

Tender Document

SECURITY AND SAFETY SERVICES FOR METROBUS SYSTEM IN LAHORE (GAJJUMATTA TO SHAHDARA)



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Important:

Registered companies and Joint Ventures complying with criteria given in this document are eligible for this tender, hereafter referred to as Bidders.

- This Request for Proposal ('RFP') does not constitute a binding agreement or an offer or invitation by the Punjab Metrobus Authority (PMA) to any party other than the qualified Bidders to submit the Bids. The principle purpose of this RFP is to provide the Bidders with information that shall form the basis of their proposals or bids. This RFP contains the minimum requirements and information desired by the Authority. The contents hereof may be supplemented by the Authority as it deems appropriate. Each Bidder may conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information given in this RFP to its satisfaction. The Authority makes no representation or warranty and shall incur no liability under any law, rules or regulations as to the accuracy, reliability or completeness of the RFP. The Authority may, at its sole discretion but without being under any obligation to do so, update, improve or supplement the information in this RFP.
- Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without valid documentary evidence, supporting documents and various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection/revision/supplement shall be entertained regarding the terms and conditions of the Bidding Documents submitted by the Bidder.
- The Bidders are requested to access the website of Punjab Procurement Regulatory Authority (<http://www.ppra.punjab.gov.pk>) or the Punjab Masstransit Authority (www.pma.punjab.gov.pk) for all updates on this RFP such as addendums etc.
- This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time; and instructions of the Government of the Punjab (GoPb) received during the completion of the Operation.
- The Bidder is advised to obtain for himself, at his own cost and responsibility, all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Works/facility. This shall include but not be limited to the following:
 - Relevant laws, rules, and regulations of Pakistan including Income Tax and Sales Tax laws/rules
 - Customs duties and other import taxes applicable in Pakistan
 - Information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
 - Investigations regarding transport conditions and the probable conditions which will exist at the time the Equipment will be actually transported.

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1. Invitation to Bid

Punjab Metrobus Authority, Government of the Punjab (GoPb) invites bids for providing Security and Safety Services for Metrobus System in Lahore (Gajjumatta to Shahdara)

Punjab Procurement Rules 2014, as modified from time to time, will be strictly followed. These may be obtained from PPRA's website:

<http://ppra.punjab.gov.pk/PublicPages/prorules1.aspx>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014.

1.1. Mode of Advertisement(s)

As per Rule 12, 12(1) and 12(3), this tender is being placed online at PPRA's website, as well as being advertised in print media. The bidding document carrying all details can be downloaded from websites www.pma.punjab.gov.pk and www.ppra.punjab.gov.pk for information only.

1.2. Type of Open Competitive Bidding

As per Rule 38(2), Single Stage - Two Envelope Procedure shall be followed. This is as follows:

- i. The bid shall comprise of a single package containing two (2) separate envelopes.
- ii. The envelopes shall be marked in bold and legible letters to avoid confusion, as follows:
 - a. "ENVELOPE-NO. 1:TECHNICAL PROPOSAL"
 - b. "ENVELOPE-NO. 2:FINANCIAL PROPOSAL"
- iii. Initially, only the ENVELOPE-NO. 1 marked TECHNICAL PROPOSAL shall be opened;
- iv. ENVELOPE NO 2 shall be retained in the custody of the Client without being opened;
- v. The technical proposal will be evaluated in a manner as per the clauses mentioned in this document; and proposals which do not conform to the specified requirements as listed in said document will be rejected.
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The ENVELOPE-NO. 2: FINANCIAL PROPOSAL of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;

- viii. After the evaluation and approval of the technical proposal the Client shall, at a time within the bid validity period, publicly open the ENVELOPE-NO. 2: FINANCIAL PROPOSAL of the technically accepted and qualified bids only.
- ix. The technically qualified bidder with lowest financial bid will be the successful bidder.
- x. The Client will invite the successful bidder to enter into an Agreement to provide Security and Safety Services for Metrobus System in Lahore (Gajjumatta to Shahdara)

2. Bidding Details (Instruction to Bidders)

All bids must be accompanied by a Demand Draft / Pay Order/ Bank Guarantee of **PKR Five (05) Hundred Thousand (See Price Schedule of General Condition of Contract) as bid security in favor of “The Punjab Masstransit Authority”** issued by a scheduled bank allowed carrying financial transactions in PAKISTAN. *Clause18 gives details on Tender Security.*

The bids along with the Demand Draft / Pay Order/ Bank Guarantee, Tender Forms, Affidavits, etc., must be dropped in Tender Box placed at the Office of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN, on or before **1100 hours on 25th February, 2019**. The Technical bids will be publicly opened in the Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), at **1130 hours on 25th February, 2019**.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing at the office of Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN on or before **15th February, 2019**. All queries shall be responded to within due time. The Punjab Masstransit Authority shall hold a pre-bid meeting at **1100 hours on 18th February, 2019**, at the Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN.

The bidder must submit bids on the basis of complete fulfillment of requirements. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause on **“Determination of Responsiveness of Bid”** regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Document.

The contact detail for all correspondence in relation to this bid is as follows:

Email: rizwan.aziz@pma.punjab.gov.pk

Punjab Masstransit Authority

5th Floor,

Arfa Software Technology Park (ASTP),

Lahore, PAKISTAN

Bidders should note that during the period from the advertisement of the tender till the receipt of the bid, all queries should be communicated to the above contact in writing or via e-mail at the above stated address. Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated. Client will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids. As authority competent to accept the tender, Client reserves the right to cancel the tender, or reject all bids prior to acceptance of bid as per PPRA Rule 35

3. Definitions

3.1 "LMBS" Lahore MetroBus System

3.2 "MBS Territory" is a group of stations, corridor, bus turnarounds and parking spaces at terminal stations, escalators, pedestrian bridges, underpasses (including underpass at Ichra used for pedestrian crossings only along with basement shops) , stairways, all access points to and from adjacent roadways. In addition, it includes any ancillary facilities in such areas including but not limited to washrooms, pipe networks, electric motors, water coolers, station lighting, all kind of electrical wiring, corridor lights arrangements (including Kalma and Lahore bridge), transformers, Distribution Board Panels, Data Cabins, platform sliding doors, ticket booths, surveillance cameras, Ticket Vending Machines (TVM), station furniture, announcement system including speakers, on ground / underground ducting etc.

3.3 "AFC-BSS" Automated Fare Collection and Bus Scheduling System,

3.4 "PMA" is a Punjab Masstransit Authority, established by the Government of Punjab.

3.5 "Client/Procuring Agency" means Punjab Masstransit Authority (GoPb)

3.6 "Service Provider" or "Successful Bidder": The one technically qualified bidder with lowest financial bid, who has the probability of award of contract **for the Security and Safety Services for Metrobus System in Lahore (Gajjumatta to Shahdara)**, subject to necessary approvals and applicable policies.

3.7 "Registered Company" means a company duly registered under Companies Ordinance 1984 with Security and Exchange Commission of Pakistan

- 3.8 “Confirmation”** means confirmation in writing.
- 3.9 “Bidder”** means a registered company or joint venture that has submitted its bid as per the criteria/specifications listed.
- 3.10 “Contract”** means the contract proposed to be entered into between the procuring entity and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
- 3.11 “Contract Price”** means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- 3.12 "Pre-Bid Conference"** means the meeting conducted by the procuring entity on given date and time prior to actual date of bid opening.
- 3.13 “Procurement Methods”** means any one of the procurement modes / methods as provided in the Punjab Procurement Rules 2014 published by the Punjab Procurement Regulatory Authority (PPRA), Government of Punjab, as amended from time to time.
- 3.14 “Proposal”** means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to RFP.
- 3.15 “RFP”** means Request for Proposals, including any amendments that may be made by the procuring entity for the selection of bidder.
- 3.16 “SBD”** means Standard Bidding Documents.
- 3.17 “SCC”** means the Special Conditions of Contract.
- 3.18 “Services”** means the tasks to be performed by the bidder pursuant to the Contract as listed under Section 8.2
- 3.19 “TEC”** means the Technical Evaluation Committee, constituted for the purpose of evaluating the Proposals received.
- 3.20 “Terms of Reference” or “TOR”** means the document which explains the objectives, scope of work, activities, task to be performed, respective responsibilities of the procuring entity and the bidder, and expected results and deliverables of the assignment.

3.21 “VC/Venture Capitalist/Venture Capital firms” means A person or investment firm that makes venture investments

3.22 "Works" means work to be done by the Service Provider under the Contract.

3.23 “GoPb” means Government of the Punjab

3.24 “GoP” means Government of Pakistan

4. **Headings and Titles**

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. **Notice**

5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Bus Service Provider and the Client, the same shall be:

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post or by hand to their principal office in Pakistan or such other address as they shall notify for the purpose; and

5.1.4 The words "notify", "certify", "order", “consent”, “approve”, "instruct", shall be construed accordingly.

6. **Tender Scope**

6.1 Punjab Metrobus Authority, GoPb, invites/requests Proposals (hereinafter referred to as “the Tenders”) **for the Security and Safety Services for Metrobus System in Lahore (Gajjumatta to Shahdara)**, as outlined in this document.

6.2 **Overview and Objectives**

PMA realizes the importance of providing safe, efficient, comfortable, and affordable Transport to the public and commissioned the MetroBus Corridor. The Client seeks to induct Security and Safety Services for Metrobus System in Lahore (Gajjumatta to Shahdara). The prospective investors/Service Provider will provide services for 3 years.

MBS initially spans over approximately 27 KM running from Gajjumatta to Shahdara through Ferozpur Road named as Green Line. Key locations are targeted to maximize ridership from all surrounding areas. 27 stations are built throughout the entire route of MBS.. The pictures below highlights general station layout and its perspective view.



