



**PAKISTAN REAL ESTATE INVESTMENT & MANAGEMENT
COMPANY PRIVATE LIMITED**

(A Wholly Owned Subsidiary of Employee's Old-Age Benefits Institution, Government of Pakistan)

INVITATION TO BID (ITB)

Single Stage Two Envelope (Least Cost)

Tender Enquiry #: PRIMACO/P&C/Security – Hotel Lahore/43/01/2022

**Provision of Security Services for EOBI Hotel and
Mall Projects in Lahore**

PRIMACO invites sealed Bids from reputable licensed Security Companies / Firms for Providing, Managing and Operating Security Services at EOBI Hotel situated at Opp. Askari-X, New Airport Road and EOBI Mall situated near DHA Phase 8 near Airport Lahore.

Interested and eligible Bidders may obtain Bidding Documents from the office of the undersigned in Islamabad and Lahore against a payment of Rs. 3,000/- (non-refundable) in the shape of Bank Draft / Pay Order in the name of PRIMACO Islamabad (NTN:2795350-5) during 0900 hours to 1530 hours on any working day. Complete Bidding document set can also be downloaded from website of PRIMACO (<http://www.primaco.com.pk/tender.php>) and the same shall be submitted, complete in all respect and duly signed & stamped, along with Bank Draft / PO of Rs. 3,000/- (non-refundable) in the name of PRIMACO Islamabad, separately. Bid will not be considered without respective Bidding document fees.

Eligibility Criteria:

Interested Bidders who fulfills below criteria are required to submit following information / documents as part of Bid together with mandatory **Bid Security of fixed amount of PKR 150,000** in shape of Deposit at Call/ Bank Draft or Bank Guarantee only (on the standard format provided in bidding document), in the name of PRIMACO Islamabad (NTN:2795350-5), a copy of the same shall be placed in technical bid envelop:-

- Complete credentials of the individuals/company with related details (including employees)
- Valid incorporation/ registration documents with SECP/GOP/Sole Proprietor
- Valid NOC from Ministry of Interior & concerned Home Department,
- Valid Income Tax Registration with FBR/Tax Department (NTN), Sales Tax Registration (PRA) and must be on ATL (for Income and Sales Tax),
- An original & valid affidavit on non-judicial stamp paper/ e-stamp paper duly verified stating that the Bidder is not blacklisted by, or having no litigation with, any Govt. / Autonomous Body or between partners (on a standard format provided in tender document).

Tender Documents Collection (End Date):	11 th January 2023 till 1600 Hours
Tender Documents Submission Date-Time:	12th January 2023 till 1400 Hours
Bid Opening Date & Time:	12 th January 2023 at 1430 Hours
Address of Opening Bids:	PRIMACO Head Office, 2nd Floor, EOBI House, Mauve Area, G-10/4, Islamabad

Instructions:

- The bids will be opened on the aforementioned date & time in the presence of bidders or their authorized representative at the below address.
- Incomplete, late or conditional tenders and joint ventures (JVs) will not be allowed.
- PRIMACO reserves the right to accept or reject any/all tenders.
- The Contract shall be governed under PPRA Rules & Regulations.

This advertisement is available on PPRA website (www.ppra.org.pk) & PRIMACO website (www.primaco.com.pk).

General Manager (P&C) PRIMACO 2nd Floor, EOBI House, Plot # 32, 33 & 34, Sector G-10/4, Mauve Area, Islamabad Ph: 051-9108254-55	Project Manager (Lahore) EOBI Hotel and Business Complex Near Rangers HQ. Opposite Askari 10, Airport Road, Lahore Cantt. Ph: 042-36632163
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**PAKISTAN REAL ESTATE INVESTMENT
& MANAGEMENT COMPANY (PVT.) LTD**

(A Wholly Owned Subsidiary of Employee's Old-Age Benefits Institution, Government of Pakistan)

TENDER & CONTRACT DOCUMENTS

**Provision of Security Services for EOBI Hotel Project and
EOBI Mall Mix Use Development Project at Lahore**

SINGLE STAGE- TWO ENVELOPE METHOD (LEAST COST)

Issued To: _____

Issued On: _____

Tender Enquiry #: PRIMACO/P&C/Security-Hotel&Mall-Lahore/43/01/2022



December 2022

General Manager (P&C)
PRIMACO Head Office, 2nd Floor, EOBI House
G-10/4, Mauve Area, Islamabad
Tel: 051-9108254-55

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SECTION -1
1.0 Invitation Letter, Form of Bid
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INVITATION FOR BIDS

The Employer, C.E.O. PRIMACO invites sealed Bids from reputable licensed Security Companies / Firms for Providing, Managing and Operating Security Services at **EOBI Hotel situated at Opp. Askari-X, New Airport Road and EOBI Mall situated near DHA Phase 8 near AI Airport Lahore.**

1. A complete set of Bidding Documents can be obtained by interested eligible bidders on submission of a written application to the office given below along with a Bankers' Cheque of Rs. 3000/- (Non-Refundable) in the shape of Bank Draft / Pay Order in favor of PRIMACO Islamabad (NTN:2795350-5). Complete Bidding document set can also be downloaded from websites of PPRa (www.ppra.org.pk) or PRIMACO (<http://www.primaco.com.pk/tender.php>) and the same shall be submitted, complete in all respect and duly signed & stamped, along with Bank Draft / Pay Order of Rs. 3,000/- (non-refundable) in the name of PRIMACO Islamabad, in Bid proposal.
2. All bids, must be accompanied by a fixed amount Bid Security of **Rs. 150,000** in the name of "PRIMACO Islamabad", and must be delivered to General Manager (P&C) on or before 1400 hours, on **12th January 2023**. Bids will be opened at 1430 hours on the same day in the presence of bidders' representatives who choose to attend, at the address as given below. In case Bid submission and Opening date falls on any Public Holiday then Bids submission and opening will occur on next working day with same time schedule.
3. The method of Procurement is **single stage, two envelop method (Least Cost)**. The bidder will provide their Technical Proposal / profile with credentials, affidavit of non-black listing by any Govt / Semi Govt/Private organization and copy of Bid Security in one envelope, properly marked as Technical Proposal and sealed financial bids including Bid Security in the other envelop with mark "Financial Bids. Only the bidders, who are qualified in the Technical Evaluation, as per criteria stated in Section 2.14 Page 14-15, will be allowed to participate in the Financial Bidding.
4. **Eligibility Criteria:**
Interested Firms are required to submit following information / documents as part of proposal:-
 - a) Valid NOC from Ministry of Interior / concerned Home Department,
 - b) Valid incorporation/ registration documents with SECP/ GOP/ Sole Proprietor,
 - c) Complete credentials of the individuals/company with related details (including employees),
 - d) Valid Income Tax Registration with FBR/Tax Department (NTN), Sales Tax Registration and must be on ATL (for Income and Sales Tax),
 - e) An original & valid affidavit on non-judicial stamp paper/ e-stamp paper duly verified stating that the Bidder is not blacklisted by, or having no litigation with, any Govt. / Autonomous Body or between partners. (on standard format provided here in tender document)

General Manager (P&C)
PRIMACO Head Office, 2nd Floor, EOBI House
G-10/4, Mauve Area, Islamabad
Tel: 051-9108254-55



FORM OF BID

To
The Chief Executive Officer (CEO),
Pakistan Real Estate Investment & Management Company (Pvt.) Ltd.
EOBI House, Plot # 32, 33 &34, Sector G-10/4 Mauve Area, Islamabad

Subject: Provision of Security Services at EOBI Properties; EOBI Hotel situated at Opp. Askari-X, New Airport Road and EOBI Mall situated near DHA Phase 8 near AI Airport Lahore.

- 1.1 Having examined the Bid Documents, conditions at Site and addenda for the subject Services/Works, I/we, the undersigned offer to undertake the said Services/Works, in accordance with this Bid Documents and said addenda, and execute & complete in all respects in accordance with the Conditions of the Contract as far as applicable for the rates & sum filled in Section-6 "Financial Bid" of Bid Documents or such other sum as may be ascertained in accordance with these Bid Documents and said addenda.
- 1.2 I/we undertake if our Bid is accepted:
- a. To commence the Services/Works within the period mentioned in the Annexure-'I' to the Form of Bid and in Special Conditions of Contract.
 - b. To perform the Services/Works in a competent manner meeting the highest professional standards and to the entire satisfaction of the Employer, whose decision in this respect will be final.
 - c. To carry out such addition, deletion and / or amendment of the Services/Works as may from time to time be determined and ordered in writing by the Employer in accordance with the Contract.
 - d. To arrange and supervise adequate and competent staff (but not contrary to the staff specified in the Contract) together with the machinery/equipment/tools and/or supplies necessary to perform the Services/Works properly, and in Contract Time Period as specified in Annexure-'I' to the Form of Bid and in Special Conditions of Contract.
 - e. To sign the Contract Agreement within the period mentioned in the Annexure-'I' to the Form of Bid and in Special Conditions of Contract. We agree to pay all costs towards the preparation of the Contract including but not limited to the stamp duty as required under Stamp Act 1899 and any further amendment thereafter. Unless and until a form of agreement is prepared and executed, this Bid (the Bid Documents) together with Employer's written intent of acceptance thereof shall constitute a binding Contract between us and shall be deemed for all purposes to be the Contract.
 - f. To provide specified Insurance covers and Performance Guarantee(s) (to be approved by Employer) within the time period mentioned in the Annexure-'I' to the Form of Bid and in Special Conditions of Contract. Which will be jointly and severally bound with me/us (Bidder) in the sum named in the Annexure-'I' to the Form of Bid and in Special Conditions of Contract for the due performance of the Contract, in the manner specified in General Conditions of Contract, with such modifications as you (Employer) may accept at any time before the expiration of that period.



