

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

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

**PUNJAB POWER DEVELOPMENT COMPANY
LIMITED**

(Single Stage Two Envelope Procedure)

10/23/2020

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

In case of any conflict of instructions/provisions herein with the Punjab Procurement Rules, 2014 (“the Rules”), the Rules shall prevail.

**INVITATION TO BID FOR
SECURITY GUARD SERVICES**

Sealed Bids are invited under **Single Stage Two Envelope (SSTE)** bidding from Firms / Companies (Eligible as per Bid Document) for “**procurement of Security Guard Services**” as per PPRA rules 2014 (amended).

Bidding Document shall be purchased by the interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of Pak **Rs. 1,000/-** which should be deposited in PPDCCL bank account No **PK10-BPUN-6580-0397-5250-0018, Tricon Corporate Center, Bank of Punjab, Lahore.**

A pre-bid meeting will be held on **November 11, 2020 at 1100 Hours.**

Lot #	Estimated Price	Bid Security
1	Procurement of Security Guard Services: Rs. 760,000/-	5% of Estimated Price

Bids must be delivered at the address below on or before **November 20, 2020 1500 hours.** Technical Bids will be opened on the same day on **1530 Hours** in the presence of the Bidders’ representatives who choose to attend at the address below. M/s Punjab Power Development Company Limited will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids.

Bidding Documents are immediately available after date of publication. In case of official holiday on the day of submission, next working day will be treated as closing date. Tender notice will also be posted on PPDCCL (www.ppdcl.com.pk) and PPRA website (www.ppra.com.pk)

General Manager (P&C)

63-B, 3rd Floor Mega Tower Main Boulevard, Gulberg-II, Lahore

Ph.: 092-42- 99332153-56, Fax: +92-42-99332157

Email: ppdcl.dmm@energy.punjab.gov.pk

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

- 1.1 The Client wishes to receive Bids for “**SECURITY GUARD SERVICES**” as specified in Technical Specifications attached hereto (hereinafter referred to as “the “**SERVICES**”). Successful bidder shall be an independent service provider liable and able to provide all the “**SERVICES**”.
- 1.2 The bid is to be completed and submitted to the Client in accordance with these instructions to Bidders and relevant rules/regulations.

2. Eligible Bidder

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

I	Registration with Income Tax Authorities
II	Taxpayer Status for the last three (3) years
III	Income Tax Returns for duration corresponding with Taxpayer
IV	Registration with Sales Tax Authorities - (PRA)
V	Registration with Registrar of Firms (Certified Copy of Partnership Deed, along with Form C/D) OR SECP along with latest certified copy of Form 29 and A
VI	Undertaking (on Stamp paper in a denomination of Rs. 100): <ul style="list-style-type: none">Firm is not blacklisted by any government department / division / agency / firm (As per attached Proforma) <p style="text-align: center;">Correctness of information (As per attached Proforma)</p>
VII	Audited Financial Statements for 03 Years
VII	Bank Statement for last 03 Years
IX	Attested copy of Registration Certificates with; <ul style="list-style-type: none">1.EOBI2.Social Security Institution

3. Cost of Bidding

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

4. Joint Ventures

- 4.1 Bids submitted by a joint venture of two or more companies or partners shall comply with the following requirements:
- a) The Bid, and in case of successful Bid, the Contract form, shall be signed by all so as to be legally binding on all the partners;
 - b) One of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - c) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
 - d) All partners of the joint venture shall be liable jointly and severally for execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above, as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Owner.
 - e) A copy of the agreement entered into the joint venture must be provided by the joint venture partners and shall be submitted with the Bid.

5. Assurance

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

BIDDING DOCUMENTS

6. Contents of Bidding Documents

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

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

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

7. Clarification of Bidding Documents

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

General Manager (Procurement & Contracts)
63-B, 3rd Floor Mega Tower, Main Boulevard, Gulberg-II, Lahore
Tel: +92-42-99332153-56 Fax: +92-42-99332157
Email:ppdcl.dmm@energy.punjab.gov.pk

Owner will examine the request for clarification of the Bidding Documents which it receives not later than **seven (7) days** prior to the deadline for the submission of bids and if needed will issue

the clarification of the Bidding Documents at least **three (3) days** before the date of submission of Bids (without identifying the source of enquiry but including its description) to all prospective Bidders who have purchased the Bidding Documents.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bid, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment.
- 8.2 The amendment shall be part of the bidding documents, pursuant to Clause 6.1, will be notified in writing , or by fax to the prospective bidder who has received the bidding documents, and will be binding on him. Bidder is required to acknowledge receipt of any such amendment to the bidding documents.
- 8.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the Client may, at its discretion, extend the deadline for the submission of bid.

