

**FAISALABAD INSTITUTE OF CARDIOLOGY**  
**FAISALABAD**



**BIDDING DOCUMENT FOR PROCUREMENT**  
**OF**  
**SECURITY SERVICES**  
**(2019-20)**

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**Important Note:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Bidding Document at the later stages during tender process.

**Applicability of Punjab Procurement Rules, 2014**

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

**BID DATA SHEET**

<b>ITB Ref</b>	<b>Description</b>	<b>Detail</b>
N/A	Bid reference number	
N/A	Commencement of sale of Bidding Document	After One days of publishing of advertisement in newspaper.
N/A	Last date of sale of Bidding Document	
ITB Clause 24	Last date and time for the receipt of bidding Document	
N/A	Pre-bid meeting date, time and venue	
ITB Clause 27	Date, time and venue of opening of technical	
ITB Clause 16	Bid currency	PKR
ITB Clause 13	Language of bid	English or Urdu
ITB Clause 20	Amount of bid security	2% of the total bid value
ITB Clause 21	Bid validity period	90 Days
ITB Clause 09	Bidding procedure	Single stage – Two Envelop procedure
ITB Clause 27	Address for communication: <b>Medical Superintendent</b> <b>Faisalabad Institute of Cardiology</b> <b>Faisalabad</b>	

## 1. Invitation to Bid

### a. PPRA Rules to be followed

Punjab Procurement Rules 2014 will be strictly followed. These may be obtained from PPRA's website: <http://ppra.punjab.gov.pk/PublicPages/prorules1.aspx>. In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014.

### b. Mode of Advertisement(s)

As per Rule 12(1), this Tender is placed online at PPRA's website, as well as advertised in print media. As per Rule 12(3), this Tender is placed online at the website of Health Department <http://health.punjab.gov.pk> and PPRA's website [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk). Tender document carrying all details can be downloaded from these websites. All prospective bidders are required to register themselves with Account Office **Faisalabad Institute of Cardiology Faisalabad**, at above given address, deposit Rs. 1000/- and get the deposit slip which must accompany the bids, else-wise the bid will stand rejected.

### c. Type of Open Competitive Bidding

As per rule, Single Stage - Two Envelope Procedure shall be followed. This is as follows:

- (i) The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- (iv) The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- (v) The Purchaser shall evaluate the technical proposal in a manner prescribed in Section 7, 13, 20, Annexure-A and Annexure-B of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said sections. During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) The financial proposals of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (vii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
- (viii) In accordance with these rules, interested companies (hereinafter referred to as "Bidders") applying for bids should submit two separate bids/envelopes for Financial Proposal and Technical Proposal.

## 1. **Bidding Details (Instruction to Bidders)**

All bids must be accompanied by a call deposit (CDR) / Bank Guarantee of 02% of quoted price in favor of “Faisalabad Institute of Cardiology”. The bids along with the CDR / Bank Guarantee, Tender Forms, Affidavits, etc., must be delivered into the Tender Box placed at office **Medical Superintendent Faisalabad Institute of Cardiology**

**Faisalabad** on or before..... The Technical bids will be publicly opened in the Conference Room at **Faisalabad Institute of Cardiology Faisalabad on the same day.**

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing to the office **Medical Superintendent Faisalabad Institute of Cardiology Faisalabad** within five working days from the date of Tender advertisement. Any query received after five working days shall not be entertained. All queries shall be responded to within due time. FIC will host a Q&A session at FIC **on .....**

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

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

### **Primary Contact**

**Medical Superintendent  
Faisalabad Institute of Cardiology  
Faisalabad**

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids. As authority competent to accept the tender, the Purchaser reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.

Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, Call Deposit (CDR) / Bank Guarantee amount will be forfeited and the company will not be allowed to participate in future tenders as well.

## **TERMS AND CONDITIONS OF THE TENDER**

### **1. Definitions**

In this document, unless there is anything repugnant in the subject or context:

Client/Procuring Agency/Purchaser means the Faisalabad **Institute of Cardiology Faisalabad** or any other person/entity for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purpose of the contract.

- a. "Confirmation" means confirmation in writing.
- b. "Contractor/Bidder/Tenderer" means an entity/company/organization that is a registered bidder with the Purchaser and has submitted its bid as per the criteria/specifications listed.
- c. "Contractor" means any entity or person that may provide or provides the services to any of the public sector organization under the contract.
- d. "Contract" means the contract proposed to be entered into between the procuring entity and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
- e. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- f. "Day" means a standard business working day.
- g. "Fraudulent and Corrupt practices" will have the same bearing and meaning as are defined in the Punjab Public Procurement Consultancy Services Rules
- h. "Government" means the Government of Punjab.
- i. "In writing" means communicated in written form e.g., by mail, e-mail or fax, delivered with proof of receipt.
- j. "Person" individual, association of persons, firm, company, corporation, institution and organization, etc. having legal capacity.
- k. "Personnel" means professionals and support staff provided by the bidder that are assigned to perform the Services or any part thereof.
- l. "Pre-Bid Conference" means the meeting conducted by the procuring entity prior to actual date of bid opening.
- m. "Procurement Methods" means any one of the procurement modes / methods as provided in the Punjab Procurement Rules 2014 published by the Punjab Procurement Regulatory Authority (PPRA), Government of Punjab.
- n. "Proposal" means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to RFP.
- o. "RFP" means Request for Proposals, including any amendments that may be made by the procuring entity for the selection of bidder.
- p. "SBD" means Standard Bidding Documents.
- q. "Services" means the tasks to be performed by the bidder pursuant to the Contract as listed under Annex-A.
- r. "Works" means work to be done by the Contractor under the Contract.



