



EMPLOYEES' OLD AGE BENEFITS INSTITUTION

General Administration Department

EOBI Head Office

TENDER & CONTRACT DOCUMENTS



PROVISION OF SECURITY SERVICES FOR EOBI
B&C-III DEPARTMENT, 13 REGIONAL OFFICES AND ONE FIELD OFFICE IN
ISLAMABAD CAPITAL TERRITORY, PUNJAB, KHYBER PAKHTUNKHWA AND
GILGIT BALTISTAN

SINGLE STAGE- ONE ENVELOPE METHOD (LEAST COST)

Issued To: _____

Issued On: _____

Tender Enquiry #:

Director (GAD)

General Administration Department, EOBI Head Office,
190/1/B, Block-2, PECHS, Karachi

Tel: 021-99225397

Email. director.gad@eobi.gov.pk

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SECTION -1

1.0 Invitation Letter, Form of Bid **&** **Annexure to the Form of Bid**

INVITATION FOR BIDS.

1. The Employees' Old-Age Benefits Institution (EOBI) invites bids from reputable licensed Security Companies / Firms for providing security services to its **B&C-III DEPARTMENT, 13 REGIONAL OFFICES AND ONE FIELD OFFICE IN ISLAMABAD CAPITAL TERRITORY, PUNJAB, KHYBER PAKHTUNKHWA AND GILGIT BALTISTAN** from the eligible bidders **who are registered with PPRA for E-Procurement on "e-Pak Acquisition and Disposal system (e-PADS)"**, having Income & Sales Tax registration and are on Active Taxpayers List (ATL) of FBR & relevant revenue boards . For using the e-PADS, unregistered bidders may first register on website <https://eprocure.gov.pk/#/supplier/registration>; in case of any technical difficulty in registration or using e-PADS, the prospective bidders may contract PPRA's technical team.
2. **Single Stage One Envelop Bidding Procedure** Method of Procurement will be used by adopting **Least Cost Based Selection (LCBS) procedure**, in line with the Public Procurement Rules, 2004.
3. The complete set of bidding documents containing complete information and detailed terms & conditions are available on the websites of **EOBI (www.eobi.gov.pk)** and **e-PADS (www.eprocure.gov.pk)** and can be downloaded free of cost. Interested eligible bidders may obtain further information from, **EMPLOYEES' OLD AGE BENEFITS INSTITUTION, EOBI House 190/1/B, BLOCK II, PECHS, NURSERY, KARCHI**, Tel 021- 99225397, during office hours.
4. All e-bids must be submitted through e-PADS. Manual submission of bid will NOT be accepted/ entertained. The bids must be supported by Bid security of **Rs. 500,000/-** in the shape of pay order/demand draft/ call deposit/banker's cheque, which must reach to the undersigned on/or before **1100 hours** by **07th February 2025**. E-bids will be opened on the same date at **11:30 hours** on eprocure.gov.pk.
5. EOBI may reject all bids at any time prior to the acceptance of a bid by invoking rule 33 of Public Procurement Rule (PPR), 2004.

Director (GAD)

General Administration Department, EOBI Head Office,
190/1/B, Block-2, PECHS, Karach
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FORM OF BID

To
The Director (GAD)
Employees' Old-Age Benefits Institution (EOBI),
Karachi

Subject: Provision of Security Services to EOBI B&C-III Department, 13 Regional office and one field office in various cities in Punjab, Khyber Pakhtunkhwa, Gilgit Baltistan and Islamabad Capital Territory

- 1.1 Having examined the Bid Documents, conditions at Site and addenda (if any) for the subject Services, I/we, the undersigned offer to undertake the said Services, 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-7 "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 within the period mentioned in the Annexure-'I' to the Form of Bid and in Special Conditions of Contract.
 - b. To perform the Services 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 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 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.
- a. To provide specified Performance Guarantee(s) (to be approved by Employer) within the period mentioned in the Annexure-'I' to the Form of Bid and in Special Conditions of Contract, to be jointly and severally bound with me/us in the sum named in the Annexure-'I' to the Form of Tender 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 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, enclosed in Financial Bid Envelop, 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 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.

Dated this _____ day of _____ 2025.