SALIENT FEATURES OF THE PROJECT

- Total length of the corridor from Gajjumatta to Shahdara is approximately 27 Km.
- Two lane - limited access corridor (10m wide). Access is controlled by Fenced barrier along the curb sides. Only four intersections at Timber Station, Naseerababd Station, Kalma Station and Niazi Station.
- Portion from Canal to Bhati Station is elevated (8.3 Km)
- Portion from Niazi Station till end of Ravi Bridge is Mixed traffic zone.
- Total 27 Stations having average inter-distance of 1 km. Each station has two platforms each with three (03) docking bays. 18 numbers of stations are at-grade while 9 stations are elevated.

- The access to the stations is grade-separated. Pedestrian bridge is used for station access except Kalma, Canal and Qartaba Stations where station access is through pedestrian underpass.
- MAO, Qartaba and Canal stations have multiple accesses
- The bridges and underpasses are used for stations access as well as road crossing.
- There are total 100 escalators. At-grade stations have 4 escalators each. Elevated stations have 2 escalators each, except Qartaba, Canal and MAO where number of escalators are 10,10 and 4 respectively.
- There are total 664 Platform Sliding doors in the system. Each platform has three (03) docking bays while each bay has four (04) sliding doors.
- There are 1300-1500 light poles along the corridor to make it well lit when required.
- Station power is backed up by 100 KVA and 200 KVA gensets whose fueling is done during non-operational hours (11:00 PM – 5:30 AM).
- Bus Operational hours are from 6:15 AM to 11:00 PM according to the prevalent schedule and is subject to change when desired by the Authority.
- There are station amenities such as water coolers, water motors, washrooms, ticket booths, Ticket Vending Machines, Announcement System, Surveillance Cameras, Passenger Information screens, gensets, transformers, turnstiles etc. Washrooms, water motors and transformers are located outside the station at varying accessible distances from the stations
- Automated Fare Collection (AFC): Two types of electronic fare media are used i.e. token and smart card which are validated at turnstiles before entering into the platforms
- Intelligent Transportation System (ITS) at intersections providing Metrobus Signal Priority.
- 64 Articulated air conditioned buses (seating capacity 38+1, total capacity 160 per bus)
- Terminal stations i.e. Shahdara and Gajjumatta have bus turnarounds and bus parking space
- Operations is monitored and controlled through Command & Control Center located in Arfa Karim Software Technology Park (ASTP), 5th Floor, Ferozpur Road, Lahore
- The average ridership details are as follows

AVERAGE DAILY RIDERSHIP 2015	
STATION	TOTAL
Shahdara	21,741

Niazi Chowk	4,972
Timber Market	2,507
Azadi Chowk	3,815
Bhatti Chowk	8,522
Katchery	3,913
Civil Secretariat	3,768
MAO College	6,662
Janazgah	1,446
Qartaba Chowk	4,406
Shama	2,893
Ichra	5,622
Canal	7,549
Qaddafi Stadium	2,147
Kalma Chowk	7,458
Model Town	2,593
Naseerabad	1,855
Ittefaq Hospital	6,634
Qainchi	4,918
Ghazi Chowk	5,739
Chungi Amar Sidu	6,136
Kamahan	3,378
Attari Saroba	2,476
Nishter Colony	3,877
Youhanabad	1,631
Dulu Khurd	1,813
Gajju Matta	9,973
TOTAL	138,442

The prospective bidders are urged to study the scope of work provided in Section 8 of RFP and carryout site visits to actually assess resource requirements.

7. Contract Type and Duration

Contract will be for Security and Safety Services for Metrobus System Lahore (Gajjumatta to Shahdara) for a period of 3 Years extendable up to 2 years upon mutual consent.

Sponsorship of Operation: Punjab Masstransit Authority– GoPb

Technical Evaluation: Punjab Masstransit Authority, GoPb.

Contract Signing: Formal Contract will be signed between technically qualified bidder with the lowest financial bid, and the Client (Punjab Metrobus Authority, GoPb).

8. Services Required

Contractual obligations Roles and Responsibilities shall be as under:

8.1 CLIENT RESPONSIBILITIES

- 8.1.1 Undertake and complete a competitive and transparent bidding process to select the successful bidder.
- 8.1.2 Follow PPRA Rules 2014, as revised from time to time, and procedures for bidding process to ensure transparency and economically efficient outcome.
- 8.1.3 Advertise the project to initiate the procurement process and conduct evaluation of bids (technical and financial) submitted against this tender document.
- 8.1.4 Be responsible for the conduct and functioning of all staff employed in the PMA. The PMA staff shall provide efficient services, polite and courteous behavior towards Service Provider, and passengers. The Client shall be liable for any misconduct or unreasonable offense of its employees and shall take prompt and appropriate action.
- 8.1.5 Attempt to grant timely approvals and documents when required.
- 8.1.6 Implement the Service Level Agreement and levy penalties in case of deficiencies in performance.
- 8.1.7 Make payments to the Security Service Provider on monthly basis subject to Clause 14 of the Contract.

8.2 SCOPE OF WORK FOR SERVICE PROVIDER

The Service Provider shall provide security and safety services in **the MBS Territory**, details of which are provided in subsequent sections

8.2.1 GENERAL REQUIREMENTS

The Service Provider shall:

- 8.2.1.1 Provide, render and ensure Security Services as assigned by the Authority on round-the-clock basis, 24 hours per day, 7 days per week including Sundays and holidays. The Service Provider shall be required to perform all necessary security services and duties as outlined in this Scope of Work. Unless directed by Authority 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).

- 8.2.1.2 Be a guarantee company, shall have good name, standing, requisite experience, expertise and professional reputation for performing similar job/ assignment and should not be on the defaulters or negative list of any statutory / regulatory body / authority.
- 8.2.1.3 Supply all the staff and resources necessary to complete the duties of this contract. The staff shall include sufficient female security staff as per Authority's directions. The Service Provider will carry out the work in a professional manner and to the satisfaction of this authority and will perform all services with qualified staff. The Service Provider shall maintain adequate resource backup to guard unattended posts, to replace guards, and to respond to any untoward situation.
- 8.2.1.4 Be responsible for all acts done by the personnel engaged by it. The Service Provider shall at all time use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that all its personnel are aware of the code of conduct governing the services including the Security Services. The Service Provider or its personnel shall not at any time do, cause or permit any nuisance at the site / do anything which shall cause unnecessary disturbances or inconvenience to the users at LMBS Stations/PMA Center . The Service Provider 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 Authority's rules and regulations, and instructions.
- 8.2.1.5 Ensure that regular supervision is maintained over all working personnel acting upon and responding to performance concerns. It is his responsibility to see that all security tasks/activities are properly coordinated with the MBS operations and where required the Service Provider must modify staff assignments.
- 8.2.1.6 Ensure that it has 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.
- 8.2.1.7 Obtain compliance with all the Applicable Laws, Rules and Regulations, which are applicable to the Service Provider or personnel deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation.
- 8.2.1.8 understand and accept the fact that the Authority reserves the right to modify this coverage as deemed appropriate to meet its needs

- 8.2.1.9 Abide by all the rules and regulations laid down by the Authority.
- 8.2.1.10 Recognize and respond to security threats or breaches. Identify/locate areas for improvement of security mechanism for prevention of theft/damage/misuse of PMA assets
- 8.2.1.11 Recognize and respond (including evacuation) to emergency situations and safety hazards such as fire, power outages, medical emergencies, accidents, short circuits.
- 8.2.1.12 Maintain log of all security violations and report occurrences to the Authority as quickly as possible considering the nature of the violation. Service Provider will compile and submit the formal report of all incidents as per agreed format and according to the schedule defined by the Client. The information of critical/emergency/important events shall be passed to the Authority without any delay.
- 8.2.1.13 Monitor and provide information about public events or other activities in the geographic area that may impact LMBS Operations.
- 8.2.1.14 Appoint authorized representative and ensure his/her presence at short notice when required by the Authority.
- 8.2.1.15 Not sub-contract any of its responsibilities contained in this Agreement to any sub agent or subcontractor without prior written permission of the Authority, and if Authority gives such written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and / or liabilities and the Service Provider shall be fully responsible for all acts and omissions of its sub-contractors or sub agents.
- 8.2.1.16 Be responsible for the confidentiality of the information. The Service Provider shall take and must have mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to the security plans, in relation to this Agreement or the Security Services. Neither the Service Provider nor any of the his employees/agents shall discuss nor disclose verbally or in writing any information regarding any of the internal security operations with any uninvolved persons or agencies without prior written approval from the Authority.
- 8.2.1.17 Be responsible for the medical and accident insurance of its staff, payment of all dues like social security, EOBI, education cess. The Authority 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 Service Provider

- 8.2.1.18 Ensure that it does not engage or continue to engage any person with criminal record / conviction or otherwise undesirable persons and shall bar such person from participating directly or indirectly in the provision of Security Services
- 8.2.1.19 Ensure that all Security Officer shall have received basic training for providing firefighting, emergency evacuation and first aid to save human lives in different types of untoward situations.
- 8.2.1.20 Safeguard moveable and immovable PMA property against theft, damage and misuse. Damage shall include setting up of banners, posters, advertisements, graffiti etc. without Authority's permission.
- 8.2.1.21 Conduct proper checking throughout duty hours and during patrolling, especially at the change of shift. The Service Provider shall immediately inform the Client (Control Room) in case an abnormality is observed, follow the instructions passed from the Client (Control Room) and provide feedback accordingly until the matter is normalized.
- 8.2.1.22 Be liable to penalty/replacement cost for any loss incurred or suffered / any damage caused to movable or immovable property of the Client, on account of delayed, deficient or inadequate Security Services, interruption in the Security Services or overall operations for reasons directly and solely attributable to the Service Provider. In case of any loss as described in this clause, the Client will conduct an inquiry associating a representative of the Service Provider to determine the liability. The verdict of the Client will be final and shall be acceptable to the Service Provider. The liability of replacement cost determined in this regard will be in addition to penalties for non-performance under the contract.
- 8.2.1.23 Be liable to penalty if the Security Services are found to be deficient, sub-standard and not as per the terms and conditions of the Agreement; upon review of the security services
- 8.2.1.24 Agree to remove from the site, whenever required to do so by the Authority, any employee considered by the Authority to be unsatisfactory or undesirable, within the limits of any applicable scope.
- 8.2.1.25 Ensure that all male and female staff is provided with days off from work as per prevalent Labour Laws and notifications issued by the Labor Department.
- 8.2.1.26 Ensure that female staff is deployed for an 8 hours shift/day and they are not forced for overtime duties in any case.
- 8.2.1.27 Ensure hiring, training and administration of motivated and professional employees that meet or exceed the Authority's expectations. All security personnel shall be sufficiently

trained to perform their regular assigned duties vis-à-vis to deal with any type of emergency situation. A basic training session shall be attended by all security personnel, which must be conducted in-house or from a recognized training school, prior to their deployment in Metrobus system. No security personnel shall be deployed without fulfilling basic training course throughout the contract period. All security personnel shall carry the task specific instruction set in English or Urdu, as appropriate, which must be produced on site if asked by PMA. The training records shall also be produced if desired by PMA. Need based training sessions shall also be designed and conducted for security staff on periodic basis to improve their knowledge and skills. PMA may identify the weaknesses in performance and accordingly may give directions to conduct additional training to overcome the weakness. In such situation, the Service Provider shall be obligated to execute the directions within prescribed time.