## 2. Headings and Titles

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

## 3. Notice

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

- a. in writing;
- b. issued within reasonable time;
- c. served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- d. The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

## 4. Tender Scope

**Faisalabad Institute of Cardiology Faisalabad**, (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for supply of Security Services at **Faisalabad Institute of Cardiology Faisalabad**

5. Outlined in this tender document at Annexure-B.

## 6. Tender Eligibility

Eligible Tenderer is a Tenderer who:-

- a. Has a registered office in Pakistan and registered local office at Faisalabad.
- b. Has required relevant experience as mentioned vide Section 7,13, 20, Annexure-A & B;
- c. Has valid authorization in Pakistan (if applicable).
- d. Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment as mentioned vide Annexure-A & B.
- e. Is manufacture of Goods / provider of Services or authorized dealer / agent of original manufacturer of Goods / provider of Services as mentioned vide Annexure-A & B.
- f. Conforms to the clause of "Responsiveness of Bid" and as per Annexure-A & B given herein this tender document.
- g. Goods and Services can only be supplied / sources / routed from origin in "eligible" member countries.
  - (i) "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
  - (ii) "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**7. Tender Cost.**

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

**8. Joint Venture.**

Joint venture or partnership firms are not eligible for this tender. Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate.

**9. Examination of the Tender Document.**

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

**10. Clarification of the Tender Document**

The Tenderer may require further information or clarification of the Tender Document, within 05 working days of issuance of tender in writing.

**11. Amendment of the Tender Document**

- a. The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- b. The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers.
- c. The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

**12. Preparation / Submission of Tender**

- a. This tender document is valid for both services, i.e. Security Services (Annexure B)
- b. For each type of service mentioned below under para 13, bidder has to submit separate tenders for each service
- c. Tenderer is allowed to bid for all components of the one service in the same tender and not part of any service.
- d. The Tenderer is not allowed to bid for partial procurement of each service.
- e. If one tenderer wants to submit tender for both services, he/ she should submit these through separate tenders after completing all formalities for each tender separately.
- f. The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender. The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be submitted.
- g. The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any

- discrepancy between the original and the duplicate, the original shall govern.
- h. The Technical Proposal shall comprise and fulfill all the requirements, without quoting the price:
- i. Technical Proposal (Annexure-A & Annexure-B)
- j. Technical Proposal Form (Annexure-C)
- k. Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted) (Annexure-G&H)
- (i) Covering letter duly signed and stamped by authorized representative. (Annexure-E)
  - (ii) Authorized Certificate / document from the principle / manufacturer.
  - (iii) Evidence of eligibility of the Tenderer and the Services
  - (iv) Evidence of conformity of the Services to the Tender Document
  - (v) Technical Brochures / Literature
  - (vi) The statement must be signed by the authorized representative (As per special power of Attorney) of the Bidder
  - (vii) Financial Capacity as per Annexure-K
  - (viii) Valid Registration Certificate for Income Tax, Sales Tax, NBIA and / or other allied agencies / organizations / regulatory authorities.
  - (ix) Income Tax & Sales Tax Returns for the last three tax years
  - (x) Special Power of Attorney, if an authorized representative is appointed (Annexure-F)
- l. The Financial Proposal shall comprise the following:
- (i) Financial Proposal Form as mentioned vide (Annexure- A & Annexure-B)
  - (ii) Price Schedule as mentioned vide (Annexure- A & Annexure-B)
  - (iii) Tender Security (02% of the total bid amount in shape of CDR in favour of **Faisalabad Institute of Cardiology – Security Account**) / Bank Guarantee (Annexure- I)
- m. The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:
- (i) Original Technical Tender for  
Tender Name. [Number of Tender]
  - (ii) Category No:
  - (iii) [Name of the Purchaser]
  - (iv) [Address of the Purchaser]
  - (v) [Name of the Tenderer]
  - (vi) [Address of the Tenderer]
  - (vii) [Phone No. of the Tenderer]
- n. The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:
- (i) Duplicate Technical Proposal for  
Tender Name. [Name of Tender]
  - (ii) Category No:
  - (iii) [Name of the Purchaser]
  - (iv) [Address of the Purchaser]
  - (v) [Name of the Tenderer]
  - (vi) [Address of the Tenderer]

- (vii) [Phone No. of the Tenderer]
- o. The Tenderer shall follow the same process for the Financial Tender.
- p. The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:
- (i) Original Tender for  
Tender Name. [Name of Tender]
  - (ii) Category No:
  - (iii) Strictly Confidential  
Open on [Last Date of submission of the Tender]
  - (iv) [Name of the Purchaser]
  - (v) [Address of the Purchaser]
  - (vi) [Name of the Tenderer]
  - (vii) [Address of the Tenderer]
  - (viii) [Phone No. of the Tenderer]
- q. The Tenderer shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:
- (i) Duplicate Tender for  
Tender Name. [Name of Tender]
  - (ii) Category No:
  - (iii) Strictly Confidential  
Open on [Last Date of submission of the Tender]
  - (iv) [Name of the Purchaser]
  - (v) [Address of the Purchaser]
  - (vi) [Name of the Tenderer]
  - (vii) [Address of the Tenderer]
  - (viii) [Phone No. of the Tenderer]
- r. The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- s. The Tender shall be mailed to reach and dropped in the Tender Box placed at the Purchaser's office, during office hours, up to due date and time.
- t. This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexure, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer. Noncompliance with the same will cause the rejection of bid at the time of opening.

**12. Tender Price.**

The quoted price shall be:

- a. Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- b. On for basis including all charges up to the delivery point at various Punjab Government Offices in Punjab (if required); In Pak Rupees; Inclusive of all taxes, duties, levies, insurance, freight, etc.
- c. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- d. Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).
- e. Each cost should be identified as installation (one time) or monthly/quarterly/yearly (recurring) support of operation services thereof.

**13. Tender Security**

The Tenderer shall furnish the Tender Security as under:

- a. As part of financial bid envelope, failing which will cause rejection of bid.
- b. If Total Tender Price is less than or equal to PKR 5 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;
- c. If the Total Tender Price is more than PKR 5 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in another form acceptable to the Purchaser;
- d. For a sum equivalent to **2 % of the Total Tender Price**;
- e. Denominated in Pak Rupees;
- f. Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- g. The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:
- h. If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- i. If the Tenderer does not accept the corrections of his Total Tender Price; or
- j. If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- k. The Tender security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the tender security only. The Tender Security shall be returned to the successful. Tenderer on furnishing the Performance Security.

