

EMPLOYEES' OLD-AGE BENEFITS INSTITUTION



TENDER DOCUMENT

ISSUED TO M/S _____

**SECURITY SERVICES ARE REQUIRED FOR
EOBI B&C-II OFFICE AND ITS 14 REGIONAL
OFFICES IN PUNJAB**

AT

**EOBI House, B&C-II Department
57-L Gulberg III, LAHORE.**

SECTION -1

INSTRUCTION TO BIDDER

SECTION - 1

INSTRUCTION TO THE BIDDER

Applicability of PPRA Rules 2004

This Bidding Process will be governed under PPRA Rules 2004, as amended from time to time.

1. Invitation to Bid

PPRA Rules to be followed

PPRA Rules 2004 will be strictly followed. These may be downloaded from PPRA's website.

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the PPRA Rules 2004.

1.1 Mode of Advertisement(s)

As per Rule 12(2), this Tender is placed online at the websites of PPRA and the EOBI as well as published in the Print Media / newspaper. The tender document is available in the office of Employees' Old-Age Benefits Institution B&C-II office, 57-L Gulberg III Lahore & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 2,000/-.

1.2 Type of Open Competitive Bidding

As per Rule 36(a), Single Stage – Single stage One Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). All bids received shall be opened and evaluated in the manner prescribed in the bidding document.

2. Bid Security

All bids must be accompanied by fixed amount of Bid Security (Earnest) Money i.e., Rs.300,000/- in shape of pay order/Demand draft from the schedule bank of Pakistan in favor of Employees' Old-age Benefit Institution and must be enclosed in Financial Proposal envelope. The complete bids as required under this tender document, must be delivered at EOBI B&C-II Office, 57-L Gulberg III Lahore, not later than 1100 hours on last date of submission of bids i.e. 24th of June 2024, late bids shall not be considered. The bids shall be publicly opened in the Committee Room of Employees' Old-Age Benefits Institution, Ground Floor of 57-L Gulberg-III Lahore, on same date @ 1130 hours. In case the last date of bid submission falls

in / within the official holidays / weekends of the EOBI, the last date for submission of the bids shall be the next working day.

The bidder shall submit bids which comply with the Bidding Document. **Alternative bids and options shall not be considered.** The attention of bidders is drawn to the provision of this tender document Clause regarding “**Determination of Responsiveness of Bid**” and “**Rejection / Acceptance of the Tender**” for making their bids 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

Qadeer Ahmed Chaudhary

Dy. Director,

B&C-II Department

eobibandc2@gmail.com

EOBI House 57-L Gulberg III Lahore.

Secondary Contact

Muhammad Abubakr Saleem

Assistant Director

B&C-II Department

eobibandc2@gmail.com

EOBI House 57-L Gulberg III

Lahore.

3. Tender Eligibility/Qualification Criteria

Eligible Bidder is a Bidder who:

- 3.1 Is a registered company under SECP
 - 3.1.1 has valid Registration of National Tax Number (NTN) & Punjab Sales Tax (PST if applicable)
 - 3.1.2 Has submitted bid for complete requirement and relevant bid security. Non- compliance of the same shall cause rejection of the bid;
 - 3.1.3 Has not been blacklisted by any of Provincial or Federal Government Department, anywhere in Pakistan.

3.2 Minimum Eligibility Criteria For Qualifying The Financial Bids

Bidding will be conducted under National Competitive Bidding pursuant to “Single stage one envelope procedure” as per Rule 36(a) of Public Procurement Rules 2004 and is open to those firms who completely meet the following minimum eligibility criteria:

