

**STANDARD FORM OF BIDDING DOCUMENTS
FOR**

Non-Consultancy Services

**MAJOR HEAD: HIRING OF SECURITY SERVICES FOR
PESHAWAR DEVELOPMENT AUTHORITY HAYATABAD
PESHAWAR**

Under

**National Competitive Bidding (NCB)
(In line with KPPRA Guidelines)**

**Chief Security Officer
PDA Commercial complex Phase-V, Hayatabad Peshawar
Phone: 091-9217007**

INSTRUCTIONS TO BIDDERS

Note: Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully for filling the Bidding Documents properly in order to become responsive.

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INSTRUCTIONS TO BIDDERS (ITB)

(Note: These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the contract is signed.)

1. Scope of Bid

- 1.1 Peshawar Development Authority, Peshawar Khyber Pakhtunkhwa, invites bids for **Hiring of Security Services for Peshawar Development Authority Hayatabad Peshawar** and associated services as specified in the Schedule of Requirements along with Technical Specifications and related services incidental thereto meet the requirement of PDA Khyber Pakhtunkhwa with Bid Reference Number for the procurement activity as mentioned in **Bid Data Sheet (BDS)**.
- 1.2 Means of communication for the bidders will be true and original signed copies of documents and letters to be submitted either in person or through registered post/courier service with proof of receipt. Phone, fax, telex and email can be used only for information/inquiry purposes.

2. Source of Funds

- 2.1 The client as mentioned in the **Bid Data Sheet (BDS)**

3. Eligible Bidders.

- 3.1 This Invitation for Bids (IFB) is open to all eligible firms/bidders/service providers in Pakistan for supply of such services as mentioned in the **Bid Data Sheet (BDS)** and more specifically described in the Schedule of Requirement of the bid solicitation documents.

- 3.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.
- 3.3 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.
- 3.4 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Procurement entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bid solicitation Documents ; or
 - (b) Submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 14.6 of these Standard Bidding documents. or
 - (c) are or have been dis-qualified in any of tendering process due to being found involved in conflicting relations and duly being established.
- 3.5 Bidders shall provide such evidence of their continued s satisfactory to the Procurement Entity (P.E), as the P.E shall reasonably request.

4. Corruption and Fraud.

- 4.1 The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as *“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”*
- 4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

5. Eligible Goods and Services.

- 5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Khyber Pakhtunkhwa in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services that are required for the this IFB.

6. Cost of Bidding.

- 6.1 The Bidding Documents will be available from the date of publishing of the IFB and will be available up to the period as mentioned in the **Bid Data Sheet**. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be

responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The Bidding Procedure

7. The Governing Rules.

- 7.1 The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014.

8. Applicable Bidding Procedure.

- 8.1 The bidding procedure is governed by Rule 14 (2) b “Single-Stage Two-envelop tendering” Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services (KPPRA Rules, 2014.) Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.
- 8.2 The bidding procedure prescribed in the Bid Data Sheet above is explained below:

Two Envelope Procedures

- i. The bid shall comprise 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; technical proposal is to determine the technical strength and consideration of the eligibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.
- iv. the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;
- v. the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- vi. during the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
- viii. 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 bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective Bidders; and

The bid found to be the lowest evaluated bid shall be accepted.

The Bidding Documents

9. Contents of the Bidding Documents

- 9.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bid solicitation Documents include:
- a) Instructions to Bidders (ITB)

- b) Bid Data Sheet (BDS)
- c) Evaluation Criteria
- d) List of Required Goods (BOQ)
- e) Terms and Conditions
- f) Technical Specifications & Ancillary Services

9.2 The “Invitation for Bids (IFB)” is not a formal part of the Bid solicitation Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bid solicitation Documents listed in 9.1 above, the Bidding Documents shall take precedence.

9.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in all respect shall be at the Bidder’s risk and may result in the rejection of its bid.

10. Clarification(s) on Bidding/Bid Solicitation Documents.

10.1 A prospective Bidder requiring any clarification(s) on the Bid solicitation Documents may notify the Procuring Agency in writing at the time of pre-bid meeting on date mentioned in Notice Inviting Tender. The Procuring Agency shall respond in writing to any request for clarification(s) of the bid solicitation documents, which it receives not later than Five (05) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bid solicitation Documents.

11. Amendment(s) to the Bidding/Bid Solicitation Documents.

11.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, whether in a Pre-Bid Meeting to be held on a date specified in the **Bid Data Sheet (BDS)** may modify the Bid solicitation Documents by amendment(s).

11.2 All prospective Bidders that have received the Bid solicitation Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.

11.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

Preparation of Bids

12. Language of Bids.

12.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, and submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

13. Documents comprising the Bids.

- 13.1 The Bid shall comprise the Bid Forms of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms.
- 13.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics as specified in the **Bid Data Sheet (BDS)**, ancillary services that the bidder is willing or required to provide along with the proposed price.

14. Bid Price.

- 14.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods/services, it proposes to supply under the Contract.
- 14.2 Form prescribed for quoting of prices is to be filled in very carefully and typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.
- 14.3 The Bidder should quote the prices of goods according to the technical specifications as provided in this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.
- 14.4 The Bidder is required to offer a competitive price which must include all the taxes, duties, prescribed price and any other price as mentioned in the **Bid Data Sheet (BDS)** where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties, etc.
- 14.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.
- 14.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional or alternate offer shall also be considered as non-responsive Bid.
- 14.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

15. Bid Currencies.

- 15.1 Prices shall be quoted in the currency as mentioned in the **Bid Data Sheet**.