8.2.1.28 Provide all information required by the Client to facilitate ground check/security clearance from the related Government agencies of all its personnel.

8.2.1.29 Ensure that all security staff must wear specific uniform. The Service Provider shall provide seasonal uniforms, weather-appropriate protective gear and all necessary tools to his staff to carryout continuous performance of contract requirements. The color and style of uniforms will be selected by the Authority from different options provided by the Service Provider. Following shall be mandatory part of uniform:-

- a. Security personnel rank identity on his uniform-shoulder
- b. Waist Belt
- c. Belt-case to carry necessary equipment required to perform security duties and his/her personal items.
- d. An umbrella and rain coat for performing duty in tough weather conditions.
- e. Official Cap
- f. Approved monograms on uniform
- g. Whistle and nightstick/baton for security personnel deputed at stations and corridor
- h. Long collar polished shoes
- i. Properly displayed ID card

Color faded and torn-off uniforms shall be unacceptable

8.2.1.30 Ensure that staff appearance is influential and creates a good image of MBS. Their appearance shall set a good example. The Service Provider shall ensure that guard personnel at all times present a neat and clean appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment. Male security personnel must maintain proper shave/trimmed moustaches/trimmed beard.

- 8.2.1.31 Ensure all guards are provided with the appropriate identification. The identification shall include display of valid security company ID, containing a picture of the officer, at all times while in the facility as part of their uniform requirements.
- 8.2.1.32 Ensure that 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 his/her duties including good vision without color blindness. They should possess good physique, necessary skills, knowledge, expertise and experience to satisfy the requirements of the security work involved. They should not be suffering from any contagious/major diseases.
- 8.2.1.33 Ensure that the age limit of security guard is restricted between 18 to 55 years. The Service Provider shall check all necessary credentials for provision of the quality services.
- 8.2.1.34 Ensure that none of his personnel report in drunken state or consume drugs, prohibited substances, etc., while on duty.
- 8.2.1.35 Ensure that security personnel are at all times, be polite, courteous, respectful and responsive to passengers, Authority officers, other Service Providers etc.
- 8.2.1.36 Ensure that no security personnel 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.
- 8.2.1.37 Be responsible to send a replacement officer immediately, without jeopardizing the security; if the assigned officer does not report on time or leaves the assigned post due to any issue whatsoever.
- 8.2.1.38 Ensure that the Security Personnel check and lock all doors during non-operational hours, inspect all areas by turning on a minimum number of lights, check for open windows, running or dripping water; or any other abnormality
- 8.2.1.39 Take appropriate action to preclude or minimize loss and render reports of all incidents, accidents, property damage, and maintain all records in connection with the duties and responsibilities of the security force. They shall comply with inspection rounds requirements.
- 8.2.1.40 Facilitate the Client to inspect its services at any time.
- 8.2.1.41 The Service Provider shall maintain all records in connection with the duties and responsibilities of its personnel.

- 8.2.1.42 Ensure presence of its representative in Command and Control Center at least during operational hours along with a back-up arrangement. Control Room Operator shall be a graduate or above with strong written and oral communication skills. He/she will act as an interface between the Client and the Service Provider to deal with real time operational issues.
- 8.2.1.43 Appoint a senior level officer who will act as a liaison between the Client and the Service Provider to resolve/address management level issues. He shall be responsible for the preparation of all operational and emergency procedures custom designed for each individual post. These SOPs shall be reviewed and updated from time to time.
- 8.2.1.44 Furnish, operate and maintain full duplex real time UHF/VHF radio based uninterrupted/trouble free and efficient wireless communication system for teams positioned at stations, corridor, PMA Center and patrolling based on single base station. The possession of authorized frequency shall be the responsibility of Service Provider. Adequate number of handsets (Walky-Talky) should be provided to the security personnel. Also three hand-sets shall be provided to the designated officials of the Client to establish efficient communication system. The base station for wireless communication shall be located within PMA Center. The Service Provider shall furnish and install a UPS of sufficient power capacity as backup for the base station. In addition, all the handsets provided shall have an extra battery for emergency backup. The Service Provider shall man the base station through an operator who must be present during operational hours to broadcast or communicate any specific instructions from the Client, and maintain a record. The key responsible staff of Service Provider shall also possess Cellular services as backup.
- 8.2.1.45 Meet and comply with any directions regarding any inefficiency or resource deficiency as communicated by the Client.
- 8.2.1.46 Timely attend and resolve passenger complaints at PMA Helpline, through web interface provided by the Client.
- 8.2.1.47 Ensure timely payments of his staff salaries in accordance with all applicable laws to avoid any possibility of agitation/strike by staff resulting in disturbance in metrobus operation. The payments of Service Provider's staff shall not be linked or communicated as to be linked with early release of contractual payments from PMA. Any agitation/strike from Service Provider's staff due to aforementioned reasons may result in penalties or termination of contract along with recovery of revenue if any, as per decision by PMA.

8.2.1.48 Ensure that the Service Provider does not impart false information to his staff regarding PMA. Any such endeavor of falsifying information may result in penalties or termination of contract as decided by PMA.

8.2.1.49 The bid value shall be adjustment in case of a change in Minimum Wage Rate as per notification of Government of Punjab; according to the following criteria

$$F = 0.2791 + 0.7029 (MWR_n / MWR_b)$$

$$R_n = \text{Bid Value} \times F$$

Where:-

F = Adjustment Factor

MWR_n = New Minimum Wage Rate

MWR_b = Base Minimum Wage Rate, rate prevailing at Bid submission date

R_n = Revised Monthly Service Charges

8.2.1.50 The Client shall incrementally handover the stations and the Metobus Corridor to the successful bidder at time and date of Client's convenience by intimating the Service Provider in writing. In case of partial handing over of the stations, the payment shall be made on pro-rata basis based on number of stations secured.

8.2.1.51 Be responsible for inspection of all firefighting equipment already installed at 27 LMBS stations and report submission in the prescribed format, twice a week. Maintain all accessories including but not limited to the labels / stickers, fitting brackets, hooks, safety pins, hose pipes, handles, etc. to maintain the useful life in accordance with the guidelines of The National Fire Protection Agency (NFPA). The service provider is supposed to instantly inform the Client for replacement/refill of a firefighting equipment in case of use / damage due to any out of normal situation. As and when required by the Client, the Service Provider shall make all necessary arrangements for testing & inspection of firefighting equipment and obtaining of fitness certificate from concerned Civil Defense Department. The same fitness certificate shall be submitted to the Client subsequently.

8.2.1.52 Safeguard and protect PMA stores and items therein in Ichra Underpass, in line with the Client's directions.

8.2.2 REQUIREMENTS FOR MBS TERRITORY

The Service Provider shall provide security and safety services by deploying adequate number of male and female guards to:

- 8.2.2.1 Control, guard and curb unauthorized access of pedestrians and vehicles to MBS Corridor and MBS stations.
- 8.2.2.2 Effectively patrol the corridor from outside with sufficient frequency round the clock to prevent trespassing, theft, vandalism, sabotage, and to catch culprits, etc. The Service Provider shall be penalized if frequency observed is found insufficient or not as per his commitment. The cases of theft shall be dealt as per Clause 8.2.1.22. The patrolling vehicles must be adequate in number and in good working condition. The Service Provider shall be responsible for all maintenance / repair and replacement of such vehicles. Each patrol vehicle shall have the Authority logo prominently displayed at all times and shall be equipped with 360 degree beacon light with siren arrangement. It is clarified that the primary objective of patrolling shall be to control and prevent theft. Patrol vehicles shall not enter the corridor without Authority's permission.
- 8.2.2.3 Be responsible to submit biweekly reports of all PMA assets and ancillary facilities installed alongside the LMBS corridor including but not limited to the current situation of pole lights, cables, LESCO meters, Transformers, washroom facilities, water motors, sewerage, steel fence, paint/rusting, fiber glass sheets, concrete structures, signal poles, a theft, vulnerability etc according to the prescribed format.
- 8.2.2.4 Enforce passengers' code of conduct and PMA Rules/Regulations in true spirit. The Service Provider may be delegated powers to impose and collect prescribed fines/challans from offenders who trespass the MBS corridor or travel without ticket or carry-out any other act that is under non-compliance of Authority's rules and regulations. The Service Provider shall deposit the fines in Bank Account designated by PMA and submit deposit slips along with fine details within the time duration prescribed by PMA. The same information shall be forwarded to the PMA Control Room without delay. The challan/fine books provided by PMA shall remain in possession of the Service Provider who shall be held responsible in case of any mishandling including but not limited to wrong/improper entry, entry with cuttings, missing slips, slips not in sequence etc. The service provider shall also be responsible to immediately report when a challan book is completed/finished and obtain a new one in replacement.
- 8.2.2.5 Hold, retain and handover those committing criminal activity or theft to police, launch application for FIR against the criminal or the crime, and follow up accordingly. In addition to it, the service provider shall remain responsible to register an FIR as and when directed by the Client on behalf of PMA.

