

# Tender Document

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## SECURITY SERVICES FOR METROBUS SYSTEM IN LAHORE

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**METRO BUS SYSTEM (MBS)  
PROJECT MANAGEMENT UNIT (PMU)  
THE TRANSPORT DEPARTMENT  
Government of the Punjab  
TRANSPORT HOUSE**

11-A Egerton Road, Lahore, Pakistan

Phone: (+ 92) (42) (99200514), Fax: (+92) (42) (99200475)

URL: [www.punjab.gov.pk](http://www.punjab.gov.pk)



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**Important Note:**

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

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. 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/revisions/supplement shall be entertained regarding the terms and conditions of the Bidding Document submitted by the bidder. **Applicability of Punjab Procurement Rules, 2009**

This Bidding Process will be governed under Punjab Procurement Rules, 2009, as amended from time to time and instructions of the Government of the Punjab (GoPb) received during the completion of the Operation

## **1. Invitation to Bid**

**Transport Department invites bids for the “SECURITY SERVICES FOR METROBUS IN LAHORE”**

### **1.1 PPRA Rules to be followed**

Punjab Procurement Rules 2009 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 2009.

### **1.2 Mode of Advertisement(s)**

As per Rule 12, 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 website of Government of Punjab, [www.punjab.gov.pk](http://www.punjab.gov.pk), from PPRA’s website [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk), and/or from the website of the Lahore Transport Company (LTC) <http://www.ltc.gop.pk> for information only.

### **1.3 Type of Open Competitive Bidding**

- i. As per Rule 36(b), Single Stage - Two Envelope Procedure shall be followed. The bidder has to submit technical as well as financial procedure.
- ii. 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.
- iii. During the technical evaluation no amendments in the technical proposal shall be permitted;
- iv. The Financial Proposal of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- v. The technically qualified bidder with lowest financial bid will be the successful bidder.
- vi. Transport Department will invite the successful bidder to enter into an Agreement for provision of Security Services in MetroBus System.

## 2. Bidding Details (Instruction to Bidders)

The bids must be accompanied by a Call Deposit Receipt / Demand Draft / Bank Draft of **PKR one (1) Million as bid security in favor of “Secretary Transport Department”** issued by a scheduled bank allowed carrying financial transactions in PAKISTAN. *Clause 19 gives details on Tender Security.*

The bids along with the Call Deposit Receipt / Demand Draft / Bank Draft, Tender Forms, Affidavits, etc., must be dropped in Tender Box placed at office of Additional Secretary office, Transport Department, Transport House, 11-A Egerton Road Lahore, Pakistan on or before 1500 hours on 4<sup>th</sup> September, 2012. The Technical bids will be publicly opened in the committee room of Transport Planning Unit (TPU), Transport Department, Transport House, 11-A Egerton Road Lahore, Pakistan, at 1600 hours on 4<sup>th</sup> September, 2012.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing at office of Additional Secretary office, Transport Department, Transport House, 11-A Egerton Road Lahore, Pakistan within five (5) working days from the date of first publication of the Tender document. Purchaser shall hold a pre-bid meeting on 28<sup>th</sup> August, 2012 in the committee room of Transport Planning Unit (TPU), Transport Department, Transport House, 11-A Egerton Road Lahore, Pakistan, at 1430 hours

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:** [secytransport@punjab.gov.pk](mailto:secytransport@punjab.gov.pk)  
**Transport Department**  
**Transport House**  
**11-A Egerton Road**  
**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.

Purchaser 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, the Purchaser reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.

### 3. Definitions

- 3.1 “MBS” Metro-Bus System (previously known as BRTS)
- 3.2 “MBS territory” is a group of stations, corridor, escalators, pedestrian bridges, stairways, all access points to and from adjacent roadways, elevators and any ancillary facilities in these areas
- 3.3 “AFC-BSS” Automated Fare Collection and Bus Scheduling System,
- 3.4 “PMA” is a Punjab MetroBus Authority, to be established by the Government of Punjab.
- 3.5 “PMU-MBS”; Project Management Unit of the Metro Bus System as established under Transport Department in Lahore. Upon establishment of PMA, all the obligations of MBS-PMU will transfer thereafter to PMA.
- 3.6 “Client/Purchaser/Procuring Agency” means Transport Department (GoPb) through Punjab Metro-Bus Authority (PMA) or MBS-PMU for Metro Bus System (MBS), or any other person/entity for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purpose of the contract.
- 3.7 “**Service Provider**” or “**Successful Bidder**”: The one technically qualified bidder with lowest financial bid, who has the probability of award of contract for Security Services in MetroBus System, subject to necessary approvals and applicable policies.
- 3.8 “Confirmation” means confirmation in writing.
- 3.9 “Bidder/Tenderer” 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 agency 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 agency 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 2009 published by the Punjab Procurement Regulatory Authority (PPRA), Government of Punjab.

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 agency 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

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 agency and the bidder, and expected results and deliverables of the assignment.