- 3.2.1 The bidders must be registered with Tax Authorities (Income Tax/Sales Tax, etc.)
- 3.2.2 The bidders must have valid Clearance / Registration Certificate from Ministry of Interior, Provincial Home Department/s and Pakistan Banker's Association (PBA).
- 3.2.3 The bidders should provide documented evidence of completing 03 similar assignments of providing at least 50 Security Guards in any one instance.
- 3.2.4 The bidders should have minimum 05 (five) years' experience of providing services of Security Guards preferably to financial or comparable institutions.
- 3.2.5 The bidders should possess valid Group Life & Disability Insurance for their Security staff from reputed Insurance Company.
- 3.2.6 The bidder must be registered with EOBI /PESSI /relevant authorities.
- 3.2.7 Certificate from Bidder on Bond Paper of Rs. 50/-, that bidders must comply of all prevailing laws/Statutes of Pakistan.
- 3.2.8 The bidder should have at least an average revenue of Rs.20 million per annum during the last 5 years.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement. Noncompliance will lead to disqualification.

4. Tender Cost

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

5. Examination of the Tender Document

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

6. Clarification of the Tender Document

The Bidder may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

7. Amendment of the Tender Document

- 7.1 The EOBI 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).

- 7.2 The EOBI shall notify the amendment(s) in writing to the prospective Bidders as per PPRA Rules 2004.
- 7.3 The EOBI may, at its discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-27 of PPRA Rules 2004.

8. Preparation / Submission of Tender

- 8.1 The Bidder must submit bid for complete requirement given in this document.
- 8.2 The Tender and all documents relating to the Tender, exchanged between the Bidder and the EOBI, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 8.3 The Financial Proposal shall comprise the following:
- 8.3.1 Financial Proposal (**Annexure-A**)
 - 8.3.2 Details of Security Guards/supervisor (**Annexure-B**)
 - 8.3.3 **Bid Security (Earnest Money), as per provisions of the clause Bid Security of this document.**
- 8.4 The Tender shall be delivered at the EOBI's office, not later than 1100 hours on last date of submission of bids. No late bid shall be accepted.

9. Tender Price

- 9.1 The quoted price shall be:
- 9.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
 - 9.1.2 in Pak Rupees;
 - 9.1.3 inclusive of all taxes, duties, levies, insurance, etc.;
- 9.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

10. Bid Security (Earnest Money)

- 10.1.1 A bank draft equal to an amount of Rs.300,00/- (fixed).
- 10.1.2 It shall be denominated in Pak Rupees and placed in financial bid envelope.
- 10.1.3 It shall be in the form of Demand Draft / Pay Order in the name of the Employees' Old-Age Benefits Institution and;

- 10.1.4 Have a minimum validity period of one hundred and Eighty (180) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 10.2 The Bid Security shall be forfeited by the EOBI, on the occurrence of any / all of the following conditions:
 - 10.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or
 - 10.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or
 - 10.2.3 If the Bidder, having been notified of the acceptance of the Tender by the EOBI during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

11. Tender Validity

The Tender shall have a minimum validity period of One Hundred Eighty (180) days from the last date for submission of the Tender. The EOBI may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Bid security.

12. Modification / Withdrawal of the Tender

- 12.1 The Bidder may, by written notice served on the EOBI, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 12.2 The tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

13. Opening of the Tender

- 13.1 Tenders (Technical Bids) shall be opened at 1130 hours on the last date of submission of bids i.e. 24th of June 2024, in the presence of the Bidder(s) who wish to be present, as per provision of Rule-36(a) of PPRA Rules, 2004. In case the last date of bid submission falls in / within the official holidays / weekends of the EOBI, the last date for submission of the bids shall be the next working day.
- 13.2 The Bidder's name, modifications, withdrawal, attendance of the Bidder and

such other details as the EOBI may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

14. Clarification of the Bid.

The EOBI shall have the right, at its exclusive discretion, to require, in writing, further information or clarification of the Bid submitted by bidder. 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 sole discretion of the EOBI

15. Correction of errors / Amendment of Tender

15.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

15.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Tender Price entered in the Tender Form, the amounts in words shall govern.

15.1.2 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.

15.1.3 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.

15.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder.

16. FINANCIAL PROPOSAL EVALUATION

16.1 Bid price shall be inclusive of all duties, taxes, expenses and contributions etc. In case of any exemption of duties and taxes made by the Government in favor of the EOBI, the contractor shall be bound to adjust the same in the Financial Proposal.

