

PRC/PROC./SECURITY/03/2023



BIDDING DOCUMENTS

For

**HIRING THE SECURITY FIRM/COMPANY
FOR PROVIDING SECURITY SERVICES AT
PRCL**

(Single Stage - Two Envelope)

February, 2023

Pakistan Reinsurance Company Limited, 32-A, Lalazar Drive, M.T.Khan Road, Karachi

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PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

**MINISTRY OF COMMERCE, GOVERNMENT OF PAKISTAN
PAKISTAN REINSURANCE COMPANY LIMITED (PRCL)**

TENDER NOTICE

(Tender # PRC/PROC/SECURITY/03/2023)

**HIRING OF SECURITY FIRM/COMPANY FOR PROVIDING SECURITY
SERVICES AT PRCL**

1. This Invitation to Bids follows the Procurement Advertisement for the subject project uploaded on PRCL and PPRA websites dated January 29th, 2024.
2. Pakistan Reinsurance Company Limited (PRCL) invites sealed bids from renowned security service providers duly registered with Ministry of Interior/ Home Department for the provision of security services, including placement of armed/ un-armed guards and other security services at the PRCL premises.
3. The bidding shall be conducted in line with the single stage two envelope {36(b)} procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
4. All bids must be accompanied by only one of these:
 - (a) A Bid Security in an acceptable form in the amount of Rs. 500,000/- **OR**
 - (b) Bid securing declaration in the format provided in the Bidding Documents can be used alternatively.
5. Interested bidders may obtain bidding documents free of cost from Procurement Department, 12th floor, PRC Towers, 32-A, Lalazar Drive, M. T. Khan Road, Karachi by visiting PRCL during office hours or through specified website address: <https://pakre.org.pk/ms/media-pages/tender-notices>
6. The original bids, properly enclosed in sealed envelope must reach at the office of the undersigned at aforementioned address on or before 11:00am on February 16th, 2024. The technical bids will be opened on the same day at 11:30am.
7. The PRCL reserves the right to accept/reject any or all bids within the purview of PPRA Rules.

Sd/-

(MUHAMMAD ASIF GHAFOOR)

Dy. General Manager (Procurement)

Pakistan Reinsurance Company Limited, HOK

Ph#021-99210152

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SECTION II – INSTRUCTION TO BIDDERS

Introduction

1. Scope of Bid	1.1	The Pakistan Reinsurance Company Limited (PRCL), invites Bids for the provision of Goods/services as specified in the BDS. The successful Bidders will be expected to deliver the goods/services within the specified period and timeline(s) as stated in the BDS .
2. Sources of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
3. Eligible Bidders	3.1	A Bidder public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint Venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the Execution of contract may be natural person, company or firm or public.
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the PRCL.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the PRCL and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective supplier/firm, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.

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	3.6	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose, the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the PRCL along with their bid, however, the final award will be subject to the complete registration process.
	3.7	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PRCL to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or receive or have received any direct or indirect subsidy from any of them; or c) have the same legal representative for purposes of this Bid; or influence on the Bid of another Bidder, or influence the decisions of the PRCL regarding this Bidding process; or d) Submits more than one Bid in this Bidding process.
	3.8	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> a) he is declared bankrupt or, in the case of company or firm, insolvent; b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

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		<p>e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>f) The firm, supplier or contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	Bidders shall provide to the PRCL, the evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the PRCL, as the company shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modes of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid Price is envisaged.

Bidding Documents

4. Eligible Services	4.1	All services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the PRCL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
7. Contents of Bidding Documents	7.1	The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:

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		<p>Section I -Invitation to Bids</p> <p>Section II Instructions to Bidders (ITBs)</p> <p>Section III Bid Data Sheet (BDS)</p> <p>Section IV Eligible Countries</p> <p>Section V Technical Specifications, Schedule of Requirements</p> <p>Section VI Forms – Bid</p> <p>Section VII General Conditions of Contract (GCC)</p> <p>Section VIII Special Conditions of Contract (SCC)</p> <p>Section IX Contract Forms</p>
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS.
	7.3	The PRCL is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, PRCL shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder’s risk and may result in the rejection of Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the PRCL in writing or in electronic form that provides record of the content of communication at the Company’s address indicated in the BDS.
	8.2	The PRCL will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids. However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the PRCL's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of company, the response of all such queries will also be available on the same link available at the website.
	8.4	Should the PRCL deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9 .

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	8.5	If indicated in the BDS, the Bidder’s designated representative is invited at the Bidder’s cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective bidders who have obtained the bidding documents. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the PRCL exclusively through the use of an addendum pursuant to ITB 9. Non- attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder in any case.
<p>9. Amendment of Bidding Documents</p>	9.1	Before the deadline for submission of Bids, the PRCL for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.
	9.2	<p>Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the company. The Company shall promptly publish the addendum at the PRCL’s web page identified in the BDS:</p> <p>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</p>
	9.2	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Company may, at its discretion, extend the deadline for the submission of Bids. Provided that the Company shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

Preparation of Bids

10. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the company shall be written in the English language unless specified in the BDS . Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15 ; b) Details of the Sample(s) where applicable and requested in the BDS . c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13 that the Bidder has been authorized by the manufacturer to deliver the goods/render service into Pakistan, where required e) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents; f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18 ; g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and h) Any other document required in the BDS .
	11.2	Where a sample(s) is required by the company, the sample shall be: a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS ; b) carriage paid;

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		<p>c) received on, or before, the closing time and date for the submission of bids; and</p> <p>d) evaluated to determine compliance with all characteristics listed in the BDS.</p>
	11.3	<p>The Company shall retain the sample(s) of the successful Bidder. PRCL shall reject the Bid if the sample(s)-</p> <p>a) do(es) not conform to all characteristics prescribed in the bidding documents; and</p> <p>b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet</p>
	11.4	<p>Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.</p>
	11.5	<p>Samples made up from materials supplied by the company shall not be returned to a Bidder nor shall a company be liable for the cost of making them.</p>
	11.6	<p>All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Company till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).</p>
<p>12. Documents Establishing Eligibility of Services and Conformity to Bidding Documents</p>	12.1	<p>Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility inconformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.</p>
	12.2	<p>The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule of the country of origin of the services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p>
	12.3	<p>The documentary evidence of conformity of the services to the Bidding Documents may be in the form of literature, and data, and shall consist of:</p> <p>a) a detailed description of the essential technical specifications and performance characteristics of the Goods and related services</p> <p>b) Any other procurement specific documentation requirement as stated in the BDS.</p>
	12.4	<p>The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods or services etc., necessary for the proper and continuing</p>

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		execution of the services during the period specified in the BDS following commencement of the use of the goods by the PRCL.
	12.5	For purposes of the commentary to be furnished pursuant to ITB 12.3 above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the PRCL in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the PRCL’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder’s eligibility to Bid shall establish to the satisfaction of the company that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as “Eligible Countries”.
	13.3	The documentary evidence of the Bidder’s qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of company that: a) The Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS . b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price, Schedules shall conform to the requirements or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and

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		priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ul style="list-style-type: none"> a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the company may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the services it proposes to deliver under the contract.
	15.6	<p>Prices proposed on the Price Schedule for services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the company. This, shall not in any way limit the company's right to contract on any of the terms and conditions offered:</p> <p>The price of the services, including all customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the subject services, if the contract is awarded to the Bidder.</p>
	15.7	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
16. Bid Currencies	16.1	a) the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS or any other freely convertible currency (into PKR).