**14. Tender Validity**

The Tender shall have a minimum validity period of **ninety (90) days** from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tendered agrees to extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Tendered may refuse extension of validity period of the Tender, without forfeiting the Tender security.

**15. Modification / Withdrawal of the Tender**

- a. The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- b. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

**16. Opening of the Tender**

- a. Tenders shall be opened, at the given place, time and date, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation.
- b. The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- c. No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Noncompliance will cause the rejection of respective bidder.

**17. Clarification of the Tender**

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

**18. Determination of Responsiveness of the Bid (Tender)**

- a. The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
  - (i) Meets the eligibility criteria for the Tenderer for the Services as mentioned vide Anne-A &B.

- (ii) Meets the Technical Specifications for the Services as mentioned vide Annexure-A & B;
- (iii) Meets the delivery period / point for the Services as mentioned vide Annexure-A & B;
- (iv) Meets the rate and limit of liquidated damages;
- (v) Offers fixed price quotations for the Services as mentioned vide Annexure-A & B;
- (vi) Is accompanied by the required Tender Security as part of financial bid envelope;
- (vii) The original receipt of tender fee submitted, attached with technical bid envelope;
- (viii) Is otherwise complete and generally in order;
- (ix) Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- (x) A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- (xi) The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

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

- a. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
  - (i) If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
  - (ii) If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
  - (iii) If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- b. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- c. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- d. The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Tender Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.
- e. The Tenderer shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender.

The Tenderer may state alternate payment terms and indicate the reduction in the Tender price offered for such alternative payment terms. The Purchaser may consider the alternative payment terms offered by the Tenderer.

- f. The Tenderers may offer discounts for items which shall be taken into account in the evaluation of the Tenders so as to determine the Tender offering the lowest evaluated cost for the Purchaser in deciding award(s) for whole tender.

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

- a. The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- b. The Tender shall be rejected if it is:
- (i) Substantially non-responsive; or
  - (ii) Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
  - (iii) Incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
  - (iii) Subjected to interlineations / cuttings / corrections / erasures / overwriting;
  - (iv) The Tenderer submits more than one Tenders; or
  - (v) The Tenderer refuses to accept the corrected Total Tender Price; or
  - (vi) The Tenderer has conflict of interest with the Purchaser; or
  - (v) The Tenderer tries to influence the Tender evaluation / Contract award; or
  - (vi) The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.
- c. There is any discrepancy between bidding documents and bidder's proposal i.e. any non conformity or inconsistency or informality or irregularity in the submitted bid.
- d. The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

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

The Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Tenderer, prior to the expiry of the validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

## **22. Performance Security**

- a. The successful Tenderer shall furnish Performance Security as under:
- (i) Within five (5) working days of the receipt of the Acceptance Letter from the Purchaser;
  - (ii) In the form of a Bank Guarantee, issued by a scheduled bank operating in



Pakistan, in favour of **Faisalabad Institute of Cardiology – Security Account**) as per the format provided in the Tender Document.

- (iii) For a sum equivalent to **10% of the contract value**;
  - (iv) Denominated in Pak Rupees;
  - (v) Have a minimum validity period of ninety days from the date of Award Notification or until the date of expiry of warranty period, support period or termination of services, whichever is later.
- d. The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
- (i) If the Contractor commits a default under the Contract;
  - (ii) If the Contractor fails to fulfill any of the obligations under the Contract;
  - (iii) If the Contractor violates any of the terms and conditions of the Contract.
  - (iv) The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.

**23. Redressed of grievances by the procuring agency**

- a. The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- b. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.
- c. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

**TERMS & CONDITIONS OF THE CONTRACT**

**Contract Title:**

**Contract for**

**Between**

**Faisalabad Institute of Cardiology  
Faisalabad**

**And**

**[Name of Contractor]**

**Dated:**

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## I. AGREEMENT

This CONTRACT AGREEMENT (this “Contract”) made as of the \_\_\_\_\_ of \_\_\_\_\_, [2020], between [Medical Superintendent Faisalabad Institute of Cardiology, Faisalabad] (the “Purchaser”), on the one part, and [M/s \_\_\_\_\_].], on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “Contractor.”

### RECITALS

#### WHEREAS,

(a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.

(b) The Purchaser has requested the Contractor to provide certain services as described in Tender Document; and

(c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

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

1. The Contractor hereby covenants with the Purchaser to supply the Services and provide the Services, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.

2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services.

3. The following shall be deemed to form and be read and construct as part of this Contract:

- a. The Tender Document
- b. Bidder’s Proposal
- c. Terms and Conditions of the Contract
- d. Special Stipulations
- e. The Technical Specifications
- f. Tender Form
- g. Price Schedule
- h. Affidavit(s)
- i. Authorized Dealership / Agency Certificate
- j. Performance Security
- k. Service Level Agreement (SLA) (if required)
- l. Non-Disclosure Agreement (if required)
- m. Any Standard Clause acceptable for Purchaser

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

5. The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Services / the Works, in whole or in part.
- 6 The Contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the change), to the purchaser.
- 7 The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.
- 8 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 9 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.
- 10 If the Contractor fails / delays in performance of any of the obligations, under the agreement / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @ **0.25% of the Contract Price** which is attributable to such part of the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.
- 11 If the Contractor fails / delays in performance of any of the obligations, under the agreement / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser, at any time can cancel the contract, performance security will be forfeited and process of black listing may be initiated.
- 12 If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.
- 13 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract/commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
- 14 The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/ sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.
- 15 The contractor shall pay the salary to security guard up to 5<sup>th</sup> of every month according to minimum wages notification of HR and Labour department, supervised/monitored by committee comprising of AMS admin and Chief Security officer.
- 16 The contractor shall provide manpower which should consist of minimum 50% Ex-Service man and below the age of 60 years and civilian security guard below the age of 50 years.
- 17 Security Clearance of Private Guard employed should be verified by the police and a certificate will be produced on every bill which will be vetted by the security Head of the Institution.
- 18 Regular training of all guards including firing be ensured by the contractor.
- 19 Any guard found unsuitable will be returned to the company and company will be bound to provide suitable one.
- 20 The company will ensure logistic support to its guards including drinking water and umbrellas for shade.
- 21 The contractor shall ensure to keep all security equipment including weapons in functional state.
- 22 In case of any violation or non compliance of agreement, the Hospital Authority can impose a penalty of Rs.10,000/- for each violation. After two violations competent authority may increase the fine upto Rs.25,000/-. On third violation institution has right to cancel the contract after observing due process of law.
- 23 Contractor will provide 03 male and 01 female reserve person for ensuring 100% presence of staff.
- 24 The security guard will adopt decent behavior towards patients / attendants / colleagues / hospital staff. In case of violation the case will be sent to monitoring /supervisory committee for further necessary action.
- 25 After expiry of contractual period it can be further extended by the Hospital Authorities upto three months subject to better performance and with mutual consent.