16.2 The EOBI will not be responsible for any erroneous calculation of said taxes/levies and all differences arising out as above shall be fully borne by the Successful Bidder. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Letter of Intent (LOI)/Work Order till termination of the signed contract in this regard.

17. Rejection / Acceptance of the Bid

- 17.1 The EOBI shall have the right, at its exclusive discretion, to increase/decrease the number of Security Guard without any change in unit prices or other terms and conditions. The EOBI may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The EOBI shall upon request communicate to any bidder, the grounds for its rejection of bid or proposal, but shall not be required to justify those grounds. The EOBI shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-33 of PPRA Rules 2004. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 33 of PPRA Rules 2004).
- 17.2 The Tender shall be rejected if it is:
- 17.2.1 Bid submitted without relevant bid security; or
 - 17.2.2 subjected to interlineations / cuttings / corrections / erasures / overwriting;
or
 - 17.2.3 the Bidder refuses to accept the corrected Tender Price; or
 - 17.2.4 the Bidder has conflict of interest with the EOBI; or
 - 17.2.5 the Bidder tries to influence the Tender evaluation / Contract award; or
 - 17.2.6 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
 - 17.2.7 the Bidder fails to meet any of the requirements of Tender Eligibility / Qualification Criteria;
 - 17.2.8 the Bidder has been blacklisted by any public or private sector organization;
 - 17.2.9 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.
 - 17.2.10 The Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.
 - 17.2.11 Non-submission of verifiable proofs against the mandatory qualification and eligibility related requirements.
 - 17.2.12 If the rates quoted by vender are not workable or on higher side etc.

18. Award Criteria

- 18.1 The contract will be awarded to the most advantageous bid.

19. Acceptance Letter

EOBI shall issue Acceptance Letter/Work Order to the successful Bidder, at least 15 days after announcement of bid evaluation reports (Ref. Rule-35 of PPRA Rules, 2004) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

20 Redressal of grievances by the EOBI

- 20.1.1 The EOBI has constituted 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.
- 20.1.2 Any bidder feeling aggrieved by any act of the EOBI after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 20.1.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 20.1.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 20.1.5 Any bidder not satisfied with the decision of the committee of the EOBI may lodge an appeal in the relevant court of jurisdiction.

SECTION – 2

SCOPE OF WORK

SECURITY SERVICES
SECTION - 2

2 **SCOPE OF WORK**

The scope of work under the contract is to manage, operate and maintain a security system in and around the premises of EOBI HOUSE B&C-II Department at 57-L Gulberg III, Lahore and its 14 Regional Offices located within the jurisdiction of Punjab province, round-the-clock, without any break, 24 hours a day throughout the period of the contract.

The Contractor shall be required to **visualize** the threat and formulate a plan to meet the security requirement of the building and its occupants. The plan would incorporate all reasonable precautions to ensure that the employees of all owner/tenant organizations, their visitors, vehicles, the plant & equipment, the premises and other interests and assets of the property remain safe and sound at all times.

The scope of work shall include but shall not be limited to the following major responsibilities.

- a. Checking of all human traffic and materials from security point of view that may be brought in or taken out of the building. This will with the consultation of the EMPLOYER'S REPRESENTATIVE, include a properly designed entry / exit system for human traffic and a gate pass system for the movement of materials. Nothing shall be allowed to leave or be taken out from the building without prior permission of authorized representatives of the Employer.
- b. Safe guarding the premises from fire or similar hazards that may be created through an internal and external situation.
- c. Ensuring authorized use of the Car Parking in and around the building.
- d. Removal of any posters or banners on the Instructions of EOBI management that may be put-up inside or along the perimeter fence of the building for any reason or purpose.
- e. Keeping an eye on all visitors and checking unnecessary loitering, movie making, Publishing or advertising goods, gathering and preventing from doing uncivic activity inside the building and seating of persons in the building.
- f. Taking cognizance of all security matters and immediately reporting any unusual incident to the EMPLOYER'S REPRESENTATIVE.