BID PREPARATION

9. Language of Bid

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

10. Documents Comprising the Bid

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

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

- a) A brief description of the organization
- The Security company should be registered with Income and Sales Tax Departments (if required)
 - Complete organizational portfolio with offices in the province
 - Company size (complete hierarchy of the organization)
 - Experience with government, semi government and autonomous bodies
 - Total professional experience
 - list of Clients
 - Performance certificates from the customers
 - Proof of company as legal entity
 - Affidavit indicating that company is not blacklisted by any government, semi government or autonomous body
- B) An affidavit stating that the bidder has not been blacklisted by any government or financial entity of Pakistan (in case of a foreign company, such evidence to be provided for relevant country of operation/registration also).

Following information shall be provided by the bidder for its financial evaluation:

1. Evidence of financial capability of the bidder which shall be to the satisfaction of the Client and may include
 - a. Latest audited balance sheet and financial statements for last two (02) years.
 - OR
 - b. Credit worthiness report, name of bank(s) where the bidder has business account(s), verified bank statement(s) for last twelve (12) months.

10.1 **Bid Form**

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

10.2 **Price Schedule**

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

10.3 **Bid Security**

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

11. **Bid Form**

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

12. **Bid Prices**

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

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

- a) The price of the "SERVICES" will be quoted for Lahore at the address provided in Schedule-A
- b) For blank or partially/conditionally filled Price Schedule, the bid is considered non-responsive
- c) The price is to be submitted in Pak Rupees (PKR) only and should include all taxes

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

13. **Bid Currencies**

Prices shall be quoted in Pak Rupees (PKR).

14. **Bid Security**

14.1 The bidder shall furnish, as part of its bid, a bid security equal to PKR 38,000/-

14.2 The bid security shall be denominated in Pak Rupees and shall be in shape of Call Deposit Receipt (CDR) in favor of Punjab Power Development Company Limited, Lahore valid for a period 28 days beyond the Bid Validity date.

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

- 14.4 An unsuccessful bidder's bid security will be released or returned as promptly as possible upon award of the Contract.
- 14.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Contract Agreement.
- 14.6 The bid security may be forfeited:

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

If the bidder fails;

- (a) to sign the contract in accordance with Clause 31,
- (b) to furnish the performance security in accordance with Clause 32.
- (c) to accept the correction of the errors for any item in the Bid in accordance with Clause 23

15. Period of validity Bid

- 15.1 The bid shall remain valid for One Hundred Twenty (120) days from the date of bid opening prescribed by the Client, pursuant to Clause 18.
- 15.2 Notwithstanding Clause 15.1 above, the Client may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or fax. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 14.1 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. The bidder will not be required or permitted to modify its bid.

16. Format and Signing of Bid

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

16.9 Bidders should retain a copy of the Bidding Documents as their file copy.

17. Sealing and Marking of Bid

17.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL and each COPY of the Bid shall be separately sealed and put in separate envelopes and marked as such. The envelope marked as ORIGINAL will contain Original Copies of Technical and financial proposal each sealed in separate envelopes. Whereas the envelopes marked as 'copy' will contain only copy of Technical proposal.
- (b) The envelopes containing the ORIGINAL and COPIES will be put in one sealed envelope and addressed / identified as given hereunder.

17.2 The inner and outer envelopes shall;

- (a) be addressed to the Owner at the given address
- (b) bear the Project name, Bid No. and Date of opening of Bid.
- (c) provide a warning not to open before the time and date for bid opening.

17.3 The envelopes shall:

- (a) be addressed to the following address:

General Manager (Procurement & Contracts)
63-B, 3rd Floor Mega Tower, Main Boulevard, Gulberg-II, Lahore
Tel: +92-42-99332153-56 Fax: +92-42-99332157
Email:ppdcl.dmm@energy.punjab.gov.pk

- (b) bear the following identification:

BID FOR "SECURITY GUARD SERVICES"

CLOSING TIME FOR SUBMISSION OF BIDS IS 3:00P.M. NOVEMBER 20, 2020.

DO NOT OPEN BEFORE 3:00 P.M. ON NOVEMBER 20, 2020.

