

**Punjab Tourism for Economic Growth Project
Planning and Development Board
Government of the Punjab**



BIDDING DOCUMENT

FOR

HIRING OF SECURITY GUARD SERVICES

Dated: March 4, 2020

DISCLAIMER

The information contained in this Bid document or subsequently provided to applicants, whether verbally or in written form by or on behalf of Punjab Tourism for Economic Growth Project (PTEGP), P&D Board shall be subject to the terms and conditions set out in this Bid document.

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts / drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.



INVITATION FOR BIDS (IFBs)

Punjab Tourism for Economic Growth Project, Planning & Development Board, Government of the Punjab invites sealed bids from eligible firms to perform the following services:

Description	Bid Security Amount within 5% of Estimated Cost
Hiring of Security Firm for PTEGP, P&D Board	PKR=36,000/-

2. A complete set of bidding documents may be obtained immediately after publication of the advertisement by interested bidders on the submission of a written application to the Project Management Unit (PMU) Punjab Tourism for Economic Growth Project (PTEGP) or may be downloaded from PTEGP website.
3. Bids must be submitted on or before **24th March, 2020 at 11:00 AM** and must be accompanied by a bid security *IN THE FORM OF BANKERS CHEQUE/PAY ORDER/DEMAND DRAFT/BANK CALL DEPOSIT IN FAVOUR OF PROGRAM DIRECTOR, PUNJAB TOURISM FOR ECONOMIC GROWTH PROJECT P&D BOARD.*
4. Bids will be opened in the presence of bidders' representatives who choose to attend **on 24th March, 2020 at 11:30 AM** in the office of Project Manager, Punjab Tourism for Economic Growth Project P&D Board, Lahore.
5. The bidders are requested to give their best and final prices as no negotiations are accepted.
6. The bidders are required to submit the bid on **single stage single envelope procedure** as defined in the PPRA 2014.
7. The deduction, at source, of all relevant taxes at the prescribed rates is applicable.
8. The advertisement may also be browsed from PPRA and PTEG websites i.e. www.ppra.punjab.gov.pk and www.ptegp.punjab.gov.pk.

Project Manager
Punjab Tourism for Economic Growth Project,
Planning & Development Board
175-A, Upper Mall Scheme, Lahore
Ph: 042-99332607-8
www.ptegp.punjab.gov.pk

TERMS & CONDITIONS

Punjab Tourism For Economic Growth Project (hereinafter referred to as “Client”) invites sealed bids from eligible and experienced, income tax & sales tax registered firms / companies (hereinafter referred to as “Firm”) for the specified services as per Annex-A (hereinafter referred to as “services”).

1. General:

- 1.1 Any offer not received as per terms & conditions of the tender enquiry is liable to be ignored. No offer shall be considered if:
 - a) received without bid security
 - b) it is received after the time and date fixed for its receipt
 - c) not signed & stamped by authorized person on each page of tender document
 - d) the offer is ambiguous
 - e) Valid NOC from Home Department Govt. of the Punjab not provided
 - f) the offer is received by fax or e-mail
 - g) the offer is from a black listed firm
 - h) offer received with shorter validity than required
 - i) the offer is not conforming to specifications indicated in the tender documents
 - j) any additional terms & conditions added by the Firm
 - k) any conditional offer
- 1.2 Only Income & Sales tax registered firms / companies and registered with Home Department Govt. of the Punjab are eligible to participate in the tender.
- 1.3 Bid will remain valid for a period of 90 days from the date of opening the tender. Contract will be enforced initially for a period of one year which may be extended with mutual consents of both parties (Client and Firm) up to maximum of three years. No escalation in rates will be permissible during contract period but at the time of extension rate may be negotiated and finalized with mutual consent of both parties.
- 1.4 The cover envelop must indicate particulars of tender and date of opening. The envelopes must be properly sealed.
- 1.5 The Firm must indicate their National Income Tax No. / Sales Tax No. / circle of Income Tax Department.
- 1.6 The Firm must indicate the registration number issued by Home Department, Govt. of the Punjab.
- 1.7 Offered rates will be monthly basis as detailed at Annex-A and shall be inclusive of all taxes.
- 1.8 Order will be issued by PTEG after the approval of Competent Authority.
- 1.9 The Security Agency shall provide arms guards with uniforms having valid weapon license.

