8 hours each shift including off days and holidays .The Contractor shall be required to perform all necessary security services and duties as outlined in this Scope of Work. Unless directed by Client, the requirements of this Scope of Work shall continue uninterrupted despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental).
2. The Contractor shall abide by all the terms and conditions laid down:
 - a. To control unauthorized access to FIEDMC sites.
 - b. To check entry and exit of the personnel, if required screen / inspect visitors and their baggage(s). Perform suppression and removal of invaders, demonstrators and unauthorized entrants.
 - c. To safeguard the property against theft, damage and misuse. Damage shall include setting up of banners, posters, advertisements, graffiti etc. without Client's permission in the mentioned locations of FIEDMC.
 - d. To recognize and respond to security threats or breaches.
 - e. To recognize and respond to emergency situations and safety hazards such as fire, power outages, medical emergencies, accidents, short circuits.
 - f. In case of any theft/ trespassing/unauthorized access or any other act that is under non-compliance of Client's terms and conditions, the Contractor may be delegated power to retain and handover or hold the offender as per Client's Rules and Regulations to police as

per case demand. The Contractor will also help the Client in lodging FIR with Police, if required.

- g. To maintain log of all security violations and report occurrences to the Client as quickly as possible considering the nature of the violation.
3. be responsible for furnishing all Guards' uniforms, flashlights, batteries, raincoats, umbrellas, and other related equipment.
4. The Contractor shall be responsible for all acts done by the personnel engaged by it. The Contractor shall provide appropriate and necessary management and supervision for all of his employees and shall be solely responsible for instituting and invoking disciplinary action against employees not in compliance with Client's terms and conditions and instructions.
5. The Contractor shall ensure proper License/permission, authorization, approval and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, in order to perform security services. The Contractor shall obtain compliance with all the Applicable Laws, Rules and Regulations, which are applicable to the Contractor or personnel deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation.
6. The Contractor is responsible for the medical and accident insurance of its staff. The Client shall not accept any responsibility of the designated security personnel in the event of death, injury, disablement or illness that may take place while performing/executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the Contractor.
7. An authorized representative of the Contractor shall ensure his/her presence at short notice when required by the Client.
8. Each guard shall be enrolled on biometric machine's installed in FIEDMC premises, beside FIEDMC security team will randomly check the attendance of guards at duty point. In case of attendance conflict in Security Company and FIEDMC attendance system Chief security officer decision will be final.
9. 60 percent of the guards provided must have Armed Force/Police experience. The 40 Percent Civilian Guards should be trained by All Pakistan Security Agencies Association.

General Conditions for Security Staff:

1. The Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed the Client's expectations.
2. All on-duty staff of the Contractor shall wear proper uniform. The Contractor shall also provide seasonal uniforms and weather-appropriate protective clothing to their staff.
3. All the security guards must possess licensed weapons and metal detectors at all the times during official duties.
4. The Contractor shall ensure all guards are provided with the appropriate identification. The identification shall include display of valid security company ID, containing a picture of the guard/supervisor, at all times while on duty as part of their uniform requirements.
5. All Security Guards assigned must be alert, punctual, physically fit, in good health, without physical/mental abnormalities/defects which could interfere with the performance of their duties.

6. The age limit of security guards and supervisors shall be as follows;

Security Guards (Civilian):	25 to 55 years
Security Guards (Ex-Army):	30 to 55 years

7. The experience of security guards and supervisors shall be as follows;

- Security Guards (Civilian) At least 2 years' experience as security guard
- Security Guards (Ex-Army/armed forces) At least 3 years' experience in Pak Army

8. The Contractor shall ensure that none of his personnel report in drunken state or consume drugs, prohibited substances, etc., while on duty.

9. No security personnel shall leave premises assigned, unless properly relieved by the next security personnel. The security posts / places shall not be left unmanned at any time during the period of the contract.

10. Security company will be required to arrange residential accommodation and messing facility for the security guards in close vicinity of duty area and having reliable transportation arrangement. Pick and drop at/from the place of duty will be the responsibility of the security company.