- 8.2.2.6 Maintain a minimum inventory of required equipment for efficient performance of security duties/responsibilities. The Service Provider shall be responsible for furnishing all labor, uniforms, flashlights, batteries, whistles, cellular phones / communication devices, chargers, metal detectors, night sticks, batons and other related equipment to comply with their scope. All unarmed guards, shall be equipped throughout their duty hours with at least night sticks and whistles and any additional equipment to perform their particular duty including but not limited to flashlights during night shifts, metal detectors for scanning etc.
- 8.2.2.7 Equip the security staff with Red-Tape and Traffic diverging cones for the safety and smooth running of Metrobus operation during any kind of special circumstances. Security staff shall also furnish and deploy such instruments including but not limited upto eight sets of movable road barriers and tyre killers to block the corridor during any emergency situation as per directions of the Client.
- 8.2.2.8 Be responsible for providing and maintaining the required transportation service needs.
- 8.2.2.9 Not enter MBS territory without valid entry cards issued by the Authority.
- 8.2.2.10 Appoint one security officer at every Metrobus station to act as a Resident Station Manager (RSM) during operation hours. In addition, the Service Provider shall deploy at least Six(6) male security personnel and two (2) female security personnel during operational hours and three (3) male security personnel during non-operational hours, at every station. Similarly, a strength of at least Ten (10) male guards shall also be separately dedicated to perform different tasks as per the requirement of the Client such as controlling the boarding and alighting at dedicated Feeder Route stops and others etc. It is clarified that the contractual responsibilities of the Service Provider cannot be reduced and the minimum specified quantity of security personnel shall not be construed as a waiver from any obligation mentioned in this contract. The Service Provider shall remain fully responsible for all contractual requirements and in case a need emerges for additional resources, the Service Provider shall deploy the same to meet the gap. The Service Provider may withdraw/re-deploy security personnel over and above the minimum requirement with prior approval of the Client. The RSM and his team of male and female security persons shall undertake the tasks as detailed below:

They shall:

- i. prevent theft of public property at stations. All cases of theft shall be dealt as per Clause 8.2.1.22.

- ii. watch /guard the station and monitor all services and activities at the station during the duty hours. In case an abnormality is observed, they shall inform the Client (Control Room), immediately. The RSM shall take necessary measures/actions at his own or as per Client's directions to counter the problems without any delay. The RSM shall keep updated list of all emergency services, including but not limited to police, nearest hospital(s), fire brigade, rescue service, department of civil defense, bomb disposal squad, etc. The RSM shall be responsible in resolving all types of conflicts at a particular station.
- iii. carry-out body check of passengers if required. They shall screen / inspect baggage carried by passengers (with metal detector) at least once before the passengers enter the platform (or if required at any other location within LMBS territory) to identify and prevent entry of hazardous material that can compromise security. In addition, they must suppress and remove invaders, demonstrators and unauthorized entrants.
- iv. Manage Passenger Queues and discipline at Station Ticket Booths, Turnstiles and Passenger Sliding Doors on Platforms. They must report any considerable delays in ticketing operations to the Control Center, manage male and female passenger queues; guard platforms; ensure that passengers enter and exit from platforms by scanning valid fare media only; control entry and exit in the buses; provide assistance and guidance to the passengers as and when requested; facilitate specially challenged persons in boarding, occupying seat and alighting on priority basis; assist driver in clearance of all gates of a bus efficiently; resolve emergency passenger issues if any.
- v. keep and maintain proper record of visits of vendors/contractors and repair/maintenance jobs of an asset/property of PMA that can be verified/checked by the Client at any time. Prior to giving permission to a vendor/contractor to do repair/maintenance job at a specific location of LMBS Corridor / Stations, they must verify that those seeking entry are in possession of a valid entry letter issued by PMA..
- vi. evacuate the passengers from the bus at the end of each trip.
- vii. conduct a detailed search/screening of a bus at route terminal after completion of the trip and report to the Control Room in case an unattended baggage is found left in the bus

- viii. turn ON/OFF station lights, corridor lights, fans and other electrical/electronic equipment including electric motors and water coolers as per direction from PMA. They shall prevent misuse of all electric/electronic equipment, and promptly inform control room in case a malfunction of lighting/electrical/electronic systems is observed. They shall also prepare and submit Station-wise functional reports on daily basis as per the designated format pertaining to Escalators, Water Coolers, water filters, Electric motors/pumps, Passenger Sliding Doors, Station lights, corridor lights, fans, washrooms and related items, Gensets, Civil works requirements such as painting, fixing, pavement conditions or any other required by PMA.
- ix. maintain a fully equipped First-Aid Box to deal with minor level injuries or other emergency requirements.
- x. maintain a log-book to record each incident that occurs at LMBS Stations and corridor, as per agreed format with PMA. The log book of a particular station shall remain in possession of Station Security Manager. Formal report of all incidents shall be submitted on daily, weekly and monthly basis or any other schedule decided by the Client. Such incidents shall include but not limited to criminal activities, protests, damage/theft/loss of property, malfunction of electronic/electric equipment, delay or stoppage in ticketing operations, Bus breakdown, accidents, physical assaults, fire, unexpected rush, protest, vandalism or any other situation affecting operations etc.
- xi. Prevent unauthorized selling in the station. Prohibit beggars at station especially on staircases, escalators and access points and surrounding tough paved areas of stairs and escalators.
- xii. Respond immediately to passengers or support staff in case they require assistance.
- xiii. Fully safeguard the corridor, stations and its ancillary facilities so as to against theft/damage/misuse. All types of maintenance activities shall be conducted as per agreed SOPs between Security Service Provider and relevant contractors. In case of any dispute in SOPs or implementation of SOPs, the PMA verdict shall be final.

8.2.3 **REQUIEMENTS FOR PMA CONTROL CENTER**

The Security Service provider shall:

- 8.2.3.1 Dedicate and deploy at least Six (06) guards for PMA office only. Their roles and responsibilities shall include general office work and/or any other task assigned by PMA.

9. Key Service-level Parameters

In case of non-performance of the Service Provider for scope of work/responsibility or its obligation, fines shall be charged as defined in Annexure-A.

10. Payments

The Client shall make payments as per Clause 14 of the Contract

11. Bidder's Eligibility

An eligible Bidder is a Bidder who:

- 11.1. Is a Local Registered Company registered under Companies Ordinance 1984 with Security and Exchange Commission of Pakistan or Joint Venture (JV) complying with criteria given in Clause No. 13 of RFP.
- 11.2. Has been registered for at least 5 years (In case of JV, at least one member must meet the criteria)
- 11.3. Has proven experience of Security services for at least 5 years. (In case of JV, at least one member must meet the criteria)
- 11.4. Has valid Registration Certificate for Income Tax (In case of JV, Applicable to all members)
- 11.5. Has submitted Income Tax Returns for the last three tax years (In case of JV, at least one member must meet the criteria)
- 11.6. Has valid registration with All Pakistan Security Agencies Association (APSAA) (In case of JV, Applicable to all members)
- 11.7. Has valid NOC from Home Department, Government of Punjab to operate. OR
Possesses a previously issued NOC that may have expired but the expiry date must be within six months of date of submission of Tender. Furthermore such bidders must also furnish proof of renewal of NOC filed prior to bid submission date. (In case of JV, Applicable to all members)

12. Tender Cost

The Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Client shall in no case be responsible / liable for those costs /

expenses.

13. Joint Venture

Joint ventures are eligible for this tender, as long as the joint venture complies with the following conditions:

- a. The Bidders may form a joint venture of maximum four Bidders. All members must be locally registered with relevant experience in providing security services. An Agreement Deed legally executed to that effect, or a Memorandum of Understanding (MOU), signed by all the partners shall be submitted with the Tender. All partners of the JV must be Local Registered Company.
- b. One partner will be designated the lead partner and would enter into legal contract with Client and would be liable to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender.
- c. There must be at least one locally registered company (Partner) of good repute, with relevant experience and proven track record, in the joint venture that must be the lead partner.
- d. The Lead Partner in case of joint venture shall not be allowed to assign the contract or any part thereof to another party, without permission of the Client.
- e. All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Tender, and in case of successful Tender, the Contract Deed, to that effect, shall be signed by the lead partner.
- f. Partners other than the lead would also be bound by the terms and conditions of the contract.

14. Examination of the Tender Document

The Bidder is expected to examine the Tender Document, including all instructions and terms and conditions.