2. Time Period

The Firm will have to depute the guards immediately after signing of the contract. Firm(s) for the period of one (1) year extendable for satisfactory performance.

3. Cancellation / Penalty of Delay:

- 3.1 In case, Firm fails to execute the contract in accordance with the terms & conditions laid down in the tender document, bid security will be enashed and penalty @ double of per day cost will be imposed.

4. Payment Schedule:

- 4.1 The contractor will submit the monthly invoice of security services on or before 5th of the month.
- 4.2 The payment will be made within 10 days after receipt of invoice from the firm after deduction of all applicable taxes.

5. Bid Security:

- 5.1 Bid security Rs.36,000 of the estimated price will be furnished in the form of Pay Order / Bank Draft / CDR from a scheduled bank in favor of Project Manager, Punjab Tourism for Economic Growth Project, Planning & Development Board.
- 5.2 Bid security of unsuccessful Firms shall be refunded on the finalization of the Tender whereas the bid security of successful Firm shall be refunded after signing of contract agreement.
- 5.3 The bid security shall be forfeited if:
 - a. The acceptance of work order is not received within one week of issuance of work order.
 - b. The offer is withdrawn, amended or revised.
 - c. The Firm fails to execute the contract strictly in accordance with terms and conditions of tender document.

6. Deduction of Taxes:

Any taxes (if applicable) will be deducted while making payment as per Government Rules / Instructions/ Notifications. The firm will provide the bid price inclusive of all applicable taxes.

7. Dispute:

In case of any dispute before or after the execution of contract, matter will be resolved as per PPRA Rules-2014/Arbitration Act of Pakistan and place of arbitration is in Lahore.

8. Technical Evaluation Criteria:

- 9.1 Proof of ownership/directorship by the applicant.
- 9.2 Company / Firm Certificate of Registration (name of relevant registration entity where the firm is legally registered).
- 9.3 NTN & PRA registration certificates.
- 9.4 Registration of Security guards with EOBI and Social Security.
- 9.5 Any other relevant information with documents in addition to the above that the Firm may like to furnish in support of their application.
- 9.6 Minimum of 10 years of experience in security services with Govt. Sector, Corporate Sector and multinational companies.
- 9.7 List of same kind of work/assignment in last three years. (Attached work order)

- 9.8 Valid Registration license issued by Home Department Govt. of the Punjab.
- 9.9 Minimum wage rate certificate as per Govt. of Punjab directives.
- 9.10 Minimum 1000 security guards (ex-service); details with service number is required.

09. Bid / Tender opening procedure:

- 10.1 As per PPRA Rules 2014, single stage one envelopes bidding procedure shall be adopted.
- 10.2 The firms/companies not fulfilling the technical evaluation criteria shall be rejected.

10. Other terms & conditions

- 10.1 Company will be bound to arrange the security guards within three days after signing of contract agreement.
- 10.2 Security services are based on 1 x 12 hours shifts for a total of 24 hours and in case of guard's absence the company would be bound to provide immediate replacement.
- 10.3 Employees of Security Company should have group insurance and company must be registered with EOBI and social security. Any other benefit provided by the Company would be considered as an edge.
- 10.4 In case of an emergency the company needs to have adequate resources available to provide back up at desired location(s).
- 10.5 Company should have its own RESPONSE UNIT SERVICES in order to deal with any untoward situation.
- 10.6 Background / personal verifications of the employees through relevant agencies is mandatory.
- 10.7 The upper age limit for guards is 50 years.
- 10.8 Guards must be trained for firefighting/Civil Defense.
- 10.9 Detail of weapon in use and their licenses are to be provided.
- 10.10 Any other scientific solution for enhancing security measures would be considered as an edge.
- 10.11 Rates should be quoted for armed guards.
- 10.12 Company shall also provide Explosive Detector, Hand Held Detector and Mirror for vehicle inspection (as per location and demand).
- 10.13 Company shall also ensure periodic checks of guards deployed at various locations to ensure quality service at all times.