11. Security company shall provide suitable reliever (without additional charges) to cater leaves/sick etc, of the deployed security staff.

12. Privileges / facilities entitled to the guards including weekly / monthly leaves with pay and procedure for provision of reliever / replacement must be adhere to.

13. Life Insurance of employee/guards must be ensured.

14. Weapons with type of licenses held by company will be provided by the security company to deployed guards must be in good running condition.

15. Undertaking on stamp paper for minimum wages, EOBI, Social Security and other benefits as per labour law of Punjab.

Other Terms & Conditions;

1. All the security personnel must be interviewed and recommended by the client before deployment along with the scrutiny of following necessary documents.

- Medical Fitness Certificate
- Training Certificate for Civilian Guards
- Service Book / discharge letter for Ex-Army Guards/Supervisors
- Original CNIC
- NADRA/Police Verification Certificate

2. FIEDMC reserves the right to terminate any security guard/supervisor (deployed at any FIEDMC location) or ask for replacement without assigning any reason.

3. Any guard to be terminated by the Contractor (deployed at FIEDMC location) should be brought into the knowledge of Client, and the termination will be finalized with consent of the Client.

4. The Contractor shall manage the rotation of guards on periodic basis i.e., weekly, fortnightly or monthly basis as per mutual consent.

5. The Client reserves the right to change the timing of the shifts.

- 6 Double duty of Security Guards/Supervisors is strictly prohibited.
7. The Contractor will plan leave/rotation of security guards, and inform the Client in advance regarding the leave and replacement of the security personnel. Even in case of emergency leave, prior intimation will be required. Any change in the roster will be with consent of the Client.
8. The Contractor will make sure to pay the salaries to all Security guards and supervisors in a timely manner and as per guidelines issued by the Government.
9. The contractor/service provider will be responsible for pick and drop of guards from /at their place of duty.

2. Mandatory Documents with Monthly Invoice

- Commercial and PRA Invoices
- Attendance Summary sheet
- Verified Location wise detailed attendance sheets
- List of deputed Security Guards/Supervisors as per Clients Format

3. Deployment plan

#	Place of Duty	No of Shift	Deployment of Security Guards
1	M-3 Industrial City (M-3 IC)	3	112
2	Allama Iqbal Industrial City (AIIC)	3	68
3	Value Addition City (VAC)	3	20
	Total number of security staff including Supervisors, CCTV Supervisors and Security Guards		200

The Procurement Agency may increase or decrease the requirement and as per need.

4. Penalty Mechanism

Standard Monetary Deductions for Default / Non-Performance of Services;

Sr.	Description of Infraction	Penalty (PKR)
1	Security staff found sleeping /dozing/in drunken state/doing personal work during duty hours.	1,000
2	Security guard on leave without providing alternate guard	2,000
3	Security Personnel without proper uniform and identification, Uniform is color- faded or torn-off, Uniform non-compliant with the uniform code defined in the scope of contract	1,000
4	Security Personnel found with unclean / untidy appearance, improperly shaved, improperly trimmed moustaches and beard.	1,000
5	Improper maintenance of Incident and other log books at a particular site	1,000
6	Security Personnel found in violation to the age criteria defined in the scope of contract. <i>(In addition to fine, Security Personnel(s) shall be immediately removed from site followed by replacement)</i>	5,000
7	Security Personnel not carrying minimum equipment to perform his/her task as defined in scope of the contract.	1,000-5,000
8	For delay exceeding 15 minutes in reporting outward and critical incidents including but not limited to robbery, theft, any use of fire arms, accidents resulting in injury or death, fire, short circuit, damage to infrastructure, lost property,	10,000