SECTION - 3

GENERAL CONDITIONS
OF CONTRACT

3.01. GENERAL CONDITIONS OF CONTRACT

- a) “EMPLOYER” means the “EOBI” having its registered office at EOBI House, B&C-II Department 57-L Gulberg III, Lahore.
- b) “EMPLOYER’S REPRESENTATIVE” means Deputy Director General (B&C-II) or any person designated by the Employer to act on behalf of the EMPLOYER in all matters arising out of the contract.
- c) “CONTRACTOR” wherever used shall mean the bidder/tenderer whose offer has been awarded the work of Security Management Services at the EOBI House, B&C-II Department 57-L Gulberg III, Lahore and its 14 Regional offices located within the jurisdiction of Punjab.
- d) “CONTRACT” means the Contractual Agreement between the EMPLOYER and the CONTRACTOR for execution of Security Management Services.
- e) “CONTRACT PRICE” means the total price of all equipment, manpower, supervision and services and all costs in connection with the fulfillment of all conditions and performance under the CONTRACT.
- f) “WORKS” means Security Management Services at EOBI House, B&C-II Department 57-L Gulberg III, Lahore and its 14 Regional offices located within the jurisdiction of Punjab, includes all supplies and performance which are to be executed by the CONTRACTOR in accordance with the CONTRACT.

3.02. EXTENT OF CONTRACT

- a) The CONTRACT comprises the execution and performance of the security management services as detailed elsewhere in the contract documents.
- b) And except in so far as the contract otherwise provides the provision of all manpower, materials, equipment and everything whether of incidental nature required in and for such execution, supervision and management, so far as the necessity for providing the same is specified in or can reasonably be inferred from the CONTRACT.

3.03. PERIOD OF CONTRACT

The period of contract as measured from the date of commencement of work shall be **two year** extendable for another period depending upon the satisfactory services on the rates mutually agreed terms and conditions.

3.04. **AGREEMENT OF CONTRACT**

Within fourteen (14) days after the issue of letter of Award/Work order, the successful bidder is required to sign an Agreement of CONTRACT with the EMPLOYER, failing which the work could be awarded to the next bidder.

3.05. **COMMENCEMENT OF WORKS**

The CONTRACTOR shall commence the works maximum within 30 days from the date of signing of the Agreement of Contract with the EMPLOYER.

3.06. **EARNEST MONEY**

The CONTRACTOR must submit a pay order of **five percent** of the yearly contract value in favor of “EOBI”, which will be refunded to the unsuccessful bidders after approval of bids.

3.7. **RETENTION MONEY**

5% of the amount of each bill will be retained as security, which will be refunded on the completion of the contract after satisfactory completion & no dues certificate from the General Administration Department, EOBI Head Office, Karachi.

3.8. **Submission of Monthly Bill.**

- a) The Contractor shall submit his monthly Bills to the employer’s representative during 1st week of every month for the services carried out during the preceding month.
- b) The employer’s representative shall have the power to make necessary adjustments in the Bill on account of shortages of manpower, bad performance or due to any other default obligations to be provided by the CONTRACTOR, under the contract.
- c) The employer’s representative may make any correction or modification in any previous Bill which may have been certified by him and shall have the power to withhold any bills if the services or any part thereof are not being carried out to his satisfaction.
- d) The Contractor shall not be entitled to any claim on account of escalation in cost of labour & materials during the currency of the contract. However, the financial impact of increase in the minimum wage (if any) amended by the Punjab Government after signing contract, during the currency of the contract will be borne by employer/EOBI. Accordingly, proportionate of the incidental charges due to such increase in minimum wages like difference of monthly EOBI & PESSI Contributions etc. will also be borne by the employer (EOBI).
- e) The payment of CONTRACTOR’S monthly Bill shall be made by the employer to the Contractor within 15 days from the date of receipt of Bill from the Contractor subject to the fitness of bill for payment.