- 10.14 Company will be fully responsible in case of misconduct caused by the security personnel.
- 10.15 Compulsory remittance of EOBI, ESSI and insurance premium against each individual will be made by the service provider.
- 10.16 Evidence of remittance of insurance premium will be submitted on award of security contract.
- 10.17 Payment will be made on monthly basis by Project Management Unit (PMU) through cross cheque.
- 10.18 Responsibility of managing leave of the security guards shall rest with the service provider.
- 10.19 The service provider will be responsible to get each guard medically examined by a registered medical practitioner and provide medical certificate regarding medical fitness of each guard employed. The company shall also provide character certificates of each guard with verified antecedents.
- 10.20 Guards provided by the company should fall within the age limits of 22-45 years. The guards should be professionally trained and be capable to handle emergent situation / tasks including but not limited to mob control, bomb blast, firing, earthquakes and events of fire etc.
- 10.21 Availability of additional guards (if so required) shall be ensured within 24 hours.
- 10.22 In case of any casualty (injury and / or death) of any security guard, while discharging his duties at the Project Management Unit (PMU), the security company will be responsible to settle the financial assistance to compensate the individual or his family and Project Management Unit will have no liability on that account.
- 10.23 The PTEG may increase or decrease the number of Security Guards as per requirement.
- 10.24 The PTEG may depute the Security Guards anywhere within the city as per company requirement.
- 10.25 The PTEG may provide the accommodation to the security guards, however it is the prime responsibility of Security Agency to arrange the accommodation for the security guards at his own expense.
- 10.26 The company should possess valid licenses of automatic weapons and shall provide at least two automatic weapons along with other weapons on required basis.

- 10.27 The security company must have its Head office or branch office at Lahore and must be a service provider at Lahore. (Documentary proof of office location and at least one documentary proof relating to service provider at Lahore is required to attach).
- 10.28 It is the basic requirement that the security company is / has comply minimum salary requirement of per month per guard, according to the minimum wage rate by Government of the Punjab. (Salary slips of security guards and supervisors or an undertaking on the latter head of the bidder dually signed and stamp by the authorized person clearly mentioning the requirement must be attached).
- 10.29 Successful firm will deposit 5% of performance security before singing of contract agreement in shape of Bank guarantee.

Firm Information	
Name of Firm/Company	
Complete Postal Address	
Phone	
Contact Person / Designation	
Cell Number	
E-Mail	
Fax Number	
National Tax Number	
GST Number	

(Annex-A)

Sr.#.	Office/Address	1 st Shift (12 Hours)	2 nd Shift (12Hours)	Total
1.	Punjab Tourism For Economic Growth Project, Planning & Development Board 175-A, Upper Mall Scheme, Lahore	01	01	02

Note: Besides above mentioned premises, security guards may be employed in more numbers temporarily as per requirement.

Financial Proposal (Inclusive of All Applicable Taxes)

Sr. #	Office/Address	No. of Guards	Rate Per Security Guard Per Month (Inclusive of all applicable taxes)	Total Amount of 2 Nos Security Guards Per Month (Inclusive of all applicable taxes)
1.	Punjab Tourism For Economic Growth Project, Planning & Development Board 175-A, Upper Mall Scheme, Lahore	02 Nos. (One for each shift)		
Total Amount of one year (2 guards) inclusive of all taxes.				