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	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the company to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and are reasonable and responsive to ITB 16.1 .
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the company. A Bid valid for a shorter period shall be rejected by the PRCL as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the company may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 18 in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction
18. Bid Security or Bid Securing Declaration	18.1	Pursuant to ITB 11 , unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the

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		company and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms) .
	18.2	The Bid Security or Bid Securing Declaration is required to protect the company against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9 .
	18.3	The Bid Security shall be in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the company and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified Cheque; or c) another security if indicated in the BDS .
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Bid Forms) or another form approved by the Company prior to the Bid Submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Company in case any of the conditions listed in ITB 18.9 are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the company as non-responsive, pursuant to ITB 28 .
	18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the pursuant to ITB 17 .
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41 , or furnishing the performance security (or guarantee), pursuant to ITB 42 .
	18.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: if a Bidder: i. withdraws its Bid during the period of Bid Validity as

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		<p>specified by the company, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or</p> <p>ii. does not accept the correction of errors pursuant to ITB 31; or</p> <p>b) in the case of a successful Bidder, if the Bidder fails:</p> <p>i. To sign the contract in accordance with ITB 42; or</p> <p>ii. To furnish performance security (or guarantee) in accordance with ITB 43.</p>
19. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder’s technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS . If so allowed, ITB 19.2 shall prevail.
	19.2	When alternative schedule for delivery of goods or services is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for delivery of services.
	19.3	If so allowed in the BDS , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the company, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the company.
20. Withdrawal, Substitution and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS , clearly marking each “ORIGINAL” and “COPY,” as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope

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		Procedure, the Bid shall include only the copies of technical Proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

Submission of Bids

22. Sealing and Marking of Bids	22.1	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
	22.2	The inner and outer envelopes shall be addressed to the PRCL at the address given in the BDS; and bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the BDS, pursuant to ITB 23.1.
	22.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. ORIGINAL Bid shall be separately sealed and put in separate envelopes and marked as such. The envelopes containing the ORIGINAL will be put in one sealed envelope and addressed / identified as given in Sub-Clause 21.2.
	22.4	The inner and outer envelopes shall:

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		<p>be addressed to the company at the address provided in the Bidding Data;</p> <p>bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.</p> <p>In addition to the identification hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”</p>
		<p>If all envelopes are not sealed and marked as required by ITB 22.2, ITB 22.3 and ITB 22.4 or incorrectly marked, the company will assume no responsibility for the misplacement or premature opening of Bid.</p>
23. Deadline for Submission of Bids	23.1	Bids shall be received by the company no later than the date and time specified in the BDS.
	23.2	The PRCL may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in which case all rights and obligations of the company and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. Late Bids	24.1	The PRCL shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids
	24.2	Any Bid received by the Company after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. Withdrawal of Bids	25.1	A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Procuring Agency prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions

Opening & Evaluation of Bids

26. Opening of Bids	26.1	The PRCL will open all Bids, in public, in the presence of Bidders’ or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS.
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		The Bidders' representatives present shall sign a register/sheet as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Originals well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the company may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, the PRCL will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the company until the specified time of their opening.

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	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the company may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the company against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder,
	26.11	The PRCL shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the company, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders' subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, Clarification,

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		evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the company processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the company on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the company may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the company shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.
	28.3	The alteration or modification in the bid which in any case affects the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the company on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the company in the Bidding

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	<p>Documents;</p> <p>c) has been properly signed;</p> <p>d) is accompanied by the required securities; and</p> <p>e) is substantially responsive to the requirements of the Bidding Documents.</p> <p>The PRCL's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
29.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <p>a) affects in any substantial way the scope, quality, or performance of the Services;</p> <p>b) limits in any substantial way, inconsistent with the Bidding Documents, the company's rights or the Bidders obligations under the Contract; or</p> <p>c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</p>
29.3	<p>The company will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.</p>
29.4	<p>The PRCL may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p>
29.5	<p>Provided that a Technical Bid is substantially responsive, the company may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
29.6	<p>Provided that a Technical Bid is substantially responsive, the company shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.</p>

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	29.7	If a Bid is not substantially responsive, it will be rejected by the company and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	The company shall examine the Bid to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.
	30.2	The company shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22 , to confirm that all requirements specified in the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the company determines that the Bid is not substantially responsive in accordance with ITB 29 , it shall reject the Bid.
31. Correction of Errors	31.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the company there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	The amount stated in the Bid will, be adjusted by the company in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If

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		the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 18.9 .
32. Conversion to Single Currency 33. Evaluation of Bids	32.1	To facilitate evaluation and comparison, the company will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS .
	33.1	The company shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29 .
	33.2	In evaluating the Technical Proposal of each Bid, the company shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or Methodologies shall be permitted.
	33.3	The Company's evaluation of a Bid will consider prices quoted by the bidder for requisite items. The bidder quoting lowest price for required services will be awarded the contract. The bid price should include Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder.
34. Domestic Preference	34.1	If the BDS so specifies, the company will grant a margin of preference to certain services in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
35. Determination of Most Advantageous Bid	35.1	In case where the company adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
36. Post-Qualification of Bidder and/or Abnormality low	36.1	After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of

<p>Financial Proposal</p>		<p>determining the Most Advantageous Bid, the company shall carry out the post-qualification of the Bidder using only the requirements specified in the BDS.</p> <p>In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</p>
	<p>36.2</p>	<p>Where the Bid price is considered to be abnormally low, the PRCL will perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ul style="list-style-type: none"> a) The company may reject a Bid if the company has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract. b) Before rejecting an abnormally low Bid the company shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low; c) The decision of the company to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned; d) The Company shall not incur any liability solely by rejecting abnormally Bid; and e) An abnormally low Bid means, in the light of the Company’s estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit. <p>In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> i. Comparing the bid price with the cost estimate; ii. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