17.4 In addition to the identification required herein, the inner envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.19.

17.5 If the outer envelope is not sealed and marked as above, the Owner will assume no responsibility for the misplacement or premature opening of the bid.

17.6 The Bid shall be delivered in person or sent by registered mail at the address to Owner as given in Sub-Clause 6.1 heretofore.

17.7 Electronics Bids will not be entertained.

18. Deadline for Submission of Bid

18.1 The original bid must be received by the Client at the address and time specified in Clause 17.3

(a) (b) above.

- 18.2 The Client may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 8, in which case all rights and obligations of the Client and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Late Bid

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

20. Modification and Withdrawal of Bid

- 20.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Client prior to the deadline prescribed for submission of bid.
- 20.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 17. Withdrawal notice may also be sent by telex or fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.
- 20.3 The bid may not be modified subsequent to the deadline for submission of bid.
- 20.4 The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to Clause 14.6.

OPENING AND EVALUATION OF BID

21. Opening of Bid

- 21.1 The Owner will open the envelope marked technical bids, including withdrawals, substitution and modifications made pursuant to Clause IB.21, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids. The presence or absence of Bid Security, and such other details as the Owner at its discretion may consider appropriate, will be announced by the Owner at the time of technical bid opening. Owner shall issue minutes of meeting.

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

22. Clarification of Bid

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

23. Determination of Responsiveness of Bid

- 23.1 Prior to the detailed evaluation of the bid, pursuant to Clause 25, the Client will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which:
- (a) Meets the eligibility criteria specified in Clauses 2 .
 - (b) has been properly signed on the Bid Form;
 - (c) is accompanied by the required Securities that are valid and in good order;
 - (d) the technical specifications should meet the major technical criteria as specified in Technical Specifications/Technical Bid Form of this document;
 - (e) offers fixed price quotations i.e. the bid do not offer an scalable price quotation;
 - (f) is otherwise complete and generally in order;
 - (g) conforms to all the terms, conditions and Specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one that:
 - (i). affects in any substantial way the scope, quality or performance of the

“SERVICES”; or

- (ii). limits in any substantial way, inconsistent with the bidding documents, the Client's rights or the bidder's obligations under the Contract.

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

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

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

24. Evaluation and Comparison of Bids

The Client will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 23, as stated herein.

The security companies shall meet the following criteria to be declared technically responsive:

25. Technical Evaluation

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

25.1 Technical Evaluation Criteria:

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

Category	Description	Range	Max. Score
A. Profile/Capacity	No. of Guards on Company Permanent Payroll	Up to 10: 2 Points 11 to 30: 4 Points 31 to 50: 6 Points 51 to 70: 8 Points More than 70: 10 Points	20
	No. of Weapons	Up to 10: 2 Points 11 to 30: 4 Points 31 to 50: 6 Points 51 to 70: 8 Points More than 70: 10 Points	10
	No. of Weapon Licenses	Up to 10: 2 Points 11 to 30: 4 Points 31 to 50: 6 Points 51 to 70: 8 Points More than 70: 10 Points	10
Sub-Total (A)			40
B. Financial Strength/ Experience	Projects in last 3 years	Projects of at least 2 security guards in last 3 years Each Project = 2 Points	10

	Average Annual revenue of last 3 years	Upto 1 Million: 2 Points 1.1 to 2.0 Million: 4 Points 2.1 to 3.0 Million: 6 Points 3.1 to 4.0 Million: 8 Points More than 4.0 Million: 10 Points	10
	Sub-Total (B)		20
C. Reputation	No. of Years of Service in Punjab	Up to 2 Years: 2 Points 2 to 3 Years: 4 Points 3 to 4 Years: 6 Points 4 to 5 Years: 8 Points More than 5 Years: 10 Points	10
	Years since registered with APSAA	Up to 2 Years: 2 Points 2 to 3 Years: 4 Points 3 to 4 Years: 6 Points 4 to 5 Years: 8 Points More than 5 Years: 10 Points	10
	No. of Clients in Punjab Government Departments	Up to 2: 2 Points 3 to 4: 4 Points 5 to 6: 6 Points 7 to 8: 8 Points More than 8: 10 Points	10
	ISO Certifications	Each certificate: 5 Points	10
	Sub-Total (C)		40
	Grand Total = A+B+C		100

26. Financial Evaluation

Price proposals of those bidders will be opened whose bids are technically qualified as per the technical evaluation criteria.