15. Amendment of the Tender Document

- 15.1 The Client may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 15.2 The Client shall notify the amendment(s) in writing to the prospective Bidders.
- 15.3 The Client may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the

Client and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

16. Preparation / Submission of Tender

- 16.1 The Bidder is not allowed to bid for partial procurement of services or part of the services.
- 16.2 The Tender and all documents relating to the Tender, exchanged between the Bidder and the Client, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 16.3 The Tender shall be submitted accompanied by the prescribed Forms, Annexes, Documents, required evidences etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, photocopies may be submitted.
- 16.4 The Technical and Financial proposals shall be submitted in two different envelopes, the envelopes will be clearly marked 'Technical Proposal' and 'Financial Proposal'. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 16.5 The Technical Proposal shall contain the following, **without quoting the price:**

Documents Required For Substantial Responsiveness:-

- 16.5.1 Firm establishment record in form of Company Registration with SECP/Certified Copy of Certificate of Incorporation (In case of JV Applicable to all members)
- 16.5.2 Firm Establishment record for at least 5 years (In case of JV, at least one member must meet the criteria)
- 16.5.3 Relevant experience record of 5 years (Valid NOCs from concerned Home Department) (In case of JV, at least one member must meet the criteria)
- 16.5.4 Valid NTN company registration certificates (In case of JV Applicable to all members)
- 16.5.5 Income tax returns for the Fiscal Years 2015-2016, 2016-2017 and 2017-2018 (In case of JV, at least one member must meet the criteria)
- 16.5.6 Registration with APSAA (In case of JV, applicable to all members)
- 16.5.7 Demand Draft / Pay Order/ Tender Security Form (Annexure-M): Tender Security of PKR Five Hundred Thousand (PKR 500,000/-) vide clause 18 (Tender Security) of tender document).
- 16.5.8 Agreement Deed / MOU in case of JV
- 16.5.9 NOCs from concerned Home Departments as per clause 11.7 of RFP.
(In case of JV, applicable to all members)

Documents Required for Technical Evaluation and other requirements

- 16.5.10 Covering letter duly signed and stamped by authorized representative. (Annexure-E)
 - 16.5.11 Technical Proposal Submission Form (Annexure-F)
 - 16.5.12 Technical Evaluation Form(Annexure-C)
 - 16.5.12.1 Total number of verified guards - Filled Performa provided as Table B2-AnnexB ,
 - 16.5.12.2 Training Certificates in case of guards with Non-Army background,
 - 16.5.12.3 Experience Certificates in case of guards with Army Background
 - 16.5.12.4 Evidence of weapon licenses from concerned Home Department
 - 16.5.12.5 Income Tax Returns for quoted number of years since tax payer in Technical Evaluation Form Annex-C (In case of JV, applicable to member with maximum number of years),
 - 16.5.12.6 Financial Statements for the Fiscal years 2015-2016, 2016-2017, 2017-2018
 - 16.5.12.7 Financial Details (Annex D)
 - 16.5.12.8 Valid NOCs from Home Department Government of Punjab against number of year of experience in Punjab quoted in Technical Evaluation Form Annex C (In case of JV, applicable to member with maximum number of years)
 - 16.5.12.9 Documentary Evidence / Registration Certificate against number of years since registered with APSAA quoted in Technical Evaluation Form Annex C (In case of JV, applicable to member with maximum number of years)
 - 16.5.12.10 Number of Clients in Punjab - Filled Performa provided as Table B3-Annex B, - Contract Document Pages OR Documentary Evidences showing name of parties and contract value of all Bank client provided in Table B3
 - 16.5.12.11 Company Registration Certificate indicating head office location (In case of JV, applicable to member with maximum score)
 - 16.5.13 Financial Capacity of the Bidder (Annexure-D)
 - 16.5.14 Power of Attorney (Annexure-J)
 - 16.5.15 Undertaking (Annexure-K)
 - 16.5.16 Affidavit (Annexure-L)
- 16.6 The Financial Proposal shall comprise the following:

16.6.1 Financial Proposal Submission Form (Annexure-G)

16.6.2 Price Table (Annexure-H)

16.7 The Bidder shall follow the instructions laid down as under:

16.7.1 The Bidder shall seal the Original Technical Proposal in an envelope duly marked as under:

Envelope No. 1A: Original Technical Proposal for
Tender Name. [Name of Tender]

[Name of the Client]

[Address of the Client]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

16.7.2 The Bidder shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Envelope No. – 1B: Duplicate Technical Proposal for
Tender Name. [Name of Tender]

[Name of the Client]

[Address of the Client]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

16.7.3 The Bidder shall seal the Original Financial Proposal in an envelope duly marked as under:

Envelope No. 2A: Original Financial Proposal for
Tender Name. [Name of Tender]

[Name of the Client]

[Address of the Client]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

16.7.4 The Bidder shall seal the Duplicate Financial Tender in an envelope duly marked as under:

Envelope No. – 2B: Duplicate Financial Proposal for
Tender Name. [Name of Tender]

[Name of the Client]
[Address of the Client]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

16.7.5 The Bidder shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Envelope No. (1+2)A: Original Tender for
Tender Name. [Name of Tender]

Strictly Confidential
Open on [Last Date of submission of the Tender]

[Name of the Client]
[Address of the Client]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

16.7.6 The Bidder shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Envelope (1+2)B Duplicate Tender for
Tender Name. [Name of Tender]

Strictly Confidential
Open on [Last Date of submission of the Tender]

[Name of the Client]
[Address of the Client]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

- 16.7.7 As applicable, the Bidder shall again seal Envelope Nos. (1+2)A, (1+2)B in a single envelope titled SECURITY AND SAFETY SERVICES FOR METROBUS SYSTEM IN LAHORE (GAJJUMATTA TO SHAHDARA)
- 16.7.8 The Bidder shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Documents, Literature, etc., in the form of MS Word Documents/ MS Excel Worksheets/ PDF/ Scanned images, with the hard copies.
- 16.7.9 The Tender shall be mailed through a registered courier or hand-delivered to reach at the Client's office before the closing date and time (last day of application). Any Bid received by the Employer after the deadline prescribed in Clause 2 shall be returned unopened to such Bidder. Delays in the mail, delays of person in transit, or delivery of the Bid to the wrong office shall not be accepted as an excuse for failure to deliver the Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid is accomplished
- 16.7.10 **This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, Annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the Bidder. Noncompliance with the same may cause the rejection of bid at the time of opening.**

17. Tender Price

17.1 The quoted price shall be:

- 17.1.1 best / final / fixed and valid until completion of all obligations under the Contract and is subjected to adjustment only as per Clause 8.2.1.49
- 17.1.2 in Pak Rupees (PKR);
- 17.1.3 is inclusive of all applicable taxes as per Laws of the Government of Pakistan, but shall be exclusive of Sales Tax on Services which shall be added by the Client over and above the offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to

adjustments for change in rate of Sales Tax on Services as and when applicable.

- 17.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 17.3 The price hereby quoted by the Bidders would cover the whole scope of services for the contract period.

18. Tender Security

- 18.1 The Bidder shall furnish the tender Security as part of the technical bid envelope, failing which will cause rejection of bid; as under:
- 18.1.1 Demand Draft / Pay Order / Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Client, as per the format provided in the Tender Document or in form of Demand Draft;
- 18.1.2 A sum of PKR Five Hundred Thousand (PKR 500,000/-);
- 18.1.3 Have a minimum validity period of **180 days** from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 18.2 The proceeds of the Tender Security shall be payable to the Client, on the occurrence of any / all of the following conditions:
- 18.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or
- 18.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or
- 18.2.3 If the Bidder, having been notified of the acceptance of the Tender by the Client during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 18.2.4 If the Bidder fails to provide the performance security in stipulated timeframe or format.
- 18.3 The Tender security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid, as well as to the unsuccessful bidders following the financial bid opening procedure. The Tender Security shall also be returned to the successful Bidder on furnishing the Performance Security.

19. Tender Validity

The Tender shall have a minimum validity period of **One Hundred and Eighty days (180) days** from the last date for submission of the Tender. The Client may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response

thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Tender security.

20. Modification / Withdrawal of the Tender

20.1 The Bidder may, by written notice served on the Client, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

20.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

21. Opening of the Tender

21.1 Tenders shall be opened, at the given place, time and date, in the presence of the Bidder(s), if available, for which they shall ensure their presence without further invitation.

21.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Client may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

21.3 No Bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

22. Clarification of the Tender by the Client

The Client shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of ambiguities / conflicting statements / arithmetical errors discovered in the Tender. Acceptance of any such correction is solid discretion of the Client.

23. Determination of Responsiveness of the Bid (Tender)

23.1 The Client shall determine the substantial responsiveness of the Bidder to the Tender Document, prior to the Technical Evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

23.1.1 meets the eligibility criteria for the Bidder for the Services;

- 23.1.2 is accompanied by the required Tender Security as part of Technical Bid;
 - 23.1.3 is otherwise complete and generally in order;
 - 23.1.4 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 23.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Client's rights or the Bidder's obligations under the Contract.
- 23.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Client may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender; but subject to recommendations of the Tender Evaluation Committee.

24. Correction of errors / Amendment of Tender

- 24.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 24.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form; the amount in words, shall govern.
- 24.2 The Bidder shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender.

25. Rejection / Acceptance of the Tender

- 25.1 The Client shall have the right, at his exclusive discretion, to accept a Tender (lowest evaluated bid) , reject all tender(s), cancel / annul the Tendering process at any time prior to award of formal Contract, and without thereby incurring any liability to the Bidder and the decision of the Client shall be final.
- 25.2 The Tender shall be rejected if:
- 25.2.1 it is substantially non-responsive; or
 - 25.2.2 it is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 25.2.3 it is incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late (by more than 59 seconds subject to Pakistan Standard Time); or
 - 25.2.4 it is subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 25.2.5 the Bidder submits more than one Tenders; or
 - 25.2.6 the Bidder fails to meet the minimum passing score of 70 in the Technical Evaluation Criteria (Annexure-B); or

- 25.2.7 the Bidder refuses to accept the corrected Total Tender Price; or
- 25.2.8 the Bidder has conflict of interest with the Client; or
- 25.2.9 the Bidder tries to influence the Tender evaluation / Contract award; or
- 25.2.10 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award.
- 25.2.11 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 25.2.12 the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

26. Acceptance Letter (Letter of Intent)

The Client shall, send the Acceptance Letter (Letter of Intent) to the successful Bidder, prior to the expiry of the validity period of the Tender, which shall be made part of the formal contract.

27. Performance Security

- 27.1 The successful Bidder shall furnish Performance Security as under:
 - 27.1.1 within ten (10) working days of the receipt of the Acceptance Letter from the Client;
 - 27.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Client;
 - 27.1.3 denominated in Pak Rupees;
 - 27.1.4 Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.
 - 27.1.5 The successful Bidder shall submit a Bank Guarantee of 10% of the annual contract value for a period of **three (3) years**, on a yearly basis, with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, five (5) days before the expiry period of the submitted bank guarantee.
 - 27.1.6 The proceeds of the Performance Security shall be payable to the Client, on occurrence of any / all of the following conditions:
 - 27.1.6.1 If the Service Provider commits a default under the Contract;
 - 27.1.6.2 If the Service Provider fails to submit the bank guarantee for the next year five (5) days before the expiry of already submitted bank guarantee in stipulated timeframe.