Project Manager
Punjab Tourism for Economic Growth Project,
Planning & Development Board
175-A, Upper Mall Scheme, Lahore
Ph. No. 042-99332607-8

Affidavit of Bidder

(*On 100 Rupee Stamp Paper)

As owner of M/s. _____

I/We accept the terms and conditions as laid down in tender form and advertisement notice. I/We shall also observe all the rules/regulations framed by Government of the Punjab regarding the services, mentioned in the attached list from time to time.

**SIGNATURE
WITH STAMP OF THE
FIRM**

Date: _____

CONTRACT FOR HIRING OF SECURTIY AGENCY/GUARDS

BY AND BETWEEN:

Punjab Tourism for Economic Growth Project

AND

M/S _____

Dated: March , 2020

This Contract for Hiring of Security Agency/ Guards (hereinafter called the "Contract") is made on XX-XXXXX-XXXXX

Punjab Tourism For Economic Growth Project, Planning and Development Board, having office at 175-A, Upper Mall Scheme, Lahore,

Represented by _____, as authorized representative;

Hereinafter referred to as the **“Client”** or **“PTEGP”**;

AND

M/S _____ having office at _____

_____ ,
Pakistan.

Represented by Mr. _____ bearing CNIC # _____

_____, as authorized representative;

Hereinafter referred to as the **“Service Provider”**;

Hereinafter referred to individually as a **“Party”** and collectively as the **“Parties”**.

WHEREAS:

The Client has requested the Service Provider to provide certain Security Guards. The Service Provider mandated by the Client having required resources and agrees to provide the said services according to the terms and conditions as defined under the present Contract. As a consequence to the above, the Parties hereby agree to enter into the Contract as follows:

NOW THEREFORE the Parties hereby agree as follows:

CLAUSE 1 - DEFINITIONS

For the purposes of this Contract, the following capitalized words and phrases shall have the meaning specified herein below:

“Client” means PTEGP;

“Contract” means the contract entered into between M/s _____ and PTEGP;

“Invoice” means the invoice prepared and submitted to the Client, in accordance with Clause 10.1 hereunder, against services rendered by the Service Provider under this Contract.

“Taxes” means corporate income tax, zakat, tax on dividends remitted to head office, tax on profit after tax, VAT, turnover tax, GOSI, social security tax, personal income tax, and any taxes, sales taxes, stamp duties, surtaxes and withholding tax of any nature, present or future, that shall be levied on the Service Provider as per applicable laws of the land.

CLAUSE 2 - CONTRACTUAL DOCUMENTS

The present Contract is composed of the following:

- The present document
- The following Appendices of the Contract:
 - Appendix A: Description, Duration and Schedule of the Services
 - Appendix B: Financial Conditions

CLAUSE 3 - PURPOSE OF THE CONTRACT

Under the Terms and Conditions of this Contract, the Client proposes to the Service Provider, to carry out the Services as defined under Clause 4 below (hereinafter referred to as the “Services”).

The purpose of the Contract is to define the scope of the Services, the conditions of their performance and the related consideration.

CLAUSE 4 - NATURE OF THE SERVICES

4.1 Scope of the Services

The purpose of the Services is to provide Security Guards.

The Services are defined in Appendix A.

4.2 Location of the Services

The Services shall be carried out generally as per direct instructions provided by the Client. The Parties agree that the Client will be able to ask for the execution of the Services immediately following the signature of the Contract by both Parties.

CLAUSE 5 - MODIFICATION OF THE SERVICES

In the event the Client is obliged to modify the Services in their content, their objectives, their duration or their scheduling, the Service Provider agrees and undertakes to modify the performance of the Services according to the new requirements.

CLAUSE 6 - APPOINTMENT OF REPRESENTATIVE

The Client and the Service Provider shall appoint a representative in charge of the coordination and monitoring of the performance of the Services.