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

3.22 “GoPb” means Government of the Punjab

3.23 “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 Service Provider and the Purchaser, 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 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**

Transport Department, GoPb, invites/requests Proposals (hereinafter referred to as "the Tenders") for the Security Services in MetroBus System, as outlined in this document.

The Bus Service Provider's scope of work is as follows;

### 1. Complete Security Services with in MetroBus System /Territory

-Service level requirements for these services are outlined in relevant sections in this document.

## 7. Overview and Objectives

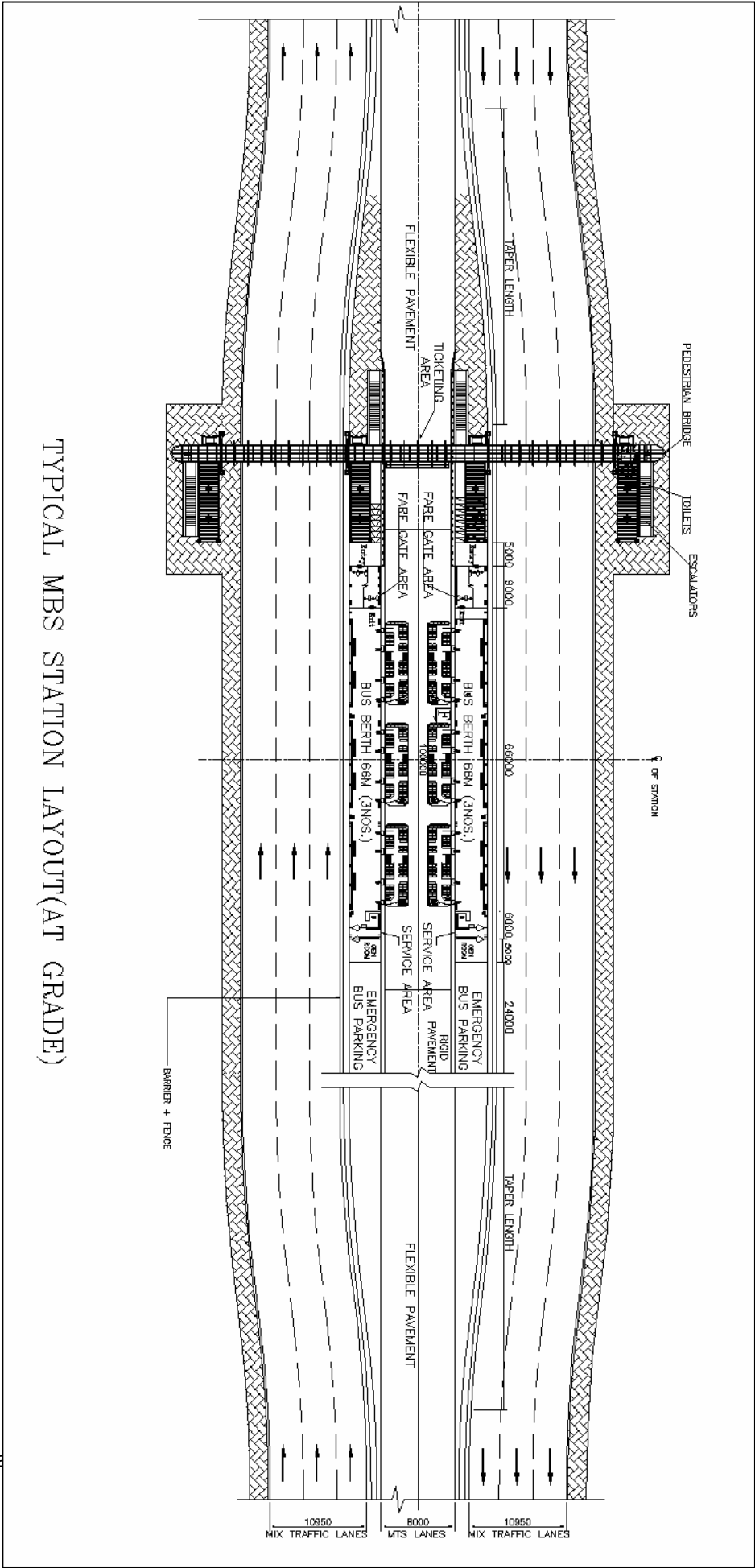
GoPb realizes the importance of providing safe, efficient, comfortable, and affordable Transport to the public and has therefore initiated construction of Metro-bus Corridor from Gajjumatta to Shahdara along Ferozpur Road. The MBS-PMU/PMBA seeks to hire services of professional and experienced Security Service provider for MBS system/Territory. .

MBS initially spans over approximately 27 KM running through the heart of Lahore along Ferozpur Road. Key locations throughout the city are targeted to maximize ridership from all surrounding areas. It consists of a two lane dedicated corridor in the middle of the road, fenced on the edges. The portion from Canal to Data Darbar will be elevated. Roughly 27 stations have been planned to be built throughout the entire route of MBS in the initial phase. The whole stretch of 27 stations spans from Gajju Matta to Shahdara in Lahore. The picture below highlights general station layout.