27.1.6.3 If the Service Provider fails to fulfill any of the obligations under the Contract

27.1.6.4 If the Service Provider violates any of the terms and conditions of the Contract.

27.2 The Service Provider shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity on written request from the Service Provider.

28. Redressing of Grievances by the Client

28.1 The Client shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

28.2 Any bidder feeling aggrieved by any act of the Client after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.

28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

28.5 Any bidder not satisfied with the decision of the committee of the Client may follow the process mentioned vide Statutes and Regulations.

**TERMS & CONDITIONS OF THE
CONTRACT FOR THE SECURITY SERVICES FOR METROBUS SYSTEM IN LAHORE
(GAJJUMATTA TO SHAHDARA)**

**WILL BE SIGNED OFF BETWEEN PUNJAB MASSTRANSIT AUTHORITY,
GOVERNMENT OF THE PUNJAB, AND THE SERVICE PROVIDER**

Contract for

**FOR THE SECURITY AND SAFETY SERVICES FOR METROBUS SYSTEM IN
LAHORE (GAJJUMATTA TO SHAHDARA)**

between

PUNJAB MASSTRANSIT AUTHORITY



And

SUCCESSFUL BIDDER

Dated:

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1. AGREEMENT

THE SECURITY AND SAFETY SERVICES FOR METROBUS SYSTEM IN LAHORE (GAJJUMATTA TO SHAHDARA)

This CONTRACT/ AGREEMENT is made on this ____ day of ____, 2015 (hereafter referred to as “Agreement”)

BY AND BETWEEN

Managing Director, Punjab Metrobus Authority (hereinafter referred to as “PMA”), Government of the Punjab (hereinafter referred to as “The Client”) which term shall, wherever the context so permits or requires, mean and include its successors-in-interest, nominees, legal representatives, executors, administrators, transferees, attorneys and permitted assigns

AND

[Full legal name of Service Provider /Successful Bidder] having its registered office at [Address of Service Provider/Successful Bidder] on the other part (hereinafter called the “Service Provider”) which expression shall include its successors-in-interest, legal representatives, executors, administrators, transferees, attorneys and permitted assigns

The Client and the Service Provider are hereinafter collectively referred to as the "Parties" and individually as the "Party".

2. RECITALS

WHEREAS,

- (a) The GoPb through the Client intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of Security and Safety services as described in the contract;
- (b) The Client has requested the Service Provider to provide certain services as described in Tender Document; and
- (c) The Service Provider, having represented to the Client that it has the required professional skills, personnel technical and financial resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

3. COVENANT:

- 3.1 The Service Provider hereby covenants with the Client to supply services, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Client to the Service Provider.
- 3.2 The Client hereby covenants with the Service Provider to pay the Service Provider, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services.

4. ANNEXES TO THE AGREEMENT:

- 4.1 The following shall be deemed to form and be read and construed as part of this Contract:
 - 4.1.1 The Tender Document/RFP
 - 4.1.2 Bidder's Proposal
 - 4.1.3 Acceptance Letter (Letter of Intent)
 - 4.1.4 Terms and Conditions of the Contract
 - 4.1.5 Special Stipulations
 - 4.1.6 The Technical Specifications
 - 4.1.7 Tender Form
 - 4.1.8 Price Schedule
 - 4.1.9 Affidavit(s)
 - 4.1.10 Authorized Dealership / Agency Certificate

4.1.11 Performance Security

4.1.12 Service Level Agreement (SLA)

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

5. SERVICES REQUIRED:

The scope of services is explained in section 8 of RFP

6. KEY SERVICE-LEVEL PARAMETERS

Any breach of defined service levels will entail penalties which shall result in deductions in monthly payments to the Service Provider. Service Level Agreement (SLA) is further elaborated in Annexure-A of the RFP document.

7. SIGNING OF THE AGREEMENT

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For: **Punjab Metrobus Authority (PMA)**

For: **Legal Name of the Service Provider/Successful Bidder**

Signature _____

Signature _____

Name:

Name:

Witnessed By:

Witnessed By:

WITNESSES

Signature _____

Signature _____

CNIC # _____

CNIC# _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

I. GENERAL CONDITIONS OF CONTRACT

8. CONTRACT

The Client shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Tender Document, to the successful Bidder. Within ten working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Client.

9. CONTRACT DOCUMENTS AND INFORMATION

The Service Provider shall not, without the Client's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Client in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

10. CONTRACT LANGUAGE

The Contract and all documents relating to the Contract, exchanged between the Service Provider and the Client, shall be in English. The Service Provider shall bear all costs of translation to English and all risks of the accuracy of such translation.

11. PATENT RIGHTS AND RIGHTS TO THE CONTENTS OF THE PROGRAM

The Service Provider shall indemnify and hold the Client harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof. The Client will hold the exclusive rights to the contents of this program.

12. INSURANCE

The Service Provider shall provide such insurance as is sufficient to protect against their theft, damage or deterioration during course of the service, storage/transit to their final destination as

indicated in this Contract. The Service Provider shall arrange and pay for the insurance of the vehicle, equipment or any such item to the place of destination and time, as required by the Client.

13. EXECUTION SCHEDULE

The Service Provider shall submit an Execution Schedule, giving details of services to be rendered, as required under the Contract, to the Client, within ten (10) days of the signing of the Contract.

14. PAYMENT

14.1. The procedure for payments to Service Provider shall be as under:

The Service Provider shall submit monthly Application for Payment (Invoice) to the Client; within first five (05) working days of the following month, in the prescribed form and on the quoted rates in the bid. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence (if any) and as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.

The Client shall issue a Certificate of Payment, in the prescribed form, with a copy to the Service Provider, verifying the amount due, within seven (07) working days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defects/shortcomings in the services provided. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate; after giving an opportunity of clarification to the Service Provider

The Client shall pay the amount verified in the Certificate of Payment within twenty one (21) days inclusive of seven days of issuance of Certificate of Payment. Payment shall not be made in advance. The Client shall make payment for the Services provided, to the Service Provider, as per Terms of the Contract, in Pak Rupees, through crossed cheque.

15. CONTRACT PRICE

15.1 The quoted price, in the financial bid, is inclusive of all applicable taxes, as per Laws of the Government of Pakistan, but is exclusive of Sales Tax on Services which shall be

added by the Client over and above the quoted amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable. Furthermore, in future, if the total incidence of taxes imposed on the Contractor increases above 10% of the rate that prevailed at the time of the signing of contract, the Service Provider and the Client shall settle the issue through mutual consultations/agreement. Same dispensation will apply if the incidence of tax reduces over the contract period.

- 15.2** The Service Provider shall not change the quoted price(s) in bid for the equipment and services provided and for other obligations discharged, under the Contract. Any adjustment for price from the prices quoted by the Service Provider in the Price Schedule shall be assessed as per the formula provided Clause 8.2.1.49 of the RFP document.

16. CONTRACT AMENDMENT

The Client, at any time, by written notice served on the Service Provider, may initiate, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Services / the Works, in whole or in part. The Service Provider shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Client. The Service Provider shall not execute the Change until and unless the Client has allowed the said Change, by written order served on the Service Provider. The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change. No variation in or modification in the Contract shall be made, except by written amendment signed by both the Client and the Service Provider.

17. ASSIGNMENT / SUBCONTRACT

The Service Provider will not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Client's prior written consent. The Service Provider shall guarantee that any and all assignees / subcontractors of the Service Provider shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

18. EXTENSIONS IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT

If the Service Provider encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Service Provider shall, by written notice served on the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Client shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Service Provider, extend the Service Provider's time for performance of its obligations under the Contract.

19. LIQUIDATED DAMAGES (LD)

If and when applicable, liquidated damages (LD) shall be levied for delay start date of complete services and as directed by the Client as below:-

- Incomplete number of guard deployment at Stations = 0.25 % of the annual contract value (Monthly quoted price x 12) per day per station
- Other services as required in this RFP = 0.02 % of the annual contract value per day

However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security. The Liquidated Damages are attributable to such part of the Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s)

20. FORFEITURE OF PERFORMANCE SECURITY

If the Service Provider fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Client may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Service Provider.

21. TERMINATION FOR DEFAULT

If the Service Provider fails/delays in performance of any of the obligations under the Contract / violates any of the provisions of the Contract / commits material breach of any of the terms and conditions of the Contract, or engages in any illegal activities; where such failure/breach/illegal activity has a material adverse effect on the operations of this Project, the Client may, at any time, without prejudice to any other right or action / remedy it may have, by written notice served on the Service Provider, indicate the nature of the default(s)

and terminate the Contract, in whole or in part; provided that the termination of the Contract shall be resorted to only if the Service Provider does not cure its failure / breach/ illegal activity, within twenty one (21) working days (or such longer period as the Client may allow in writing), after receipt of such notice.

If the Client terminates the Contract for default, in whole or in part, the Client may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Service Provider shall be liable to the Client for any excess costs for such similar Services / Works. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

22. TERMINATION FOR INSOLVENCY

If the Service Provider, or any member in case of JV, becomes bankrupt or otherwise insolvent, the Client may, at any time, without prejudice to any other right or action / remedy it may have, by written notice served on the Service Provider, indicate the nature of the insolvency and terminate the Contract, in whole or in part.

23. TERMINATION FOR CONVENIENCE

- 23.1. The Client may, at any time, by written notice of 30 days served on the Service Provider, terminate the Contract, in whole or in part.
- 23.2. The Services which are complete, or are scheduled to be completed by the Service Provider, within thirty working days after the receipt of such notice, shall be accepted by the Client. For the remaining services, the Client may elect:
 - a) To have any portion thereof completed and delivered; and
 - b) To cancel the remainder and pay the Service Provider by Paying an allowance **as compensation for overheads and anticipated profit to the Service Provider**, 10% of value of rest of the contract value.