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- 1.3 I/we agree to abide by this Bid for the time period mentioned in Annexure-'I' to the Form of Bid and in Special Conditions of Contract (validity period of the Bid) from the date of opening of the Bids it shall remain binding upon us and may be accepted at any time before the expiration of that period.
 - 1.4 The Bid Security has been attached as per details given in the Annexure-'I' to the Form of Bid, the full value of which is to be absolutely forfeited by Employer, without prejudice to any other rights and remedies which you may have, should I/we fail to commence the Services/Works or execute the performance guarantee(s), however, within the periods specified above. The said sum of Bid Security shall be repaid by Employer when the formal agreement and performance guarantee has been duly entered into and executed by us on acceptance of our Bid or in any other case in a period and manner as specified in 'Instructions to Bidders' and General Conditions of the Contract.
 - 1.5 I/we understand that you (Employer) are not bound to accept any bid you may receive, and that you will not defray any expenses, incurred by us in bidding. I/we understand that certain information applicable to the Contract which is the subject of this Bid is set forth for ease of reference in the Annexure-'I' to the Form of Bid.
 - 1.6 I/we hereby confirm that we have examined the Bid Documents, have inspected the Site and have obtained all the information which may affect this Bid. I/we accept that no claim will be admitted by you (Employer) which may arise from our pleading ignorance of the nature of Services/Works.

Dated this _____ day of _____ 2023.

Name and Signature with Seal _____

in the capacity of (DESIGNATION) _____

duly authorized to sign bids for and on behalf of (ORGANIZATION)

(Full address including Contact No.) _____

Witness _____

CNIC# _____

Address _____



ANNEXURE
TO FORM OF BID



ANNEXURE-'I' TO THE FORM OF BID

- a. Title of Work Provision of Security Services at EOBI Properties; EOBI Hotel situated at Opp. Askari-X, New Airport Road and EOBI Mall situated near DHA Phase 8 near AI Airport Lahore
- b. Signing of Contract Agreement Within 14 days of issuance of 'Letter of Acceptance' or the date mentioned in Letter of Intent/Award (As given in Special Conditions of the Contract.)
- c. Validity period of Bid: 90 Days from the date of opening of Bid.
- d. Commencement Effective from 14 days from the date of issuance of Letter of Acceptance or the date mentioned in Letter of Acceptance / or Letter to Proceed/Commence with the Services/Works.
(As per detail given in and Special Conditions of the Contract.)
- e. Contract Time period (work completion period): 01 (One) Year / 12 months
(As per detail given in Special Conditions of the Contract.)
Extendable/Renewable depending upon the Employer's requirements and service provider's performance of services as per PPRA Rules 2004.
- f. Performance Guarantee required from successful Bidder: 10% (Ten percent) to be furnished within 14 (fourteen) working days of issuance of Letter of Acceptance. (As per detail given in Special Conditions of the Contract.)
- g. Insurance Policies required from successful Bidder: As per detail given in Special Conditions of Contract.
- h. Liquidated Damages: As per detail given in Special Conditions of the Contract.
- i. Penalty/Deductions As per detail given in Special Conditions of Contract General Conditions of the Contract.
- j. Bid price:
(To be filled-in by Bidder) (As per Bid of Documents)
- k. Amount of Bid Security:
(To be filled-in by Bidder) **Fixed amount of Rs. 150,000** in the name of "PRIMACO Islamabad (NTN:2795350-5)" in shape of Deposit at Call/ Bank Draft/ Bank Guarantee (on the format provided) only, which shall be submitted with the Financial Bid.)
- l. Bid Security Validation Period: 90 Days



SECTION – 2
INSTRUCTIONS TO BIDDERS



2.0 INSTRUCTIONS TO BIDDERS

2.1 General

The Pakistan Real Estate Investment & Management Company (Pvt). Ltd. (PRIMACO) is a wholly-owned subsidiary of Employees' Old-Age Benefits Institution (EOBI), Ministry of Labour, Manpower and Overseas Pakistanis, Government of Pakistan. The PRIMACO is a Limited Company registered under Companies Ordinance 1984. The PRIMACO intends to carryout procurement of the Services/Works as advised through relevant invitation / envisaged in present Bid Documents.

2.2 Bid Documents

Each Bidder shall receive one set of Bid Documents. The Bid Documents comprise of the following:

1. Form of Bid (inclusive of Annexure).
2. Instructions to Bidders
3. Scope of Work
4. Special Conditions of Contract
5. General Conditions of Contract
6. Appendices (i.e. specimens of Form of Agreement, Performance Guarantee)

The Bidder should carefully examine all the parts of the Bid Documents. The Bidder, irrespective of submitting the Bid or not, shall treat the details of the Bid Documents as strictly confidential. The Bid shall be submitted in accordance with the Terms & Conditions stipulated in the Bid Documents. The Employer does not guarantee the accuracy of the Bid Documents or any part of them or any statement made or information given therein, or of any other information supplied by or on behalf of the Employer in respect of the Services/Works.

2.3 Clarifications

The Bidder must make local and independent examination and inquiries as to the physical conditions prevailing at the Site and obtain his own information on all matters and things that may in any way influence him in making the Bid and fixing the Bid price. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in and according to the contract to be entered into by him should his Bid be accepted. The Bidder must inquire and satisfy himself as to the sources of supply, the sufficiency of the means of obtaining and transporting at his cost all equipment, materials, labour and other things required for or in connection with the Contract. The Bidder must consider all other matters and possible contingencies affecting the execution and performance of the Contract. If the Bidder wishes to seek clarification or meaning of any part of the Bid Documents from Employer, he may address his inquiry in writing to the person designated in Invitation Letter (Section-01). Such questions shall be received at least 03 days before the date of opening of the Bids. All explanations and amendments issued on the Employer's part shall be sent at the same time to all Bidders invited to submit Bid.

2.4 Quantities, Rates and Prices

The rates and prices shall be quoted in Pakistani Rupee. The Bid price set down by the Bidder is the full inclusive value of the Services/Works described in the Bid Documents and shall cover profit and all obligations of every kind whatsoever which



under the Contract are to be borne by the Contractor including Government Taxes. The bidders may be required to furnish a complete rate analysis of any item if considered necessary by Employer. The attention of Bidder is drawn specifically to the Clauses in the Conditions of the Contract dealing with the payment, deductions, guarantees, insurances, liquidated damages, and guarantees, etc. Bidders will not be reimbursed for the costs of any kind whatsoever, incurred in connection with the preparation and submission of Bid. All unit prices quoted shall be subject to no escalation. All Government Taxes should be included in price quoted. Applicable minimum wages of GoP shall be incorporated accordingly.

2.5 Bid Security

1. Each Bid must be accompanied by **Fixed Amount of Bid Security of Rs. 150,000**, in shape of Deposit at Call/ Bank Draft/ Bank Guarantee (on the format provided) only, in favour of the Employer. The Bid Security of all unsuccessful Bidders shall be returned:
 - a. After execution of Contract Agreement with the successful Bidder, OR
 - b. If all Bids are rejected, after such rejection, OR
 - c. After the expiry of validity of Bid or the Pay Order.
2. The Bid Security of the successful Bidder will be released only after the contract has been signed and Performance Guarantee has been submitted by him as per this bidding document.
3. The Bid Security may be forfeited:
 - d. If a bidder is disqualified on the basis of misrepresentation which tantamount to "fraudulent practice" as per Rule 2 (f) (iv) of PPRs 2004
 - e. if the bidder withdraws his bid during bid validity period;
 - f. if the bidder does not accept the arithmetic correction of his Bid Price
 - g. In the case of successful bidder, if he fails within the specified time limit to:
 - i. furnish the required Performance Security; or
 - ii. sign the Contract Agreement

2.6 Completion and submission of Bid

Bids must be prepared only on the documents supplied herewith. All entries are to be made in English and clearly legible ink. No alteration unless authorized in writing by the Employer may be made in the Form of Bid or the accompanying Bid Documents. Any technical or additional comments the Bidder desires to make, shall not be placed on any of the Bid Documents, but shall be submitted as separate statement, as brief as possible and referring to items, clauses and pages of the Bid Documents. The Bid Documents should be signed and stamped by Bidder or his authorized representative (all pages of Bid documents including addenda if any). Erasures and / or corrections, if any, are to be initialed by the same representative. Bid Documents shall be submitted to the person designated in Invitation Letter (Section-01) of the Bid Documents on or before the time and date fixed for submission of the Bids. Bids received after opening of the Bids shall be rejected. All Bid Documents submitted should be sealed in opaque envelopes which shall be marked with the Tender Enquiry No., time and date of Bid opening and Bidder's name. Bids will be opened at mentioned address in Invitation Letter (Section-01) in presence of those Bidders who desire to be present. No conditional Bid will be entertained rather will be marked Non Responsive.

2.7 Addition, deletion, amendment, rejection and acceptance

The right is reserved to amend any of the Bid Documents or to issue additions to them prior to the due date for submitting Bids. All such amendments and/or additions will be advised not later than Three (03) days before Bids are due, it is mandatory that the Bid shall include the latest amendment and / or addition to the Bid Documents. When the Bidder is informed of any amendment, addition or revision of the Bid Documents, he is required to immediately acknowledge receipt of the same to the Employer through address as designated in Invitation Letter (Section-01).



Subsequent to their opening, Bids will be checked and evaluated by the Employer. The Bid of any Bidder who has not fully conformed to these instructions for Bid or who has submitted a conditional or incomplete Bid may be rejected. The Employer, however, reserves the right to reject any Bid without giving any reason, or to accept any Bid in whole or in part and is not bound to accept the lowest or any Bid. The Bidder, whose Bid may be accepted will be required to send authorized representatives at their own expense for necessary technical and contractual discussions and as the case may be for arranging the Agreement of contract.

2.8 Check List

Bidders shall, inter alia, ensure the following before submitting the Bid:

1. Form of Bid & Annexure(s) thereof and Form of Financial Bid have been filled up.
2. All pages of Bid Documents are signed and stamped by Bidder / his authorized representative.
3. Pay Order for Bid Security of specified amount has been enclosed in “Financial Bid envelop” and its copy enclosed in “Technical Bid Envelop”
4. Envelop for submission of Bid has been marked with the Tender Enquiry No., time and date of Bid opening and Bidder’s name.
5. Two different envelopes, duly marked & sealed ‘Technical Bid’ & ‘Financial Bid’, to be enclosed in one big envelop be sealed before submission.

2.9 Documents Accompanying the Bid

2.9.1 Bidder shall submit technical and financial sealed bids in two separate opaque envelopes marking “**Technical Bid**” and “**Financial Bid**” as appropriate. No information related to bid price shall be included in the technical bid.