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		iii. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	36.3	The Company will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	36.4	The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the company deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders’ qualifications.
	36.5	The Company may seek “Certificate for Independent Price Determination” from the Bidder and the results of reference checks may be used in determining award of contract.
	36.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder’s Bid, in which event the company will proceed to the next ranked bidder to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

Award of Contract

37. Criteria of Award	37.1	Subject to ITB 36 and 38, the Company will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
38. Negotiations	38.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: <ul style="list-style-type: none"> a) a minor alteration to the technical details of the statement of requirements; b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents c) a minor amendment to the special conditions of Contract;

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		<p>d) finalizing payment arrangements;</p> <p>e) delivery arrangements;</p> <p>f) the methodology for provision of related services; or</p> <p>g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</p>
	38.2	Where negotiation fails to result into an agreement, the company may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the company shall not reopen earlier negotiations.
39. Procuring Agency's Right to reject all Bids	39.1	Notwithstanding ITB 37 , the company reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the company the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Company shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds
40. Procuring Agency's right to vary quantities at the time of Award	40.1	The PRCL reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the company shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Company prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Company will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42 .
	41.4	Upon the successful Bidder's furnishing of the performance

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		security (or guarantee) pursuant to ITB 43, the company will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to ITB 18.7 .
42. Signing of Contract	42.1	Promptly after notification of award, the company shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the PRCL will sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the company a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	<p>If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> a) certified Cheque, cashier's or manager's Cheque, or bank draft; b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or d) Surety bond callable upon demand issued by any reputable surety or insurance company. <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan. Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.</p>
44. Advance Payment	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB

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		44.2.
	44.2	The Company will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods/ rendering services.
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both the parties as per the provisions specified in the SCC.
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

Grievance Redressal & Complaint Review Mechanism

47. Constitution of Grievance Redressal	47.1	PRCL shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of members with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the company after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any

		objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the company not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	48.8	The committee shall call the record from the concerned company or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

Mechanism of Blacklisting

49. Mechanism of Blacklisting	49.1	The PRCL shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; Fails to perform his contractual obligations; and Fails to abide by the id securing declaration;
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Company proposes to debar the bidder or contractor from participating in any public procurement of the PRCL; and (c) the statement, if needed, about the intention of the Company to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	49.3	The company shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.

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	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the company may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the company shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of the show cause notice, the company may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	49.6	The PRCL shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Company for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
	49.7	The Company shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The PRCL shall communicate to the bidder or contractor the order of debaring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the company to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the company.
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition.
	49.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all

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		Statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III – BID DATA SHEET

Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
Introduction		
1.	1.1	Name of Procuring Agency: <i>“Pakistan Reinsurance Company, Limited, Karachi”</i> Procurement for: <i>“Hiring of Security Firm/Company to provide Security Services at PRCL”</i> Expected duration of this Contract: One Year, extendable for additional two years
2.	2.1 & 2.2	Financial year: 2024 Name and summary description of the Project: <i>“Hiring of Security Firm/Company to provide Security Services at PRCL”</i> Name of financing institution: Self (PRCL) Name and identification number of the Contract: PRC/PROC./SECURITY/03/2023
4.	3.1	Maximum number of members in the joint venture, consortium or association shall be: <i>None</i>
5.	4.1	Ineligible country(s) are: <i>India and Israel</i>
6.	4.6	Demonstration of authorization by manufacturer: <i>Not Required</i>
Bidding Documents		
7.	7.2	The number of documents to be completed and returned is one original only.
8.	8.1	The address for clarification of Bidding Documents is: <i>Procurement Specialist, 12th Floor, Administration Department, PRC Towers, Lalazar Drive, M.T Khan Road, Karachi.</i>
	8.5	Pre-bid meeting: <i>N/A</i>
Preparation of Bid		
9.	10.1	Language: <i>English</i>
10.	11.1 (b)	Detail of sample(s) to be submitted with the Bid are: <i>Not Applicable</i>
11.	11.2 (b)	Characteristics: <i>N/A</i>
12.	11.1 (h)	In addition to the documents stated in ITB 11 , the following documents must be included with the Bid: <i>N/A</i>
13.	12.3 (c)	Other procurement specific documentation requirements are: <i>as per specifications</i>
14.	12.4	Spare parts required for years of operation: <i>N/A</i>

Section III – Bid Data Sheet

15.	13.3 (b)	The qualification criteria required from Bidders is modified as follows: N/A
16.	15.7 (a) (iii), (iv) (optional)	For services from within Pakistan, the price quoted shall be <i>inclusive of all cost/expenses with applicable taxes</i>
	15.9	The price shall be fixed.
18.	16.1 (a)	For services in Pakistan the currency of the Bid shall be Pakistani Rupees.
19.	16.2	Price must be quoted in: PKR
20.	17.1	The Bid Validity period shall be 120 days .
21.	18.1	The amount of Bid Security shall be Rs.500,000/- The currency of the Bid Security shall be: PKR Or Bid Securing Declaration is applicable: YES
22.	18.3	The Bid Security shall be in the form of bank guarantee or in any admissible form to the satisfaction of procuring agency
23.	18.3 (c)	Other forms of security are: N/A
24.	19.1	Alternative Bids to the requirements of the Bidding Documents will not be permitted.
25.	21.1	The number of copies of the Bid to be completed and returned shall be: ONE Original
26.	21.2	Written confirmation of authorization is: Not required
Submission of Bids		
27.	22.2 (a)	<i>Pakistan Reinsurance Company Limited</i> <i>12th Floor, PRC Towers Lalazar Drive M.T Khan Road,</i> <i>Karachi</i>
28.	22.2 (b)	Title of the subject Procurement or Project name: <i>“Hiring of Security Firm/Company to provide Security Services at PRCL”</i> ITB title and No: PRC/PROC./SECURITY/03/2023 Time and date for submission: Up-to 11:00am on February 16 th , 2024
29.	23.1	The deadline for Bid submission is Up-to 11:00am on February 16 th , 2024
Opening and Evaluation of Bids		
30.	26.1	The Bid opening shall take place at: Street address: <i>Lalazar Drive, M.T Khan Road</i> Building/Plot No.: <i>PRC Towers</i> Floor/Room No: <i>14th Floor, Board Room</i> City/Town: <i>Karachi</i> Country: <i>Pakistan</i> <i>Bid Opening: at 11:30 am on February 16th, 2024</i>