24. FORCE MAJEURE

- 24.1. Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Client or of the Service Provider. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the Client keeping in view all the circumstances and requirements of the Client.

- 24.2. The Service Provider shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 24.3. If a Force Majeure situation arises, the Service Provider shall, by written notice served on the Client, indicate such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. DISPUTE RESOLUTION

- 25.1. The Client and the Service Provider shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 25.2. If, after thirty working days, from the commencement of such informal negotiations, the Client and the Service Provider have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

26. STATUTES AND REGULATIONS

The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Service Provider shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Client indemnified against all penalties and liability of any kind for breach of any of the same. The Courts shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

27. TAXES AND DUTIES

The Contractor shall be responsible for the payment, if any is required, of all Pakistani Income Tax, Duties any other taxes on income arising out of the Contract, and the

financial bid mentioned in "Financial Proposal Submission Form"/"Price Table" shall be deemed to cover all such taxes.

28. CONTRACT COST

The Service Provider shall bear all costs / expenses associated with the preparation of the Contract and the Client shall in no case be responsible / liable for those costs / expenses e.g. Contract Stamp duty charges etc.

29. AUTHORIZED REPRESENTATIVE

- 29.1. The Client, or the Service Provider may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 29.2. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Client, or the Service Provider
- 29.3. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 29.4. Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 29.5. Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.
- 29.6. If the Service Provider questions any decision or instruction of the Authorized Representative of the Client, the Service Provider may refer the matter to the Client who shall confirm, reverse or vary such decision or instruction

30. WAIVER

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

31. SPECIAL STIPULATIONS

SCHEDULE-A, SPECIAL STIPULATIONS		
For ease of Reference, certain special stipulations are as under:		
1	Tender Security	<p>The Service Provider shall furnish the Tender Security as under:</p> <p>for the whole Tender;</p> <p>In the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Client, as per the format provided in the Tender Document or in form of Demand Draft / Pay-order drawn on a Scheduled Bank operating in Pakistan; for a sum of PKR Five Hundred Thousand (PKR 500,000/-); denominated in Pak Rupees;</p> <p>Have a minimum validity period of one hundred and eighty (180) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.</p>
2	Performance Security	<p>The successful Service Provider shall furnish Performance Security as under:</p> <p>within ten (10) working days of the receipt of the Acceptance Letter from the Client;</p> <p>in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Client;</p> <p>denominated in Pak Rupees;</p> <p>Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.</p> <p>The Service Provider shall submit a Bank Guarantee for 10% of the annual contract value, for a period of three (3) years, on a yearly basis, with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, Five (5) days before the expiry period of the submitted bank guarantee. Subject to clause 27 of the RFP, the Client, after receiving new bank guarantee shall return the previous bank guarantee in lieu of Performance Security to the Service Provider.</p>
3	Signing of Contract	<p>The Client shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Tender Document, to the successful Bidder. Within ten working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Client.</p>
4	Start Security Services	<p>Subject to handing-over of the stations on as and when basis</p>
5	Liquidated damages for	<p>If and when applicable, liquidated damages (LD) shall be</p>

	failure / configuration of Services by the Service Provider	levied for delay start date of services @ 0.25 % of the annual contract value per day per station (Monthly quoted price x 12) However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security. The Liquidated Damages are attributable to such part of the Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s)
6	Legal Status to Work in Pakistan	The Bidder must be allowed and meet all conditions set forth by the GoPb to work with all concerned parties of the private, public, and not for profit sectors.
7	Contract Life	Three (3) Years, extendable up to 2 years upon mutual consent

ANNEXURES

Annexure-A: Standard Monetary Deductions for Default/Non-performance of Services

Scope:

- The SLA describes target performance levels which the bidder shall aim to deliver for the Services outlined in this Contract. It also lists the procedures for managing unavailability of Services / negligence / inefficiency on part of the Service Provider, and associated penalties which will be applied if bidder fails to deliver any service performance targets in accordance with this Agreement including agreed Standard Operating Procedures during contract life (SOP).
- The Operator will be exempted from delays or slippages on SLA parameters arising out of delays in execution or due to delay in approval or review from the Client's side. Any such delays will be notified in writing.
- Each non-compliance shall be penalized according to the following formula and details given in Table below. The table also details additional penalties, subject to type of infraction

Penalty Amount per Incident (PKR) = (P x Monthly Contract Value) / 10000

Sr. NO	Description of Infraction and Other Fine Details (PKR)	Value of P for each occurrence
PENALTIES RELATED TO GENERAL SECURITY REQUIREMENTS		
1	Security staff found sleeping /dozing/in drunken state/doing personal work during duty hours.	0.5
2	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
3	Security Personnel found with unclean / untidy appearance, Improperly shaved, improperly trimmed moustaches and beard.	1
4	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>	30
5	Security Personnel not carrying minimum equipment to perform his/her task as defined in scope of the contract.	0.5
6	For delay exceeding 15 minutes in reporting outward and critical incidents including but not limited to robbery, theft, any use of fire arms, accidents resulting in injury or death, fire, short circuit, damage to infrastructure, lost property, vandalism, protests, fight, bus breakdowns, token shortage, any factor causing disturbance in operations etc. <i>(In addition to the Fine, PKR 1000/- shall be charged for delay of each additional hour. Additional Penalty shall not exceed PKR 10,000/-)</i>	3
7	Formal Reports not submitted as per defined format and schedule <i>(In addition to Fine, PKR 1000/- shall be charged for delay of each additional day. Additional Penalty shall not exceed PKR 10,000/-)</i>	0.5
8	Falsification of Facts and Information or breach of confidentiality of information/documents. <i>(In case Clause 8.2.1.48 of RFP is invoked, penalty shall be replaced by 5% deduction from Monthly Invoiced Value)</i>	2
9	Security Personnel not able to produce specific work instruction issued to perform his/her particular task	0.3

10	It is found that Security Personnel is deputed without providing initial mandatory training <i>(In addition to fine, Security Personnel(s) shall be immediately removed from site followed by replacement)</i>	30
11	Unable to provide Security Personnel records desired by PMA within the specified time. <i>(In addition to Fine, PKR 500/- shall be charged for delay of each additional day. Additional Penalty shall not exceed PKR 5,000)</i>	30
12	PMA indicates an inadequacy/ insufficiency in a certain security function and directs Service Provider to meet the gap which he fails to comply within the specified time. <i>(In addition to Penalty, PKR 500/- for delay of each additional day, until the gap is met)</i>	25
13	Failure to follow or acknowledge instructions issued by the Control Center or PMA / Misbehavior with PMA representative	0.5
14	Failure to arrange repairs of the damages to PMA Property caused by the Operator within the prescribed time frame. <i>(In addition to Fine, PKR 1000/-shall be charged for delay of each additional day)</i>	10
15	Verbal or Physical ill-treatment with passengers/persons, impolite/disrespectful behavior with passengers/persons <i>(In addition to fine, concerned Security Personnel(s) shall be immediately terminated followed by replacement)</i>	10
16	Any deliberate action intended to stop/impede/ resist PMA Operations <i>(In addition to fine, concerned Security Personnel(s) shall be immediately terminated followed by his/her replacement. In case of strike resulting in disturbance (Curtailement/ missing of trips more than 1% of scheduled trips/ property damage, etc.) in operations, fine shall be replaced by 15% deduction from Monthly Invoiced Value and recovery of estimated revenue loss if any)</i>	30
17	Unauthorized access / trespassing	1
18	Any Security Personnel found with Criminal record <i>(In addition to fine, concerned Security Personnel(s) shall be immediately terminated followed by replacement)</i>	20
19	Number of Security Complaints received per month at PMA Helpline are more than 20 <i>(In addition to Fine, PKR 500/- for each complaint exceeding 20)</i>	2
20	Unresolved Complaints at PMA Helpline Website for more than 2 days. Each unresolved complaint shall be treated as separate incident for penalty	0.3

21	Unable to launch application / FIR in concerned Police Station as per directions from PMA	0.5
22	Security Equipment missing / non-functional or not able to perform its intended use, inadequate in number a) Wirelss Handset b) Metal Detctor c) Whistle/Baton/Nightstick d) Flashlights e) Others included in the contract	a) 1 b) 1 c) 0.5 d) 0.3 e) 0.1
23	Wireless Communication System down wholly or partially <i>(Factor P shall be further multiplied by number of hours of downtime, expressed as whole numbers. In case of continues downtime more than one day, the monthly payment on this account shall be deducted)</i>	20
24	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
25	Any act/instance which is non-conforming to Authority's Rules/Regulations/defined scope of work, and agreed SOPs <i>(Factor P shall be further multiplied by X ranging from 1 to 100 depending on the sensitivity of the incident)</i>	0.5
PENALTIES RELATED TO SECURITY OF CORRIDOR AND STATIONS		
26	Security staff found at stations not as per minimum number specified in the contract. Each deficient number shall be treated as separate incident for penalty	1
27	Improper checking / scanning of baggages and Persons	1
28	Improper Queue Management and lack of discipline at Ticket Booths.	1
29	Improper Queue Management and lack of discipline at Platform entry and exit Turnstiles	1
30	Unable to apprehend persons entering in Platform or traveling without valid fare media	10
31	Improper Control and lack of discipline in boarding and alighting of passengers.	1

32	Improper clearance of doors resulting in increased Metrobus station stay time due to negligence of staff deployed.	0.5
33	Despite the request of Metrobus Driver, unable to control passenger boarding's, causing bus overloading and/or passenger discomfort.	0.5
34	Not facilitating persons with disabilities in boarding, alighting and seat occupancy	5
35	Security clearance of buses not performed at end of each trip	1
36	Corridor Patrolling Frequency observed is insufficient or not as per commitment	5
37	Patrolling vehicles used are not in good condition / Missing or improper PMA Logo / Missing or improper or non-functional 360 Degree Beacon Light and siren arrangement.	2
38	Turning On/Off of Corridor and Station lights, electrical motors, water coolers or other if any, is not found as per schedule or directions given by PMA, OR It is observed that resources are being wasted <i>(Recovery In case of any equipment malfunction due to improper handling)</i>	1
39	Improper maintenance of Incident and other log books at a particular Station	1
40	Station Security Manager found absent from his duty.	5
41	Security Personnel (s) found absent from their duty including Control room representative, Wireless Base Station Operator and dedicated staff for PMA Office	1
42	Cellular devices carried by Security Personnel (s) including Control room representatives, Wireless Base Station Operator, dedicated staff for PMA Office and Station Managers are found in non-working condition due to any reason whatsoever	1
43	Mishandling of Challan/Fine books, log registers at stations. This shall include but not limited to wrong/improper entry, cuttings, pages torn off, slips missing, delay in submission of old and issuance of new challan book etc. <i>(Also recovery of estimated revenue loss if any)</i>	1

Annexure-B: Technical Evaluation Criteria

1. The bidders in order to qualify the Technical Evaluation Criteria must score at least 15 points in category A, 12 points in category B & 14 points in category C and at least total of 70 points.
2. In case of JV, marks shall be evaluated jointly for all members unless stated otherwise.
3. The requirement of documents for evidence as indicated in the table below, is applicable to all members of JV unless specified otherwise.
4. Evaluation parameters including percentages shall be rounded to the nearest one decimal place for the purpose of scoring.