Each station is about 100 m in length consisting of two platforms each on the curb side. Each station will be provided with overpass, equipped with escalators for pedestrian access. The details are provided in the Station layout drawing

For Passenger control and facilitation, lot of expensive equipments will be installed for which security is essential, such as Turnstiles, Station PCs, PIS display screens, sound systems, surveillance cameras, point of sales machines for tickets, electric appliances etc. Any unauthorized person or vehicle will be strictly prohibited to enter into the MBS corridor. The prime objective of the security service provider will be to provide security for the MBS corridor with qualified and professional staff, and to meet or exceed PMA demands.



TYPICAL MBS STATION LAYOUT(AT GRADE)

## 8. Services required

- 8.1. The Service Provider shall 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. The Service Provider must 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.
- 8.3. The Service Provider shall abide by all the rules and regulations laid down by the Authority. The Service Provider shall perform but not limited to the following duties
  - 8.3.1. Control unauthorized access to MBS territory.
  - 8.3.2. Check entry and exit of the personnel, if required screen / inspect passengers and their baggage, conduct body check (with the metal detector) to identify and take away sharp instruments, flammable stuff. Perform suppression and removal of invaders, demonstrators and unauthorized entrants.
  - 8.3.3. Safeguard the property against theft, damage and misuse. Damage shall include setting up of banners, posters, advertisements, graffiti etc. without Authority's permission in the MBS territory
  - 8.3.4. In case of any theft/ trespassing/Unauthorized access (including passengers without ticket) or any other act that is under non-compliance of Authority's rules and regulations, the Service Provider may be delegated power to impose and collect fines as per Authority's Rules and Regulations from the offender or hold, retain and handover the offender to police as per case demand. The Service Provider will also help the Authority in lodging FIR with Police, if required.
  - 8.3.5. Recognize and respond to security threats or breaches.
  - 8.3.6. Recognize and respond (including passenger evacuation) to emergency situations and safety hazards such as fire, power outages, medical emergencies, accidents, short circuits.
  - 8.3.7. Maintain log of all security violations and report occurrences to the Authority as quickly as possible considering the nature of the violation;
  - 8.3.8. The Service Provider shall patrol the corridor from outside as required by this contract or as directed by the Authority to prevent trespassing, vandalism, sabotage, catch a vehicle, etc.
  - 8.3.9. Monitor and provide information about public events or other activities in the geographic area that may impact MBS Operations
  - 8.3.10. perform monitoring and reporting of breach/breakage in fencing
  - 8.3.11. Provide electronic evidence of Security Staff attendance at each station (Biometrics etc.)
- 8.4. Service Provider will supply all the staff necessary to complete the duties of this contract. The staff may include 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.

- 8.5. The Service Provider shall be responsible for furnishing all labor, uniforms, flashlights, batteries, cellular phones / communication devices, chargers, metal detectors and other related equipment
- 8.6. The Service Provider will be responsible for seeing that regular supervision is maintained over all working personnel by taking action on and responding to performance concerns. It is his responsibility to see that all their activities are properly coordinated with the MBS operations and modify assignments as required.
- 8.7. The Authority reserves the right to modify this coverage as deemed appropriate to meet its needs
- 8.8. The Service Provider is responsible for providing and maintaining any related transportation needs. The vehicles shall be adequate in number and in good working condition. Contractor shall be responsible for all maintenance / repair and replacement of such vehicles. It shall have the Authority logo prominently displayed at all times. The vehicles shall not enter the corridor without Authority's permission.
- 8.9. The Service Provider shall 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 passengers. 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.
- 8.10. The Service Provider will ensure proper License / permission, authorization, approval and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, in order to perform security services. The Service Provider shall 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.
- 8.11. An authorized representative of the Service Provider shall ensure his/her presence at short notice when required by the Authority.
- 8.12. The Service Provider shall 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.

- 8.13. The Service Provider shall 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 it's 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.
- 8.14. The Service Provider is 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
- 8.15. The Service Provider shall 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
- 8.16. The Service Provider shall be liable to the penalty for any loss incurred or suffered / any damage caused to movable or immovable property of the Authority, on account of delayed, deficient or inadequate Security Services, or interruption in the Security Services for reasons directly and solely attributable to the Service Provider.
- 8.17. The Security Services of the Service Provider shall be reviewed on regular basis or as decided by the Authority. The Service Provider shall 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.
- 8.18. The Service Provider shall 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.
- 8.19. The service provider shall provide detailed Execution plan, Methodology within 2 weeks of signing of contract.
- 8.20. The service provider personnel shall not enter MBS territory without valid entry cards issued by the Authority

#### **SECURITY PERSONNEL CAPABILITIES**

- 8.19. The Service Provider shall ensure hiring, training and administration of motivated and professional employees that meet or exceed the Authority's expectations.
- 8.20. All Service Provider's staff on duty shall wear uniform. The Service Provider shall provide seasonal uniforms and weather-appropriate protective clothing to his staff necessary to support 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
- 8.21. The Service Provider's staff appearance will be influential in creating 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.