Section III – Bid Data Sheet

31.	32.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pak Rupee The source of exchange rate shall be: SBP The date of exchange rate shall be: the day of financial opening of the bids
32.	35	Evaluation Techniques Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.
38.	33.5 (e)	Spare parts and after sales service facilities in Pakistan: Not Required
41.	33.5 (h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications.
43.	34.1	Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.
Award of Contract		
44.	40.1	Percentage for quantity increase or decrease is 15%
45.	43.1	The Performance Security (or guarantee) shall be @10% of Contract amount.
46.	43.2	The Performance Security (or guarantee) shall be in the form of bank guarantee or in any admissible form to the satisfaction of the procuring agency.
47.	44.1	The Advance Payment if essential/applicable shall be limited to 10% of contract price.
48.	44.2	Maximum amount of Advance payment if applicable shall be 10% of contract price.
49.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.
Review of Procurement Decisions		
50.	49.1	The address of the Procuring Agency Procurement Department, 12th Floor, PRC Towers, 32-A, Lalazar Drive, M.T Khan Road, Karachi
		The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

SECTION IV – ELIGIBLE COUNTRIES

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business-Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

SECTION V – EVALUATION CRITERIA

1. The Technical Qualification criteria have two parts; minimum eligibility criteria and technical evaluation, both are compliance-based. The bidder failing to comply minimum eligibility criteria and/or technical evaluation will be technically disqualified for financial stage.
2. Financial Proposal of only the technically qualified bidders will be considered and the bidder found to be lowest in terms of cost shall be declared as the most advantageous bidder as per Least Cost Based Selection (LCS).

SECTION VI – BID FORMS

TABLE OF FORMS

A. Technical Proposal Form

For submission of the technical proposal, the following requirements must be fulfilled:

- TECH. 1: Authorization Form of Bidder’s Representative
- TECH. 2: Letter of Bid
- TECH. 3: Technical Responsiveness/ Compliance Form
- TECH. 4: Minimum Eligibility Criteria
- TECH. 5: Technical Evaluation Criteria

B. Financial Proposal Form

One (1) original, every page must be signed and stamped. For submission of a financial proposal, the following requirements must be fulfilled:

- FIN. 1: Letter of Financial Proposal
- FIN. 2: Price Schedule

Note

- i. Every page of the Original Bid must be signed and stamped*
- ii. For evaluation purposes, the Procuring Agency may require a softcopy of the Technical Proposal, only after the opening of the Bids/Technical Proposals*

TECHNICAL PROPOSAL FORMS

TECH.1: AUTHORIZATION FORM FOR BIDDER'S REPRESENTATIVE

Title: Hiring of Security Firm/Company to provide Security Services at PRCL

Date: February ____, 2024

We, **M/s <Firm Title>** , incorporated under <mention the relevant Act/ordinance/ regulation> having its registered office at <**complete business address**> do hereby nominate **Mr./Ms. <Complete Name>**, <**Designation**>, CNIC# <xxxxx-xxxxxxx-x> as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Bidder:

Date: _____

TECH.2: LETTER OF BID

Title: Hiring of Security Firm/Company to provide Security Services at PRCL

Date: February _____, 2024

To The Chief Executive Officer
Pakistan Reinsurance Company Limited
Karachi

We, the undersigned, declare that:

- (a) **No reservations:** We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (**ITB 7**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**;
- (c) **Eligible Services:** the Services that we may supply shall be provided in accordance with **ITB 4** and Section VI, Eligible Countries.
- (d) **Bid Securing Declaration:** “We have neither been suspended nor declared ineligible by the Procuring Agency(s) based on execution of a Bid-Securing Declaration in Pakistan.
- (e) **Conformity:** We offer to supply, in conformity with the Bidding Documents and accordance with Part B (Schedule of Requirements) of the Bidding Documents;
- (f) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 17.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 21.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Guarantee:** If our Bid is accepted, we will be compliant to provide a performance guarantee;
- (h) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are/ not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]*
[We are not a state-owned enterprise or institution] / *[We are a state-owned **enterprise**];*
- (j) **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Agency to avail of Services during the Term of the Agreement.
- (k) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bids without assigning any justification as per Public Procurement Rules 2004.

Section VI– Bid Forms

- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Sincerely,

Name of the Bidder: *[insert complete name of the Bidder]*

Name of the duly authorized person to sign the Bid on behalf of the Bidder: *[insert complete name of the person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of the person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

TECH.3: TECHNICAL RESPONSIVENESS/COMPLIANCE FORM

Title: Hiring of Security Firm/Company to provide Security Services at PRCL

Date: February ____, 2024

To The Chief Executive Officer
Pakistan Reinsurance Company Limited
Karachi

We, the undersigned, unconditionally accept all stated Terms and Conditions under **ITB 5 – Parts/Sections of the Bidding Documents**, reproduced as under,

Description	Bidder Response (Yes/No)
PART A – BIDDING PROCEDURE & REQUIREMENTS <ul style="list-style-type: none">• Section I – Invitation to Bid• Section II - Instructions to Bidders (ITB)• Section III - Bidding Data Sheet (BDS)• Section IV – Eligible Countries• Section V - Evaluation Criteria• Section VI – Bid Forms	
PART B – SCHEDULE OF REQUIREMENTS <ul style="list-style-type: none">• Section VII –Technical Specification	
PART C – PROCURING AGENCY FORMS <ul style="list-style-type: none">• Section VIII – Standard Forms	
PART D – FRAMEWORK AGREEMENT (FA) <ul style="list-style-type: none">• Section IX – Contract Forms & Conditions<ul style="list-style-type: none">- Forms of Contracts	

Official Seal & Signature of Bidder: _____

Date: _____

TECH.4: MINIMUM ELIGIBILITY CRITERIA

- Bidder(s) must be registered with FBR/SRB and appear on Active Taxpayer list.
- Bidder must have registration with Securities and Exchange Commission of Pakistan (SECP) since 2014.
- Bidder(s) must provide undertaking of the following:
 - Firm has not violated any compliance of Federal/Provincial Laws
 - Firm has never been blacklisted or debarred neither by any organization, nor in litigation with any client and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).
- Bidder(s) must be an active member of All Pakistan Security Agencies Association (APSAA).

TECH.5: TECHNICAL EVALUATION CRITERIA**Title:** Hiring of Security Firm/Company to provide Security Services at PRCL**Date:** February ____, 2024

The technical bids will be evaluated as per the below-tabulated criteria. Only technically complaint bidders will qualify for the next stage, i.e. financial opening.