TABLE B1

	Evaluation Parameter	Total Points	Points Criteria	Evidence Required
A. Quality	Total Number of verified Guards quoted in Table B2	12	Less than 200 0 Points 200 to 300 4 Points More than 300 to 400 6 Points More than 400 to 500 8 Points More than 500 to 600 10 Points More than 600 12 Points	Filled Performa provided as Table B2 Training Certificates in case of guards with Non-Army background
	Percentage of Trained Guards	8	(No. of Trained Guards / Total Verified Guards) x 8	Experience Certificates in case of guards with Army Background
	Percentage of Army men in total guards	8	(No. of Army men as guards (verified) / No. of Total verified Guards) x 8	
	Percentage of weapon licenses	4	(No. of weapon Licenses / Total Verified Guards) x 4	Evidence of weapon licenses from concerned Home Department
	Minimum Salary of security guard	4	=15,000 2 Points More than 15,000 4 Points	
	Subtotal A		36	
B. Financial Capability	Income Tax Payer since (Years)	6	Less than 3Years Ineligible 3 to 5 Years 2 Points More than 5 to 7 Years 3 Points More than 7 to 10 Years 6 Points	Income Tax Returns for quoted number of years (In case of JV, applicable to member with maximum number of years)
	Net Worth of Security Business in Last year in Millions (Total Assets - Total Liabilities)	12	Less than 30 0 Points 30 to 45 3 Points More than 45 to 60 6 Points More than 60 to 75 9 Points More than 75 12 Points	1. Financial Statements for the Fiscal years 2015-2016, 2016-2017, 2017-2018 2. Annex D
	Average Annual Turnover of Security business in last three years in Millions	12	Less than 70 0 Points 70 to 100 3 Points More than 100 to 130 6 Points More than 130 to 160 9 Points More than 160 12 Points	
Subtotal B		30		
C. Reputation	No. of Years of Service in Punjab	10	One point will be awarded for each year of experience.	Valid NOCs to operate for the number of years quoted from Home Department Government

				of Punjab (In case of JV, applicable to member with maximum number of years)
	Years since registered with APSAA	4	Not Registered less than 5 yrs >5-10 yrs More than 10 yrs	ineligible 2 Points 3 Points 4 Points
	No. of Clients including business entities in public / private sector in Punjab	12	Less than 12 13 to 20 21 to 40 More than 40	3 Points 5 Points 7 points 8 Points
	Percentage of Banks as Client	4	(No. of bank Clients / No. of Total Clients) x 4	
	Location of Head Office	4	Punjab Sindh KPK Balochistan	4 Points 3 points 2 Points 1 Points
				Filled Performa provided as Table B3 Contract Document Pages OR Documentary Evidences showing name of parties and contract value of all client names provided in Table B3
				Company Registration Certificate (In case of JV, applicable to member with maximum score)
	Subtotal C	34		
	TOTAL	100		

TABLE B2

This table in the provided format shall be filled and submitted in hard and soft form as an evidence for Evaluation of Quality along with Annex-C. In case of JV, all members shall provide separate table. The information provided must be correct and verifiable. The required evidences attached must be tagged according to the particular serial no.

Sr. No	Name	NIC No.	Salary	Type of Trainings Received in case of Trained Guard	Rank in Army in case of Army Background	Contact No

TABLE B3

This table in the provided format shall be filled and submitted in hard and soft form as an evidence for Evaluation of Reputation. along with Annex-C. In case of JV, all members shall provide separate table. The information provided must be correct and verifiable. The required evidences attached must be tagged according to the serial no.

Sr. No	Client Name	No of Guards Provided	Contract Start Date	Contract End Date	Contract Value	Contact Person Details			Province
						Name	Designation	Contact No	

Annexure-C: Technical Evaluation

The following data form shall be filled out by the Bidder; and by all partners in case of a Joint Venture, with supporting documents for evidence as described in Annex B. The Client reserves the right to request additional information for values/information entered by the Bidder against any criteria.

1	Total Number of Guards	
2	Number of Verified Guards	
3	Number of Trained Guards	
4	No. of weapon licenses	
5	No of Army men in verified guards	
6	Minimum Salary of security guard	
7	Income Tax Payer since (Years)	
8	Net Worth of Security Business in Last Year in Millions (Total Assets - Total Liabilities)	
9	Average Annual Turnover of Security business in last three years in Millions	
10	Total Number of Clients	
11	No of Bank Clients	
12	No. of Clients in Punjab	
13	No. of Years of Service in Punjab	
14	No of years of Registration with APSAA	
15	Province in which head office is located	

Annexure-D: Financial Capacity of the Bidder

Additionally, the following financial data form shall be filled out by the Bidder; and by all partners in case of a Joint Venture and along with one summary form for all partners. The Client reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

Financial Information	Provide the required information for the previous three years. (Most recent to oldest). Also attach balance sheets for the relevant years		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet:			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement:			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below.

Litigation or arbitration in the last three (3) years: No:_____ Yes:_____ (See below)

Litigation and Arbitration During Last three (3) Years

Year	Matter in Dispute	Value of Award Against Service Provider in PAK Rupees
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Authorized Signatures with Official Seal

Annexure-E: Format for Covering Letter

To
(Name and address of Client)

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Client Department / Office.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the Operation) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the (insert name of the Client)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all the pre-F criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal

Annexure-F: Technical Proposal Submission Form

Technical Proposal Submission Form

[Location, Date]

To _(Name and address of Client / Client)_

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide the Security and Safety Services for Metrobus System in Rawalpindi-Islamabad (Saddar to PM Secretariat)

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Annexure-G: Financial Proposal Submission Form (Part of Financial Bid Envelope)

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _(Name and address of Client / Client)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of PKR (insert amount in words and figures)_. This amount is inclusive of all applicable taxes as per Laws of the Government of Pakistan, but is exclusive of Sales Tax on Services which shall be added by the Client over and above the offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the clauses 19 and 20 of RFP.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Service Providers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

Annexure-H: Price Table

Technically qualified bidders with minimum value of “X” will be considered successful.

Sr No	Item	Price per Month (PKR.)
1	SECURITY AND SAFETY SERVICES FOR METROBUS SYSTEM IN LAHORE (GAJJUMATTA TO SHAHDARA)	X

Notes to the Price Table:

- 1) *No advance payments will be made. Contract Payment will be made on monthly basis*
- 2) *The quoted price is inclusive of all applicable taxes as per Laws of the Government of Pakistan, but is exclusive of Sales Tax on Services which shall be added by the Client over and above the offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable*
- 3) *Lowest value of “X” will determine the successful bidder, provided mandatory requirements are met and bidder has qualified technical evaluation successfully.*

Date _____

Place _____

Signature of authorized person

Name:

(Company Seal)

In the capacity of

Duly authorized by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

Annexure-I: Instructions for preparation of power of attorney

- a)** To be executed by an authorized representative of the bidder.
- b)** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c)** Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d)** In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure-J: Format of Power-of-Attorney

POWER OF ATTORNEY

(On a Legal / Revenue Stamp Paper of PAKISTAN / of the bidder's country in the relevant value OR on the bidder's letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC No.) who is presently engaged with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the Operation) in response to the tenders invited by the (name of the Client) including signing and submission of all documents and providing information/responses to (name of the Client) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Annexure-K : Undertaking

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Annexure-M: Tender Security Form

TENDER SECURITY FORM

WHEREAS [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has submitted Tender against Tender Name (hereinafter called "the Tender") to the [Name and Address of the Client] (hereinafter called "the Client") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Service Provider a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Client, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Client, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Client having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Service Provider withdraws the Tender during the period of the Tender validity specified by the Service Provider on the Tender Form; or
2. If the Service Provider does not accept the corrections of his Total Tender Price; or
3. If the Service Provider, having been notified of the acceptance of the Tender by the Client during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Client shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Client shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Date this _____ day of 2012.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Annexure-N: Performance Security

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

WHEREAS [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has agreed to supply the Services and render the Services against Tender Name (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Service Provider shall furnish Performance Security, within ten (10) working days of the receipt of the Acceptance Letter from the Client, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Client, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Service Provider a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Client, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Client, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Client having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Service Provider commits a default under the Contract;
2. If the Service Provider fails to fulfill any of the obligations under the Contract;
3. If the Service Provider violates any of the provisions of the Contract.

Provided that the Client shall specify the occurred condition(s) owing to which the said sum is due to him.

And further provided that any demand(s) / claim(s) from the Client shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this _____ day of 2012.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____