26.1 Corrected Bid Price

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

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

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

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

26.2 Evaluated Bid Prices

The Client evaluation of a bid will take into account in addition to the Bid Price, the following factors (Adjustments) in the manner and to the extent stated hereinafter. Adjustment will be based on corrected Bid Price obtained after correction of arithmetical errors as stated in Clause 24.5. The price so determined after making such adjustments will be termed as Evaluated Bid Price.

The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the Schedules, Conditions of Contract and Specifications, shall be added to the corrected Bid Price for comparison purposes only.

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

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

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

27. Contacting the Client

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

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

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

AWARD OF CONTRACT

29. Post-qualification and Award Criteria

29.1 The Client will determine to its satisfaction whether the bidder has offered the "SERVICES" at

reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract.

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

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

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

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

30. Notification of Contract Award

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

31. Signing of Contract

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

32. Performance Security

Within **Ten (10) days** of the receipt of the Letter of Acceptance from the Client, the bidder shall furnish the performance security, in accordance with the Conditions of Contract, in the performance security Form provided in the bidding documents.

ADDITIONAL INSTRUCTIONS

33. Instructions to Assist the Bidder

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

34. Income Tax & General Sales Tax

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

FORM OF TECHNICAL BID

No. _____ and Date _____:

Chief Executive Officer,
Punjab Power Development Company Ltd (PPDCL)
3rd Floor, Mega Tower, 63-B Main Boulevard, Gulberg II Lahore
Lahore (Pakistan)

The undersigned

Last Name: _____

First Name: _____

Title / Position: _____

Company [_____ Bidder _____] (the “Lead Bidder”)

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

Address:

Telephone:

Fax:

Email:

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

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

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

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

Authorized signature and seal

APPENDIX-A SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS

Punjab Power Development Company Limited invites single stage two envelopes tender under PPRA Rules, 2014 for providing Security Services from well reputed companies who meet eligibility criteria for the Calendar year 2020-21.

1. Terms Of Reference (TOR's) For Hiring Of Security Guard Services

Project Overview;

(PPDCL) requires the services of Security Supervisors and Security Guards equipped with latest weapons to secure the premises, sites and parking yards of the company at different locations of Lahore.

Scope of Work / Services;

The Service provider must be reputed Security Services Provider Company, must have good reputation, rating, requisite experience, expertise and professional reputation.

Services Required By Client (PPDCL)

1. The Service Provider (Contractor) shall provide, render and ensure Security Services as assigned by PPDCL (Client) on round-the-clock basis, 24 hours per day, 07 days per week in two shifts of 12 hours each shift including off days and holidays. The Contractor shall be required to perform all necessary security services and duties as outlined in this Scope of Work. Unless directed by Client, the requirements of this Scope of Work shall continue uninterrupted despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental).
2. The Contractor shall abide by all the terms and conditions laid down:
 - a. To control unauthorized access to PPDCL offices/sites/parking yards.
 - b. To check entry and exit of the personnel, if required screen / inspect visitors and their baggage(s). Perform suppression and removal of invaders, demonstrators and unauthorized entrants.
 - c. To safeguard the property against theft, damage and misuse. Damage shall include setting up of banners, posters, advertisements, graffiti etc. without Client's permission in the mentioned locations of PPDCL.
 - d. To recognize and respond to security threats or breaches.
 - e. To recognize and respond to emergency situations and safety hazards such as fire, power outages, medical emergencies, accidents, short circuits.
 - f. In case of any theft/ trespassing/unauthorized access or any other act that is under non-compliance of Client's terms and conditions, the Contractor may be delegated power to retain and handover or hold the offender as per Client's Rules and Regulations to police as per case demand. The Contractor will also help the Client in lodging FIR with Police, if

required.

- g. To maintain log of all security violations and report occurrences to the Client as quickly as possible considering the nature of the violation.
3. be responsible for furnishing all Guards' uniforms, flashlights, batteries, raincoats, umbrellas, and other related equipment.
4. The Contractor shall be responsible for all acts done by the personnel engaged by it. The Contractor shall provide appropriate and necessary management and supervision for all of his employees and shall be solely responsible for instituting and invoking disciplinary action against employees not in compliance with Client's terms and conditions and instructions.
5. The Contractor shall ensure proper License/permission, authorization, approval and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, in order to perform security services. The Contractor shall obtain compliance with all the Applicable Laws, Rules and Regulations, which are applicable to the Contractor or personnel deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation.
6. The Contractor is responsible for the medical and accident insurance of its staff. The Client shall not accept any responsibility of the designated security personnel in the event of death, injury, disablement or illness that may take place while performing/executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the Contractor.
7. An authorized representative of the Contractor shall ensure his/her presence at short notice when required by the Client.