- 8.22. The Service Provider shall ensure all guards are provided with the appropriate identification. The identification shall include display of valid security company ID, containing a picture of the officer, at all times while in the facility as part of their uniform requirements.
- 8.23. 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.
- 8.24. The age limit of security guard shall be from 18 to 55 years.
- 8.25. The Service Provider shall ensure that none of his personnel report in drunken state or consume drugs, prohibited substances, etc., while on duty.
- 8.26. Security personnel shall, at all times, be polite, courteous, respectful and responsive to passengers, Authority officers, other service providers etc.
- 8.27. No security personnel shall leave premises assigned, unless properly relieved by the next security personnel. The security posts/places shall not be left unmanned at any time during the period of the contract.
- 8.28. If the assigned officer does not report on time the Contractor is required to send a replacement officer immediately, without jeopardizing the security
- 8.29. During non operational hours, the Security Personnel will check all doors to ensure that they are locked, inspect all areas by turning on a minimum number of lights, check for open windows, running or dripping water
- 8.30. The Security Personnel shall 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.

## **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-P. Such fines shall be limited to 10 % (ten percent) of the annual contract value. If the cumulative amount of such fines exceeds 10 % of the annual contract value, then it shall be considered as event of default on part of the service provider

## **10. Tenderer/Bidder Eligibility Tender Scope**

An eligible Tenderer/Bidder is a Tenderer/Bidder who:

Signature and Stamp

- 10.1. Is capable of providing Security Services in MBS System/territory as outlined in the document
- 10.2. Services can only be supplied / sourced / routed from “origin” in “eligible” member countries.
- 10.3. “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
- 10.4. “Origin” shall be considered to be the place where the company / firm is incorporated
- 10.5. has a registered office in the respective country of origin
- 10.6. has registration with Punjab Home Department (applies to each member in case of joint venture).
- 10.7. has been registered for at least 5 years in country of origin, and has proven experience of operation of provision of Security Services
- 10.8. has the required relevant qualified personnel and enough financial and technical strength to fulfill the requirements.
- 10.9. Conforms to the clause of “Responsiveness of Bid” given herein this tender document.
- 10.10. Verifiable proof for all the above shall be required.
- 10.11. Local companies forming part of the joint venture must be registered under Companies Ordinance 1984.

## **11. Tender Cost**

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

## **12. Joint Venture**

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

- 12.1 The Tenderers may form a joint venture of maximum four Tenderers all of which must be registered with the Home Department. An Agreement Deed to that effect, legally executed and signed by all the partners shall be submitted with the Tender.
- 12.2 One partner will be designated the lead partner and would enter into legal contract with Purchaser 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.
- 12.3 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.
- 12.4 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 purchaser.
- 12.5 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.
- 12.6 Partners other than the lead would also be bound by the terms and conditions of the contract.

## **13. Examination of the Tender Document**

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



#### **14. Amendment of the Tender Document**

- 14.7 The Purchaser 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).
- 14.8 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers.
- 14.9 The Purchaser 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 Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **15. Preparation / Submission of Tender**

- 15.1 The Tenderer is not allowed to bid for partial procurement of services
- 15.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 15.3 The Tender shall be submitted accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, detailed design, operations and maintenance plan and detailed Operation plans with milestones etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be submitted.
- 15.4 Further required information for is listed below, as in continuation to other requirements listed in the document:
- 15.5 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.
- 15.6 The Technical Proposal shall contain the following, without quoting the price:
  - 15.6.1 Covering letter duly signed and stamped by authorized representative. (Annexure-O).
  - 15.6.2 Technical Proposal Submission Form (Annexure-A)
  - 15.6.3 Technical Evaluation (Annexure-C)
  - 15.6.4 Financial Capacity (Annexure-D)
  - 15.6.5 Company's Profile (Annexure-E)
  - 15.6.6 List of Clients (Annexure-F)
  - 15.6.7 Power of Attorney (Annexure-H)
  - 15.6.8 Undertaking (Annexure-I)
  - 15.6.9 Affidavit (Annexure-J)
  - 15.6.10 Bid Security / Tender Security Form (Annexure-K):
  - 15.6.11 Valid Registration Certificate for Income Tax, Sales Tax and / or other allied agencies / organizations / regulatory authorities (for local representative company and the same and the prevalent documents as applicable in the region/origin of operations of Principal enterprise)..
  - 15.6.12 Income Tax & Sales Tax Returns for the last three tax years
  - 15.6.13 Balance sheets for the last three years
  - 15.6.14 Details related to experience for provision of Security Services with all supporting

documents and documented proofs

15.6.15 Registration with Punjab Home Department

15.7 The Financial Proposal shall comprise the following:

15.7.1 Financial Proposal Submission Form (Annexure-M)

15.7.2 Price Table (Annexure-N)

15.8 The Tenderer shall follow the instructions laid down as under:

15.8.1 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Envelope No. 1A: Original Technical Proposal for  
Tender Name. [Security Services in MBS Corridor]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

15.8.2 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Envelope No. – 1B: Duplicate Technical Proposal for  
Tender Name. [Security Services in MBS Corridor]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