2.9.2 In technical bid, the bidder shall:

- a. Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder.
- b. Provide the information to meet the minimum criteria set out in bid documents, which as minimum will include following;
 - i. Mandatory registrations
 - ii. Proven similar experience as per technical evaluation criteria
 - iii. Qualification and experience of Personnel
 - iv. Evidence of access to financial resources along with average annual turnover.
 - v. Work commitments
 - vi. Current litigation information and
 - vii. Availability of critical equipment.
- c. Furnish a technical bid taking into account the various Appendices to Bid;

Appendix – A	Eligibility and Qualification Form (E&Q)
Appendix – B	Proposed Schedule
Appendix – C	Method of Performing the Work
Appendix – D	List of Major Equipment
Appendix – E	Organization Chart to Supervisory Staff
Appendix – F	Health, Safety & Environment Plan
And other important information such as mobilization program etc.	

2.9.3 In Financial Bid following shall be submitted by the bidder:



-
- a. Form of Bid, duly filled, signed and stamped,
 - b. Bid Security, in accordance with the bid documents
 - c. Priced Bill of Quantities (Section 7)

2.9.4 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders proposals to meet the Technical Specifications / Work Scope

2.10 Litigation history:

The bidders should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. In case bidder has never involved in Litigation/arbitration an affidavit prepared within the current month of the submission of technical bid to his effect will be provided by the bidders.

2.11 Joint Venture (JV) (Not Applicable)

2.12 Conflict of Interest

2.12.1 The Bidders (including all members of a JV) must not be associated, nor have been associated in the past, with the consultant or any other entity that has prepared the design, specifications, and other technical evaluation and bidding documents for the project, or was proposed as Engineer for the contract, over the last five years. Any such association may result in disqualification of the Bidder.

2.13 Other Factors

2.13.1 Only firms and JVs that have been qualified under this procedure shall be invited to bid. A qualified firm or a member of a qualified JV may participate only in one bid for the contract. If a firm submits more than one bid, individually or as a JV, all bids including that bidder will be rejected. This rule will not apply in respect of bids which include specialist sub-contractors who are used by more than one bidder.

2.13.2 The Employer reserves the right to:-

- a) Amend the scope and value of any contract(s) to be bid, in which event the bidder(s) will only bid among those qualified bidders who meet the requirements of the contract(s) as amended. However the Employer has to review the disqualified bids who originally do not meet the specified criteria for Qualification.
- b) Reject or accept any application; and
- c) Cancel the technical evaluation process and reject all applications.

The Employer shall neither be liable for any such actions nor be under any obligation to inform the Bidder of the grounds for rejection, however, may be debriefed if solicited.



2.14 EVALUATION CRITERIA

Bidders meeting the basic eligibility requirements shall be considered for technical evaluation based on following criteria;

S. No.	Description	Max. Marks
1	Valid NOC from Ministry of Interior & concerned Home Departments,	Mandatory
2	Valid incorporation/ registration documents with SECP/ GOP/ Sole Proprietor,	Mandatory
3	Valid Income Tax Registration with FBR/Tax Department (NTN), Sales Tax Registration and must be on ATL (for Income and Sales Tax),	Mandatory
4	An original & valid affidavit on non-judicial stamp paper/ e-stamp paper duly verified stating that the Bidder is not blacklisted by, or having no litigation with, any Govt. / Autonomous Body or between partners.	Mandatory
5	Complete credentials of the individuals/company with related details (including employees),	Mandatory
6	Equipment Capabilities / Vehicle Details (Mention quantity also)	10
7	Licensed Weapons Detail (Valid license must be attached)	10
8	Firm's Experience of the Similar Services (at least 10 security personnel per contract per client) <ul style="list-style-type: none"> - Less than 3 Years = Zero - 3 – 6.99 Years = 15 Marks - 7 – 10.99 Years = 20 Marks - 11 Years or more = 25 Marks <p><i>Required work order/contract(s) verifiable/ readable copy (ies) to be provided. 11 years or more past dated contract document mentioning at least 10 security personnel will secured maximum score.</i></p>	25
9	In-hand similar nature of Service;; At least 10 Security personnel/contract/client – 10 11-15 Security personnel/contract/client – 15 16 plus Security personnel/contract/client – 20 <i>Provided LOA/Agreement shall CLEARLY INDICATE SERVICE START & END PERIOD DATES to ascertain in-hand similar nature of service.</i>	20
10	Financial Capabilities: Average annual turnover of work done of last three years (2019, 2020, 2021): Marks will be calculated as per the formula:- Score = $\frac{Y1+Y2+Y3}{3X} \times 15$ Whereas 'Y1,Y2,Y3' are respective annual turnovers of last three years and 'X' is Employer Estimates <i>(Evidence(s) should be provided in form of Audit Reports, prepared by registered Auditor, of last three years and a copy of last submitted Tax Return)</i>	15
11	Proposed list of Security Personnel with required training certificate copy <i>Marks will be given on prorata basis</i>	10
12	Details of Head Office Staff & other branches - 5 CVs' of coordination and management staff - 5	10
	TOTAL MARKS	100



Notes:

1. 70% marks must be attained by the bidder for being qualified. Those bidders who do not attain 70% marks will not be included for financial competition and their sealed financial bids will be returned un-opened.
2. Past performance of the bidders who have already worked with PRIMACO will be examined. In case of unsatisfactory performance the bidder will be declared as disqualified.
3. Blacklisted firms from Government / Semi Government departments are not eligible.

2.15 Bid Submission (Single Stage - Two Envelop System)

The bidders shall submit their Technical & Financial proposals in two separately sealed envelopes and then both these envelopes should be placed in one big envelop on which Tender Enquiry No and Title of Work should be clearly written alongwith the name of the bidder. The bid must be submitted on or before **12th January 2023** at 1400 hours which will be opened the same day at 1430 Hours. The bid must be submitted to General Manager (P&C) PRIMACO, on the address mentioned in Section-1 (Invitation Letter). In case Bid submission and Opening date falls on any Public Holiday then Bids submission and opening will occur on next working day with same time schedule.



SECTION – 3
SCOPE OF WORK



3.1 SCOPE OF WORK.

The scope of work under the contract is to manage, operate and maintain a security system in and around the premises of **EOBI Properties; EOBI Hotel situated at Opp. Askari-X, New Airport Road and EOBI Mall situated near DHA Phase 8 near Al Airport Lahore**, round-the-clock, without any break, 24 hours a day throughout the period of the contract.

The Contractor shall be required to **visualize** the threat and formulate a plan to meet the security requirement of the building and its occupants. The plan would incorporate all reasonable precautions to ensure that the employees of all owner/tenant organizations, their visitors, vehicles, the plant equipment, the premises and other interests and assets of the property remain safe and sound at all times.

The scope of work shall include but shall not be limited to the following major responsibilities.

- a. To report to EMPLOYER'S REPRESENTATIVE and comply with his order.
- b. Checking of all human traffic and materials from security point of view that may be brought in or taken out of the building. This will with the consultation of the EMPLOYER'S REPRESENTATIVE include a properly designed entry / exit system for human traffic and gate pass system for the movement of materials. Nothing shall be allowed to leave or be taken out from the building without prior permission / gate pass of authorized representatives of the Employer.
- c. Safety and Security of EOBI Properties from any act of sabotage, theft and misappropriation.
- d. Proper control and vigilance on material movement and maintaining of record of gate passes etc.
- e. Adopting proper procedure of handing / taking over of the duties during shift change.
- f. Making proper entries in the security log book and register for each and every movement and incident
- g. Safe guarding the premises from fire or similar hazards that may be created through an internal and external situation.
- c. Ensuring authorized use of the Car Parking in and around the building.
- h. Removal of posters or banners that may be put-up inside or along the perimeter fence of the building for any reason or purpose.
- i. Keeping an eye on all visitors and checking unnecessary loitering, movie making, gathering and preventing from doing uncivil activity inside the building and seating of persons in the building.
- j. Security guard must be equipped with the proper licensed weapon in accordance with the nature and place of duty.
- k. EMPLOYER'S REPRESENTATIVE at his own discretion may check at any time (random sampling) 20% of Security Guards for their firing skills and weapon reliability.
- l. Ensuring the Security Guard should be in neat and clean uniform while on duty. Shabby dressing / turn out at duty place will not be acceptable.
- m. The Contractor shall be responsible to provide all the safety devices to his Security Guards.



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- n. Taking cognizance of all security matters and immediately reporting any unusual incident to the EMPLOYER'S REPRESENTATIVE (Manager GAD – PRIMACO).
 - o. The Contractor will ensure the pay disbursement to the guard as per their own rules but not later than 5th of each month. Government announced minimum wages must be given to security guards. The pay disbursement certificate should be submitted to client on quarterly basis.
 - p. Registration of all with EOBI and subscription will be mandatory.

3.2 TERMS AND CONDITIONS.

3.2.1 Security Supervisor age should not be more than 55 years.

3.2.2 ELIGIBILITY OF SECURITY GUARD.

- a. At least 60% of Security Guards should be Ex-Armed Forces (from Infantry, Artillery, Armored Corps, Air Defense and Engineer).
- b. Security Guard must be able to read and write English / Urdu.
- c. Age should be between 25 to 50 Years with sound health and physical condition.
- d. Height should not be less than 5' 6".
- e. Guards are required to be security cleared from Local Police Special Branch.
- f. Guards are required to be qualified / trained from recognized institute / APSA.
- g. Firing practice record on half yearly basis must be provided.

3.2.3 PLACE OF DUTY

As specified by EMPLOYER'S REPRESENTATIVE. Place of duty may be Karachi, however, successful bidder may be required to send additional man power to other sites of the Employer, on same quoted bid rates, as per requirements and formal instruction of Employer.

3.2.4 DURATION OF SHIFT DUTIES.

- a. 12 hours round the clock per day shift duties for Security Guards.
- b. 08 hours per shift per day for Lady Searcher

3.2.5 SELECTION OF SECURITY GUARD.

- a. The Security Guard in no way would be considered as Employer's employee and no claim what so ever would be entertained in this respect.
- b. In the event of any serious complain by the employer against any Security Guards, the suitable replacement will be provided within 24 hours.

3.2.6 PROVISIONS AND DEPLOYMENT OF MANPOWER

The provision and deployment of security guards would be based on the requirements of the building in the initial stage, the following minimum manpower would be provided by the CONTRACTOR which may be subject to change at any subsequent stage, at the discretion of the EMPLOYER.



The Security Services shall be carried out on the basis of two shifts per day. The shift timings as well as the strength of staff for each shift shall be as under.