Sr. #	Name of Firm	Qty	8 Hour Rates/ Month	Total Amount
1.	Security Supervisor (Retired Sub / N-Sub)	01		
2.	Security Guards (Male)	38		
3.	Security Guards (Female)	06		

**Note:**

Above mentioned rates are for 8 hrs shift.

Quantity will be on actual per month.

This price schedule is in accordance with our financial bid and FIOC offer/acceptance letter.

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

For [full legal name of the Purchaser]:

For [full legal name of the Contractor]:

Signature of Owner of Firm-----

Name -----

Father Name-----

Medical Superintendent

Faisalabad Institute of Cardiology

Designation-----

Faisalabad

CNIC#-----

**Witnessed By (Official):**

**Witnessed By:**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

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

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

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation\_\_\_\_\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

**24. II General Conditions of Contract**  
**Contract**

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

**25. Contract Documents and Information**

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

**26. Contract Language**

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

**27. Standards**

The Services provided under this Contract shall conform to the authoritative latest industry standards.

**28. Patent Right**

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof.

**29. Execution Schedule**

The Contractor shall submit an Execution Schedule, giving details of services rendered, as required under the Contract, to the Client, immediately after the issuance of letter of Intent..

**30. Payment**

- a. The Contractor shall submit an Application for Payment, in the prescribed form, to the Client. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last

- preceding Certificate of Payment, if any.
- b. The Client shall issue a Certificate of Payment, in the prescribed form, to the Purchaser, with a copy to the Contractor, verifying the amount due, within seven days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.
- c. The Purchaser shall pay the amount verified in the Certificate of Payment within twenty one (21) days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment for the Services provided, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.

**31. Price**

The Contractor shall not charge prices for the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

**32. Contract Amendment**

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

**33. Assignment / Subcontract**



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

**34. Extensions in time for performance of obligations under the Contract**

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

**35. Liquidated Damages**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @ **0.25% of the Contract Price** which is attributable to such part of the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

**36. Blacklisting**

- a. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.
- b. If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

**37. Forfeiture of Performance Security**

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

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

**38. Termination for Default**

- a. If the Contractor fails / delays in performance of any of the obligations, under the Contract /violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without and compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- b. If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

**39. Termination for Insolvency**

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

**40. Termination for Convenience**

- a. The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- b. The Services which are complete or to be completed by the

Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining services, the Purchaser may elect:

- c. to have any portion thereof completed and delivered; and/or to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services or Works previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

**41. Force Majeure**

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

**42. Dispute Resolution**

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

**43. Statutes and Regulations**

- a. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- b. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees

required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

- c. The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

#### **44. Taxes and Duties**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

#### **45. Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses.

#### **46. The Client**

- a. The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.
- b. The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- c. The Client shall conform with all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

#### **47. Authorized Representative**

- a. The purchaser, The client or contractor may appoint his representative (s) to deal with purchaser, however a special power of attorney, specimen attached shall be signed by owner and registered in court of law on the stamp paper Rs1200.
- b. The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- c. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the

Works and

- Purchaser, the Client or the Contractor.
- d. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
  - e. Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
  - f. Notwithstanding Clause 65.4, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or to give instructions for the rectification thereof.
  - g. If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

**48. Waiver**

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

**49. Training**

- a. The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser / the Client to ensure that they shall acquire a good working knowledge of the operation, general maintenance of the Services to be supplied mobile control, meet greet and basic knowledge of weapon & equipment be known to guards under the Contract.
- b. In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser / Client and proceed to implement suitable remedial measures after consultation with them.

**SPECIAL STIPULATIONS**  
**SCHEDULE-A, SPECIAL**

For ease of Reference, certain special stipulations are as under: -

**Annexure-A**

Tender Security	<p>The Contractor shall furnish the Tender Security as under:</p> <ul style="list-style-type: none"> <li>• For the whole Tender in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; for a sum equivalent to 2% of the Total Tender Price in Pak Rupees.</li> <li>• Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later</li> </ul>
Performance Security	<p>The successful Contractor shall furnish Performance Security as under:</p> <ul style="list-style-type: none"> <li>• Within five (5) working days of the receipt of the Acceptance Letter from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser; for a sum equivalent to 10% of the contract value; denominated in Pak Rupees.</li> <li>• Have a minimum validity period of ninety days from the date of Award Notification or until the date of expiry of warranty period, whichever is later</li> </ul>
(Delivery Period) Start operation of Services after installation, configuration, deployment, commissioning, testing, and training	Immediately from the issuance of acceptance letter.
Liquidated damages for failure / configuration of Services by the Contractor	<p>Liquidated damages shall be levied @ 0.065% per day of the Contract Price which is attributable to such part of the Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price. (This penalty will also be invoked on the commitments given by the Contractor in the technical proposal)</p>
Legal Status to Work in Pakistan	<p>The Bidder must be allowed and meet all conditions set forth by the Government of Punjab and Government of Pakistan to work with all concerned parties of the private, public, and not for profit sectors.</p>

**Financial Capacity of the Bidder**

Additionally, the following financial data form shall be filled out for the Bidder. The Purchaser reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

Financial Information	Historical information for the previous three			
years	(Most recent to oldest in (PAK Rupees)			
	Year 1	Year 2	Year 3	
	(Year)	(Year)	(Year)	