S#	Description of Technical Criteria	Documents Required	Compliance (Yes/No)
1.	NOC From Ministry of Interior	Relevant Documentary Evidence	
	NOC from Ministry of Interior, Govt. of Pakistan		
2.	Licensing	Relevant Documentary Evidence	
	With Home Department, Govt. of Sindh as Security Service Providers for FY:2024 <i>(under renewal/in-process license will lead to disqualification after verification from website of the home department)</i>		
3.	Work Profile	Client details on the company's letterhead/work orders	
	Worked with minimum 10 clients which can be Government/Semi-Autonomous bodies/Multinational and well reputed groups/ organizations		
4.	Financial Capability (of last 03 years)	Audited Financial Statements	
	Bidder must have average turnover of at-least Pak Rs. 45,000,000/-		
5.	Employees with Armed Forces Background (Army/navy/air force/police)	Relevant Documentary Evidence	
	List of employees (min-5) with at-least one as services management staff with CV& Salary Slip		
6.	Arms/Weapons	Details on Company's Letterhead	
	List of licensed arms and ammunitions		
7.	Satisfactory Performance Certificates	Relevant Documentary Evidence	
	Minimum 05 certificates from the served clients		
8.	Services Planning	Relevant Documentary Evidence	
	Detailed execution plan and emergency response plan		

FINANCIAL PROPOSAL FORMS

FIN.1: LETTER OF FINANCIAL PROPOSAL

Title: Hiring of Security Firm/Company to provide Security Services at PRCL

Date: February ____, 2024

To The Chief Executive Officer
Pakistan Reinsurance Company Limited
Karachi

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal we make the following additional declarations:

- a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- b) **Total Price:** The total price of our Bid, excluding any discounts offered in item below is:
 - In case of only one lot, the total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;
 - In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;
 - In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- c) **Discounts:** The discounts offered and the methodology for their application are The discounts offered are: *[Specify in detail each discount offered]*
- d) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- e) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (f) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **
[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

FIN.2: PRICE SCHEDULE

S#	Description of services	No of persons	Wages ¹	Sum of Employee Welfare Benefit ²	Profit/ Commission (Sum/Percent)	Applicable Services Tax	Total Monthly Charges for each service	Total monthly charges for requisite persons	Annual Charges
		A	B	C	D	E	F = (B+C+D+E)	G=A*F	H = 12*G
1	Chief Security Officer (CSO)	01							
2	Supervisors	02							
3	Security Guards (Armed Guards)	10							
	Security Guards (Un-Armed Guards)	26							
4	Firefighters	04							
5	Lady Searcher(s)	02							
Total Bid Amount (Inclusive of all applicable Govt. taxes)									

Note:

- The rates of above-mentioned post must be quoted as per description of the same given in section VII – Scope of work.
- Quoted wages (B) must not be less than the Government notified wages.
- Employee Welfare Benefits include Medical Insurance, Group Life Insurance, EOBI & Social Security. Annual medical insurance coverage, with minimum limit of Rs. 500,000/- per person per year and annual Group Life Insurance (GLI) coverage, with a minimum coverage amount of Rs. 500,000/- per person. While social security and EOBI must be as per prevalent laws.
- Bidder shall comply all prevailing & applicable laws of Pakistan. The tax/s must be applied on gross salary.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

SECTION VII – SCOPE OF WORK/TORs

- A- The Service Provider shall clearly describe in detail the specifications of experience / standards and capability to provide security services, equipment, weapons / ammunition being offered as per the Services Execution Plan in the bidding proposal which shall include but not limited to:
- Maintenance of duty registers and logbooks prescribed for the service points.
 - Maintenance of Gate Pass Register for outgoing materials and stores.
 - Prevention of access of any unauthorized persons inside the premises/installations.
 - Engaging visitors and their queries in professional manner and routing them to the concerned offices.
 - Checking of all personnel, baggage, and vehicles for identity before allowing entry.
 - Filling the log of entry and exit of personnel, visitors, materials, vehicles and stores.
 - Exercising the Access Control at the respective service points.
 - Parking and traffic control of vehicles inside / outside Company's premises.
 - Knowledge of the operation of the weapons and security equipment.

Note: PRCL will not provide residential/stay facility for security staff.

- B- The price schedule must abide by the below description for execution of above-mentioned services

1- CHIEF SECURITY OFFICER

A person from ex-armed forces (Navy/Airforce) up-to the rank of Captain/Major or equivalent and within age 40-50 years in proper uniform and who is on the payroll of Security Company / Firm and trained to provide the Security Services and equipped with essentially required logistics supports for effective monitoring and communication. Person shall possess leadership skills and administrative control over the Security Guards/supervisors/firefighters/lady searchers posted by the Security Company / Firm against this agreement. He shall have working knowledge of Front Role Public Handling and Security

- Age: Maximum 50 years.
- Health: Sound Health /Proper Fitness
- Education: Matric or equivalent

2- SUPERVISORS

Supervisor means, a person to be employed as Supervisor who is retired Non-Commission Officer (NCO)/*Hawaldaar* from Armed Forces, is within age 40-50 years in proper uniform and who is on the payroll of Security Company / Firm and trained to provide the Security Services and equipped with essentially required logistics supports for effective monitoring and communication. Person shall possess leadership skills and administrative control over the Security Guards posted by the Security Company / Firm against this agreement. He shall have working knowledge of Front Role Public Handling and Security Management Skills.

- Age: Maximum 50 years.
- Health: Sound Health /Proper Fitness
- Education: Matric or equivalent

3- SECURITY GUARDS

Un-Armed Guards

A person in proper uniform who is trained to provide the Security Services and equipped with essentially required support for effective monitoring & communication, which shall be required to provide the sufficient Security Services on the place of posting and vicinity. He shall have working knowledge of Front Role Public Handling and Security Management Skills.

- Age: Maximum 45 Years.
- Education: Matric or Equivalent.
- Health: Sound Health/Proper Fitness

Armed Guards

A person from ex-armed forces and who is trained to provide the Security Services and equipped with useful arm & ammunition like Pistol, 8 mm and Repeater, along with valid license and other essentially required support for effective monitoring & communication which is required to provide the sufficient Security Services on the place of posting and vicinity. He shall have working knowledge of Front Role Public Handling and Security Management Skills.

- Age: Maximum 45 years.
- Education: Matric or Equivalent.
- Health: Sound Health /Proper Fitness

4- LADY SEARCHERS

Lady searcher, female security personnel who are trained to interact with visitors and search the hand bags and other possessions of (female) visitors as per security protocols. She must be matriculate and have good communication/ public dealing skills to welcome visitors at the front desk.

- Age: Maximum 35 Years.
- Education: Matric or Equivalent.
- Health: Sound Health /Proper Fitness
- Skills & Training: Must have good communication skills and be trained in front desk security protocols and public dealing.

5- FIRE FIGHTERS

A person employed as a firefighter who is between 18 and 45 years old, well-trained and equipped to provide firefighting and emergency response services effectively.