- f) The monthly bill shall be accompanied by proof/evidence of payment of minimum wages to the employees/workers deployed in EOBI and the proof/evidence of EOBI contribution &PESSI contribution deposited with EOBI & PESSI on behalf of employees.

3.09. **ASSIGNMENT OF SUBLETTING**

The CONTRACTOR shall not assign the whole of the contract or any part thereof or any benefit to interest therein or thereunder without the prior written consent of the EMPLOYER.

3.10. **PROTECTION OF WORKS AND MATERIALS**

The Contractor shall be responsible for any damage caused by his operatives or agents to the buildings, complete Plants and Systems, works being executed under this contract, or the contents of the buildings, and shall make good such damage at his sole expense.

If he does not do it, then the Employer will get it completed at its cost and the same shall be recovered from any dues to the Contractor.

3.11. **ESCALATION**

No escalation in cost whatsoever on any account guard and performance shall be payable to the CONTRACTOR for any item of works and all rates will remain fixed during the period of the contract.

3.12. **LABOUR AND RELATED CONDITIONS**

The CONTRACTOR shall make his own arrangements for the engagement of all labour. The CONTRACTOR shall at all times during the continuance of the CONTRACT conform in all respects with and carry out all obligations imposed on him by the provisions and requirements of any Law and of any Regulations or orders of any Government (Central, Provincial or local) or any authority which may be applicable including any such Law, Regulation or Order passed or made or coming into force after the date of the CONTRACTOR'S Tender.

3.13. **PROTECTION OF EXISTING INSTALLATIONS**

The Contractor shall be responsible for protection of existing installations including building, equipment, machinery, fittings, fixture, furnishing etc. and shall be solely responsible for making up any damage caused by his manpower/staff to any of the existing installations whether of temporary or permanent nature.

3.14. **INDEMNIFICATION BY CONTRACTOR**

The CONTRACTOR shall indemnify and keep indemnified the EMPLOYER in respect of all claims, damages, compensations or expenses payable in consequence of any accident

or injury sustained by any workman or other person, whether in the employment of the CONTRACTOR or not, while in or upon the said work or at the site of the same and the EMPLOYER shall not be bound to defend any claim brought under the Workman's Compensation Act or any other act of the Law of State.

3.15. **REMOVAL OF WORKMEN**

If the Employer is not satisfied with the working of any employee of the contractor, he shall have to be removed by the contractor within 07 days' time.

3.16. **SETTLEMENT OF DISPUTES**

If, any dispute shall arise as to the interpretation of this Contract or any matter or thing there from or in connection therewith, for the settlement whereof no other express provision has been made in this Contract thereupon either party giving notice of dispute, to the other the same shall be settled first by Deputy Director General (B&C-II), and then by DG/Chairman of the Institution and their decision will be Final and binding on the contractor.

3.17. **TERMINATION**

The EMPLOYER shall have the right to terminate the Contract wholly or partly by Giving a notice of 30 days to the CONTRACTOR and to invoke/forfeit the retention money of the CONTRACTOR if.

- a) In the opinion of the EMPLOYER'S REPRESENTATIVE the contractor's performance is unsatisfactory.
- OR
- b) The CONTRACTOR fails to abide by any of the conditions of the contract or the instructions of the EMPLOYER'S REPRESENTATIVE.

3.18. **PAYMENT FOR WORK DONE BY THE CONTRACTOR.**

Monthly payment will be made to the contractor for the services as against the monthly bills, submitted by the contractor and certified by the employer's representative. Monthly payment will be made after the deduction of income tax (as per government rules) and such other deductions i.e. those on account of shortage of manpower, performance of guards and due to non-wearing of uniforms etc. as per the relevant provisions of the contract.

The monthly payment shall be made to the CONTRACTOR subject to submission of the following supporting documents and attendance sheet dully verified by Regional offices and conditions of contract.

- a) Attendance sheet of guards duly verified by representative of B&C-II Department and regional offices for the billing month.