9	Formal Reports not submitted as per defined format and schedule.	1,000
10	Falsification of Facts and Information or breach of confidentiality of information/ documents.	10,000
11	Security Personnel not able to produce specific work or instructions issued to perform his/her particular task.	1,000
12	If It is found that Security Personnel is deputed without providing initial mandatory safety & security training	5,000
13	Unable to provide Security Personnel records desired by FIEDMC within the specified time.	5,000
14	Failure to follow or acknowledge instructions issued by the Admin Department, FIEDMC / Misbehaving with FIEDMC representative.	5,000
15	Verbal or Physical ill-treatment with employees/ visitors	5,000
16	Any deliberate action intended to stop/impede/ resist client functions	5,000
17	Unauthorized access / trespassing	5,000-10,000
18	Any Security Personnel found with Criminal record	20,000
19	If the number of verified Security Complaints received per month are more than 10 complaints.	20,000
20	Unresolved complaints for more than 3 days. Each unresolved complaint shall be treated as separate incident for penalty.	1,000
21	Unable to launch application / FIR in concerned Police Station as per directions from FIEDMC	1,000
22	Security Equipment missing / non-functional or not able to perform its intended use, inadequate in number	5,000-10,000
23	Security Personnel involved in any kind of fraudulent activity. <i>(In addition to Fine, concerned Security Personnel(s) shall be immediately terminated followed by replacement)</i>	10,000
24	Improper Management, Control and lack of discipline to control unions/ Mob	5,000
25	Serious nature security breach cause damage at large scale i.e. Human/property.	(Forfeit of Performance Security)
26	Not facilitating persons with disabilities, door opening / proper sitting.	1,000
27	If Patrolling Frequency observed is insufficient.	2,000
28	Turning On/Off, all lights and electrical equipment's when required/not in use.	1,000

APPENDIX B: TIME SCHEDULE

B-1 EFFECTIVE DATE OF COMMENCEMENT OF SERVICES

Effective Date shall be the XXXXXX of 2024.

B-2 TIME SCHEDULE OF SERVICES

Time period of Commencement of Services is 15 days after issuance of Award Letter/contract and continuation of service is one year, however, the Contract is renewable or extendable up to one year subject to satisfactory performance of the Service firm and with mutual consent of the both parties.

APPENDIX C: REMUNERATION FOR SERVICES & SCHEDULE OF PAYMENT

C-1 TOTAL REMUNERATION

Total Cost for 12 Months = Rs. **Not to be filled/-**

C-2 BREAK-UP OF COST

#	Description (As per ToRs)	No. of Persons (I)	Monthly Salary Including Management Cost EOBI, Social Security, GLI & All Applicable Taxes (Rs.) (II)	Total Cost (Rs.) (I*II*12)
1	Security Supervisor (Ex-Army, Police, Para Military Forces)	8		
2	CCTV Supervisor (Civilian)	6		
3	Security Guard (Ex-Army, Police, Para Military Forces)	112		
4	Security Guard (Civilian)	74		
	Total	200		

Note: - All calculations of salaries, Social Security and EOBI will be carried out on the basis of schedule “76” of the minimum gazette notification 2023-24 of the Government of the Punjab.

C-3. SCHEDULE OF PAYMENTS.

1. The payments due to the Service Provider under this Contract shall be inclusive of Management Cost, EOBI, and Social Security, GLI (Group Life Insurance) and all applicable taxes and any other charges.
2. Payment will be made by the Client for services rendered under this

Contract by Service Provider in Pak Rupees through Cross Cheques.

3. After successful delivery of monthly services as per Scope of Services given under Appendix A of this Contract, the Service Provider shall issue monthly invoice for the said services to FIEDMC for payments. FIEDMC may process these invoices for payments within 30 days as per company policy.

C-4. PRICE VALIDITY.

All the prices provided under C-2 Price Breakup, shall remain valid for the term of this Contract as provided under B-2.