Location	Description of Security Personnel	Total
EOBI Hotel Project Lahore	Security Supervisor	02
	Arm Guard	06
	Un-arm Guard	06
EOBI Mall Mix Use Development Project	Arm Guard	02
	Un-arm Guard	02

Arrangements of Day/Night Shifts will be managed by the Employer.

3.2.7 IDENTIFICATION OF CONTRACTOR'S EMPLOYEES

The CONTRACTOR shall arrange the identification cards for his employees at its own. The specimen of the card shall be approved by the EMPLOYER'S REPRESENTATIVE.

3.2.8 POLICE VERIFICATION.

The CONTRACTOR shall submit police verification from Special Branch and area police station for all guards / supervisors employed by him for performance of services under this contract.

3.2.9 MEDICAL FITNESS CERTIFICATE.

The CONTRACTOR shall submit medical fitness certificate of all guard / supervisor employed by him for performance of services under this contract, if required by the EMPLOYER.

3.2.10 WEARING OF UNIFORMS.

While being present within the premises of the Building in connection with the rendering of security management services all the employees of the CONTRACTOR shall always wear proper and clean uniforms (approved by the EMPLOYER'S REPRESENTATIVE) to be provided to them by the CONTRACTOR at his own cost. For the purpose of identification the uniforms shall carry prominently the name of the CONTRACTOR & name of the Security Guard.

3.2.11 MAINTENANCE OF DAILY ATTENDANCE REGISTERS.

The CONTRACTOR shall maintain daily attendance register of its employees and workers engaged in providing security management services. This attendance register shall be submitted each day to the EMPLOYER'S REPRESENTATIVE at any such time which may suit the employer which will be subject to verification by physical head count. The CONTRACTOR will compile a monthly summary on the basis of attendance record and get it certified from the EMPLOYER'S REPRESENTATIVE. The summary will be attached with the monthly bill of the CONTRACTOR.

3.2.12 PENAL DEDUCTIONS FOR SHORT ATTENDANCE AND LACK OF SATISFACTORY PERFORMANCE

The EMPLOYER'S REPRESENTATIVE shall have full authority to make penalty deductions from the CONTRACTOR'S monthly bills if and when the CONTRACTOR is not able to provide the required number of manpower at site or when his performance is not satisfactory. The deduction shall be made at the following rates:

- a) In case of Short attendance 1.5 day basic wage per absentee.
On any day

The successful bidder will have 24 hours connection with the base station. A plan to meet an emergency will also be made, which shall be approved by the EMPLOYER. A rehearsal in this regard will be mandatory to be carried out after the award of contract but not later than 45 days from signing of contract.

3.2.13 Surveillance Equipment.

- (a) The CONTRACTOR shall ensure an effective check on vehicular and human traffic; the CONTRACTOR shall make use of surveillance equipment, metal detector, explosive detector etc. The details and type of equipment and its usage



will be provided to the EMPLOYER for its review and approval. (Two Metal detectors to be provided by Contractor, one on each gate)

(b) Maintenance of Equipment.

The CONTRACTOR shall be responsible to ensure that all equipment used by him for the performance of his services is serviceable and in order at all times. If and when equipment should get out of order, the CONTRACTOR shall immediately replace such equipment to ensure continuity of good service at all times.

3.2.14 PREPARATION AND IMPLEMENTATION OF THE SECURITY PLAN

The CONTRACTOR shall prepare a detailed plan based on his expertise for approval of the EMPLOYER. The plan shall include the functions and responsibilities of their employees, as under:-

- a) Checking of unauthorized / undesirable personnel and material that may be brought in or taken out of the building in accordance with an approved plan.
- b) Ensuring entry of only authorized vehicles with stickers for parking in the designated space.
- c) Removal of banners, posters and encroachment that may be put inside or outside of the building for any reason or purpose as and when required.
- d) Manning of all entrance to the building to check “In” and “Out” of the traffic during and after working hours.
- e) Exercising of security checks within the main entrance of the “In” and “Out human traffic and vehicle. The method of checking should be approved by the EMPLOYER” REPRESENTATIVE before its enforcement.
- f) Providing strict vigilance particularly for the area mentioned below:
 - Plant room and installations
 - Car Parking Areas
 - Walkways circulation area & other common facilities at all levels.
- g) Ensuring that carrying of arms of visitors / outside personnel will be strictly prohibited in the premises.
- h) Directing visitors visiting the premises and guide them to the reception area for obtaining necessary information.
- i) Keeping close and frequent watch on suspicious persons roaming within and around the building.
- j) Ensuring parking of vehicles in an orderly manner.

3.2.15 FIRE ALARM AND FIRE FIGHTING

The contractor will be responsible to safe-guard the premises from damage against fire or any such hazard in accordance with an approved plan. For this purpose, the CONTRACTOR shall ensure that his duty Supervisor in every shift is well versed with the Fire & safety procedures and shall also be responsible for the following assignments:

- a) Study the entire firefighting system installed in the building and train all those guards who will be on duty about the use of the system.



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- b) Formulate complete plan for firefighting in case of a fire breakout, including informing the civil fire brigades and managing evacuation of people from affected area.
 - c) Assist the EMPLOYER'S REPRESENTATIVE to raise a voluntary group of people from within the owners / tenants organizations to be available during office hours to use fire extinguishers and fire hose reels within the building and also guide people to use emergency exits.
 - d) Conduct fire drill at least after every Six months in association with the fire team formed by the EMPLOYER.
 - e) To produce and present written procedures, training manuals and relevant data in relation to fire hazards

3.2.16 CHECK ON IN-COMING AND OUT-GOING MATERIAL

Security guards will be required to keep an eye over all incoming and outgoing material. Nothing of the building material, equipment and fittings etc. shall be allowed to be taken out of the building premises without authorized gate pass, to be issued by the EMPLOYER'S REPRESENTATIVE.

3.2.17 CO-ORDINATION WITH OTHER CONTRACTORS.

The CONTRACTOR shall liaise and coordinate with the other CONTRACTORS working in the building so that their performances are not affected in any way.

If any dispute and differences arises between the CONTRACTORS working at the site, the same shall be referred to Project Manager (Lahore) PRIMACO in writing if aggrieved by his decision then the matter will be referred to the Grievance Redressal Committee of PRIMACO. If any grievance still remains the matter will be referred to CEO (PRIMACO) whose decision will be treated as final binding on both the parties. In case of any dispute remains, the matter should be resolved through Arbitration. The Contractor will be bound to provide full services in due course of time without hindrance, etc.

3.2.18 EXTRA SERVICE

If at any time, the EMPLOYER'S REPRESENTATIVE, may require extra services, the CONTRACTOR shall undertake to provide additional manpower and shall bill for such extra services at the rates provided in the schedule of manpower and prices.

No payment for overtime is authorized as all services are contracted on 24 hours (round the clock) basis on the specified cost as mentioned in the Manpower & Price Schedule.

3.2.19 COMPLAINT REGISTERS

The CONTRACTOR shall be required to maintain a complaint register in order to record the complaints of the building users as well as the response of its staff in attending to those complaints. The register will be submitted to the EMPLOYER'S REPRESENTATIVE as and when required and on quality basis.

3.2.20 PERFORMANCE OF THE CONTRACTOR

The performance of the CONTRACTOR will be judged both in respect of quality of services as well as the availability of equipment and the presence of the CONTRACTOR'S staff at the site for rendering of services as per the contract.

3.2.21 SPECIAL OBLIGATIONS OF THE CONTRACTOR.

- c. The CONTRACTOR shall make good any loss, damage, theft or pilferage in the premises of the building, for which their responsibility is proved.



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- d. The CONTRACTOR shall arrange the works of this contract in such a manner that the guards will not be seen loitering, smoking or sitting idle etc. While on duty, no misconduct in any form will be accepted.
- e. The CONTRACTOR shall ensure the Manpower once provided would not be ordinarily changed from the site unless intimated in writing to Project Manager (Lahore).
- f. The CONTRACTOR's manager / authorized officer shall make himself available to the EMPLOYER'S REPRESENTATIVE whenever asked for and shall reply all communications issued to them within **two days** of the receipt of such communication.
- g. The CONTRACTOR shall ensure that all of his employees performing services specified in this contract shall not at any time during the performance of this contract or thereafter disclose to any person any information as to the affairs of the Employer or of the owner / tenant organizations or any other matters which may come to their knowledge by reason of the performance of the services
- h. The CONTRACTOR shall be responsible for ensuring that all employees performing the services are healthy have no communicable diseases and have had all the necessary blood tests, X-rays etc. to establish the same prior to carrying out the aforesaid services.
- i. The CONTRACTOR shall ensure maintenance of discipline and good conduct of all the guards deployed at the site.
- j. The CONTRACTOR shall submit the resume / data of each guard which shall contain the following basic information:-
- Guard name & Father name
 - Date of Birth
 - Age
 - National Identity card number
 - Army number (if any)
 - Marital status
 - Joining date of army
 - Resigning date or release from the army and reason for resign.
 - Army Character Certificate
 - Designation in the company
 - Present address
 - Permanent Address

3.2.22 REVIEW MEETINGS

The CONTRACTOR Manager / Authorized Officer shall be required to conduct quarterly meetings with the EMPLOYER'S REPRESENTATIVE in order to ensure that the services are performed in accordance with the contract provisions and the approved security plan and sort out the difficulties being faced by the employer (if any) in respect of Contractor's Services. The minutes of the meetings shall be recorded and will be issue by the EMPLOYER for necessary follow-up and record purposes.

3.2.22 REPORTS

The CONTRACTOR shall be required to furnish monthly performance reports to the EMPLOYER'S REPRESENTATIVE well before the Scheduled Review Meeting.



SECTION – 4
SPECIAL CONDITIONS OF CONTRACT



4.0 SPECIAL CONDITIONS OF CONTRACT

4.1 Signing of Contract Agreement

The successful Bidder is required to sign the Contract Agreement with the Employer within 14 (Fourteen) days after the issue of Letter of Acceptance or date mentioned in Letter of Acceptance, (in accordance with the General Conditions of Contract).

4.2 Employers' Representative

Representative of Employer for the purpose of this Contract and as defined in General Conditions of Contract shall be **Project Manager (Lahore) PRIMACO**.