15.8.3 The Tenderer shall seal the Original Financial Proposal in an envelope duly marked as under:

Envelope No. 2A: Original Financial Proposal for  
Tender Name. [Security Services in MBS Corridor]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

- 15.8.4 The Tenderer shall seal the Duplicate Financial Tender in an envelope duly marked as under:

Envelope No. – 2B: Duplicate Financial Proposal for  
Tender Name. [Security Services in MBS Corridor]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

- 15.8.5 The Tenderer 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. [Security Services in MBS Corridor]

Strictly Confidential

Open on [Last Date of submission of the Tender]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

- 15.8.6 The Tenderer 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. [Security Services in MBS Corridor]

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

[Name of the Purchaser]  
[Address of the Purchaser]

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

- 15.9 As applicable, the Tenderer shall again seal Envelope Nos. (1+2)A, (1+2)B,; in a single envelope titled “SECURITY SERVICES FOR MBS SYSTEM IN LAHORE”
- 15.10 The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 15.11 The Tender shall be mailed through a registered courier to reach at the Purchaser’s office, or handed over personally before the closing date and time (last day of application)
- 15.12 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, Annexure, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the Tenderer. Noncompliance with the same will cause the rejection of bid at the time of opening.

## **16. Tender Price**

The quoted price shall be:

- 16.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 16.2 inclusive of all charges up to the delivery point at the Punjab Government’s facility for Security Services in MBS;
- 16.3 in Pak Rupees (PKR);
- 16.4 inclusive of all taxes, duties, levies, insurance, freight, etc.
- 16.5 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 16.6 The price hereby quoted by the Bidders would cover the whole scope of services for the contract period.

## **17. Tender Security**

- 17.1 The Tenderer shall furnish the tender Security as part of the financial bid envelope, failing which will cause rejection of bid; as under:
- 17.2 In the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in another form acceptable to the Purchaser;
- 17.3 A sum of PKR Five (5) lakh;
- 17.4 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.
- 17.5 The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:
  - 17.5.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
  - 17.5.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
  - 17.5.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
  - 17.5.4 If the tenderer fails to provide the performance security in stipulated timeframe or format.
- 17.6 The Tender security shall be returned to the technically unsuccessful Tenderer 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 Tenderer on furnishing the Performance Security.

## **18. 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 Purchaser may solicit the Tenderer'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 Tenderer agrees to the extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Tender security.

## **19. Modification / Withdrawal of the Tender**

- 19.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 19.2 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.

## **20. Opening of the Tender**

- 20.1 Tenders shall be opened, at the given place, time and date, in the presence of the Tenderer(s), if available, for which they shall ensure their presence without further invitation.
- 20.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall

- be announced and recorded.
- 20.3 No tenderer 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.

## **21. Clarification of the Tender by the Purchaser**

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(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 arithmetical errors discovered in the Tender. Acceptance of any such correction is solid discretion of the Purchaser

## **22. Determination of Responsiveness of the Bid (Tender)**

- 22.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 22.1.1 meets the eligibility criteria for the Tenderer for the Services;
  - 22.1.2 meets the delivery period / point for the Services;
  - 22.1.3 offers fixed price quotations for the Services in PKR
  - 22.1.4 is accompanied by the required Tender Security as part of financial bid envelope;
  - 22.1.5 is otherwise complete and generally in order;
  - 22.1.6 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 22.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 22.3 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 Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender; but subject to approvals of the Tender Evaluation Committee.

## **23. Correction of errors / Amendment of Tender**

- 23.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 23.2 If there is a discrepancy between the amount in figures and amount in words for the Total Tender Price entered in the Tender Form; the amount in words, shall govern.
- 23.3 The Tenderer 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.

## **24. Rejection / Acceptance of the Tender**

- 24.1 The Purchaser shall have the right, at his exclusive discretion, to accept a Tender, reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of formal Contract, without assigning any reason or any obligation to inform the Tenderer of the

grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.

24.2 The Tender shall be rejected if:

- 24.2.1 It is substantially non-responsive; or
- 24.2.2 It is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 24.2.3 It is incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
- 24.2.4 It is subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.2.5 The Tenderer submits more than one Tenders; or
- 24.2.6 The Tenderer fails to meet the minimum mandatory score of 50% against each criterion in the Technical Evaluation Criteria (Annexure-B); or
- 24.2.7 The Tenderer fails to meet the minimum passing score of 70% in the Technical Evaluation Criteria (Annexure-B); or
- 24.2.8 The Tenderer refuses to accept the corrected Total Tender Price; or
- 24.2.9 The Tenderer has conflict of interest with the Purchaser; or
- 24.2.10 The Tenderer tries to influence the Tender evaluation / Contract award; or
- 24.2.11 The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.
- 24.2.12 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.
- 24.2.13 The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