APPENDIX D: SPECIAL CONDITIONS

D-1 REPRESENTATIVE OF THE SERVICE PROVIDER

D-2 REPRESENTATIVE OF THE CLIENT

D-3 VENUE OF ARBITRATION

Faisalabad, Pakistan

From Of Financial Bid

To,
 Chief Executive Officer,
 Faisalabad Industrial Estate Development & Management Company (FIEDMC)
 Main Entrance M3-Industrial City, Near Motorway Interchange Sahianwala, Faisalabad.
 Tel: +92-41-8900201-07,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda, if any.
- (b) We offer to provide the “SERVICES” for the Client in conformity with the Bidding Documents;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

C-2 BREAK-UP OF COST

#	Description (As per ToRs)	No. of Persons (I)	Monthly Salary Including Management Cost EOBI, Social Security, GLI & All Applicable Taxes (Rs.) (II)	Total Cost (Rs.) (I*II*12)
1	Security Supervisor (Ex-Army, Police, Para Military Forces)	8		
2	CCTV Supervisor (Civilian)	6		
3	Security Guard (Ex-Army, Police, Para Military Forces)	112		
4	Security Guard (Civilian)	74		
	Total	200		

[Amounts must coincide with the ones indicated under Total Price in: PRICE SCHEDULE.]

- (d) The discounts offered and the methodology for their application is:

- (e) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10% of the value of the contract for the due performance of the Contract;

Faisalabad Industrial Estate Development & Management Company

- (h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative/revised offers in accordance with the Bidding Document and or relevant laws;
- (i) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Client or the Government of Punjab;
- (k) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated or lowest-priced bid or any other bid that you may receive.
- (m) We agree to permit the Client or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank, or such other sums as may be ascertained in accordance with the **Price Schedule** attached hereto and made part of this Bid.
- (n) We undertake, if our above stated individual Bids are accepted, we shall be bound to complete the work/services in accordance with the Contract Execution Schedule provided in the conditions of the Contract.
- (o) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works/Services.
- (p) We understand that all the Appendices/Schedules/Documents attached hereto form part of this Bid and further declare that we have completely read and understood the same, the contents whereof shall be binding on us.

Name _____

In the capacity of _____

Signed _____

Duly Authorized to sign the Bid for and on behalf of _____

Witness

Name _____

Signature _____

Address _____

PRICE SCHEDULE/FINANCIAL BID FOR HIRING OF SECURITY GUARD SERVICES

C-2 BREAK-UP OF COST

#	Description (As per ToRs)	No. of Persons (I)	Monthly Salary Including Management Cost EOBI, Social Security, GLI & All Applicable Taxes (Rs.) (II)	Total Cost (Rs.) (I*II*12)
1	Security Supervisor (Ex-Army, Police, Para Military Forces)	8		
2	CCTV Supervisor (Civilian)	6		
3	Security Guard (Ex-Army, Police, Para Military Forces)	112		
4	Security Guard (Civilian)	74		
	Total	200		

1. The total Bid Price shall include all **Applicable Taxes & Duties**.
2. Evaluation shall be done on Total Bid Price / Cost wise.
3. Unit Rates i.e. Monthly Salary must be inclusive of Management Cost, EOBI, Social Security, Group Life Insurance (GLI) as applicable and all applicable taxes.
4. Overwriting, cutting, use of fluid etc. in unit rates are not allowed which may lead to cancelation of bid offered.
5. Incomplete or semi filled bid shall be treated as non-Responsive.
6. Number of Guards may vary.

Stamp and Signature of Bidder _____

DRAFT CONTRACT

FOR

HIRING OF SECURITY SERVICES COMPANY

THIS CONTRACT, together with The Notification of Award / Letter of Acceptance & Scope of Services which constitute an integral part thereof (hereinafter referred to as the Contract), is entered into on this ___ Day of ___, 20____.

Between **M/S Faisalabad Industrial Estate Development & Management Company (FIEDMC)**, a company registered under section 32 of the Companies Ordinance, 1984 (Hereinafter referred to as the “**Client**” or “**FIEDMC**”, which expression shall where the context permits include its successors-in-interest and permitted assigns) of the first part; and _____(Hereinafter

referred to as the “**Service Firm or Service Provider or Contractor**”, which expression shall where the context permits include its successors-in-interest and permitted assigns), of the second part.

The Parties hereto agree as under:

ARTICLE 1: THE PROJECT

The Assignment for which Services are required to be performed under this Contract is described in Appendix A;

ARTICLE 2: SCOPE OF SERVICES

The scope of required services (Hereinafter referred to as "Services") to be performed by the Service Firm for this Contract are described in Appendix A.