4.3 Site

The Site for the purpose of this Contract shall be exact location or any other location requested by Employer

4.4 Validity Period of Bid

The validity period of the Bid shall be 90 days from the Bid opening date.

4.5 Commencement Date

The Contractor shall commence with the performance of Contract effectively within 14 (Fourteen) days from the date of issuance of Letter of Acceptance or the date mentioned in Letter of Acceptance / or Letter to Proceed/Commence with the Services/Works, which may be issued after signing of Contract.

4.6 Contract Period / Work Completion Period

The Contract Period for the purpose of this Contract and as defined in General Conditions of Contract shall be: **One year (12 Months)**. Further extendable/renewable upon mutual agreement subject to the Employer's requirement and performance of service provider as per PPRA Rules 2004.

4.7 Performance Guarantee

Performance Guarantee in shape of unconditional & irrevocable Bank Guarantee (on format provided in tender document) or Pay Order to be submitted by the successful bidder for the purpose of this Contract and as specified in General Conditions of Contract shall be equal to 10% (Ten percent) of the total contract value, to be submitted prior to the signing of the Contract and within 14 (fourteen) working days of issue of Letter of Acceptance..

4.8 Insurance Policies / Registration

Prior to the signing of the Contract and within 14 (fourteen) days of issue of Letter of Acceptance, the successful bidder shall ensure following Insurance Policies for the purpose of this Contract and as specified in General Conditions of Contract:

1. Workmen's Compensation Policy Based on Total wages / salary.
2. Third Part Liability Policy on 5% of the contract value per year.
3. Indemnity Bond on Rs.100/- stamp paper.
4. Registration with EOBI, Social Security Depts. and necessary subscription

4.9 Liquidated Damages

The rate of Liquidated Damages for the purpose of this Contract and as defined in General Conditions of Contract shall be 2 percent (2%) of final contract value for each week or part of the week of delay and limited to a maximum of 10% (Ten percent) of final contract value.



4.10 Penalty/Deductions For :

a. **Delay in commencement**

The rate of penalty for the purpose of this Contract and as defined in General Conditions of Contract on account of Contractor's failure to commence the Services/Works within specified period, shall be 0.5% of final contract value per week or part of the week.

The Employers representative is authorized to fine as detailed below:-

- | | | |
|--|---|--|
| b. Short Attendance | } | "1.5 day basic wage per absence" |
| c. Late Arrivals | | |
| d. Lack Of Satisfactory Performance | } | "The Contract can be terminated by giving one month's notice to the Contractor". |
| e. Illegal Activities | | |

4.11 Mode of Payment

- a. Monthly payment will be made to the Contractor for the works as against the monthly bills, submitted by the Contractor and certified by the Employer's Representative. Monthly payment will be made after such deductions as admissible under Contract Terms & Conditions i.e. those on account of shortage of manpower, equipment material and consumable, as well as on account of sub-standard performance during execution of Services/Works, expense/loss caused by or due to non usage of Personal Protective Equipments (PPE's) by contractor Employees, the deduction of income tax (as per government rules), solely on Contractor's risk and cost
- b. The monthly payment shall be made to the Contractor subject to submission of the following supporting documents and performance record sheet attached herewith as Appendix-I to the special conditions of contract.
- i. Attendance chart of their staff and workers duly certified by Employer's Representative for the billing month.
 - ii. Satisfactory Certificate from Employer's Representative regarding use of PPEs by Employees employed at Site.
 - iii. Monthly record of utilization of equipment, material, consumables etc. duly certified by Employer's Representative.
 - iv. The performance record sheet duly certified by the Employer's Representative.
- c. Subscription with EOBI will be mandatory for processing of invoices. Any update in this regard must also be conveyed to the Employer.

4.12 Special Obligations of Contractor & Contractor's Employees

- 4.12.1 The Contractor shall be responsible and shall make good any loss, damage, theft and pilferage during the period his employees are working in the premises of the building and for which their responsibility is proved.



4.12.2 The Contractor shall sign the inventory for all plant and allied equipment fittings and fixtures etc. Any loss or damage of any plant and allied equipment, fittings and fixtures etc shall be responsibility of the Contractor.

4.12.3 The Contractor shall ensure that the manpower once provided would not be ordinarily changed from the site.

4.12.4 The Contractor should make himself available to the Employer's Representative whenever asked for and shall reply all communications issued within two days of their receipt.

4.13 Escalation Clause

No escalation in rate whatsoever on any account shall be payable to the contractor for any item of works and all rates will remain fixed during the currency of contract.

4.14 Employer-supplied services, material etc.

(Not Applicable)

4.15 Maintenance/Defect Liability Period

(Not Applicable)

4.16 Payment of salaries to Contractor's Employees

The Contractor is bound to pay Federal Government minimum declared the salaries/wages to his employees regularly within 1st week of each month. If the Contractor fails to make payment to his Employees by 5th of each month the Employer on receipt of such written complaint by the Contractor's Employees may pay the salaries and deduct such amount from the bill/invoice of the Contractor. If the Contractor persists with failure in payments of salaries/wages to his employees for two consecutive months, the Employer may terminate this Contract in terms of Clause 5.8 of the General Terms & Conditions.

Note: In case of any conflict between Special Conditions of Contract and General Conditions of Contract, the Special Conditions shall prevail.



SECTION – 5
GENERAL CONDITIONS OF CONTRACT



- **Definitions & interpretations**
- **Scope of Contract**
 - **The Contract**
 - **The Contract Period/Work Completion Period**
 - **Signing Of Agreement**
- **Works and Services**
 - **Commencement**
 - **Quality & Progress of Services/Works**
 - **Liquidated Damages**
 - **Contractor's superintendence**
 - **Quality of performance, workmanship, material, equipment**
 - **Employer's Powers in respect of Services/Works**
 - **Employer's Representative**
 - **Variations**
 - **Subletting**
- **Performance Guarantee:**
 - **Contracts valuing below Rs.500,000.**
 - **Contracts valuing Rs.500,000 and above**
 - **Validity, etc.**
 - **Coverage**
 - **Failure to furnish PG**
- **Insurances**
 - **Coverage**
 - **Notifications**
 - **Failure to Furnish Insurances**
- **Contractor's Employees**
 - **Competent Employees**
 - **Applicable rules, regulations, etc.**
 - **Liability of Contractor**
 - **Payment to Contractor's Employees, etc.**
 - **Disciplinary matters**
- **Measurement, certification and payment**
 - **Unit Price / Contract Price**
 - **Escalation**
 - **Measurement**
 - **Certification and Payment**
- **Termination**
 - **Termination without giving notice**
 - **Termination after giving Notice**
- **General**
 - **Interpretations, Notices, Approvals**
 - **Employer's Instructions**
 - **Communication**
 - **Indemnification**
 - **Protection of existing installations, properties, personnel and neighborhoods**
 - **Stamp Duty**
 - **Other Duties & taxes**
 - **Compliance with statutes, regulations**
 - **HSE, Security**
 - **Force Majeure**
 - **Arbitration**



5.0 GENERAL CONDITIONS OF CONTRACT

5.1 Definitions and Interpretations:

The following words wherever used in Bid Documents shall have meaning as specified below except where the context otherwise requires:

- | | |
|---|---|
| a. Bidder: | Any person or persons, firm or company submitting the Bid |
| b. Conditions of Contract: | General Conditions, Special Conditions and any other terms of Contract and provision of other sections of Bid Document. |
| c. Contract | Means and includes the Contract Agreement if signed, Bid Documents and any addenda thereof, Letter of Intent/Award, Letter of Acceptance, Letter to Proceed if issued separately, and Insurances, Guarantees & sureties etc. submitted under the Contract conditions. |
| d. Contract Agreement | The agreement duly signed by and executed between the Contractor and the Employer, as referred to in Special Conditions of Contract. |
| e. Contractor | The successful Bidder whose Bid has been accepted by the Employer and who enters into contract with employer and includes contractor's authorized representative and approved assignees. |
| f. Contract Time Period / Completion Period | Time period to commence, carryout, complete and execute the Services/Works excluding maintenance / defect liability period, if any, including any time period extended under Contract, calculated from Commencement date. |
| g. Contract Price | The sum stated in Letter of Acceptance or Contract Agreement, as agreed between & by the Employer and Contractor, payable to Contractor subject to such deductions and additions and mode of payment, as permissible under the Contract |
| h. Commencement Date | The date, on which the Contractor is required by Employer to commence with the performance of the Contract, notified by Employer through such letter or notice. |
| i. Day | A calendar day of 24 hours from midnight to midnight. |
| j. Defect Liability / Maintenance Period | Time period to commence, carryout, complete or fulfill the maintenance / defect liability works, if any, as identified by Employer. |
| k. Earnest Money | Bid Security |
| l. Employer | Pakistan Real Estate Investment and Management Company (Pvt.) Ltd. (a wholly owned Subsidiary of EOBI, Government of Pakistan) incorporated under the Companies Ordinance 1984. |
| m. Employer's Representative | A duly authorized person appointed by the C.E.O. of Employer or as specified in Special Conditions of Contract to act on behalf of the Employer in all matters |



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- | | |
|---|---|
| | arising out of the contract. |
| n. Employees of Contractor | Employees or Staff deployed by the Contractor for the purpose of carrying out Services/Works specified in the Contract. |
| o. Letter of Acceptance | An unbinding intimation in writing by the Employer showing acceptance of a Bid subject to terms & conditions of Bid Document / Contract and alterations/obligations as specified thereof. |
| p. Letter to Proceed / Commence with Services / Works | If separately required and issued means order by the Employer to the Contractor to commence with the Services/Works. |
| q. Owner | The 'Employees' Old-Age Benefits Institution', hereinafter referred to as EOBI. |
| r. Performance Guarantee | A bank guarantee furnished by Contractor in the manner specified in Conditions of Contract. |
| s. Scope of Work | Means and includes Section-3 of Bid Documents and any addenda thereof. |
| t. Services/Works | Mean and include the services and works described in Scope of Work of Bid Documents and any addenda thereof. |
| u. Site | Means land, place, etc. for provision, execution and carrying out of Services/Works, and as specified in Conditions of Contract, or any other place as notified by Employer. |
| v. Bid | Bid or Offer made by the Bidder in response to this invitation for bids / Tender notice. |
| w. Bid Documents | The documents provided and herein and itemized in 'Table of Contents' including any addenda or corrigendum thereof. |

5.2 Scope of Contract

a. The Contract

The Contract comprises the execution and performance of the Services/Works, and insofar as not otherwise specified in the Contract, provision of any Services/Works and everything required in and for such execution, supervision and management, so far as the necessity for providing the same is specified in the Contract or is to be reasonably inferred from the Contract.

b. The Contract Period/Work Completion Period

Subject to any requirement to execute and perform any portion or part of Contract before whole Contract, the period of Contract shall be the period as specified in Special Conditions of Contract. It shall commence from the date of commencement of Services/Works as specified thereof. The period of Contract may be extended as determined suitable by the Employer on terms and conditions mutually agreed by both parties.

c. Signing Of Agreement

Within the time period specified in Special Conditions of Contract, the successful Bidder is required to sign an Agreement with the Employer in



accordance with the prescribed specimen attached as Appendix-A to Section-7 of Contract, with such modifications as agreed upon and considered necessary.