## **25. Acceptance Letter (Letter of Intent)**

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

## **26. Performance Security**

26.1 The successful Tenderer shall furnish Performance Security as under:

- 26.1.1 within ten (10) working days of the receipt of the Acceptance Letter from the Purchaser;
- 26.1.2 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 Purchaser;
- 26.1.3 denominated in Pak Rupees;
- 26.1.4 Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.
- 26.1.5 The successful tenderer shall submit a Bank Guarantee of 10% of the annual contract value (Quoted monthly charges x 12 months)
- 26.1.6 The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
  - 26.1.6.1 If the Service Provider commits a default under the Contract;

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

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

26.2 The Performance Security shall be returned to the Tenderer after 90 working days after provision of security services

## **27. Redressing of Grievances by the Purchaser**

27.1 The Purchaser 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.

27.2 Any bidder feeling aggrieved by any act of the Purchaser 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.

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

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

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

## **28. First right of Refusal**

Upon completion of the contract period, the MBS-PMU/PMA shall re-advertise the RFP for procurement of Security Services. In the said process of procurement, subject to satisfactory performance, the service provider will have first right of refusal to match the lowest bid received



**TERMS & CONDITIONS OF THE CONTRACT  
CONTRACT FOR PROCUREMENT, OPERATIONS AND MAINTENANCE OF BUSES, WILL  
BE SIGNED OFF BETWEEN TRANSPORT DEPARTMENT (OR AN AUTHORITY  
NOMINATED BY TRANSPORT DEPARTMENT), GOVERNMENT OF THE PUNJAB, AND  
THE SERVICE PROVIDER**

**Contract for**

**SECURITY SERVICES FOR METROBUS  
SYSTEM IN LAHORE**

between

**[Purchaser]**

and

**[Service Provider]**

Dated:

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## I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year],

BETWEEN

Governor of the Punjab acting through the Secretary, Transport Department (MetroBus System-Project Management Unit/Punjab Metro Bus Authority), Government of the Punjab on the one part(**hereinafter called the** “Purchaser” which expression shall include its successors, legal representatives and permitted assigns)

AND

[full legal name of Service Provider], on the other part (hereinafter called the “Service Provider” which expression shall include the successors, legal representatives and permitted assigns) severally liable to the Purchaser for all of the Service Provider’s obligations under this Contract and is deemed to be included in any reference to the term “Service Provider.”

### RECITALS

WHEREAS,

- (a) The GoPb through the Purchaser 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 Services as described in the contract.
- (b) The Purchaser has requested the Service Provider to provide certain services as described in Tender Document; and
- (c) The Service Provider, having represented to the Purchaser that it has the required professional skills, and personnel and technical 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:

1. The Service Provider hereby covenants with the Purchaser to provide the security services, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Service Provider.

2. The Purchaser 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.
3. The following shall be deemed to form and be read and construct as part of this Contract:
  - a. The Tender Document
  - b. Bidder's Proposal
  - c. Terms and Conditions of the Contract
  - d. Special Stipulations
  - e. The Technical Specifications
  - f. Tender Form
  - g. Price Schedule
  - h. Affidavit(s)
  - i. Authorized Dealership / Agency Certificate
  - j. Performance Security
  - k. Service Level Agreement (SLA) , if required
  - l. Non-Disclosure Agreement (NDA), if required
  - m. Any Standard Clause acceptable for Purchaser
4. 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:**

Contractual obligations Roles and Responsibilities of MBA, Service Provider and Intermediate procurer as explained above in the document

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 **[full legal name of the Purchaser]:**

For **[full legal name of the Service Provider]:**

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

**WITNESSES**

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

## II General Conditions of Contract

### **29. Contract**

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

### **30. Contract Documents and Information**

The Service Provider shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specification(s), drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser 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.

### **31. Contract Language**

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

### **32. Patent Rights and Rights to the Contents of the Program**

The Service Provider shall indemnify and hold the Purchaser 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 Purchaser will hold the exclusive rights to the contents of this program.

### **33. 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 Purchaser.

### **34. Execution Schedule**

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

### **35. Payment**

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

- 34.1 The Service Provider shall submit an Application for Payment (Invoice), in the prescribed form, to the Client. The Application for Payment shall: be accompanied by such invoices,

receipts or other documentary evidence 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.

- 34.2 The Purchaser shall issue a Certificate of Payment, in the prescribed form, with a copy to the Service Provider, verifying the amount due, within seven days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) 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.
- 34.3 The Purchaser shall pay the amount verified in the Certificate of Payment within twenty one (21) days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment for the Services provided, to the Service Provider, as per GoPb policy, in Pak Rupees, through treasury cheque.
- 34.4 Payments shall be made against successful delivery of services as per Security plan and Services provided

### **36. Price**

The Service Provider shall not charge prices for the equipment and services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Service Provider in the Price Schedule or not agreed by the Purchaser as per this Contract

### **37. Contract Amendment**

- 36.1 The Purchaser may, at any time, by written notice served on the Service Provider, 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.
- 36.2 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 Purchaser.
- 36.3 The Service Provider shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Service Provider.
- 36.4 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.
- 36.5 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Service Provider.

### **38. Assignment / Subcontract**

- 37.1 The Services will not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 37.2 The Service Provider shall guarantee that any and all assignees / subcontractors 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.