- b) Details of salary paid to employees through cheques along with evidence.
- c) Document showing payment of Monthly contribution of EOBI and PESSI.
- d) Satisfactory Certificate from employer's representative regarding wearing of proper uniform by the contractor site staff.

3.19. **INCOME TAX AND OTHER TAXES/DUTIES ETC**

- a) The CONTRACTOR shall be responsible for the payments of all Pakistani income tax, Sale tax, etc. and other taxes/levies on income arising out of the contract and the rates and prices stated in Tender Prices shall be deemed to cover all such taxes, which will be deducted at source from the bills.
- b) The CONTRACTOR shall pay directly royalties, rent and other payment or compensation (if any) for getting any materials, plant, equipment, tools and instruments required for the works.
- c) Any element of Federal, Provincial or local duty or tax inherent in the price of locally procured items shall be deemed to be included in the rates and prices stated in the priced tender and Schedule of Prices and will not be separately reimbursable.

3.20. **FORCE MAJEURE**

Any delay in or failure of performance of the CONTRACTOR or in fulfillment of any obligation by the EMPLOYER, hereto shall not constitute default hereunder or give rise to any claim for damages if and to the extent such delay or failure of performance is caused by occurrence beyond the Control of the party affected including: natural calamities, acts of war, rebellion or sabotage or damage resulting therefrom, fire or explosions, accidents, breakdown, riots, commotion, strikes (excluding the strike of the employees of the CONTRACTOR) epidemic or any other causes whether or not of the same class or kind as those specifically stated above, which are not within the control of the party affected and which by the exercise of reasonable diligence the party affected is unable to prevent.

3.21 **SPECIAL OBLIGATION OF THE CONTRACTOR.**

- a) The Contractor shall ensure to pay the salaries to his workers/employees not below the minimum wage of unskilled workers announced by the Punjab Government from time to time regularly by cross cheque payee A/C within 1st week of closure of each month positively. If the contractor fails to make payment to its employees/workers by 7th of each month the employer's representative and on the rate mentioned herein before, may on receipt of such written complaint by the employees pay the salaries to the employees/workers of the contractor and the amount so incurred by the employer's representative, shall be deducted from the bill of the contractor. if the contractor is late in making payments to its workers for any two (02) months, the employer's representative may terminate this contract.

- b) The Contractor shall liaise and coordinate with the other contractors working at the site so that the performance of his and other contractor's work is not affected in any way.

If any dispute and difference arises between the Contractors working at the site, the same shall be referred to the employer's representative in writing, whose decision shall be treated as final, conclusive and binding on both the parties.

- c) The Contractor shall be responsible and shall make good any loss, damage, theft and pilferage during the period his employees are working in the premises of the building and for which their responsibility is proved.
- d) The Contractor shall sign the inventory for all existing plants installed at the building. Any loss or damage shall be the responsibility of the contractor.
- e) The Contractor shall ensure that the manpower once provided would not be ordinarily changed from the site.
- f) The Contractor shall make himself available to the employer's representative whenever asked for and shall reply all communications issued within two days of their receipt.
- g) The Contractor shall get registered with EOBI under EOB Act, 1976 & Punjab Social Security within one month after commencement of agreement, if already not registered and will pay the monthly contributions as per applicable law.
- h) The CONTRACTOR shall ensure that the Manpower once provided would not be ordinarily changed from the site. The CONTRACTOR shall submit the resume data of each guard which shall contain the following basic information:
 - i. Guard name & Father name
 - ii. Date of Birth
 - iii. Age
 - iv. National Identity card number
 - v. Army number (if any)
 - vi. Marital status
 - vii. Designation in the company
 - viii. Present address
- i) The contractor shall pay EOBI contribution & PESSI contribution in respect of all its employees deployed with EOBI and submit proof thereof with monthly bill/invoice submitted by him to the EOBI.

3.22 **PROVISIONS AND DEPLOYMENT OF MANPOWER**

The provision and deployment of security guards would be based on the requirements of the building in the initial stage, the following minimum manpower would be provided by the CONTRACTOR which may be subject to change at any subsequent stage, at the discretion of the EMPLOYER.