5.3 Works and Services

a. Commencement

The Contractor shall commence the Services/Works within the period specified in Special Conditions of the Contract. The Contractor shall bear all costs and expenses required by him in connection with such commencement. The Employer shall arrange to make available to Contractor the Site or such portions of Site thereof in a manner and timeframe as required and deemed necessary under this Contract. In the event of failure on Contractor's part to commence the Services/Works within specified period on account of any reason, Employer reserves the right to levy penalty at a rate specified in Special Conditions of the Contract during period of such delay. The penalty clause would be effective if the Employer's Representative reports such delay while verifying the Contractor's bills/invoices. If the Contractor fails to commence the Works/Services within specified period and if contract is cancelled due to above reason 10% penalty may be imposed in addition to the risk and cost amount.

b. Quality and progress of Services/Works

The Contractor shall provide all equipment, material, workmanship and commit overall performance of the kinds and standards as required for under the Contract or in accordance with the Employer's instructions. The Contractor shall furnish to the Employer with a true and accurate statement showing detail of works done and services rendered under the Contract on formats and within time-intervals as specified or agreed by the Employer. Should in the opinion of Employer, the quality of progress or performance fails to conform to the stipulations of the Contract, Employer may inform the Contractor who shall take necessary actions to comply with the requirements under contract. The Employer however, reserves the right to take remedial actions under the Contract including but not limited to carrying out necessary Services/Works through other sources to obtain desired results, such that the costs and expenses involved in doing so plus any premium as specified by Employer shall be born by the Contractor.

c. Liquidated Damages

If the Contractor fails to complete the Services/Works or any part thereof within the time prescribed under Contract for the whole of Services/Works or the part thereof, then the Employer shall be entitled to receive by way of liquidated damages a percentage of contract value prescribed in Special Conditions of Contract (Clause 4.9). Without prejudice to any other method of recovery, the Employer may deduct such amount from any moneys payable to Contractor. Such deduction shall not, however, relieve the Contractor of his liabilities and responsibilities under the Contract.

d. Contractor's superintendence

The Contractor shall provide all necessary superintendence during the execution of Contract period and defect liability/maintenance period if any. The Contractor or an approved representative of Contractor shall give his whole time to such superintendence.



e. Employer's Powers in respect of Services/Works

- i. The Employer's powers include but are not limited to observing, inspecting, approving/disapproving and ordering necessary alterations to the Services/Works, including checking and examining suitability of all materials/manpower/equipment to be provided/used and all performance and deliveries required in connection with the Contract. The Employer also has the power to assess the amount of deductions that shall be made from the contractor's bills/invoices on account of penalties, liquidated damages, as well as on account of sub-standard performance, expense/loss caused by or due to non-usage of protective equipments by contractor Employees, or due to non-compliance of any standards on Contractor's part, and to effect deduction of such amounts from the bills of the Contractor.
- ii. The Employer also has the power object to and require the Contractor to remove forthwith from the Site any Employees of the Contractor who in the opinion of the Employer's Representative misconducts themselves or are incompetent or negligent in the proper performance of their duties or whose employment is otherwise considered by the Employer's Representative to be undesirable and such persons shall not again be employed upon the Services/Works without the written permission of the Employer. Any Employee so removed shall be replaced without delay by a competent substitute approved by the Employer.

f. Employer's Representative

The Employers Representative as specified in Special Conditions of Contract has been delegated the powers vested in Employer whereby any written instructions or approval given by him, during the period of his authorization is to be deemed just as binding on the Contractor as though it had been given by the Employer, provided that:

- i. Failure of the Employer's Representative to disapprove any Services/Works or materials shall not prejudice the power of the Employer to subsequently disapprove such work or materials and to order the removal thereof.
- ii. Approval of the Employer's Representative of any Services/Works in no case releases the Contractor from his sole responsibility and liability for the supply of specified manpower, materials and equipment for execution of the Services/Works in accordance with the Contract.
- iii. If the Contractor is dissatisfied with any decision of the Employer's Representative, he will be entitled to appeal to the Grievance Redressal Committee of PRIMACO. If any grievance still remains the matter will be referred to CEO (PRIMACO) who shall thereupon confirm, reverse or vary such decision. In case of any dispute remains, the matter should be resolved through Arbitration.
- iv. No action as aforesaid in this clause taken by the Employer, or the Employer's Representative shall relieve the Contractor of any of his liabilities under the Contract or give rise to any right to compensation or to any other claim.

g. Variations

- i. The Employer can order any variation in security services as per the unforeseen emergent requirements but, not more than 15% of total contract price, in the form of quality or quantity of the Services/Works or any part



thereof, which may in their opinion, be necessary. For above purpose or for any other reason, the Employer has the power to issue following binding instructions in writing:

- To increase or decrease the quantity of any Services/Works as per defined location / new location
- To omit any such Services/Works from the Scope of Work
- To change the character, quality or kind of any such Services/Works
- To place an order for execution by Contractor requiring additional Services/Works of any kind, in connection with or ancillary to the Scope of Works

ii. The valuation of any alterations/additions/deletions in the Scope of Works shall be based on the rates/prices quoted by the Contractor in the approved Bid. In case any item is not covered in approved Bid then the prices shall be mutually agreed in writing based on the complete rate analysis of all items giving full detail of material cost, labour cost and / or overheads.

h. Subletting

Should the Contractor desire to sublet any portion of the Services/Works, he should make such request to the Employer in writing giving full details of the proposed sub-contractor and portion of Services/Works desired to be sublet for approval of the Employer. Further subletting of Contract by the Contractor without the written consent of the Employer will constitute a breach of the Contract. Approval of Employer given as above shall in no case absolve the Contractor from his responsibility for the due performance of Contract and the sole responsibility of the performance of the Contract including sub-letted Services/Works shall rest with the Contractor. Contractor shall be responsible for the payments to sub-contractor and Employer shall not entertain any claims, complaints etc. in respect of above.

5.4 Performance Guarantee:

a. Validity and Release.

It is Contractor's responsibility to arrange that the PBG submitted as above remains valid for Contract Period / Work Completion Period and Maintenance/Defect Liability Period (if any) and default or delay on this account shall render contractor's bills/invoices liable to holdup. On successful completion of the Contract Period and Maintenance/Defect Liability Period (if any), and upon fulfillment of all the obligations under the Contract, the Performance Guarantee submitted as above would be returned to the Contractor.

b. Coverage

The Performance Guarantee required and furnished under the Contract shall cover the faithful performance of the Contract and discharge of all obligations and responsibilities covered under Contract by the Contractor. The Employer's right to recover damages from Contractor for breach of Contract shall in no case be limited to value of Performance Guarantee.

c. Failure to furnish PG

Failure to furnish/update performance Guarantee will entitle Employer to consider the successful bidder/Contractor as having abandoned the Contract and to be at default, and to this effect take necessary remedial action against



him including but not limited to forfeiture of the Earnest Money and claim any other loss or damage resulting to Employer by reason of the aforesaid default.

5.5 Insurances

a. Coverage

The Contractor shall arrange for and furnish to the Employer the Insurance as specified in Special Conditions of Contract and must make good at his own cost all losses or damages to anything or anyone, arising out of or during the progress of Services/Works and shall keep the said policies in force during the entire Contract Period and maintenance/Defect Liability Period if any and produce to the employer's representative the receipts for payment of the premiums, subject to following general guidelines:

- i. The insurance, where necessary, shall be assigned in the name of Employer.
- ii. Workmen's Compensation policy shall be based on the total wages/salary and to that limit required by the law of Pakistan for the workers and other persons in the employment of the Contractor (Contractor's Employees).
- iii. Third Party Liability Policy and Contractor's All Risk Policy shall be up to the Contract Price plus 10% (ten percent) to cover any additional expense or loss etc.
- iv. The insurance must be obtained from any AA rated insurance companies.

b. Notifications

It shall be the responsibility of Contractor to notify the Insurance Company for any matter or event which is required to be notified under such the terms of such policies and Contractor shall accept all liabilities resulting from any default on this account.

c. Failure to Furnish Insurances

In case the Contractor fails to furnish Insurance Policies as specified above, the Employer without prejudice to any other right or remedy, may affect and keep in force any such Insurance and pay necessary premiums and deduct the amount so paid from any moneys due or which may become due to Contractor. The insurance obligations under this Contract in no case release the Contractor from the obligation to reasonably safeguard against the accidents, physical injuries and contagious diseases and he must take reasonable precautions and adopt proper safety measures to guard his Employees, third parties, and properties etc. during the course of Contract.