Information from Balance Sheet:

- (1) Total Assets (TA)
- (2) Current Assets (CA)
- (3) Total Liabilities (TL)
- (4) Current Liabilities (CL)

Information from Income Statement:

- (5) Total Revenue (TR)
- (6) Profits before Taxes (PBT)

Net Worth (1) - (3)  
Current Ratio (2) / (4)

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

Litigation or arbitration in the last three (3) years:

No: \_\_\_\_\_ Yes: \_\_\_\_\_ (See below)

Litigation and Arbitration During Last three (3) Years

Year Against	Matter in Dispute	Value of Award  Contractor in PAK Rupees
-----------------	-------------------	---

**Authorized Signatures with Official**

**Seal**

Annexure-B

**CATEGORY: 02 SECURITY SERVICES**  
**TECHNICAL PROPOSAL**

**REQUIREMENTS OF TECHNICAL PROPOSAL:**

All the bidders submitting their bids against this bid must submit the qualification application along with the information in the following formats together with the relevant documentation:

**1. Market Presence:**

- fax
- a. Firm name, its status, address, telephone number(s), number, email address.
  - b. Copy of Incorporation or Registration Certificate.
  - c. Copy of Income Tax Return for last 03 Years.
  - d. Copy of Memorandum & Articles Association
  - e. Copy of Firm's National Tax Number Certificate
  - f. Copy of N.I.C. of Firm's owner and Authorized Representative
  - g. Copy of letter of intent to form JV or JV agreement (In case of JV Only).
  - h. Details of offices / branches operated internationally, nationally, and exact address / telephone numbers of office in Faisalabad City.

**2. Financial Soundness:**

- a. Financial soundness certificate and bank statement for at least 12 months.

**3. Key Professionals:**

- a. List of Key Personnel including, Ex Army Officers, Engineers, Managers, Supervisors and other staff & Ex soldiers.

**4. Working Experience:**

- a. Only firms having minimum 05 years' experience of security services. Documentary evidence should be submitted. Preference shall be given to firms having experience of providing security services in hospitals.
- b. Working Experience Sheet (Attached)
- c. List of similar nature Successful and In-hand Projects.
- d. Firms having local office (Faisalabad) headed by retired Army officer (Major / Captain) shall be given preference.



**5. ISO 9001: 2008 Certificate:**

- a. Copy of ISO 9001: 2008 Certificate with Scope of “Facility Management Services” if any.

**6. Quality Assurance & Health, Safety, Environment Policies & Procedures:**

- a. Submission of Comprehensive Quality, Health, Safety & Environment Policies & Procedures.
- b. Submission of Proposed Methodology, Approach & Organ gram for the Project.

**7. Performance Report:**

- a. Submission of Comprehensive Performance Report Formats
- b. Submission of Data Analysis Formats
- c. Submission of training reports.

**8. Annual Maintenance Plans:**

- a. Submission of all equipment’s annual maintenance plans

**9. Computer Aided Facility Management Software:**

- a. Details of currently using Computer Aided Facility Management Software, features and Reports format.

**10. Security Plans:**

- a. Submission of security plans for General Shift, Evening Shift, Night Shift & VIP movements Security Plan

**11. Security Tools & Equipment:**

- a. List of available security tools, equipment including walk through gates (Security gates) and weapons.
- b. Certificate of security tools, equipment and weapons fitness.

**Affidavit to the effect that the firm is not blacklisted and is not in litigation with any organization / department, private or public.**

**Evaluation Criteria:**

Each Technical Proposal will be evaluated according to the Criteria given below.

Technical Evaluation Criteria (To Qualify Minimum 60 Points)

**Name of the Firm:**

A	01	02	03	04	05	06	07	08	09
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	Market Presence	Financial Soundness	Key Professionals	Work Experience	ISO Certification	Quality Assurance & Health, Safety, Environment Policies & Procedures	Security Plan	Security Tools/ equipment	Performance Report Formats
<b>Total Points</b>	Total 5	Total 10	Total 10	Total 15	Total 25	Total 10	Total 15	Total 5	Total 5
<b>Points Obtained</b>									

### **Technical Proposal - Weight age Point Rating Basis**

01	Market Presence	01 Point for each year of establishment.
02	Having local office in Faisalabad headed by a retired Army officer (Major / captain)	02 Point for Major ® and above. 01 Point for Captain ®
03	Financial Soundness	01 Point for each 100,000/= revenue generated every month during last 12 months.
04	Key Personals (Army official to get double marks)	Total supervisory workforce 5 (20 plus =5, 16-20=3, 11-15=2, 6-10=1) Total Security Guards 5 (200 plus=5, 151-200=4, 121-150=3, 101-120=2, less than 100=1)
05	Experience of Security Services	1.5 Point each year for more than 2 clients.
06	ISO 9001 : 2008 Certification	25 Points for Certified Organization
07	Quality, Health, Safety & Environment Policies & Procedures	10 Points for comprehensive Policies and procedures, Methodology, Approach & Organ gram
08	Security plans	3 points for Comprehensive security Plan of each organization having more than 70 workforces.
09	Security Tools, Equipment and weapons	1 point for each category of Modernized Security Tools, Equipment and weapons
10	Progress Reports Formats	5 Points for comprehensive Progress Reports Formats.

In "Section 05 - Experience of Security Services" Firms should secure minimum

60% marks, i.e. 9 points for prequalification.  
Only the technically qualified bidder on the basis of criteria above shall be eligible for opening of their financial bid.

**FINANCIAL PROPOSAL****FORM OF BID SUBMISSION:**

**Medical Superintendent  
Faisalabad Institute of Cardiology  
Faisalabad**

**Subject: SECURITY SERVICES FOR Faisalabad Institute of Cardiology  
Faisalabad**

**(Bidders are requested to fill in the blank spaces in  
this form of bid).**

Dear Sir,

Having inspected site and checked all local conditions affecting the works and having also examined all Bid documents including the instructions to bidders, General Conditions of Contract and Scope of Services, we the undersigned offer to provide Security Services in conformity with the Bid documents including Instructions to Bidder, General Conditions of Contract and Scope of Services for the total sums as specified in Financial Quotation agreed upon under the contract. We accept the above Bid documents as valid and binding including those parts not countersigned in fully by us. We confirm that we have satisfied ourselves about the site, services, climate, traffic and all other conditions which influence or may influence the works, and we do not require any clarification and additional information thereto and that we cannot raise any claim for not knowing them. We undertake to carry out such alterations, additions or curtailments of the works as may from time to time be determined and ordered in writing by the employer in accordance with the contract.