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 to EOBI B&C-III Department,13 Regional office and one field office in various cities in Punjab, Khyber Pakhtunkhwa, Gilgit Baltistan and Islamabad Capital Territory
- b. Signing of Contract Agreement Within 07 calendar days of acceptance 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 07 calendar days from the date of acceptance of Letter of Acceptance or the date mentioned in Letter of Acceptance / or Letter to Proceed/Commence with the Services. (As per detail given in and Special Conditions of the Contract.)
- e. Contract Time period (work completion period): 02 (Two) Year / 24 months
(As per detail given in Special Conditions of the Contract.)
Extendable for additional period as per Employer’s requirement and depending on performance of services, in line with PPRA rules.
- f. Performance Guarantee required from successful Bidder: 5% (Five percent) to be furnished within 21 calendar days of acceptance of Letter of Acceptance.
- g. Liquidated Damages: As per detail given in Special Conditions of the Contract.
- h. Penalty/Deductions As per detail given in Special Conditions of Contract General Conditions of the Contract.
- i. Bid price:To be filled-in by Bidder) (As per Bid of Documents)
- j. Employer Employees’ Old Age Benefits Institution
- k. Employer’s Representative A duly authorized person appointed by the Institution of Employer or as specified in Special Conditions of Contract to act on behalf of the Employer in all matters arising out of the contract
- l. Employees of Contractor Employees or Staff deployed by the Contractor for the purpose of carrying out Services/Works specified in the Contract

SECTION – 2
INSTRUCTIONS TO BIDDERS

2.0 INSTRUCTIONS TO BIDDERS

2.1 General

Employees' Old-Age Benefits Institution (EOBI), Ministry of Human Resources Development and Overseas Pakistanis, Government of Pakistan, is autonomous body and working under EOBI Act 1976. The EOBI intends to carryout procurement of the Services 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. 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.

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 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 & compliance to Rules/regulation related to Labor Law, etc. 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 Government Taxes should be included in price quoted.

2.5 Bid Security

- I. Bidder shall be responsible to submit the original bid security instrument of Fixed Amount of Rs. 500,000 in form of in shape of pay order/demand draft/ call deposit/banker's cheque in favour of EOBI on or before closing date and time of Bid in to Director (GAD) EOBI House 190/1/B Block II, P.E.C.H.S Nursery Karachi,.
- II. Bidder shall also upload scanned copy of the bid security instrument amounting to Rs.500,000/- (Rupees Four hundred thousand only) on e-PADS with its technical proposal
- III. After the expiry of validity of Bid or the Pay Order 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:
 - I. If a bidder is disqualified on the basis of misrepresentation which tantamount to "fraudulent practice" as per Rule 2 (f) (iv) of PPRs 2004
 - II. if the bidder withdraws his bid during bid validity period.
 - III. if the bidder does not accept the arithmetic correction of his Bid Price
 - IV. In the case of successful bidder, if he fails within the specified time limit to:
 - a. furnish the required Performance Security; or
 - b. 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. Conditional Bid(s) will be rejected in compliance with PPRA Rules 2004. 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. The Bid must be submitted through e-PADS, on or before the time and date fixed for submission of the Bids. 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, 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, is required to 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 Bid Submission

The Bid must be submitted through e-PADS, on or before the time and date fixed for submission of the Bids. No conditional Bid will be entertained rather will be marked Non Responsive.

2.9 Bid Evaluation Procedure(Single Stage One Envelope System)

The method for bid evaluation shall be single stage one envelope and the procedure for evaluation of bid shall be Least Cost Based Selection (LCBS).

2.10 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. Eligibility Criteria has been fulfilled.

2.11 Documents Accompanying the Bid

2.11.1 The technical and financial proposals will be opened on the same day, 30 minutes after bid closing time in the presence of the Service Providers or their authorized representative who wishes to attend.

- a. Provide the information to meet the minimum criteria set out in bid documents, which as minimum will be include following;
 - i. Mandatory registrations
 - ii. Proven similar experience as per technical evaluation criteria
 - iii. Evidence of access to financial resources along with average annual turnover.
 - iv. Work commitments
 - v. Current litigation information and
 - vi. Availability of critical equipment.

2.12 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.

2.13

Other Factors

2.11.1 Only firms that have been qualified under this procedure shall be invited to bid. A qualified firm 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.

2.11.2 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 must review the disqualified bids who originally do not meet the specified criteria for Qualification.
- b) Reject or accept any application; and
- c) Cancel the Bidding 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.

2.14 ELIGIBILITY CRITERIA

All Bidders are required to meet the below stated Eligibility/Qualification Criteria to be declared as "Qualified Bidders" and will qualify for evaluation of Financial proposal, which is to be conducted on the same day.