5.6 Contractor's Employees

a. Competent Employees

The Contractor shall make his own arrangements for the provision and employment of all employees in connection with the performance of the Contract, provided that only such persons are provided for and employed which are competent to perform, carryout, execute, supervise and maintain required Services/Works as per Scope of Work. The Employer shall be at liberty to object to and require the Contractor to remove forthwith from the Site any Employees of the Contractor under the terms of Contract.



b. **Applicable rules, regulations, etc.**

The Contractor shall at all times during the period of the Contract conform in all respects with and carry out all obligations imposed on him by the provisions and requirements of any Law and of any Regulations or orders of any Government (Central, Provisional or local) or any authority which may be applicable including any such Law, Regulation or Order passed or made or come into force after the date of the submission of Bid by the Contractor. Contractor is liable for compliance of minimum applicable wages, as and when approved by GoP.

c. **Liability of Contractor**

The Contractor shall be liable for or in respect of any damages or compensations payable according to the provisions of Workmen's Compensation Act and any other laws in force, in respect or in consequence of any accident, injury, death arising in connection with this Contract or any sub-letting.

d. **Payment to Contractor's Employees, etc.**

The Contractor shall make payments due to his Employees payable to them from time to time under the applicable rules and regulations. Unless repugnant to the context of this Contract and/or so required to meet desired rate of progress, the Employees of the Contractor shall not be required to work on Public Holidays.

e. **Disciplinary matters**

The Contractor shall be fully responsible for the acts and omissions of persons provided/employed by him under the Contract. The Contractor shall be solely responsible for all disciplinary matters regarding his Employees and shall bear all the damages / losses incurred by Employer or Owner due to negligence / misconduct of the Employees. The Contractor shall be liable to pay at actual the amount claimed by the Employer/Owner on account of losses / damages so caused to men / material / property of Employer/Owner. In case of failure of the Contractor to pay the amount claimed as above, the same shall be deducted from Contractor's bills, Earnest Money, Performance Bond or any other moneys payable to Contractor by Employer on any account, without prejudice to any further suitable lawful action.

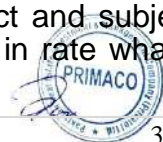
5.7 Measurement, certification and payment

a. **Unit Price / Contract Price**

Subject to specific limitations and instructions provided in the form of financial bid or Special Conditions of Contract or Scope of Work, unit prices shall include all basic and additional costs, expenses and provisions etc. required for the execution, completion and defect liability etc. of the Contract, directly and indirectly. The total Contract Price shall be price named in Financial Bid subject to approval and acceptance, including additions thereto and/or deductions there from, including price of all material, manpower, supervision, services, works and all costs in connection with the fulfillment of all conditions and performances under the Contract. It also includes costs of transportation to site, all Government taxes and charges, local bodies' charges, insurances & banking expenses, and all other expenses required to execute the Services/Works as per the Bid Documents.

b. **Escalation**

Unless provided for in Special Conditions of the Contract and subject to such terms and conditions as specified therein, no escalation in rate whatsoever on



any account shall be payable to the Contractor for any item of Services/Works and all rates will remain fixed during the entire period of the contract.

c. Certification and Payment

The Contractor shall submit bills/invoices along with necessary statements and supports to the Employer's Representative in a manner specified in Special Conditions or Scope of Work. Only after checking the correctness of the bill, making deductions and withholding payables as required under the Contract, the Employer's Representative shall certify the said bill/invoice and forward it to competent authority for further processing. Without prejudice to right of demanding and recovering any amount from Contractor's payments on account of any account under the Contract supported by subsequently discovered evidence, the Employer shall pay and Contractor shall receive such amount as determined above.

5.8 Termination

a. Termination without giving notice

The contract is liable to be terminated by Employer without prior notice to Contractor and at Contractor's risk and cost if the Contractor:

- i. Becomes or is adjudged insolvent or being an Incorporated Company is ordered or resolved to be wound-up, or
- ii. Hinders the Contract, or abandons the Contract, or
- iii. Sublets the Contract except for the manner and procedure provided in Contract, or
- iv. Fails to proceed with the Contract, commence the Services/Works, maintain the due progress of or complete the Services/Works under the Contract, or
- v. Neglects or fails to observe and perform any conditions under this Contract, or as per Scope of Work specified in the Contract, or
- vi. On account of above or on any other account described in the provisions of Contract, acts or fails to act constituting a default or breach of the Contract

Provided that such termination shall empower the Employer to forfeit Performance Guarantees, Earnest Money, and any moneys payable to Contractor by Employer under the Contract, without prejudice to Contractor's right to initiate any other lawful action against Contractor.

b. Termination after giving Notice

The Employer shall also have the right to terminate the contract by giving a 30 days notice if it decides to discontinue the services of the Contractor due to any reasons other than those mentioned above or in Instructions to Bidders or Conditions or Scope of Work of the Contract. However, in such a case the Employer shall not invoke/forfeit the Performance Guarantee of the Contractor and shall make a fair assessment of the payments due to the Contractor and release the same as full and final settlement of the accounts under the Contract.

5.9 General

a. Interpretations, Notices, Approvals

Where context so requires, words in singular imply plural and vice versa, and words implying parties to Contract shall include firm, partnership, sole proprietorship company/corporation etc. having legal capacity. Unless otherwise specified, any notice, consent or approval under Contract shall be in writing. Approval or consent required under Contract shall not be unreasonably withheld or delayed. Approval by the Employer under the Contract shall not relieve the Contractor from any of his responsibilities under the Contract.



b. Employer's Instructions

The Employer has the right to issue from time to time instructions, directions and guidelines collectively referred to as "Employers' Instructions" to the Contractor as deemed necessary by Employer, in connection with the execution and performance of Services/Works under the Contract.

c. Communication

A written communication under Contract shall be deemed to be delivered when posted to parties' address through registered post or courier or handed over to an authorized representative of the parties.

d. Indemnification

The Contractor indemnifies and keeps indemnified the Employer in respect of all claims, damages, compensations, suits, actions, proceedings or expenses arising out of in consequence with any accident or injury sustained by any Employee or other person, or property whatsoever, whether in the employment of the Contractor or not, while in or upon the said Services/Works or at the Site of the same or in consequence of any activity under the Contract, and the Employer shall not be liable to defend any claim whether brought under the Workman's Compensation Act or any other Law of State or otherwise in respect of or in relation hereto.

e. Protection of installations, properties, equipment, personnel and neighborhoods

Notwithstanding any other safeguard or security provided under the Contract, the Contractor shall take full responsibility of and make good damage or loss or injury to existing installations, properties, equipment including equipment employed by Contractor, personnel and neighborhoods at or around the Site, arisen out of any cause save by cause of Force Majeure as defined in the Contract.

f. Stamp Duty

In accordance with Stamp Act 1899 & any further amendment thereafter, the successful Bidder will be required to bear stamp duty at applicable rate for the execution of the contract agreement.

g. Other Duties, taxes, levies, etc.

All duties, taxes, levies, royalties etc. which the Contractor may be liable to pay shall be on the Contractor's account and entirely the responsibility of the Contractor.

h. Compliance with laws, regulations

The Contractor shall conform in all respects with the federal, provincial or local statutes, ordinances, regulations and rules etc. in relation to execution of Contract and shall keep the Employer indemnified against all liabilities and penalties for breach of such provision. The Contractor shall pay all moneys payable under any head to federal, provincial or local authority including EOBI.

i. HSE, Security

All obligations and responsibilities regarding health, safety and environmental matters under federal, provincial or local statutes, ordinances, regulations and rules etc. which the Contractor may be liable to obey shall be on the Contractor's account and entirely on the cost and expense of the Contractor. Due precaution shall be taken by Contractor to ensure the safety and security of his staff and equipment etc.



j. **Force Majeure**

Any delay in or failure of performance of the Contractor or in fulfillment of any obligation by the Employer, hereto shall not constitute default hereunder or give rise to any claim for damages if and to the extent such delay or failure of performance is caused by 'Force Majeure' including: natural calamities, war, rebellion or sabotage civil commotion or damage resulting there from, fire or explosions, accidents, breakdown, riots, commotion, strikes (excluding the strike of the employees of the Contractor) epidemic, change in Laws preventing any party from performing its part under the Contract or any other causes whether or not of the same class or kind as those specifically stated above, which are not within the control of the party affected and which by the exercise of reasonable diligence the party affected is unable to prevent.

k. **Arbitration**

In the event of any claim or dispute arising out and the Contractor is dissatisfied with any decision of the Employer's Representative, after appealing to the Grievance Redressal Committee of PRIMACO and later on to CEO (PRIMACO), if dispute remains unresolved, the matter shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Venue of Arbitration will be Islamabad.



SECTION - 6
APPENDICES
(Specimen of Forms)



APPENDIX –A
FORM OF AGREEMENT

Tender Enquiry No.
Contract No.
Title:

CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into at Islamabad on this _____ day of _____, 2023 by and between Pakistan Real Estate Investment & Management Company (Pvt.) Ltd. having its registered office at EObI House, Plot # 32, 33 & 34, Sector G-10/4 Mauve Area, Islamabad, hereinafter referred to as the “Employer” (which expression shall unless repugnant to the context mean and include their respective successors-in –interest and assigns) of the one part,

AND

M/s. _____,
having its registered office at _____,
hereinafter referred to as the “Contractor” (which expression shall unless repugnant to the context mean and include its successors-in –interest and assigns) of the other part.

WITNESSTH:

WHEREAS, the Employer is desirous for (Title) _____ and has accepted the Bid of the Contractor for the same.

AND WHEREAS, the Contractor has already furnished to the Employer the following as required under the terms of Contract (*Insert as per contract requirement*):

- | | |
|--------------------|-----------------|
| 1. Required: _____ | Provided: _____ |
| 2. Required: _____ | Provided: _____ |
| 3. Required: _____ | Provided: _____ |
| 4. Required: _____ | Provided: _____ |

NOW THEREFORE, for and in consideration of the promises, negotiation, covenants and agreements hereunder contained and to be performed by the parties hereto, the said parties hereby agree and covenant as follow:

- Article-1: Words and Expressions:
In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract.
- Article-2: Services/Works and compensation of the Services/Works:
The Contractor hereby covenants with the Employer for the execution, performance and completion of the Contract and of the Services/Works embraced therein including remedy of defects, according to and in conformity with the specifications, conditions and provisions of the contract, or agreed in course of subsequent understanding in accordance with the contract. The Employer covenants to pay the Contractor and the Contractor consents to receive and accept from Employer as full



compensation the Contract Price Rs. _____ (in words Rupees _____) in consideration of the execution, performance and completion of the Contract in the manner prescribed by the contract subject to ascertainment of such price as per approved rates and such deduction as are allowed under provisions of contract.

3. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
- a) Contract Agreement
 - b) Bid Documents including:
 - 1. Invitation Letter, Form of Bid and Annexure
 - 2. Instruction to Bidders
 - 3. General Conditions of Contract
 - 4. Specific Conditions of Contract
 - 5. Scope of Work
 - 6. (Approved) Financial Bid / Schedule of items
 - c) Letter of Acceptance No. _____ dated _____ Contractor's Acceptance dated _____, Letter to Proceed/Commence No. _____ dated _____.
 - d) Performance surety and insurance as described above.