The rates and prices which we have quoted and all information and data attached with our Bid are complete and without any hidden technical or financial reservations or implications. They have been duly checked and are correct in every aspect.

The rates and prices entered in the Bid are firm and are inclusive of all cost of manpower, labor, equipment, custom duties, sales tax, surcharges, local & federal taxes, insurances, royalties, overhead and profit and all other direct and indirect costs related to and connected with the satisfactory execution of services.

We undertake if our Bid is accepted to sign the Agreement of Contract within fourteen (14) working days of the issue of the Letter of Award.

If our Bid is accepted we will furnish a Performance Bond from a scheduled

bank approved by the employer for the amount 10% of the bid amount.  
We agree to pay all costs towards the preparation of the Agreement of Contract.

We further agree to abide by this Bid for a period of (60) sixty calendar days from the date of opening of the Bid and it shall remain binding upon us for this period. Unless and until a formal agreement is prepared and signed, the Bid documents together with your written acceptance thereof shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any Bid, you may receive.

**Dated: This \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

Signature \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ bidder  
Duly

authorized to sign the Bid on behalf of:

**Name of bidder in block letter**

**Designation of the bidder:**

**Address:**

**In presence of:**

**Name of witness:**

**Designation of the witness:**

**Address:**

**FINANCIAL PROPOSAL**

**FORM OF BID REQUIREMENTS:**

<b>Subject</b>	<b>Provision</b>
1. Amount of Earnest Money in the form of CDR / Bank Guarantee.	02% of the bid amount in favor of Medical Superintendent FIC Faisalabad
2. Performance Bond (as per clause 6.10) Amount:  _____	10% (Ten Percent) of the bid amount at the time of signing of the contract.
Validity Period of performance bond.	Till end of Contract Period.
3. Surety for the proposed Performance Bond (state the name and address of the proposed scheduled bank from whom Performance Bond shall be obtained).	Any Scheduled Bank in Pakistan
4. Venue of arbitration	Faisalabad Institute of Cardiology, Faisalabad
5. Facility Manager's address for serving of notices	Medical Superintendent Faisalabad Institute of Cardiology, Faisalabad
6. Bidder's address for serving of notices	

**(Signature of bidder  
& Company Seal)**

**FINANCIAL PROPOSAL**

**FINANCIAL QUOTATION:**

For the services rendered under the scope of services, the Contractor shall be paid as under:

Monthly fee for Security Service at Faisalabad Institute of Cardiology Faisalabad includes charges of the labor, service, equipment and weapons as per Scope of Services.

**MONTHLY SERVICE CHARGES**

Total Monthly remuneration of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_)  
Only)

**Authorized  
Signature  
Name  
Company  
Official      Seal  
Date**

## FINANCIAL PROPOSAL

STAFFING PLAN ALONG WITH MONTHLY SERVICE CHARGES FOR  
PREFERABLY 03 SHIFT BASES (8 Hours Duty) & FOR PUBLIC HOLIDAYS  
ALL INCLUSIVE

S#	Category	No.
01	Supervisor (Retired Sub / N-Sub)	01
02	Male Ex Service Men Armed security Guards	19
03	Male Civilian trained Security Guards with arms	19
04	Security Guards Female	06 ( 03 morning and 03 evening)
	Total	45

**Note:**

- a. Contractor has to provide the details of security equipment including walk through gates (Security gates), weapons & employees.
- b. No. of human resource and the equipment / weapons can be changed according to the requirement of the FIC.
- c. Services will be provided around the clock (24/7) irrespective of the holidays.
- d. Age of security guards must be strictly fixed as, Ex Army not exceeding 60 years, Civilian trained guards minimum 23 year and maximum 50 years. All guards provided shall be character wise exemplary as per their discharge book and physically fit with minimum height 5'-8".
- e. Guards to perform duties in three (03) shifts bases round the clock, 08 hrs each shift.
- f. Practice of firing be conducted once in a month, without fail. Each firer to carry out fires with 5 rounds at least
- g. Security clearance to be carried out by Security Company and after security clearance one copy be provided to FIC for office record.
- h. Guards provided should be allowed to perform only 2 hrs over time . Company shall pay over time in accordance with Punjab Government labor laws. FIC authorities shall not be liable to pay over time to guards provided by private security company.
- i. Company awarded contract shall be able to provide QRF vehicles and shall also provide motorcycles for patrolling along boundary wall of FIC.



- j. All walk through gate (Security gates) shall be provided by Security Company.

**SCOPE OF WORK**  
**(TERMS AND CONDITIONS)**  
**OF TENDER OF SECURITY SERVICES**

The purpose of security assessment is to assist MANAGEMENT of FIC in the protection of working class, employees, staff, building, physical assets and visitors by identifying organizational strengths and weaknesses in their physical protection and security practices. The security assessment analyzes existing protocols, policies, and procedures, in addition to evaluating physical security vulnerabilities and threats. Findings are analyzed, evaluated, and written recommendations made to control these threats.

All security management programs should be developed using the security assessment concept. Security is a system concept which requires on-going training, monitoring, and swift attention to problem identification. The ultimate success of a security program will depend upon a renewed commitment by employer's administration to support this most important process.

The assessment should be designed to identify environmental deficiencies, hazards, and unsafe practices. The professional security assessment can serve as a tool in assisting management in developing their own self-assessment. New standards require collecting information about security deficiencies and providing corrective action to improve the environment of care.

**Circulation**

This document contains important security information, it is classified and confidential. You are requested to keep it under lock and key therefore when not actually in use, and please don't leave it unattended or make photocopies.