At the date of signing this Contract, the Client appoints the following as Client’s representative:

Mr. _____

Mobile: _____

Email: _____

At the date of signing this Contract, the Service Provider appoints the following as its representative:

Mr _____,

M/S _____

Mobile: _____

Email: _____

The Client and the Service Provider may appoint alternate representatives for the coordination and monitoring of the performance of the Services upon written notification to the other Party.

CLAUSE 7 - OBLIGATIONS OF THE SERVICE PROVIDER

7.1 Quality of Service

The Service Provider undertakes to perform the Services and carry out its obligations with all due diligence and efficiency in accordance with generally accepted professional techniques and practices, and the laws and regulations in force that are applicable to the performance of the Services. The Service Provider undertakes while performing the Services and carrying out its obligations to observe sound management practices, to employ appropriate advanced technology and safe methods.

7.2 Local Law

The Service Provider is reminded that he must comply with local laws and regulations. In addition, the Service Provider shall always behave in a manner consistent with local standards, sensitivities and habits, so as to avoid causing trouble in Pakistan.

Any non-compliance with the above provisions shall be considered as a substantial breach of Contract and therefore shall lead to an immediate repatriation and termination of Contract at the expense of the Service Provider.

CLAUSE 8 - OBLIGATIONS OF THE CLIENT

8.1 The Client shall make payments to the Services provider as per Appendix B.

8.2 The Client shall not be held responsible for any liability arising out of this contract between the Client and any third party and the Service Provider shall be solely responsible for such liability.

CLAUSE 9 - PRICE

9.1 In consideration for the performance of the Services, the Client shall make payments to the Service Provider as per Appendix B for his Services commencing from xx-xxxx-xxx, 2016 to October xx-xxx-xxx, 2017, according to clause 10 and to the schedule of payment defined in Appendix B.

9.2 The price stated as Appendix B includes the Service Provider's costs, supplies, and obligations of any kind including.

It is understood that the price stated in Clause 9.1 includes all applicable taxes, the contributions for insurance and end of service benefits, and no other payments, whatsoever, shall be made to the Service Provider.

9.3 The rate per Security Guard quoted for the total mentioned number of Security Guards. In case of any increase or decrease in number of Security Guards, their rate shall be calculated on proportionate basis.

CLAUSE 10 - PAYMENT

10.1 Invoicing and Payment

The Service Provider shall be paid not later than thirty (30) Days from the end of the month of receipt of invoice in the manner described hereunder according to the schedule presented in Appendix B, which shall be as per actual.

The Service Provider shall provide with each invoice:

- i. A breakdown of any and all elements that prove the reality and the content of the Services performed according to this Contract;
- ii. An acknowledgment slip duly signed by the user of the services, acknowledging rendition of services;
- iii. A summary of the Services performed; and

10.2 The Client shall release from the amounts owed to the Service Provider for the performance of the Services under this Contract through payment made against an invoice.

CLAUSE 11 - BUSINESS ETHICS

The Service Provider acknowledges and agrees that:

- (i) any and all payments received by it in connection with any project as fees, commissions, compensations or any other amounts whatsoever paid in accordance with this Contract (hereinafter referred to as the "**Sums**") shall constitute the Service Provider's sole and exclusive remuneration with respect to the Services rendered by the Service Provider;

- (ii) in no event shall the Sums received or to be received by the Service Provider under the present Contract at any time be either directly or indirectly paid to, promised to or used to purchase a gift for any Public Official in order that the Public Official perform or restrain from performing an act in accordance with his function, mission or office or in a manner facilitated by his function, mission or office, in relation to any project.