<u>B&C-II office</u>	<u>Shift-A</u>	<u>Shift-B</u>
i. Armed Guard with Metal Detector	01	01
<u>Regional Office in Punjab</u>	<u>Shift-A</u>	<u>Shift-B</u>
i. Lahore South Region. (Armed Guards)	01	01
ii. Lahore North Region. (Armed Guards)	01	01
iii. Lahore Central Region. (Armed Guards)	01	01
iv. Mangamandi Region. (Armed Guards)	01	01
v. Sahiwal Region (Armed Guards)	01	01
vi. Sheikhpura Region (Armed Guards)	01	01
vii. Gujrat Region (Armed Guards)	01	01
viii. Gujranwala Region (Armed Guards)	01	01
ix. Rahim Yar Khan Region (Armed Guards)	01	01
x. Multan Region (Armed Guards)	01	01
xi. Bahawalpur Region (Armed Guards)	01	01
xii. Shahdara Region (Armed Guards)	01	01
xiii. Muzaffargarh Region (Armed Guards)	01	01
xiv. Sialkot Region (Armed Guards)	01	01

b) **QUALIFICATIONS OF GUARDS**

The qualification of the guards to be employed at the site shall be as under:-

- i. All ex-servicemen should be recruited for this contract.
- ii. Discharged from army on completing their service with exemplary character remarks.
- iii. Physically and mentally alert.
- iv. All in the age not more than 45 years.

- c) The CONTRACTOR shall be responsible for first rate performance of all security management services under the provisions of this Contract. He shall maintain the required work force of most efficient, honest, able bodied and experienced persons as per Schedule mentioned herein-above. These employees shall work for and on behalf of the CONTRACTOR and by no means they will be treated as employees of the EMPLOYER. The hiring and firing of employees is the exclusive responsibility of the CONTRACTOR, who alone will be competent to take disciplinary action, if needed against them.

d) **SHIFT HOURS**

The Security Management Services shall be carried out on the basis of **two shifts** of 12 hours each per day. The shift timings as well as the strength of staff for each shift shall be as under.

e) **INDENTIFICATION OF CONTRACTOR'S EMPLOYEES**

The CONTRACTOR shall arrange the identification cards for his employees on its own. The specimen of the card shall be approved by the EMPLOYER'S REPRESENTATIVE.

f) **MEDICAL FITNESS CERTIFICATE**

The CONTRACTOR shall submit medical fitness certificate of all the guard.

g) **WEARING OF UNIFORMS**

While being present within the premises of the Building in connection with the rendering of security management services all the employees of the CONTRACTOR shall always wear proper and clean uniforms (approved by the EMPLOYER'S REPRESENTATIVE) to be provided to them by the CONTRACTOR at his own cost. For the purpose of identification, the uniforms shall carry prominently the name of the CONTRACTOR

h) **PROVISION AND MAINTENANCE OF EQUIPMENT**

i. **Surveillance Equipment**

To ensure an effective check on vehicular and human traffic, the CONTRACTOR shall make use of surveillance equipment, metal detector, explosive detector etc. if and when desired by the EMPLOYER on an agreed remuneration. The details and type of equipment and its usage will be provided to the EMPLOYER for its review and approval. (One Metal detector for each location to be provided by Contractor).

ii. **Maintenance of Equipment**

The CONTRACTOR shall be responsible to ensure that all equipment used by him for the performance of his services is serviceable and in order at all times. If and when equipment should get out of order, the CONTRACTOR shall immediately replace such equipment to ensure continuity of good service at all times.

i) **CHECK ON IN-COMING AND OUT-GOING PERSONS AND MATERIAL**

- i. Security guards will be required to keep an eye over all incoming and outgoing persons and material.
- ii. Nothing of the building material, equipment and fittings etc. shall be allowed to be taken out of the building premises without authorized gate pass, to be issued by the EMPLOYER'S REPRESENTATIVE.
- iii. Ensure proper working of the firefighting system installed at EOBI Head Office.

j) CO-ORDINATION WITH OTHER CONTRACTORS

The CONTRACTOR shall liaise and coordinate with the other CONTRACTORS working in the building so that his and their performance is not affected in any way.