General Conditions for Security Staff;

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

Security Guards (Civilian)	20 to 60	years
Security Guards (Ex-Army)	35 to 60	years
7. The experience of security guards and supervisors shall be as follows;

- Security Guards (Civilian) At least 2 years' experience as security guard
 - Security Guards (Ex-Army) At least 3 years' experience in Pak Army
8. The Contractor shall ensure that none of his personnel report in drunken state or consume drugs, prohibited substances, etc., while on duty.
 9. No security personnel shall leave premises assigned, unless properly relieved by the next security personnel. The security posts / places shall not be left unmanned at any time during the period of the contract.

Other Terms & Conditions:

1. All the security personnel must be interviewed and recommended by the client before deployment along with the scrutiny of following necessary documents.
 - Medical Fitness Certificate
 - Training Certificate for Civilian Guards
 - Service Book for Ex-Army Guards/Supervisors
 - Original CNIC
 - NADRA/Police Verification Certificate
2. PPDCL reserves the right to terminate any security guard/supervisor (deployed at any PPDCL location) or ask for replacement without assigning any reason.
3. Any guard to be terminated by the Contractor (deployed at PPDCL location) should be brought into the knowledge of Client, and the termination will be finalized with consent of the Client.
4. The Contractor shall manage the rotation of guards on periodic basis i.e. weekly, fortnightly or monthly basis as per mutual consent.
5. The Client reserves the right to change the timing of the shifts.
6. Double duty of Security Guards/Supervisors is strictly prohibited.
7. The Contractor will plan leave/rotation of security guards, and inform the Client in advance regarding the leave and replacement of the security personnel. Even in case of emergency leave, prior intimation will be required. Any change in the roster will be with consent of the Client.
8. The Contractor will make sure to pay the salaries to all Security guards and supervisors in a timely manner and as per guidelines issued by the Government.

2. Mandatory Documents with Monthly Invoice

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

3. Deployment plan

Place of Duty	No. of Shifts	No. of Security Guards
PPDCL Head Office	3	3

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

4. Penalty Mechanism

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

Sr.	Description of Infraction	Penalty (PKR)
1	Security staff found sleeping /dozing/in drunken state/doing personal work during duty hours.	1,000
2	Security guard on leave without providing alternate guard	2,000
3	Security Personnel without proper uniform and identification, Uniform is color- faded or torn-off, Uniform non-compliant with the uniform code defined in the scope of contract	1,000
4	Security Personnel found with unclean / untidy appearance, Improperly shaved, improperly trimmed moustaches and beard.	1,000

6	Security Personnel found in violation to the age criteria defined in the scope of contract. <i>(In addition to fine, Security Personnel(s) shall be immediately removed from site followed by replacement)</i>	5,000
7	Security Personnel not carrying minimum equipment to perform his/her task as defined in scope of the contract.	1,000-5,000
8	For delay exceeding 15 minutes in reporting outward and critical incidents including but not limited to robbery, theft, any use of fire arms, accidents resulting in injury or death, fire, short circuit, damage to infrastructure, lost	10,000
9	Formal Reports not submitted as per defined format and schedule.	1,000
10	Falsification of Facts and Information or breach of confidentiality of information/ documents.	10,000
11	Security Personnel not able to produce specific work or instructions issued to perform his/her particular task.	1,000
12	If It is found that Security Personnel is deputed without providing initial mandatory safety & security training	5,000
13	Unable to provide Security Personnel records desired by PPDCL within the specified time.	5,000
14	Failure to follow or acknowledge instructions issued by the Admin Department, PPDCL / Misbehaving with PPDCL representative.	5,000
15	Verbal or Physical ill-treatment with employees/ visitors	5,000
16	Any deliberate action intended to stop/impede/ resist client functions	5,000
17	Unauthorized access / trespassing	5,000-10,000
18	Any Security Personnel found with Criminal record	20,000
19	If the number of verified Security Complaints received per month are more than 10 complaints.	20,000
20	Unresolved complaints for more than 3 days. Each unresolved complaint shall be treated as separate incident for penalty.	1,000
21	Unable to launch application / FIR in concerned Police Station as per directions from PPDCL	1,000
22	Security Equipment missing / non-functional or not able to perform its intended use, inadequate in number	5,000-10,000
23	Security Personnel involved in any kind of fraudulent activity. <i>(In addition to Fine, concerned Security Personnel(s) shall be immediately terminated followed by replacement)</i>	10,000
24	Improper Management, Control and lack of discipline to control unions/ Mob	5,000
25	Serious nature security breach cause damage at large scale i.e. Human/property.	(Forfeit of Performance Security)