- Age: Maximum 45 years.
- Education: Matric or Equivalent.
- Health: Sound Health /Proper Fitness
- Experience: Minimum 2 Years relevant experience (the service provider will give details of experience in writing)

Note: Passing interviews will be mandatory to ascertain the eligibility for every one of them to be deputed on the premises of PRCL. In case of rejection, the contractor will provide alternative.

SECTION VIII – STANDARD FORMS
FORM I: FORM OF BID

Date:

To: The Chief Executive Officer,
Pakistan Reinsurance Company Limited,
Karachi

Having examined the Bidding Documents including Addenda the receipt of which is hereby duly acknowledged, we, the undersigned, offer the security services in conformity with the said Bidding Documents for the sum of *[total Bid Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid. We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming Pakistan Reinsurance Company Limited, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to ITB Clause 3.7.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS 19**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan’s laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive. We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents

Dated this _____ day of _____ 20_____.

(Name) _____

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

FORM II: BIDDER INFORMATION FORM

Title: Hiring of Security Firm/Company to provide Security Services at PRCL

Date: February ____, 2024

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. Establishing that the Bidder is not under the supervision of the PRCL. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM III: BIDDER JV'S MEMBER INFORMATION FORM

Title: Hiring of Security Firm/Company to provide Security Services at PRCL

Date: February ____, 2024

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>Insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of [check the box(es) of the attached original documents] Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. Establishing that the Bidder is not under the supervision of the PRCL.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM IV: FORM OF QUALIFICATION INFORMATION

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder:
Individual/AOP/Company

Place of registration:

Principal place of business:

Power of attorney of signatory of Bid:

1.2 Total annual volume of Services performed in ___ years, in the internationally traded currency specified in the Bid Data Sheet: PKR/Any other currency _____

1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last _____ years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of PA and contact person	Type of Services provided and year of completion	Value of Contract
(a)			
(b)			

1.4 Major items of Supplier's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB 13.3(c). (N/A)

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach the Biographical Data. Refer also to ITB 13.4 (d)

1.6 Proposed sub-contracts and firms involved. Refer to GCC 24.

Sections of the Services	Value of Sub-contract	Sub-contractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last _____ years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

Section VIII – Standard Forms

- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.
- 1.10 Information regarding any litigation, current or within the last _____ years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder.
- 1.12 Statement of compliance with the requirements of ITB 3.4.
- 1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

Joint Ventures

- 2.1 The information listed in 1.11 - 1.12 above shall be provided for each members of the joint venture.
- 2.2 The information in 1.13 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Contract among all members of the joint venture (and which is legally binding on all members), which shows that
 - (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

- 3. **Additional Requirements**
 - 3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable.

We, the undersigned declare that

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- (a) The information contained in and attached to this form is true and accurate as of the date of bid submission

Or [delete statement which does not apply]

- (b) The originally submitted pre-qualification information remains essentially correct as of date of submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address:

FORM V: BID SECURITY FORM
(Bank Guarantee Form)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]
[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

No.: *[Purchaser to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____

(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

1. has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
2. having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

FORM VI: BID SECURITY (BID BOND)

BOND NO. _____

BY THIS BOND [*name of Bidder*] as Principal (hereinafter called “the Principal”), and [*name, legal title, and address of surety*], **authorized to transact business in Pakistan** as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*name of Procuring Agency*] as Oblige (hereinafter called “the Purchaser”) in the sum of [*amount of Bond*]⁴ [*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the _____ day of _____, 2024, for the supply of [*name of Contract*] (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____, 2024.

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Principal: _____ Surety: _____

Apply Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

FORM VII: BID SECURITY DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

No.: *[number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *Pakistan Reinsurance Company Limited*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid- Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the PRCL during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the B

SECTION IX – CONTRACT FORMS & CONDITIONS

AGREEMENT OF CONTRACT FOR PROVISION OF SECURITY SERVICES AT PRCL

This agreement is made at Karachi on the _____ day of _____, 2024 between **PAKISTAN REINSURANCE COMPANY LIMITED, KARACHI**, PRC Towers, 32-A, Lalazar Drive, M. T. Khan Road, Karachi hereinafter referred to as the **“EMPLOYER”** (which expression shall unless repugnant to the context mean and include their respective successors in interest assigns) of the **ONE PART**.

AND

M/s _____ having its registered office at _____ herein called the **“CONTRACTOR”** (which expression shall unless repugnant to the context mean and include their respective successors in interest assigns) of the **OTHER PART**.

WHEREAS

- (a) the Client has requested the services provider to provide the security services for its head office located at PRC Towers, Karachi.
- (b) the service provider, having represented to the Client that it has the requisite professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

On the following rates, terms and conditions for the execution and hiring the services as per rates given hereunder: -

S#	Description of services	No of persons	Wages ¹	Sum of Employee Welfare Benefit ²	Profit/ Commission (Sum/ Percent)	Applicable Services Tax	Total Monthly Charges for each service	Total monthly charges for requisite persons	Annual Charges
		A	B	C	D	E	F = (B+C+D+E)	G=A*F	H = 12*G
1	Chief Security Officer (CSO)	01							
2	Supervisors	02							
3	Security Guards (Armed Guards)	10							
	Security Guards (Un-Armed Guards)	26							
4	Firefighters	04							
5	Lady Searcher(s)	02							
Total Bid Amount (Inclusive of all applicable Govt. taxes)									

The Contractor i.e. **M/s** _____ will be liable to provide Security Services, for day and night shift.

NOW THIS AGREEMENT HEREBY AGREED AS FOLLOWS: -

Now therefore for in consideration of the promises covenants agreements hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows: -