The Service Provider agrees that it shall not, in order to obtain or retain business or other improper advantage in the conduct of international business:

- (a) offer, promise, or give any Public Official any gift, present, consideration, commission or advantages of any kind whatsoever at any time, either directly or indirectly, in order that the Public Official perform or restrain from performing an act in accordance with his function, mission or office or in a manner facilitated by his function, mission or office for the execution of the present Contract; or
 - (b) consent to any solicitation without right, at any time, either directly or indirectly, from a Public Official to pay or give to him / her any gift, consideration or commission in order that the Public Official perform or restrain from performing an act in accordance with his function, mission or office or in a manner facilitated by his function, mission or office to use his/her influence;
 - (c) Exert or utilize any form of corruption or any unlawful influence to secure the award of any project;
- (iii) The Service Provider shall ascertain and guarantee that the provisions provided for in paragraph (ii) hereinabove shall be agreed to and respected by any person, corporation or entity to whom the Service Provider may pay back directly or indirectly the Sums received under the present Contract or a portion thereof;

The Service Provider shall hold harmless and indemnify the Client against any and all claims which may arise from the Service Provider's infringement of the rules described in paragraphs (ii) and (iii) hereinabove.

Any violation of the provisions of this Clause entails immediate and full termination of this Contract without the Service Provider being able to claim any indemnity from the Client due to such termination.

CLAUSE 12 - TAXES AND DUTY

12.1 The Service Provider shall be fully responsible for any tax or duty related to the performance of the Services in Pakistan under applicable laws of the land.

CLAUSE 13 - EFFECTIVENESS AND DURATION OF THE CONTRACT

This Contract shall come into force upon its execution by the Parties.

The duration of this Contract is from _____ to _____ or such other duration necessary for the performance of the Services defined in this Contract and agreed upon by the Parties.

The termination of the Contract for any reason whatsoever shall not give right to compensation in favour of the Service Provider.

CLAUSE 14 - OBLIGATION TO COLLABORATE

The Parties shall cooperate with each other in order to perform the Services of this Contract, and shall act in good faith in exercising their rights and performing their obligations under this Contract. The Parties declare that they shall not use any means that would prevent or make more difficult the execution of the obligations of each Party under this Contract.

CLAUSE 15 - RELATIONS BETWEEN THE PARTIES

This Contract under no circumstances create or imply a partnership, the creation of any entity having a separate legal personality, a principal-agent relationship, an employer-employee relationship or a third party beneficiary, other than the contractual relation defined in this Contract.

CLAUSE 16 - TERMINATION

The Parties may terminate the Contract as follows:

16.1 Termination by the Client:

The Client may terminate the Contract with a notice of Thirty (30) days without assigning any reason.

The Client may terminate the Contract if the Service Provider does not remedy a failure in the performance of its obligations under this Contract, within two (2) days after being notified by registered mail, and without prejudice to any claim for damages that could be made by the Client to the Service Provider.

In the event of a breach of Clauses 7 (Obligations of the Service Provider) and 17 (Confidentiality), the Client shall be entitled to immediately terminate the present Contract, without any prior notice being necessary.

In case of early termination for default of the Service Provider, the Service Provider shall not be entitled to any remuneration (other than the Remuneration provided in Clause 9 hereinabove for the Services rendered during the period before the termination date).

16.2 Termination for Default of Payment:

The Service Provider may terminate the Contract with written notice of 30 Days.

CLAUSE 17 - CONFIDENTIALITY

17.1 The Service Provider undertakes to keep strictly confidential any information that the Service Provider gets from the Client in any manner and the information the Client supplies before, during and after the performance of this Contract, and any information that the Service Provider has access to under this Contract.

17.2 The Service Provider undertakes, in addition, to keep, even after the termination of the Contract, the absolute secret on the Client's business, and not to disclose to anyone, even to the Client's agents who are not directly concerned by the project, information, notes, maps, neither any information on the business, process and results of operations that it had directly or indirectly acknowledged in respect with the present Contract.

CLAUSE 18 - ASSIGNMENT OF THE CONTRACT

This Contract is executed taking into consideration the technical skills and experience of the Service Provider. The Service Provider shall personally meet all of its obligations as set out in this Contract and shall refrain from assigning, sub-letting or transferring any of its duties under this Contract without the Client’s prior written approval.