### **39. 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 Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser 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 with a copy to the Client, extend the Service Provider's

time for performance of its obligations under the Contract.

**40. Liquidated Damages (LD)**

If the Service Provider fails / delays in performance of start of Service liquidated damages @ 0.25 % of monthly charges per day shall apply.

However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security.

**41. 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 Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Service Provider.

Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

**42. Termination for Default**

41.1 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, or engages in any illegal activities, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served to the Service Provider, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Service Provider; provided that the termination of the Contract shall be resorted to only if the Service Provider does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

41.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser 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 Purchaser for any excess costs for such similar Services / Works. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

**43. Termination for Insolvency**

If the lead partner becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of 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, without any compensation to the Service Provider.

**44. Termination for Convenience**

43.3 The Purchaser may, at any time, by written notice served on the Service Provider, terminate the Contract, in whole or in part.

43.4 The Services which are complete or to be completed by the Service Provider, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining services, the Purchaser may elect:



- 43.4.1 to have any portion thereof completed and delivered; and
- 43.4.2 to cancel the remainder and pay the Service Provider by:
  - 43.4.2.1 Purchasing all equipment provisioned till date by the Service Provider (taking into consideration depreciated values)
  - 43.4.2.2 Paying a reasonable allowance for overheads, not exceeding 10% of value of utilized equipment/vehicle

#### **45. Force Majeure**

- 44.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the purchaser 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 purchaser keeping in view all the circumstances and requirements of the Purchaser.
- 44.2 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.
- 44.3 If a Force Majeure situation arises, the Service Provider shall, by written notice served on the Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

#### **46. Dispute Resolution**

- 45.1 The Purchaser 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.
- 45.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser 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 one or more 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.

#### **47. Statutes and Regulations**

- 46.1 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 Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.
- 46.2 The Courts at Lahore 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.

#### **47 Taxes and Duties**

The Service Provider shall be entirely responsible for all applicable taxes, duties and other such

levies imposed by the concerned local provincial and federal authorities in Pakistan.

#### **48 Contract Cost**

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

#### **49 Authorized Representative**

The Purchaser, 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.

- 49.1 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, or the Service Provider.
- 49.2 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 49.3 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.
- 49.4 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.
- 49.5 If the Service Provider questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Service Provider may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

#### **50 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.

#### **51 Special Stipulations**

<b>SCHEDULE-A, SPECIAL STIPULATIONS</b>	
<b>For ease of Reference, certain special stipulations are as under:</b>	
<b>Tender Security</b>	The Service Provider shall furnish the Tender Security as under: for the whole Tender;  The Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in another form acceptable to the Purchaser; for a sum of Rs 5 lakh; denominated in Pak Rupees;

	Have a minimum validity period of one hundred and eighty days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later
<b>Performance Security</b>	<p>The successful Bidder shall furnish Performance Security as under:</p> <p>within ten (10) working days of the receipt of the Acceptance Letter from the Purchaser;</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 Purchaser;</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 successful Tenderer shall submit a Bank Guarantee for 10% of the annual contract value. The Performance Security shall be returned to the Tenderer after 90 working days after provision of security services</p>
<b>Signing of Contract</b>	The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within ten working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.
<b>Start date for operation of Security Services</b>	To provide the services on said date and time, as specified by the Authority
<b>Contract Period</b>	The contract will be for 3 years
<b>Liquidated damages for failure / configuration of Services by the Service Provider</b>	<p>If and when applicable, liquidated damages (LD) shall be levied for delay start date of services @ 0.25 % of the annual contract value ( Monthly quoted price x 12)</p> <p>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)</p>
<b>Legal Status to Work in Pakistan</b>	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.

**Annexure-A : Technical Proposal Submission Form**

**Technical Proposal Submission Form**

[Location, Date]

To           (Name and address of Client / Purchaser)          

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 provider Security Services in MetroBus System.

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-B: Technical Evaluation Criteria

The bidder must have valid registration with Home Department. Those bidders not registered with Home Department or without valid license shall be considered technically non-qualified. It is mandatory to score minimum 10 marks in category A, 9 marks in category B & 10 Marks in category C and minimum total of 70 marks.

A. Quality	Percentage of Verified Guards	10	(No. of Verified Guards / Total Guards) x 10
	Percentage of Trained Guards	10	(No. of Trained Guards / Total Guards) x 10
	No. of weapon licenses	6	(No. of weapon Licenses / No. of Verified Guards) x 6
	Percentage of Army men in total guards	6	(No. of Army men as guards (verified) / No. of Total verified Guards) x 6
	Salary of security guard	4	7000 to < 9000      2 Points 9000 and more      4 Points
<b>Subtotal A</b>		<b>36</b>	
B. Financial Capability	Tax Payer since (Years)	6	Up to 5 years      2 Points >5 to 7 Years      3 Points >7 to 10 Years      6 Points
	Equity	12	5 to 10 Million      6 Points More than 10 Million      12 Points
	Annual Turnover	12	Maximum value will get maximum marks. Point assessment for other proposals = (B/N) x Maximum Points B = Bidder's value for Annual Turnover N = Maximum value quoted by a bidder
<b>Subtotal B</b>		<b>30</b>	
C. Reputation	No. of Years of Service in Punjab	10	One point will be awarded for each year experience The service provider must have a minimum of 5 years' experience
	Years since registered with APSAA	4	less than 5 yrs      2 Points >5-10 yrs      3 Points More than 10 yrs      4 Points
	No. of Clients in Punjab	8	Less than 12      3 Points 13 to 20      5 Points 21 to 40      7 points More than 40      8 Points
	Percentage of Banks as Client	8	(No. of bank clients / No. of Total Clients) x 8