S. No.	Description	Remarks
1	Valid NOC from Ministry of Interior & concerned Home Departments and Valid membership with All Pakistan Security Agencies Association (APSAA)	Mandatory
2	Valid incorporation/ registration documents with SECP/ GOP/ Sole Proprietor, Registration with EOBI and social Security	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 affidavit on stamp paper/e-stamp paper duly verified stating that the Bidder is not blacklisted by any Government / Autonomous Body (Format Attached)	Mandatory

5	Complete credentials of the individuals/company with related details.	Mandatory
6	The Security Firms must have 05 years' Experience and above. (Evidence's must be provided in form of Past dated awarded PO/LOA/ Contract Agreement to be provided.	Mandatory
7	In-hand/ Ongoing Security Services having 20 Nos. and plus personnel/contract/client. Provided LOA/Agreement shall Clearly Indicate No. of Deployed Staff, Service Start & End Period Dates to ascertain in-hand similar nature of service.	Mandatory
8	Details of weapons with type and licenses held by the company.	Mandatory
9	Security Firm shall have sound Financial status, to be assessed by submission of last year(s) Audited Financial Statements and FBR last year Tax Return.	Mandatory
10	Experience in providing Security Services to 10 Nos different Procuring agencies, which shall be assessed by submission of required copies of PO/Contract/Performance Certificates.	Mandatory

Notes:

1. Past performance of the bidders who have already worked with EOBI will be examined. In case of unsatisfactory performance, the bidder will be declared disqualified.
2. Blacklisted firms from Government / Semi Government departments are not eligible.

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 B&C-III Department, 13 Regional offices and one field office in various cities in Punjab, Khyber Pakhtunkhwa, Gilgit Baltistan and Islamabad Capital Territory 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 offices 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.
- b. Ensuring authorized use of the Car Parking in and around the building.**
- a. Removal of posters or banners that may be put-up inside or along the perimeter fence of the building for any reason or purpose.
 - b. 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.

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- c. Security guard must be equipped with the proper licensed weapon in accordance with the nature and place of duty.
 - d. 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.
 - e. The Contractor shall be responsible to provide all the safety devices to his Security Guards.
 - f. Taking cognizance of all security matters and immediately reporting any unusual incident to the EMPLOYER'S REPRESENTATIVE.
 - g. 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.
 - h. Registration with EOBI and with the provincial social security and monthly payment of contribution will be mandatory.

3.2 TERMS AND CONDITIONS.

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

3.2.2 ELIGIBILITY OF SECURITY GUARD.

- (a) Security Guard must be able to read and write English / Urdu.
- (b) Age should be between 25 to 50 Years with sound health and physical condition.
- (c) Height should not be less than 5'6".
- (d) Guards are required to be security cleared from Local Police Special Branch.

3.2.3 PLACE OF DUTY

As specified by Employer's Representative. Place of duty may be as per Section 3.2.6 of the Bidding document, 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.

Round the clock per day shifts duties for Security Personnel, shall be in compliance to Rules and Regulation of Government of Pakistan.

3.2.5 SELECTION OF SECURITY GUARD.

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. 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. 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 provide security guards on the basis of two shifts per day on following locations.

Sr. No	Location	Total
1.	EOBI B&C-III Department	2
2.	Islamabad East Region	2
3.	Islamabad West Region	2
4.	Rawalpindi Region	2
5.	Hasanabdal Region	2
6.	Chakwal Region	2
7.	Sargodha Region	2
8.	Faisalabad Central Region	2
9.	Faisalabad North Region	3
10.	Faisalabad South Region	3
11.	Abbottabad Region	2
12.	Mardan Region	2
13.	Peshawar Region	2
14.	Gilgit Region	2
15.	Jhelum Field Office	2
	Total Staff	30

NOTE:

Addition / deletion of scope as per defined location / new location can be made as per need basis.

The Security Services shall be carried out on the basis of two shifts per day.

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 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 day wage per absentee.
On any day

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, etc. The details and type of equipment and its usage will be provided to the EMPLOYER for its review and approval.

(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:
 - Office building
 - 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 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.

3.2.16 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 arise between the CONTRACTORS working at the site, the same is to be referred to the DDG (B&C-III). If any grievance remains the matter will be referred to Chairman EOBI whose decision will be treated as final and binding on both the parties. 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 quarterly 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.

- a. The CONTRACTOR shall make good any loss, damage, theft or pilferage in the premises of the building, for which their responsibility is proved.
- b. 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.
- c. The CONTRACTOR shall ensure the Manpower once provided would not be ordinarily changed from the site unless intimated in writing

-
- d. 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.
- e. 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
- f. 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.
- g. The CONTRACTOR shall ensure maintenance of discipline and good conduct of all the guards deployed at the site.
- h. 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 (if any)
 - Resigning date or release from the army and reason for resign. (if any)
 - Army Character Certificate(if any)
 - Designation in the company
 - Present address
 - Permanent Address.