CLAUSE 19 - LANGUAGE OF THE CONTRACT AND APPLICABLE LAW

This Contract, prepared in English, shall be executed and interpreted according to Pakistani law.

CLAUSE 20 - RESOLUTION OF DISPUTES

All disputes, claim or controversy arising in connection with this Contract that cannot be settled amicably between the Parties within thirty (30) Days after one Party has received from the other Party written notice, shall be finally and exclusively settled by arbitration in Lahore, Pakistan in the English language under the Arbitration Act of 1940 of Pakistan by one arbitrator appointed in accordance with the said Act.

CLAUSE 21 - GENERAL PROVISIONS

21.1 Notification

Every notice to be given under this Contract shall be in writing and either delivered by hand or sent by facsimile or by registered mail.

The address of each Party for the service of notices shall be as set out in the front page of the Contract (unless or until that address is changed by notice given under this clause).

Notice shall be deemed delivered upon receipt if delivered by hand, upon confirming advice of transmission and receipt if a facsimile copy is delivered by facsimile, and upon receipt if delivered by registered mail.

Any notice or other writing required or permitted to be given under this Contract or for the purposes of this Contract to any Party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or email to:

Project Director
Punjab Tourism for Economic Growth Project
Office Address: _____
Lahore, Pakistan.
Email: _____

Mr _____,
_____,

Email: _____

21.2 Entire Contract

This Contract supersedes any and all relevant negotiations and any oral and written Contracts made previously and constitute the entire Contract between the Parties relating to the provision of the Services.

21.3 Modifications

This Contract may be amended, modified, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by each Party, or, in the case of a waiver, by the Party waiving compliance.

21.4 Severability

Should one or more provisions of this Contract be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected and the Parties shall in good faith restate the affected provision in a manner that it shall (a) respect the spirit of the affected provision in consideration of the whole Contract between the Parties and (b) be in compliance with applicable laws and regulations.

21.5 Waiver

The failure by a Party to enforce any provision of this Contract shall not be treated as a waiver of that provision, nor shall it affect the right of that Party subsequently to enforce that provision.

21.6 Interpretation

The headings to clauses contained in this Contract are inserted for convenience only and they do not form part of or affect the interpretation of this Contract.

In this Contract use of the singular includes the plural, use of the masculine includes the feminine and vice versa, according to the context.

In the event of any conflict between any provision of this Contract and its Appendices, the provision of the former shall prevail.

21.7 References

No press releases, public announcements or use in any list of references regarding the Client's name, the Services or this Contract will be made without obtaining the Client's prior written approval.

21.8 Penalties

In case of any violation of any provision of the Contract by the Service Provider, the Client shall be entitled to hold the Service Provider liable for any loss incurred to it because of such act of the Service Provider, monetary, reputational or otherwise. Moreover, the Service Provider shall also be held liable to pay liquidated damages of 100% of the value of the Contract.

Provided that for the purposes of this calculation of value of the Contract under this Clause, maximum sums paid to the Service Provider for the services rendered to the Client in any month under this Contract shall be considered as value of the Contract.

Provided further, that if the Service Provider does not provide quality and timely services, the Client may ask someone else from the open market to perform such services and hold the Service Provider responsible under this Clause and also hold Service Provider responsible to pay any difference between the sums paid against services so acquired and the sums agreed upon between the Parties.

21.9 Holidays

There is no provision of holiday, all security guards of both shift will perform duty on public holidays and off days.

For and on behalf of

The Client

Punjab Tourism for Economic Growth Project

Witness

Signature: _____ Signature: _____

—

Name: _____ Name: _____

Title: _____ Title: _____

CNIC: _____ (Seal)

Address: _____

—

For and on behalf of

The Service Provider

M/S _____

Witness

Signature: _____ Signature: _____

—

Name: _____ Name: _____

Title: _____ Title: _____

—

CNIC: _____ (Seal)

Address: _____

—

APPENDIX A - DESCRIPTION, DURATION AND SCHEDULE OF THE SERVICES
DESCRIPTION OF THE SERVICES - SCOPE OF WORKS

Name: M/S _____

Scope of Services: Provide services as Service Provider for the PTEG, all in accordance with the Terms of Reference for the project.