26	Not facilitating persons with disabilities, door opening / proper sitting.	1,000
27	If Patrolling Frequency observed is insufficient.	2,000
28	Turning On/Off, off all lights and electrical equipment's when required/not in use.	1,000
29	Improper maintenance of Incident and other log books at a particular site	1,000

APPENDIX B: TIME SCHEDULE

B-1 EFFECTIVE DATE OF COMMENCEMENT OF SERVICES

Effective Date shall be the XXXXXX of 2020.

B-2 TIME SCHEDULE OF SERVICES

Time period of Commencement of Services is 7 days after issuance of Award/contract and continuation of service is one year, however, the Contract is renewable or extendable up to three years subject to satisfactory performance of the Service firm and with mutual consent of the both parties.

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

APPENDIX C: REMUNERATION FOR SERVICES & SCHEDULE OF PAYMENT

C-1 TOTAL REMUNERATION

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

C-2 BREAK-UP OF COST

Sr.	Description (As per ToRs)	No. of Persons (I)	Monthly Salary Including Management Cost, EOBI, Social Security, GLI & All Applicable Taxes (Rs.) (II)	Total Cost (Rs.) (I*II*12)
1	Security Guards (Civilian)	3		
Total Cost For 12 Months (Inclusive of All Applicable Taxes)				

C-3 SCHEDULE OF PAYMENTS

1. The payments due to the Service Provider under this Contract shall be inclusive of Management Cost, EOBI, Social Security, GLI and all applicable taxes and any other charges.
2. Payment will be made by the Client for services rendered under this Contract by Service Provider in Pak Rupees through Cross Cheques.
3. After successful delivery of monthly services as per Scope of Services given under Appendix A of this agreement, the Service Provider shall issue monthly invoice for the said services to PPDCL for payments. PPDCL may process these invoices for payments within 30 days as per company policy.

C-4 Price Validity

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

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

APPENDIX D: SPECIAL CONDITIONS

D-1 REPRESENTATIVE OF THE SERVICE PROVIDER

D-2 REPRESENTATIVE OF THE CLIENT

D-3 VENUE OF ARBITRATION

Lahore, Pakistan

From Of Financial Bid

To,
General Manager (P&C),
Punjab Power Development Company Limited (PPDCL)
63-B, 3rd Floor Mega Tower, Main Boulevard, Gulberg-II, Lahore
Tel: +92-42-99332153-56, Fax: +92-42-99332157,
Email: ppdcl.dmm@energy.punjab.gov.pk

We, the undersigned, declare that:

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

C-2 BREAK-UP OF COST

Sr.	Description (As per ToRs)	No. of Persons (I)	Monthly Salary Including Management Cost, EOBI, Social Security, GLI & All Applicable Taxes (Rs.) (II)	Total Cost (Rs.) (I*II*12)
1	Security Guards (Civilian)	3		
Total Cost For 12 Months (Inclusive of All Applicable Taxes)				

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

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

- (e) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10% of the value of the contract for the due performance of the Contract;
- (h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative/revised offers in accordance with the Bidding Document and or relevant laws;

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

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

Name _____

In the capacity of _____

Signed _____

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

Witness

Name _____

Signature _____

Address _____

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

Occupation _____

Date _____

Witness

Bidder Signature and Seal

Signature

Signature

Name

Name

Title

Title

Address

Address

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

PRICE SCHEDULE/FINANCIAL BID FOR HIRING OF SECURITY GUARD SERVICES

C-2 BREAK-UP OF COST

Sr.	Description (As per ToRs)	No. of Persons (I)	Monthly Salary Including Management Cost, EOBI, Social Security, GLI & All Applicable Taxes (Rs.) (II)	Total Cost (Rs.) (I*II*12)
1	Security Guards (Civilian)	3		
Total Cost For 12 Months (Inclusive of All Applicable Taxes)				