If any dispute and differences arises between the CONTRACTORS working at the site, the same shall be referred to our Engineer EOBI in writing. If aggrieved by his decision then the matter will be referred to the Head of Real Estate Division whose decision will be treated as final conclusive and binding on both the parties.

k) COMPLAINT REGISTER

The CONTRACTOR shall be required to maintain a complaint register in order to record the complaints of the building users as well as the response of its staff in attending to those complaints. The register will be submitted to the EMPLOYER'S REPRESENTATIVE as and when required.

l) PERFORMANCE OF THE CONTRACTOR

The performance of the CONTRACTOR will be judged both in respect of quality of services as well as the availability of equipment and the presence of the CONTRACTOR'S staff at the site for rendering of services as per the contract. If the CONTRACTOR's performance is sometimes found not satisfactory that will be intimated by the EMPLOYER and in the billing some amount may be deducted from their monthly bill.

BID PRICE

FOR

Charges for security Management Services and operation and Maintenance with all related equipment and system as specified in the Tender on all days shall be as under:-

Monthly Total = Rs. _____

Total for two year = Rs. _____

In words.
(Rupees _____ Only)

The monthly total and two (02) year total shall be inclusive of all local, provincial & Federal levies, taxes as well as EOBI contribution & PESSI contribution as per law. The contractor shall also be liable to pay minimum wages to all the workers/employees deployed with EOBI as per minimum wages of unskilled worker announced for Islamabad Capital territory. The financial impact of increase in minimum wages (if any) during the currency of contract will be borne by employer (EOBI).

Signature of the Contractor: _____

Name of the Contractor: _____

Address: _____

Ph. No. _____

Fax No. _____

E-Mail No. _____

Seal: _____

SECURITY SERVICES
SCHEDULE OF MANPOWER AND PRICES
EOBI B&C-II OFFICE AND ITS FOURTEEN (14) REGIONAL OFFICES

Deployment of Staff		A-Shift	B-Shift	TOTAL	Charge Rate per employee (to be Quoted by the Tenderer) Rs.
		7 AM to 7 PM	7 PM to 7AM		
2	Armed Guards with Metal Detector (B&C-II Office) Lahore	01	01	02	
4	Regional Offices (Armed Guards) with metal detector	14	14	28	
TOTAL		15	15	30	

Note:

The employer (EOBI) can reduce or increase number of security guards but not beyond 15% of the total number of security guards stated above, as per the provisions of the Public Procurement Rules, 2004.

Signature & Seal of the Tenderer

Minimum Eligibility Criteria For Qualifying The Financial Bids

Bidding will be conducted under National Competitive Bidding pursuant to “Single stage one envelope procedure” as per Rule 36(a) of Public Procurement Rules 2004 and is open to those firms who completely meet the following minimum eligibility criteria:

- ✓ The bidders must be registered with Tax Authorities (Income Tax/Sales Tax, etc.)
- ✓ The bidders must have valid Clearance / Registration Certificate from Ministry of Interior, Provincial Home Department/s and Pakistan Banker’s Association (PBA).
- ✓ The bidders should provide documented evidence of completing 03 similar assignments of providing at least 50 Security Guards in any one instance.
- ✓ The bidders should have minimum 05 (five) years’ experience of providing services of Security Guards preferably to financial or comparable institutions.
- ✓ The bidders should possess valid Group Life & Disability Insurance for their Security staff from reputed Insurance Company.
- ✓ The bidder must be registered with EOBI /PESSI /relevant authorities.
- ✓ Certificate from Bidder on Bond Paper of Rs. 50/-, that bidders must comply of all prevailing laws/Statutes of Pakistan.
- ✓ The bidder should have at least an average revenue of Rs.20 million per annum during the last 5 years.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement. Noncompliance will lead to disqualification.