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 21 calendar days after the Acceptance 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 **Deputy Director General (DDG) B&C-III Department**.

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, 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: **Two years (24 Months)**. Further extendable based on requirements of the Employer and subject to performance / acceptance from both parties and as per PPRA rules.

4.7 Performance Guarantee

Performance Guarantee in shape of Bank Guarantee (unconditional & irrevocable as per attached format) 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 5% (Five percent) of the total contract value, to be submitted prior to the signing of the Contract and within 21 (Twenty One) calendar days of Acceptance of Letter of Acceptance. In case of any Banking channel problem, a Pay Order amounting to 5% of the total contract amount may be submitted within 14 working days.

4.8 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.

4.9 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 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 day 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 | | |

4.10 Mode of Payment

- a. Monthly payment will be made to the Contractor for the services rendered on submission of invoice by the Contractor. 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, expense/loss caused by or due to non-usage of Personal Protective Equipments (PPE's) by contractor Employees, the deduction of applicable tax(es) (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;
 - i. Attendance chart of their staff and workers duly certified by Employer's Representative for the billing month.
 - ii. The successful bidder shall submit evidence of receipt /Acknowledgement of payment of minimum wages from concerned employee along with monthly invoice.
 - iii. The monthly Invoice must also contain detailed list of employees, to whom wages are paid along with their EOBI & Social Security registration numbers.
 - iv. Satisfactory Certificate from Employer's Representative regarding use of PPEs by Employees employed at Site.
 - v. Monthly record of utilization of equipment, material, consumables etc. duly certified by Employer's Representative.
 - vi. The satisfactory performance certificate duly signed by the Employer's Representative.
 - vii. Up to date payment of EOBI/Social Security contribution alongwith contribution payment slip of relevant month will be mandatory for processing of invoices.

4.11 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 the 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.

4.12 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. However, in case of increase of minimum wage in the province, EOBI will be liable to pay the difference of wages along with the impact of EOBI/Social Security contribution, Sales tax and Income tax, subject to its satisfaction that the benefits of increase in Minimum wage has been paid to the concerned.

4.13 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 5.7 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**
 - **Liquidated Damages**
 - **Contractor's superintendence**
 - **Quality of performance, workmanship, material, equipment**
 - **Employer's Powers in respect of Services**
 - **Employer's Representative**
 - **Variations**
 - **Subletting**
 - **Performance Guarantee:**
 - **Validity, etc.**
 - **Coverage**
 - **Failure to furnish PG**
 - **Contractor's Employees**
 - **Competent Employees**
 - **Applicable rules, regulations, etc.**
 - **Liability of Contractor**
 - **Payment to Contractor's Employees, etc.**
 - **Disciplinary matters**
 - **Certification and payment**
 - **Unit Price / Contract Price**
 - **Measurement**
 - **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**
 - **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 contractors authorized representative and approved assignees. |
| f. | Contract Time Period / Completion Period | Contract Period / Completion Period 02 (Two) Year / 24 months
(As per detail given in Special Conditions of the Contract.)
Extendable for additional period as per Employer's requirement and depending on performance of services, in line with PPRA rules.. |
| 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. | Employer | Employees' Old-Age Benefits Institution (EOBI). |
| k. | Employer's Representative | A duly authorized person appointed by the Institution of Employer or its authorized officer(s), as specified in Special Conditions of Contract to act on behalf of the Employer in all matters arising out of the contract. |
| l. | Employees of Contractor | Employees or Staff deployed by the Contractor for the purpose of carrying out Services specified in the Contract. |

m.	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.
n.	Owner	The 'Employees' Old-Age Benefits Institution', hereinafter referred to as EOBI.
o.	Performance Guarantee	A bank guarantee (unconditional & irrevocable as per standard format attached) furnished by Contractor in the manner specified in Conditions of Contract.
p.	Scope of Work	Means and includes Section-3 of Bid Documents and any addenda thereof.
t.	Services	Means and includes the services and works described in Scope of Work of Bid Documents and any addenda thereof.
u.	Bid	Bid or Offer made by the Bidder in response to this invitation for bids / Tender notice.
v.	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, and insofar as not otherwise specified in the Contract, provision of any Services 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 Completion Period

It shall commence from the date of commencement of Services 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.