**AIM**

To provide the comprehensive security services to the Faisalabad Institute of cardiology, Faisalabad.

**Scope of Security Services**

1. Provide 24/07 and 365 Days Security Services to the entire facility of Faisalabad Institute of cardiology, Faisalabad
2. Develop, implement, maintain and evaluate a comprehensive facility wide Security Management program.
3. Identify, develop, implement and evaluate written policies and procedures that are designed to enhance security.
4. Assist Management in the development, implementation and review of departmental security policies and procedures.
5. Establish a system for reporting security occurrences and security hazards which involve employees, visitor, staff, and property to include a mechanism for the investigation, documentation, and review of security incidents and actions taken.
6. Review and monitor data to present to the management Committee for the

purpose of

Identifying trends and measure the effectiveness of the Security Management Plan on an annual basis.

7. Be familiar with regulations and resources provided by the various regulatory and private agencies that regulate business facilities.
8. Implement, train, and monitor propriety of security staff charged with enforcing the security policies, protocols, and procedures.
9. Develop policies and procedures for the Security Department to assure the Plan enhances the overall security operations of the facility.
10. Provide an identification system appropriate for employees, staff, vendors, and visitors.
11. Provide access control to various areas within and on the grounds to include access control to sensitive areas in the premises as deemed appropriate by the management.
12. Provide security to the facility Parking Plan to include employees, visitor, and staff access to the facility. The program should include traffic control at sensitive location. All parking rules and regulations should be enforced. (In consultation with CSO of FIC)
13. Cause the removal of person(s) and up to the arrest of anyone committing a crime or cause the necessary action to be taken for non-compliance of the policies and procedures as directed by CSO of FIC.
14. Maintain and enforce the security of various events and functions within the premises of FIC
15. To follow any other instructions with regard of security services as given by the Chief Security Officer of FIC.

#### **Criteria of Security Guards:**

1. Minimum height of Security guard 5'.8" (five feet and eight inches). Ex-army person upper age limit is 50 years and trained civilian security guard is 35 years. Lower age limit for civil security guards shall not be below 23 years. (Copy of the certificate from the authorized institute imparting training will be provided for each security guard).
2. **The applicant will provide 45 Security guards. Rates for each category clearly and legibly be mentioned for 8 hours shift. The Security firm offer should include the following categories:**
  - **Rates for Security Supervisor for three shifts with pistol and sufficient ammunition (EX-Army , Subedar / Naib Subedar/ preferably from Fighting Arm)**
  - **Rates of Ex-army armed guards with automatic suitable weapon and sufficient ammunition.**
  - **Rates for Ex - Para military/ police personnel with automatic suitable weapon and sufficient ammunition**
  - **Rates for trained civilian security guard and should not be involved in criminal litigation.**
  - **Rate for trained Lady security guards/Searcher.**
  - **Security guard should be medically fit and be well trained in handling of weapon / equipment.**

### **Miscellaneous Important Points**

1. Although the initial contract is of 45 persons (inclusive of 01 Supervisor) of categories mentioned above, however yet the number could be increased / decreased as per requirement of the institute.
2. The duration of the duty of each guard will be 08 (eight) hours on 3 shift basis preferably.
3. The security staff shall work under direct supervision / command of Chief Security officer (CSO). The place of duty will be decided by the CSO of the institute.
4. The CSO shall have the prerogative of asking the contractor to replace an individual within twenty four hours who is found slacking. Ill disciplined or otherwise not performing his duties to the satisfaction of the CSO.
5. Contractor will provide uniform as per the climatic conditions and will fulfill all other administrative / security requirements including arrangements for relief/rotation and transportation of security guards to the hospital. The Security Supervisors / Guards will be wearing company designed uniform at all the time. Designated guards will be carrying licensed automatic weapon and ammunition at all time.
6. Payment will be made on monthly basis. Certificate of last month salary payment to security guards will be provided to CSO by 10<sup>th</sup> of each month.
7. If any employee of firm is found to involve in bribery case, any loss, damage .theft to institution's property the security company/ Firm will be held responsible for it and recovery will be done by taking appropriate action against firm.
8. Security Services include to look after the following :-
  - i. The building of the hospital and stores all types.
  - ii. Instruments, equipments / furniture/ linen, vehicle, (All Assets).
  - iii. Gate keeping and controlling of the attendants at the main gates.
  - iv. Controlling of patient and public at the indoor gates / wards.
  - v. Controlling of exit and entry points of hospital.
  - vi. The guards will ensure that all moveable articles are intact; all hospital property in its premises is secured. The guards on duty will be alert and no article of significance is taken out without a written permission from the Management.. Every item taken out should be recorded in the register through gate pass copy.
9. Weapon License should be renewed to date and representative of the security company is required to produce the original on due date before Technical Advisory Committee.
10. The duty roster and place of deployment of already existing security guards of this hospital is prepared by chief Security officer of this institute and their monitoring is done by him. The duty roster, place of deployment and periodic checking of Guards of Security Company will also be done on the same pattern. The Chief Security Officer of this institute may change the duty roster, of any security guard if required. Both, Hospital security guards and private security guards will act independently and will remain under administrative control of CSO; however the private Security Guards will be supervised, rotate/relieved by security shift supervisor of Security Company.
11. In case of emergency or VIP visit Security Company will be responsible to provide extra security as and when deemed necessary.
12. The security staff will act according to law to protect the rights of patients and employees of the hospital and properties to the best of their abilities until arrival of police in case of any

emergency situation.