	Location of Head Office	4	Punjab Sindh KPK Balochistan	4 Points 3 points 2 Points 1 Points
	Subtotal C	34		
	<b>TOTAL</b>	<b>100</b>		

### **Annexure-C: Technical Evaluation**

References and supporting documentation required as evidence for each:

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	Total Number of Clients	
8	No of Bank Clients	
9	No. of Clients in Punjab	
10	No. of Years of Service in Punjab	
11	No of years of Registration with APSAA	
12	Tax Payer since (Years)	
13	Location of Head Office	

**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 Purchaser 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
------	-------------------	---

\_\_\_\_\_  
Authorized Signatures with Official Seal

Signature and Stamp



## **Annexure-E: Company Profile**

The bidder shall provide the following in not more than 3 pages

- Brief introduction of the company and organizational background
- Brief details of Total number of staff
- Major clientele
- Experience in relevant assignments

## **Annexure-F: List of Clients**

The bidder shall provide the following

- List of total number of clients
- At least three (3) client references

**Annexure-G: 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-H: Format of 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 Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) 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-I: 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-J: AFFIDAVIT**

**Integrity Pact**

We \_(Name of the bidder / supplier)\_ being the first duly sworn on oath submit, that Mr. / Ms. \_\_\_\_\_ (if participating through agent / representative) is the agent / representative duly authorized by \_(Name of the bidder company)\_ hereinafter called the Service Provider to submit the attached bid to the \_(Name of the Purchaser)\_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the \_(Name of the Purchaser)\_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining Operations implementations, reporting violation of the contract specification or other forms of non-compliance.

\_\_\_\_\_  
Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

**Annexure-K : 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 Purchaser] (hereinafter called "the Purchaser") 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 Operator a Guarantee;

**THEREFORE** the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Purchaser, 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 Purchaser 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 Operator withdraws the Tender during the period of the Tender validity specified by the Operator on the Tender Form; or
2. If the Operator does not accept the corrections of his Total Tender Price; or
3. If the Operator, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser 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 Purchaser 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 \_\_\_\_\_

Signature and Stamp

**Annexure-L :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 working days of the receipt of the Acceptance Letter from the Purchaser, 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 Purchaser, 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 Purchaser, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Purchaser, 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 Purchaser 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 Purchaser 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 Purchaser 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 and Stamp



Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

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

[Location, Date]

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

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 for is for the sum of PKR Rs (insert amount in words and figures per month) This amount is inclusive of all applicable taxes.

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.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Service Provider 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-N : Price Table

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

Sr No	Item	Price per Month in PKR
1	Provision of Security Services in MetroBus System/Territory inclusive of all taxes, costs either direct or indirect, equipment, vehicles, salaries, supervision, overhead, etc	X

### **Important note:**

**No advance payments will be made. Contract Payment will be made on monthly basis**

## Annexure-O : Format for Covering Letter

To  
(Name and address of Purchaser)

**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 Services) 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 Purchaser)\_, 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-qualification criteria indicated on your tender document. The details are as under:

\_\_\_\_\_  
Authorized Signatures with Official Seal

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

Rate per Service Hour (RPSH) = (Bid Value x 12) / [(G1 +G2+G3) x 8 x 365]

G1 = No of Security Staff in Morning shift

G2 = No of Security Staff in Evening shift

G3 = No of Security Staff in night shift

Description of Infraction	Fine for each occurrence(PKR)
Security Staff coming on duty not on time for every shift / Absent from the post during duty hours	Up to 15 minutes            1 x RPSH 16 to 30 minutes            2 x RPSH 31 to 60 minutes            4 x RPSH 61 to 120 minutes.        10 x RPSH more than 120 minutes    30 x RPSH
After Shift Leaving duty without giving charge to the next guard	1 x RPSH
Security staff found sleeping /dozing/in drunken state/doing personal work during duty hours.	2 x RPSH
Guard untidy, without proper uniform and identification	5 x RPSH
Security Staff allowing passengers to access station without ticket	100 x RPSH
For delay in reporting outward 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: within MBS territory	20 to 30 minutes delay    4 x RPSH > 30 to 60 minutes delay   6 x RPSH > 60 minutes delay        100 x RPSH
Falsification of Facts and Information or breach of confidentiality of information/documents	100 x RPSH
Any act/instance which is non-conforming to Authority's Rules/Regulations/defined scope of work, not covered above.	10 x RPSH. May be increased depending on the sensitivity of act/instance