ARTICLE 3: TIME SCHEDULE

3.1 Effective Date of Commencement

Effective Date of Commencement of Services shall be as defined in Appendix-B.

3.2 Time Schedule of Services

The time schedule of Services is given in the attached Appendix B.

3.3 Extension of Time

The Contract is renewable or extendable up to one years based upon satisfactory performance of the service with the mutual consent of both the parties.

ARTICLE 4: MODE OF OPERATION

4.1 Obligations of the Service Firm

- 1) The Service Firm shall perform Services as an independent Service Provider in accordance with recognized professional standards, applicable laws and rules thereunder.
- 2) The Service Firm shall appoint a dedicated representative named in Appendix D who shall represent the Service Firm for purposes of this Contract and shall be responsible for the administration of the Contract including performance of Services thereunder. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Service Firm.
- 3) The Service Firm shall carry out the Services with due diligence and efficiency and in conformity with standard professional practices.
- 4) The Service Firm shall ensure the adherence and full compliance to the Terms and Conditions of this Contract and Appendices attached.
- 5) The Service Firm shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and professional practices.
- 6) The Service Firm shall furnish the Client such information relating to the Services as the Client may from time-to-time reasonably request.
- 7) Except with the prior written approval of the Client, the Service Firm shall not further assign or transfer or outsource the Contract for Services or any part thereof nor engage any other independent Service Firm or sub-contractor to perform any part of the Services.
- 8) The Service Firm agrees that no proprietary and confidential information received by the Service Firm from the Client shall be disclosed to a third party unless the Service Firm receives a written permission from the Client to do so.

4.2 Obligations of the Client

The Client shall provide to the Service Firm:

- The Client shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Contract and to fully cooperate with the dedicated representative of the Service Firm.

The Client shall take all necessary measures to make timely payments to the Service Firm as stipulated in Article 5, hereof.

ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Service Firm and the mode of payment shall be as described in the attached Appendix-C.

ARTICLE 6: TERMINATION

6.1 End of Services

The Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

6.2 Termination by the Client

The Client may, by a written notice of thirty (30) days to the Service Firm, terminate this Contract. All accounts between the Client and the Service Firm shall be settled not later than thirty (30) days of the date of such termination.

6.3 Termination by the Service Firm

The Service Firm may suspend the Contract by a written notice of sixty (60) days only if the Service Firm does not receive payments due under this Contract within 30 days of submission of its invoice. If the payment is still not made to the Service Firm after 30 days of notice of suspension, the Service Firm may terminate this Contract in whole or in part by giving sixty (60) days advance notice of intent to terminate. If the Contract is terminated by the Service Firm under such circumstances, the Client shall pay, within a period of thirty (30) days from the date of effect of such notice of intent to terminate as referred above, all payments due to the Service Firm.

ARTICLE 7: FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the Service Firms or regulations of Pakistan to meet any of its obligations under the Contract, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include inability to perform due to lack of skills, expertise, insufficiency of funds or failure to make any payment required under the Contract.

ARTICLE 8: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Contract which cannot be amicably settled between the Parties shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan as given in Appendix D, Special Conditions.

ARTICLE 9: APPLICABLE LAW

This Contract shall, in all respects, be read and construed and shall operate in conformity with the Laws of Pakistan.

ARTICLE 10: CONTRACT AMENDMENT

No variation in or modifications to the terms of the Contract shall be made, except by a written amendment signed by the Parties hereto.

ARTICLE 11: NOTICE

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

Chief Executive Officer FIEDMC

M/s Faisalabad Industrial Estate Development & Management Company..

Main Entrance M3-Industrial City, Near Motorway

Interchange Sahianwala,

Faisalabad.

Tel: +92-41-8900201-07

To: The Service Firm

Or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered/

ARTICLE 12: VALIDITY CLAUSE

It is agreed among the Parties that in case, after the signing of this Contract there is any provision which is found not valid, due to amendment in the relevant laws or is held to be so, by a court of competent jurisdiction, then the Parties shall join in and agree to amend and alter the said provision/clause to bring it in line with the applicable law. However, this shall not in any

way at all affect the validity and/or enforceability of the rest of the Contract between the Parties.