5.3 Services

a. Commencement

The Contractor shall commence the Services 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 within specified period on account of any reason, Employer reserve 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 fail to commence the 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. Liquidated Damages

If the Contractor fails to complete the Services or any part thereof within the time prescribed under Contract for the whole of Services 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.

c. Employer's Powers in respect of Services

- i. The Employer 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 equipment's 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 without the written permission of the Employer. Any Employee so removed shall be replaced without delay by a competent substitute approved by the Employer.

d. 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 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 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 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 DDG B&C-III Islamabad. If any grievance remains the matter will be referred to Chairman EOBI 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.

e. 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 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 as per defined location/ new location
 - To omit any such Services from the Scope of Work
 - To change the character, quality or kind of any such Services

5.4 Performance Guarantee:

a. Validity, etc.

It is Contractor's responsibility to arrange that the PBG submitted remains valid for Contract Period and default or delay on this account shall render contractor's bills/invoices liable to holdup. On successful completion of the Contract Period and upon fulfillment of all the obligations under the Contract, the Performance Guarantee deducted 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 Performance Guarantee

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 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 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 at the date of the submission of Bid by the Contractor.

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

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.

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.

5.6 Certification and Payment

a. Contract Price

Subject to specific limitations and instructions provided in the form of financial bid or Special Conditions of Contract or Scope of Work, 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, 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 as per the Bid Documents.

b. 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 W

ork. 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.

5.7 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,
- 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.

5.8 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 under the Contract.

c. 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 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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 DDG B&C-III Department and later on to Chairman EOBI whose decision shall be final in the matter.

SECTION - 6
APPENDICES
(Specimen of Forms)

APPENDIX-A

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

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

Director (GAD)
Employees Old-Age Benefits Institution
EOBI House
Karachi.

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- B

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. To be submitted on non-judicial stamp paper.

(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]

SECTION - 7
FINANCIAL PROPOSAL FORMS

Financial Proposal

(Annexure - A)

MONTHLY PER GUARD QUOTED RATE

Sr.#	Category of Staff	Armed Guard (Male)
1.	Rate of each Guard per month <i>(Min. Wages in Rs. in line with Government notification as on Bid submission date)</i>	
2.	EOBI contribution per Month (Rs.)	
3.	Social Security Contribution per Month (Rs.)	
4.	Contractor's Profit/ Overhead per Month (Rs.)	
5.	Sales tax per Month (Rs.)	
6.	Income Tax per Month (Rs.)	
Total monthly per Guard (Rs.)		

Note:

1. Quoted amount must be in compliance with Government of Rules & Regulations for Labor Wages and all applicable Taxes. Shift hours shall be as per Government prevailing working hours.
2. Above mentioned rates per Month to be carry forward for Compilation of Financial Bid at Annexure - (B).

Seal & Signature of Bidder

Total Bid Amount – Annexure “B”

Bid Price (per Month)

Sr.#	Category of Staff	No. of Staff	Rate of each Staff per Month	Total Per Month Rate
1	Guards (Male) EOBI B&C-III Department	02 Nos	Rs. _____/-	Rs. _____/-
2	Guards (Male) 13 EOBI Regional offices and one Field office in Punjab, Khyber Pakhtunkhwa, Gilgit Baltistan and Islamabad Capital Territory	28 Nos	Rs. _____/-	Rs. _____/-

Total Staff

30 Nos.

Total per Month Bid

Rs. _____

Total per Month Bid (In Words)

Rs. _____

Total Bid for two years = (24 x Monthly quoted bid amount) Rs _____

Total Bid for two years (In Words) Rs _____

NOTE:

1. All the above quoted rates shall be treated as inclusive of all the services required to be performed by the Contractor as Scope of Work given in the tender Documents.
2. All quoted rates shall be inclusive of all Government taxes, duties, levies etc. and compliance to applicable minimum wages by Government of Pakistan.

Seal & Signature of Bidder

SECTION - 8
TECHNICAL BID 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)	
Address	
Year of Registration with SECP;	
Tax Identification Number– NTN	
Active Tax payer List (ATL) status Of the bidder	Active/Inactive
Audited Financial Statement of past Three (3) years.	
Name & Mobile No of Authorized Representative for this Tender	
Landline Contact Number	
Valid Email Address	

Documentary evidence is to be attached where required.

1.2 SIMILAR NATURE OF ASSIGNMENTS

Contract No 1	
Contract Name:	
Award Date: Completion Date:	
Employer's Name Address Telephone 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
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