IN WITNESSES WHEREOF, the parties hereto have set their respective hands and seal on the day and year first above written.

For and on behalf of Employer:
M/s. Pakistan Real Estate Investment Management Company (Pvt.) Ltd.

Signature: _____

Name: _____

In presence of:
WITNESS:

1. Signature: _____

Name: _____

CNIC #: _____

For and on behalf of Contractor:
M/s:

Signature: _____

Name: _____

WITNESS:

1. Signature: _____

Name: _____

CNIC #: _____



APPENDIX-B

FORM OF PERFORMANCE BANK GUARANTEE
(ON STAMP PAPER OF APPROPRIATE VALUE)

Guarantee No. _____
Dated: _____
Value Rs. _____
Expiry Date: _____

M/s. Pakistan Real Estate Investment & Management Company (Pvt.) Ltd.
EOBI House, 2nd Floor, Plot No. 32, 33, 34 Mauve Area
G-10/4, Islamabad.

Dear Sirs,

In consideration of you entering/having entered into Contract No. _____ against Tender Enquiry No. _____ with M/s. _____ hereinafter called the "Contractor" and in consideration of value received from the Contractor, we hereby agree and undertake as follows:

1. To make unconditional payment of Rs. _____ and in such amount as you may require from time to time, as and when called upon by you to do so, being amount covering security for the due fulfillment by the Contractor of all liabilities, obligations, commitments and total and faithful performance of the above-said Contract by the Contractor or contractor's representative(s) or assignees, of which you shall be sole judge.
2. To accept written intimation from you as sufficient evidence of the existence of a default or breach or non-compliance as aforesaid on the part of the Contractor and to make payment immediately upon receipt of the written intimation.
3. To keep this guarantee in full force from the date of this guarantee till all the obligations of the Contractor under Contract are duly fulfilled by the Contractor to your satisfaction.
4. Your indulgence or arrangement or alteration etc. whatsoever with the Contractor in respect of performance of the Contract with or without notice to us shall in no manner discharge or affect this guarantee and our liabilities are committed hereunder.
5. The guarantee shall be binding on us and our successors-in-interest and shall be irrevocable. The guarantee shall not be affected by any change in composition or constitution of the guarantor bank.
6. The Guarantee shall remain valid up to _____.

For and on Behalf of the Guarantor Bank
Signature and Seal



**APPENDIX-C
(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (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 Supplier] 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 Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]



APPENDIX-D
FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____
Name of Principal (Bidder) with address: _____

Penal Sum of Security (express in words and figures): _____

Bid Reference No. _____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer;
and

WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid;**
- (2) that in the event of;**
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Clause 34 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Bidders,

then the entire sum be paid immediately to the said Employer as liquidated damages and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of



his being requested to do so, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:
1. _____

Corporate Secretary (Seal)

Signature _____
Name _____
Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)



APPENDIX- E

FORM OF DECLARATION OF NO BLACKLISTING AND LITIGATION

(To be submitted on non-judicial stamp paper or e-stamp paper)

I/we _____, address _____, do hereby solemnly affirm and declare as under:-

- That our firm has not been blacklisted/ debarred from any Government/ Semi Government/ Autonomous/ Public Sector Organization or any Agency.
- That the firm has not been involved in any kind of litigation.
- That there is no litigation between partners of the firm.

We further, affirm and declare that above is true to best of our/my knowledge and that nothing has been concealed or hidden therein.

Signature of authorized signatory

Name: _____

Designation: _____

CNIC: _____

Seal/ Stamp: _____

Date: _____

Note:

- i. Duly signed by owner/CEO of the company or authorized representative having authority letter.
- ii. To be submitted on non-judicial stamp paper.



SECTION - 7
FINANCIAL BID'S FORMS



FINANCIAL BID (A)

EOBI Hotel Project at Lahore

Schedule of Rates to be filled-in by the Tenderer:

Sr.No.	Category	Personnel Strength	Rate/Guard/Month	Total Rate of Per Month Rs. (To be filled by Tenderer)	Rate of Annual Amount Rs. (To be filled by Tenderer)
1	Security Supervisor	02			
2	Armed Security Guard	06			
3	Unarmed Security Guard	06			
Total PKR Inclusive of all Taxes, levies etc.					

Total Amount per Month in Words: _____

Total Amount per Year in Words: _____

NOTE:

- 1. All the above quoted rates shall be treated as inclusive of all the works required to be performed by the Contractor as Scope of Work given in the tender Documents on two shifts basis.**
- 2. All quoted rates shall be inclusive of all Government taxes, duties, levies etc and compliant to applicable minimum wages by Government of Pakistan.**
- 3. The monthly payments on the basis of above rates and in accordance with the attendance sheet verified by the EMPLOYER'S REPRESENTATIVE.**

Signature & Seal of the Contractor



FINANCIAL BID (B)

EOBI Mall Mix Use Development Project at Lahore

Schedule of Rates to be filled-in by the Tenderer:

Sr. No.	Category	Personnel Strength	Rate/Guard/Month	Total Rate of Per Month Rs. (To be filled by Tenderer)	Rate of Annual Amount Rs. (To be filled by Tenderer)
1	Armed Security Guard	02			
2	Unarmed Security Guard	02			
Total PKR Inclusive of all Taxes, levies etc.					

Total Amount per Month in Words: _____

Total Amount per Year in Words: _____

NOTE:

- 1. All the above quoted rates shall be treated as inclusive of all the works required to be performed by the Contractor as Scope of Work given in the tender Documents on two shifts basis.**
- 2. All quoted rates shall be inclusive of all Government taxes, duties, levis etc and compliant to applicable minimum wages by Government of Pakistan.**
- 3. The monthly payments on the basis of above rates and in accordance with the attendance sheet verified by the EMPLOYER'S REPRESENTATIVE.**

Signature & Seal of the Contractor



FINANCIAL BID (A + B)

Schedule of Rates to be filled-in by the Tenderer:

Sr.No.	Location	Total Amount Per Month (Rs)	Total Amount Per Anum (Rs)
A	EOBI Hotel Project at Lahore		
B	EOBI Mall Mix Use Development Project at Lahore		
Total Amount (PKR) [A+B]			

Total Amount per Month (A+B) in Words: _____

Total Amount per Year (A+B) in Words: _____

NOTE:

- 1. All the above quoted rates shall be treated as inclusive of all the works required to be performed by the Contractor as Scope of Work given in the tender Documents on two shifts basis.**
- 2. All quoted rates shall be inclusive of all Government taxes, duties, levis etc and compliant to applicable minimum wages by Government of Pakistan.**
- 3. The monthly payments on the basis of above rates and in accordance with the attendance sheet verified by the EMPLOYER'S REPRESENTATIVE.**
- 4. Any other services at any other location as per Clause 5.3 Sub Para 'g' will be provided on above mentioned rates.**

Signature & Seal of the Contractor



SECTION - 8
TECHNICAL BID'S FORMS



APPENDIX – A ELIGIBILITY AND QUALIFICATION FORM (E&Q)

[The Bidder should complete this schedule and attach relevant supporting documents]

1.1 STATUS OF BIDDER:

Bidder's Legal Name:	
Owner's Name(s) and CNIC (s)	
Country of Registration:	
Address in Country of Registration:	
Year of Registration with SECP;	
Pakistan Eng. Council License No	
Tax Identification Number – NTN	
Name & Mobile No of Authorized Representative for this Tender	
Landline Contact Number	
Valid Email Address	
No. of Firm's Branches	
Branch Address, Lead Name & Contact details – 01	
Branch Address, Lead Name & Contact details – 02	
Branch Address, Lead Name & Contact details – 03	
Branch Address, Lead Name & Contact details – 04	



1.2 SIMILAR NATURE OF ASSIGNMENTS

Contract No 1		
Contract Name:		
Award Date: Completion Date:		_____ %age completed
Role in Contract (Contractor or Sub Contractor):		
Brief Description of Work undertaken		
Total Contract Amount in PKR		
If partner in a JV or subcontractor, specify participation of total contract amount:	Percentage of Total:	
Employer's Name Address Telephone Number Fax Number e-mail address		

*(ADD MORE SHEETS BASED ON EVALUATION CRITERIA)
(ALSO ATTACH COMPLETION CERTIFICATES, WORK ORDER/LETTER OF
ACCEPTANCE OF EVERY ASSIGNMENT)*



1.3 ANNUAL TURNOVER OF THE FIRM FOR THE LAST THREE YEARS

Year	Total Amount for the Year in Millions of PKR

1.4 PROPOSED TEAM

Name	Role/Responsibility	Qualifications & General experience (years)	Experience in proposed post (years)
<i>[complete and attach CV for the nominee(s)]</i>			

1.5 ATTACH CERTIFICATE OF NO LITIGATION AND NON-BLACKLISTING OF THE COMPANY FROM ANY GOVT. / SEMI GOVERNMENT / PRIVATE ORGANIZATION

Authorized Signature:		Date	
Name & Title of Signatory:	Name: Title:		

Duly authorized to sign on behalf of

Company Name of Bid		Seal or stamp
---------------------	--	---------------

NOTE: To be submitted by the Contractor with Technical Proposal.



APPENDIX – B PROPOSED SCHEDULE

Bidder to propose deployment schedule time with number of calendar days as per below table, duly signed and stamped, and to be submitted in Technical Bid envelope;

Sr. No.	Location	No. of Calendar days
A	EOBI Hotel Project at Lahore	
B	EOBI Mall Mix Use Development Project at Lahore	



APPENDIX – C METHOD OF PERFORMING THE SERVICE

Bidder to narrate service delivery, its deployment, monitoring, trainings, control & coordination, liaising, retention, and staff leaves management and salaries etc. Complete in all respective to the scope of work/service as stated in SECTION – 3.



APPENDIX – D LIST OF MAJOR EQUIPMENT

Bidder to tabulate all available assets/weapons etc. as per this Appendix duly signed and stamped, to be submitted in Technical Bid envelope.



APPENDIX – E ORGANIZATION CHART TO SUPERVISORY STAFF

Bidder to submit this Appendix duly signed and stamped, and to be included in Technical Bid envelope.



APPENDIX – F HEALTH, SAFETY & ENVIRONMENT POLICY

Bidder to submit this Appendix duly signed and stamped, and to be included in Technical Bid envelope.