- 1- That the contractor shall duly perform and observe all the terms, provisions, conditions, stipulations and his obligations mentioned in the contract according to the true purpose intend and meaning thereof or as may be determined by the Employer who shall be the sole judge in the matter.
- 2- In the event of default being committed by the Contractor of which the Employer's authorized representative shall be the exclusive judge, the contractor shall satisfy and discharge within 07 (seven) days, after demand of all the damages sustained by the Employer or exclusively determined by the Employer's representative, without any reference whatsoever to the Contractor and without any question whatsoever and the Contractor shall not dispute his liability in respect thereof. If not agreed, the disputes shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940.
- 3- In the event of accident to any persons including employees of the Employer on duty damages to property, injury or damage injury of any description to any person or thing arising out of the execution of the work, the Contractor shall be held responsible for and make good the same.
- 4- Any claims of injuries, loss of limb, or life of labor and other workers engaged/employed by the Security Company for operations under this agreement or work connected directly or indirectly with the agreement shall be settled and paid by the Security Company. The Authority shall in no way be responsible for any compensation, damages, or claims under any prevailing law or common law in connection with any accident or injuries to workmen or others in the employment of the Contractor. The Contractor shall save the department harmless and indemnify it in respect thereof, including all costs and expenses incident thereto or consequent thereon.
- 5- The execution of this agreement shall not violate any covenant stipulation/condition of any agreement/deed entered into by the Parties with any third party.
- 6- The Contractor shall comply with all statues, bylaws, regulations and requirements of any government or other competent authority relating to them for conducting the matters, which are the subject matter of this agreement.
- 7- The Contractor covenants that it has a valid registration certificate(s) to operate in said area of the Employer. In addition to this, the responsibility to comply with the provisions of various labor laws shall be that of the contractor. The contractor further covenants that the Contractor is having the registration/approval of the concerned authorities.
- 8- The Contractor shall specifically ensure the compliance of various Laws/Acts, including but not limited to the above and their re-enactment/amendments/modifications now and thereafter imposed by the Appropriate Government Authorities, any Local Laws/Central Laws.
- 9- The Contractor shall, at its own expense, provide its employees with neat and clean uniforms, shoes, overcoats, caps, etc., at least twice a year. Minimum two (02) pairs of uniforms and shoes per year must be provided by the Security Company to each individual. The samples of these uniforms and shoes will have

Section IX – Contract Forms & Conditions

to be approved by the PRCL. The dress code shall include, for the winter season, shirts, trousers, pullover, belt, jockey cap or Barret, and shoes (ranger type uniform), while for the summer season, it shall include T-shirts, trousers, jockey cap or Barret, belt, and shoes (ranger type uniform). Additionally, the Contractor must ensure that all its employees always wear proper identity cards issued to them by the Contractor.

- 10- The personnel deputed at the work premises should have adequate knowledge and experience of the work involved and should be punctual and disciplined in all manners. The Security Company/Firm will ensure that the Security Guards are educated, well-trained and must be well-versed in Urdu. All guards must have at least one-year experience with any Security Company.
- 11- The Personnel deputed should be physically and medically fit, free from all infections/diseases. The Contractor shall get its employee medically examined before deployment at the premises and submit medical fitness certificate if instructed by the Employer.
- 12- The Personals deputed at the locations should be equipped with the arms/ammunitions defined by the company and each armed guard must have a minimum of fifteen bullets/cartridges available.
- 13- The Company/Firm shall provide all equipment and tools required for the performance of security duties under this contract, including but not limited to, Mobile Quick Response Force (MQRF) vehicles along with additional security staff to enhance security services as needed. Furthermore, the Company/Firm shall ensure that each guard is equipped with a whistle and torch during night duty, and they must also provide a minimum of 04 wireless walkie-talkie sets and 04 metal detectors to their guards. Additionally, the Company/Firm shall supply any other necessary security gadgets as per the requirements of the contract.
- 14- None of its Personnel on duty be in drunken state or consume drugs, prohibited substances, smoke etc.
- 15- The Company / Firm shall have the facility to provide food, own guard residence, pick & drop services on their official company vehicle. The company will not provide residential/stay facility for the security guards.
- 16- The Contractor shall ensure round-the-clock high-standard security on a 24x7x365 basis to safeguard the premises and the assets of the Employer. One shift must not exceed 12 hours, with an uninterrupted duration of twelve hours beginning from 6:00 AM to 6:00 PM for day shifts and from 6:00 PM to 6:00 AM for night shifts. Additionally, the representative of the Contractor should be present to supervise the security work invariably between the shifts. The Contractor's watch and ward responsibilities shall extend to the entire property, including office premises, gates, car parking areas, general areas, and any other area specified by the Employer.
- 17- All security staff (supervisors, guards, firefighter & lady searchers) will report to chief security supervisor of PRCL.
- 18- In the event of a Guard or Supervisor is not reporting to duty, alternate or backup arrangements shall be made by the Contractor immediately without jeopardizing the security of the premises of the Employer. Backup Support means the logistic and communication support available with the company to provide assistance to the security guards, when required, for ensuring security of the premises.

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- 19- If any security service is not provided for any shift, or a smaller number of Security Guards are provided, the consolidated amount payable to the Contractor shall be proportionately deducted/pro-rata basis. For the purpose, attendance register will be maintained and shall be duly endorsed/verified by the security supervisor of the Company before making monthly payment(s) to the contractor. And, this monthly payment will be made within 10(ten) days of the submission of the invoice by the contractor. All such payment shall be subject to all provincial or federal taxes for the time being enforced or promulgated from time to time during the currency of this contract.
- 20- The Company can impose liquidated damages up-to maximum of Rs. 1,000/- per instance in case of non-compliance of any requirement defined in the contract agreement. The amount of liquidated damages is in addition to the deduction of amount of unperformed services. The maximum amount of liquidated damages for the whole contract is Rs.200,000/-. Once the maximum amount is reached, the Company may consider termination of the contract, and may consider blacklisting of the service provider.
- 21- The Contractor shall check all the Personnel, things and articles entering into and going out of the Employer's premises and generally act according to the instruction issued by the Employer's representatives, concerned department(s) from time to time and shall also be required to maintain correct, complete and proper records of the Personnel, things and articles coming into and going out of the Employer's premises. The Contractor shall ensure that this cycle go continuously and properly without any break. The guards shall always be alert and attentive and not give lenient or casual impressions. They shall not allow anybody with vehicles to office or inside the premises without proper entry in the Visitor Register/permission from administration department of the PRCL.
- 22- The Security Personnel shall follow strict attendance and alternative arrangements are to be made by the Contractor whenever the Supervisor, Guard going on leave under intimation to the Representative of the Employer. In case of leaves, if no alternative is provided, there will be deduction from salary on pro-rata basis.
- 23- Changing of Security Personnel to be intimated to the Representative of the Employer.
- 24- The Security Personnel should ensure that proper gate pass has been issued by the competent officials for the items taken out of the compound. For the purpose, a consolidated statement of gate pass be furnished to the employer on monthly basis.
- 25- The Contractor shall exercise the greatest possible care and shall take adequate preventive measures against theft, fire, sabotage, pilferage, or damage of the Employer's property including material, cargo and machinery, and equipment. The Contractor shall ensure that no theft, pilferage or damages to property, machinery, and equipment etc. takes place during the currency of the service agreement. The Contractor has to ensure that no property of the Employer is removed by any official/private person, without a proper gate pass issued by the competent officials of the Employer (for the purpose a list of officials entrusted with the authority to issue gate pass will be shared with the contractor). In case any theft or damage occurs during the service agreement, the Contractor shall be held responsible for such losses and damages if the loss or damage is attributable or was caused due to negligence of the Security Personnel.
- 26- The Contractor shall ensure that all Security Personnel posted at Employer's premises shall scrupulously follow the laid down instructions and advices and at any stage any Supervisor or Guard are found shortage in deployment as prescribed by the Contractor, or negligent towards their assigned duties or found sleeping or drunk on duty, the Contractor shall withdraw the Supervisor/Guard forthwith.