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

Stamp and Signature of Bidder _____

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

Agreement No. PPDCL/

Dated: -----

DRAFT CONTRACT

FOR

HIRING OF SECURITY GUARD SERVICES

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

Between M/S Punjab Power Development Company Limited (PPDCL), a company registered under section 32 of the Companies Ordinance, 1984 (Hereinafter referred to as the “Client” or “PPDCL”, which expression shall where the context permits include its successors-in-interest and permitted assigns) of the first part; and _____ (Hereinafter referred to as the “Service Firm or Service Provider”, which expression shall where the context permits include its successors-in-interest and permitted assigns), of the second part.

The Parties hereto agree as under:

ARTICLE 1: THE PROJECT

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

ARTICLE 2: SCOPE OF SERVICES

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

ARTICLE 3: TIME SCHEDULE

3.1 Effective Date of Commencement

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

3.2 Time Schedule of Services

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

3.3 Extension of Time

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

ARTICLE 4: MODE OF OPERATION

4.1 Obligations of the Service Firm

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

4.2 Obligations of the Client

The Client shall provide to the Service Firm:

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

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

ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

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

ARTICLE 6: TERMINATION

6.1 End of Services

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

6.2 Termination by the Client

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

6.3 Termination by the Service Firm

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

ARTICLE 7: FORCE MAJEURE

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

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

ARTICLE 8: RESOLUTION OF DISPUTES

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

ARTICLE 9: APPLICABLE LAW

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

ARTICLE 10: CONTRACT AMENDMENT

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

ARTICLE 11: NOTICE

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

To: The Client

General Manager (Procurement & Contracts)

M/s Punjab Power Development Company Ltd.,

63-B, 3rd Floor Mega Tower, Main Boulevard, Gulberg-II,

Lahore.

Tel: +92-42-99332153-56 Fax: +92-42-99332157

To: The Service Firm

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

ARTICLE 12: VALIDITY CLAUSE

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

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

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

ARTICLE 13: PERFORMANCE SECURITY

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

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

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

SPECIAL STIPULATIONS

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

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

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

BID SECURITY FORM FOR HIRING OF SECURITY GUARD SERVICES

The Total Bid Security amounting Rs. _____(Rupees _____only)
(fixed) in shape of Bank Guarantee/Call Deposit Receipt” of the Bank
(Name)_____ is attached in accordance with Clauses
14 of the Instruction to Bidder for the supply of the items.

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

Stamp and Signature of Bidder_____

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

PERFORMANCE SECURITY FORM

TO,

General Manager (P&C),

Punjab Power Development Company Limited (PPDCL)

63-B, 3rd Floor Mega Tower, Main Boulevard, Gulberg-II, Lahore

Tel: +92-42-99332153-56, Fax: +92-42-99332157,

Email: ppdcl.dmm@energy.punjab.gov.pk

WHEREAS (Name of the Contractor) _____

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

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

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

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand

declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of, _____, 201____, or twenty-eight (28) days beyond the time of Schedule of Services, whichever is later.

[NAME OF GUARANTOR]

Signature with Stamp or Seal _____

Name _____ Title _____

Address _____

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the ____ day of, _____ 2020,
between _____ of _____
(hereinafter "the Client"), of the one part and _____ of _____
hereinafter called the Supplier of Service Provider, of the other part:

WHEREAS the Client invited bids for certain "SERVICES" viz., _____
and has accepted a Bid by the Supplier for the supply of those "SERVICES" in the sum of
_____ (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a). the Client's Notification to the Supplier of Award of Contract (Letter of Acceptance);
 - (b). the Form of Bid and the Price Schedules submitted by the Supplier;
 - (c). the Conditions of Contract;
 - (d). the Schedule to Bid (other than Price Schedule);
 - (e). Appendices to Bid;

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

3. In consideration of the payments to be made by the Client to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Client to provide the "SERVICES" and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Supplier in consideration of the provision of the "SERVICES" and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

Signature of the Supplier

Signature of the Client

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of

Witness

Witness

Name: _____

Name: _____

C.N.I.C. _____

C.N.I.C. _____

Address _____

Address _____

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

(INTEGRITY PACT FORM)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

[Name of 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 time 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 Owner:

Name of Bidder (Supplier):.....

Signature:

Signature:

[Seal]

[Seal]