- a. Company will be bound to arrange the security guards within three days after signing of contract agreement.
- b. Security services are based on 1 x 12 hours shift (24 Hours Total) and in case of guard's absence the company would be bound to provide immediate replacement.
- c. Employees of Security Company should have group insurance and company must be registered with EOBI and social security. Any other benefit provided by the Company would be considered as an edge.
- d. In case of an emergency the company needs to have adequate resources available to provide back up at desired location(s).
- e. Company should have its own RESPONSE UNIT SERVICES in order to deal with any untoward situation.
- f. Background / personal verifications of the employees through relevant agencies is mandatory.
- g. The upper age limit for guards is 50 years.
- h. Guards must be trained for firefighting/Civil Defense.
- i. Detail of weapon in use and their licenses are to be provided.
- j. Any other scientific solution for enhancing security measures would be considered as an edge.
- k. Rates should be quoted for armed guards.
- l. Company shall also provide Explosive Detector, Hand Held Detector and Mirror for vehicle inspection (as per location and demand).
- m. Company shall also ensure periodic checks of guards deployed at various locations to ensure quality service at all times.
- n. Company will be fully responsible in case of misconduct caused by the security personnel.
- o. Compulsory remittance of EOBI, ESSI and insurance premium against each individual will be made by the service provider.

- p. Evidence of remittance of insurance premium will be submitted on award of security contract.
- q. Payment will be made on monthly basis by Project Management Unit (PMU) through cross cheque.
- r. Responsibility of managing leave of the security guards shall rest with the service provider.
- s. The service provider will be responsible to get each guard medically examined by a registered medical practitioner and provide medical certificate regarding medical fitness of each guard employed. The company shall also provide character certificates of each guard with verified antecedents.
- t. Guards provided by the company should fall within the age limits of 22-45 years. The guards should be professionally trained and be capable to handle emergent situation / tasks including but not limited to mob control, bomb blast, firing, earthquakes and events of fire etc.
- u. Availability of additional guards (if so required) shall be ensured within 24 hours.
- v. In case of any casualty (injury and / or death) of any security guard, while discharging his duties at the PTEG, the security company will be responsible to settle the financial assistance to compensate the individual or his family and PTEG will have no liability on that account.
- w. The PTEG may increase or decrease the number of Security Guards as per requirement.
- x. The PTEG may depute the Security Guards anywhere within the city as per company requirement.
- y. The company should possess valid licenses of automatic weapons and shall provide at least two automatic weapons along with other weapons on required basis.
- z. The security company must have its Head office or branch office at Lahore and must be a service provider at Lahore. (Documentary proof of office location and at least one documentary proof relating to service provider at Lahore is required to attach).
- aa. It is the basic requirement that the security company is / has comply minimum salary requirement of per month per guard, according to the minimum wage rate by Government of the Punjab. (Salary slips of security guards and supervisors or an undertaking on the latter head of the bidder dually signed and stamp by the authorized person clearly mentioning the requirement must be attached).

APPENDIX B - FINANCIAL CONDITIONS
Financial Proposal (Inclusive of All Applicable Taxes)

Sr. #	Office/Address	No. of Guards	Rate Per Security Guard Per Month (Inclusive of all applicable taxes)	Total Amount of 2 Nos Security Guards Per Month (1X12) (Inclusive of all applicable taxes)
1.	Punjab Tourism For Economic Growth Project, Planning & Development Board 175-A, Upper Mall Scheme, Lahore	02 Nos (One for each shift)		

Project Manager
Punjab Tourism for Economic Growth Project,
Planning & Development Board
175-A, Upper Mall Scheme, Lahore