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- 27- It should be clearly understood by the parties that the Contractor's employees shall not have any Employer-employee or master servant relationship with the Employer. The Contractor be solely responsible for the payment of wages and/or dues to its employees. Under no circumstances, the Staff Member and/or the workmen/Employees of the Contractor shall be treated, regarded or considered or deemed to be the employees of the Employer and the Contractor alone shall be responsible for the remuneration, wages, other benefits and service conditions of all the employees deployed by the Contractor and shall indemnify and keep indemnified the Employer against any claim that may have to meet towards the employees of the Contractor.
- 28- The Contractor shall ensure that the Security Personnel provided by it maintain discipline and behavior and they shall not in any manner cause any interference, annoyance, a nuisance to the Employer or its business or work or its officers/employees/other Security Agencies.
- 29- The Contractor agrees to get all the Security Personnel insured against any liability of compensation arising out of death/injury/disablement etc. at work under the Workmen's Compensation Act or under the Common Law.
- 30- The Authority will not be liable to make any extra payment if the Security Company is to provide services in the event of any civil commotion, war, enemy action, hostilities, act of God or any other circumstance etc.
- 31- The Security Company / Firm will keep the Authority free of any liability for the cause of compensation/ legal course, if any employee of the Security Company claims in case of their injury, death etc.
- 32- Either party is entitled to terminate this agreement by giving three (03) month's advance notice in writing. Upon the termination of this agreement the Security Company shall be permitted to remove all its apparatus and equipment which may have been placed in the premises. In addition to and notwithstanding anything contained herein, it is expressly agreed and understood that the Employer at its sole discretion shall terminate the agreement without notice and without payment of any compensation, in case of the following contingencies: -
- i) If the Contractor or any of the officers, personnel or guards/supervisor engaged by it is found to be guilty of fraud or cheating or misappropriation of funds or property or any other offense involving moral turpitude.
 - ii) If the Contractor or any of its personnel or guards/supervisor engaged by it if could to be negligent (by the officers/personnel of the company) in the performance of his/their duties, as prescribed in this agreement.
 - iii) If the Contractor or any of its officers, personnel or guards/supervisor engaged by it are guilty of any misconduct or of any dereliction of duties, by the officers/personnel/supervisors/guards of the Company.
 - iv) If the Contractor fails to execute the work entrusted to the satisfaction of the Employer and the shortcoming(s) is not rectified despite the communication of the same.
 - v) If the Contractor fails to discharge its legal obligations towards its employees.
 - vi) If the Contractor commits breach of any of the clauses of the agreement.

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- vii) If the Employer is required to pay any damages and/or compensation/and/or any payment to their customers/visitors on account of any negligent act and/or misbehavior on part of the Contractor.

33- The following conditions shall be deemed to form and be read and constructed as part of this agreement. The General Condition contracts, inclusive of Appendices of the general Conditions.

a	The contactor/Company/firm shall provide the security services deploying adequately trained and well-disciplined security personnel from armed forces. They will safeguard the premises and ensure safety of the employees or any other persons working therein.
b	The Security personnel must be properly equipped with licensed arms.
c	The security personnel shall ensure proper inward and outward movement of manpower, materials and vehicles thoroughly to check and track movement of unauthorized items inside and outside of the premises.
d	The security personnel shall be responsible for maintaining proper traffic of the incoming and outgoing vehicles and to ensure that there is no congestion whatsoever at any time.
e	Controlling unauthorized entry or exit of vehicles on the main gate.
f	The security personnel deployed shall take regular rounds of the premises in and around the premises and should be vigilant and remain alert to avoid any unforeseen event.
g	The security personnel must be duly trained in Fire Safety Operations courses (Firemen, Fire Prevention and Station Fire Officer). They should be trained to operate various fire control equipment, installed in the premises.
h	To ensure that no post remains without any guard during the period of change of shift of the security personnel.
i	The security personnel deployed shall be properly dressed in Agency’s prescribed uniform and always with Identity Card.
j	The Company/firm shall make the payment to the Security Company on monthly basis after submission of bill in detail with attendance sheet with name of Un-Armed Guards/Armed Guards duly verified by Security Incharge. The payment of Security Company shall be released within two to three weeks after the completion of all codal formalities as herein prescribed.
k	As and when the employer requires additional security personnel on temporary or emergency basis, the Contractor will depute such security personnel.
l	Arms shall be kept in the safe custody.
m	The Contractor shall provide verification of security personnel deployed in the premises by the concerned authority/police station, if any.
n	The Security Company shall be responsible to complete all documentation, if notified from time to time.

34- For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other.

- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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- During the period of their inability to perform the Services as a result of an event of Force Majeure, the service provider, upon instructions by the Client, shall either
 - a) demobilize, in which case the service provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the service provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 35- In consideration of the covenants and agreements to be kept and performed by the contractor and for the faithful performance of this contract and the completion of works embraced therein. The Employer shall pay and the contractor shall receive and accepts as full compensation for everything furnished and done by the contract under this agreement, the contract price as stipulated in the contract and schedule of prices at the time and in the manner prescribed by the conditions of contract.
- 36- In case of any dispute or difference arising between the parties hereto relating to the interpretation or effect of any clause of this Agreement, the same shall be referred to Arbitration Committee, PRCL and its decision shall be final and binding upon the parties hereto.
- 37- This agreement is for a period of one year, effective from ___day of _____, 2024 to ___day of _____, 2025 and will be renewable for a further 02 (years) upon satisfactory performance.
- 38- This contract price payable to the contractor shall remain unchanged during the current or extended period of the contract.
- 39- This agreement shall take effect from the date in clauses as written above and shall remain in force unless and until it is determined in accordance with the provision hereafter appearing herein above.
- 40- The Contractor shall not be entitled to any service charges or overtime.
- 41- The authorized representatives
 - i. of the client:
 - Name: _____
 - Designation _____
 - Contact No.: _____
 - ii. of the service provide:
 - Name: _____
 - Designation: _____
 - Contact No.: _____

This agreement contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understanding both oral and written between the Parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto set their respective hand and seal on the day as the first above written.

For and on behalf of

Pakistan Re-Insurance Company Limited

For and on behalf of

M/s _____

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Witness

Name:
CNIC No.:

Witness

Name:
CNIC No.:

PERFORMANCE SECURITY (OR GUARANTEE) FORM

To:

The Chief Executive Officer
Pakistan Reinsurance Company Limited
Karachi

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]