13. The Security Company shall ensure that security guards deployed, are having standard physical fitness and free from any contagious or infectious disease. If it is found that any of the security personal provided is unsuitable, he will immediately be replaced by the company.
14. The security guards deployed by the security company shall be trained and well experienced in the use of firefighting equipment and shall be able to handle such equipment in the event of occurrence of fire in and around hospital and hostels premises.
15. The Security staff shall ensure that under no circumstances the hospital both Hostels and Dr's Residences be left unguarded wholly or partially due to the sudden absence from duty of any security staff.
16. Your security staff will immediately intimate the Chief Security Officer of this institute in case of occurrence of any untoward incident, arousing suspicion or apprehension of theft or burglary or outbreak of fire or of movement of unauthorized persons in and around the hospital premises.
17. The Security Company shall be responsible for any loss or damage caused to moveable / immovable property by the negligence and / or misconduct of security personnel. Such loss or damage will be recovered from the Security Company.
18. The Security Company shall arrange for leave entitlement/ sickness/ weekly off guards without any extra cost. The officer in charge of Security Company will visit our office periodically to check duties / performance of guards and will co-ordinate all the security related matters with the management/CSO.
19. The payment of total charges for services rendered during a month taking into account, any deductions as is necessary, shall be made by the institute after the receipt of bill. The bill shall be raised by company at the last working day of the month for which the company has rendered the Service.
20. In case of any dispute the case will be referred to the Head of Institution, FIC and his decision will be final and binding on both the parties which cannot be challenged in any court of law.
21. The Security staff so employed be security wise cleared from special branch (Police) and certificate will be rendered by the security company.
22. Automatic and suitable weapons be provided with weapons fitness certificate which will be submitted every month duly signed by the head of the Security Company.
23. Lady Security guards must be well trained in security duties and preferably be Ex-Service women from Elite Force / Police. Lady Guards will carry out search of the material / handbags being carried by Ladies while visiting the premises and other security related tasks.
24. Trained Snipers with suitable automatic weapon and sufficient ammunition be provided.
25. Well trained CCTV staff with at least five years experience in the field be provided who can manage the CCTV Control room effectively.
26. A well reputed security company with 300 to 400 operational deployments at Faisalabad and having a functional Office headed by an Ex Army Officer at Faisalabad will be preferred in Technical Evaluation.
27. Security companies having experience of proving security services to hospital shall be preferred in technical evaluation.
28. Provision of food to the security guards at the duty station shall be the sole responsibility of Security Company, no on duty guard shall be employed for such duty.

29. In case of any strike carried out by security guards, the company shall be fine (penalty) with RS 200000/- (two lacks).
30. Uniform of security guards shall be of one standard; including the shoes. Company local representative shall be given 2x warnings in case of dirty / substandard uniform. After 2x warnings the company shall be fined (penalty) RS 2000/- for each security guard checked for not wearing proper / clean uniform.
31. Chief Security Officer can randomly check the serviceability of weapons provided to security guards. In case of substandard or unserviceable weapon checked by Chief Security Officer, company shall be fined with RS 5000/- per weapon.
32. Security Company shall provide 2x Wireless base station and 15x walky-talkies sets in operational condition to the security guards deployed at FIC.
33. Security Company shall provided, bettons / electronic stick to security guards to be used in case of emergency.
34. Final contract shall be signed between the owner and FIC Administration. No representative (s) shall be entertained.
35. 1x motorcycle shall be provided for patrolling purposes on the outer parameter of FIC / residences in each shift by Security Company.
36. Security companies / firms which have been passed/ registered by Health department Punjab shall be given preference in technical evaluation.
37. All companies shall be responsible / ensure that all labour laws as per Government of Punjab be implemented in true letter and spirits.
38. Owner of Security Company is bound to provide special power of Attorney to his local representative (s) properly registered in court of law, who shall interact with FIC Administration on his behalf.
39. Security company shall adhere to Punjab Government ordinance 2002 (Act 2004) for preparation of uniforms.
40. The Security Company shall be bound to provide quick reaction force vehicle on demand only, in case of any emergency.
41. The Security Company shall be bound to provide 3 x security gates (walk through gates) on following points:-
  - a. Emergency OPD
  - b. OPD Gate
  - c. Admin Gate

### **knockout criteria for outsource of Security Services**

1. Firm should have registered sub office in Faisalabad with sufficient manpower along with necessary equipment & infrastructure.
2. Satisfactory performance certificate at least for one year in a 250 beds or more government hospital or Provincial / Federal state own medical institution in last three years.
3. Bank statement showing a balance of amount Rs.5 millions or above.
4. Firm should be active tax payer having NTN and PNTN from PRA and also firm should be registered for EOBI and social security services.

Annexure-C

**TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To,  
(Name and address of Client / Purchaser)

Dear Sir,

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

We undertake, if our Proposal is accepted, to provide supply of \_\_\_\_\_ related to the assignment.

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

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

We remain,

Yours sincerely,  
Authorized Signature  
(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

**Annexure-E**  
**Format for Covering Letter**

To  
(Name and address of Purchaser)

Sub: \_\_\_\_\_.

Dear Sir,

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

**Authorized Signatures with Official Seal**



**Annexure-F****INSTRUCTION FOR PREPARATION OF SPECIAL POWER OF ATTORNEY**

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

**Format of Power-of-Attorney**

**SPECIAL POWER OF ATTORNEY**  
**(On Stamp Paper of RS 1200/- or Above)**

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

**(Signature)**  
**(Name, Designation and Address)**  
**Accepted**

**(Signature)**  
**(Name, Title and Address of the Attorney)**  
**Date:**

**Annexure-G**

**UNDERTAKING**

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

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_**

**Signature**

**(Company Seal)**

**In the capacity of**

**Duly authorized to sign bids for and on behalf of:**

**Annexure-H**

**AFFIDAVIT**

Integrity Pact

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

**Signature & Stamp**

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

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

**Annexure-I****TENDER SECURITY FORM**

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR(in figures \_\_\_\_\_) (in words \_\_\_\_\_).

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

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR(in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Purchaser,

upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document. Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

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

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

**Date this \_\_\_\_\_ day of 2019.**

**GUARANTOR**

**Signature**

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

**Name**

**Designation**

**Address**

## Annexure-J

**PERFORMANCE SECURITY**

**Issuing Authority:**  
**Date of Issuance:**  
**Date of Expiry:**  
**Claim Lodgment Date:**

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

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within seven working days of the receipt of the Acceptance Letter from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser, for a sum equivalent to Rs. \_\_\_\_\_ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee; THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Purchaser,

upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

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

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

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

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

Date this \_\_\_\_\_ day of 2019.

Designation

**GUARANTOR**

Signature

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

Name

Address