ARTICLE 13: PERFORMANCE SECURITY

The Service Firm shall furnish to the Employer within ten (10) days after receipt of Letter of Acceptance a Performance Security in the form and amount specified in SPECIAL STIPULATIONS.

The Performance Security may be forfeited if the Service Provider fails to deliver any item or service as required under Scope of Services provided under Article 2 and within the timelines specified under Article 3.

SPECIAL STIPULATIONS

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

1	Amount of Performance Security	The bidder shall provide Performance Security equal to ten (10) % of the contract value in Pak. Rs. before signing the Contract. The security shall be in the form of Bank Guarantee issued by a scheduled bank of Pakistan, which shall be valid 28 days beyond the Term of the Contract, that is initially one (1) year, extendable up to one year. In case of extension, validity period of the bank guarantee will be extended accordingly for another year.
2		
	Service to be executed	“SERVICES” to be delivered as required by Appendix A
	Delivery Period.	“SERVICES” to be delivered within the time period determined by the Client.
3	Time within which payment shall be made	Within 30 days of receipt of requisite documentation (Invoice according to TORs / Scope of Services from the Service Firm that is duly accepted by Client)
4	Term of Contract	One year extendable up to One (1) year.

Faisalabad Industrial Estate Development & Management Company

BID SECURITY FORM FOR HIRING OF SECURITY GUARD SERVICES

The Total Bid Security amounting Rs. _____ (Rupees _____ only) (fixed) in shape of Bank Guarantee/Call Deposit Receipt” of the Bank (Name)_____ is attached in accordance with Clauses

14 of the Instruction to Bidder for the supply of the items.

Sr. No.	Description	Bid Security Amount (PKR)
1	Hiring of Security Services Company	

Stamp and Signature of Bidder _____

PERFORMANCE SECURITY FORM

TO,
Chief Executive Officer,
Faisalabad Industrial Estate Development & Management Company (FIEDMC)
Main Entrance M3-Industrial City, Near Motorway Interchange Sahianwala, Faisalabad.
Tel: +92-41-8900201-07,

WHEREAS (Name of the Contractor) _____
hereinafter called "the Contractor" has undertaken, in pursuance of **“Invitation to Bid
HIRING OF SECURITY GUARD SERVICES”** procurement of following:

1. *[Please insert details],
(Hereinafter called “the Contract”).*

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;
AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, 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 _____ day of, _____, 202____, or twenty-eight (28) days beyond the time of Schedule of Services, whichever is later.

[NAME OF GUARANTOR]

Signature with Stamp or Seal _____

Name _____ Title _____

Address _____

FORM OF CONTRACT

THIS CONTRACT made on the ____ day of, _____ 2020,
between _____ of _____

(hereinafter “the Client”), of the one part and _____ of _____
hereinafter called the Supplier of Service Provider, of the other part:

WHEREAS the Client invited bids for certain “SERVICES” viz., _____
and has accepted a Bid by the Supplier for the supply of those “SERVICES” in the sum of
_____ (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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - (a) the Client’s Notification to the Supplier of Award of Contract (Letter of Acceptance);
 - (b). the Form of Bid and the Price Schedules submitted by the Supplier;
 - (c). the Conditions of Contract;
 - (d). the Schedule to Bid (other than Price Schedule);
 - (e). Appendices to Bid;

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Client to the Supplier as indicated in this Contract, the Supplier hereby covenants with the Client to provide the “SERVICES” and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Supplier in consideration of the provision of the “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 the parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan on the day, month and year indicated above

Faisalabad Industrial Estate Development & Management Company

Signature of the Supplier

Signature of the Client

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of

Witness

Witness

Name: _____

Name: _____

C.N.I.C _____

C.N.I.C _____

Address _____

Address _____

(INTEGRITY PACT FORM)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Owner:

Name of Bidder (Service Provider):

Signature:

Signature:

[Seal]

[Seal]