16. Samples.

- 16.1 The Bidder shall provide samples(if required) of quoted goods and as such their associated services along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in these bid solicitation Documents. However, the procuring entity shall determine the time and date for provision of such samples, if any& where required by it, will be called later at the time of technical evaluation of bids.

17. Documentation on Eligibility of Bidders.

- 17.1 Bidder shall furnish, as part of its bid, the Bid Form provided in the Bid Solicitation Documents as specified in the **Bid Data Sheet (BDS)**, establishing

the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

17.2 Technical Bid Proforma provided in the Bid solicitation Documents for the preparation of Technical Bids by the bidder to be submitted with quotations as specified in **Bid data Sheet (BDS)**.

17.3 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder as defined under ITB Clause 3 of these Standard Bidding documents above.

18. Documentation on Eligibility of Goods.

18.1 The Bidder shall furnish, as part of its bid, the Bid Form provided as in the Standard Bidding Documents as specified in the **Bid Data Sheet (BDS)**, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

19. Bid Security.

19.1 The Bidder shall furnish, as part of its bid, a Bid Security to the extent of a percentage of the total bid value as mentioned in the **Bid Data Sheet (BDS)**. Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids & subsequent submission of performance guarantee by the successful bidder.

19.2 The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the performance security/guarantee.

19.3 The bid Security may be forfeited:

- a) if a Bidder withdraws its bid during the period of bid validity; or
- b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a Performance Security/Guarantee for the duration of the contract.

20. Bid Validity.

20.1 Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a period shorter than the one prescribed in the Bid Data Sheet (BDS) shall be rejected by the Procuring Agency as non-responsive.

20.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

20.3 Bidders who,-

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

21. Format and Signing of Bids.

- 21.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.
- 21.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document.
- 21.3 The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid form.
- 21.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 21.5 Any tempering, illegitimate inclusion or exclusion in any part of the Bid solicitation Documents shall lead to disqualification of the bidder.

Submission of Bids

22. Sealing and Marking of Bids.

- 22.1 The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal both the proposals/bids in separate envelopes. The said two envelopes shall then be sealed in an outer envelope.
- 22.2 The inner and outer envelopes shall:
 - (a) Be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
 - (b) Bid Reference No. Indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” the time and the date specified in the **Bid Data Sheet (BDS)** for opening of Bids.
- 22.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as “**non-responsive**” or “**late**”.
- 22.4 If the outer as well as inner envelope is not sealed and marked as required by the ITB Clauses 22.1 to 22.3 above the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

23. Deadline for Submission of Bids

- 23.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the **Bid Data Sheet (BDS) or NIT**. Bids received **later than the time and date specified in the Bid Data Sheet will stand summarily rejected**.
- 23.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 11 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 23 shall be rejected and returned unopened to the Bidder.

25. Withdrawal of Bids

25.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for opening of the bids.

25.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 19 above.

26. Bid Provisions

26.1 The security personnel should be well trained for such like activities. The Contractor/Firm shall be responsible to provide proper uniform/Personal protective equipment/tools and equipment to the hired staff duly approved by the Client. The client will be requiring the security personnel mentioned in the BOQ, which may vary according to demand as mentioned in the BOQ, which can be extended according to the nature of work.

26.3 On special events/occasions/public holidays, the contractor will provide security personnel if required, for which, the client will pay no extra charges.

26.4 The supplier will arrange minimum two supervisory staff, on the suppliers cost, for supervising field activities and for liaison with PDA.

26.5 The Contractor/Firm must ensure the arrangement of personnel (as desired) at the designated place(s) as and where demanded by the Chief Security officer, PDA or PDA.

26.6 In case of any fine/penalty imposed by the law enforcing authorities, the PDA will not bear any responsibility for payment of penalties/fines. This will be the wholly solely responsibility of the Contractor/Firm.

26.7 The Client shall not be responsible for any human loss/injury due to accident or any natural cause to Contractor personal. The Client shall not be made party to any legal act/proceedings/compensations occurring due to these aforementioned reasons.

26.8 The Contractor/Firm shall be responsible for maintaining the log books of Client vehicles duly endorsed by Client representatives.

26.10 The Contractor/Firm will ensure working of security personnel for not less than 08 hours per day or as directed by client.

27. Applicable Min. Wage Act

The quoted labor rate for hiring of security personnel should in accordance to Khyber Pakhtunkhwa Payment of Wage Act 2013 revised from time to time. The labors are required for the activities of security of PDA offices and assets or any other relevant activities desired by Chief security office PDA. The personals rate should also include all applicable taxes and all personal protective equipment as desired by personals on location. The personals are required to be available at the site of work by the supplier.

Opening and Evaluation of Bids`

28. Opening of Bids by the Procuring Agency.

- 28.1 All bids received, shall be opened by the Procuring Agency publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in the **Bid Data Sheet**.
- 28.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the **Bid Data Sheet** and elaborated in ITB Clause 8 above.
- 28.3 All Bidders in attendance shall sign an attendance sheet.
- 28.4 The P.E shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, category tendered for, any discounts, any bid modifications or withdrawal, the presence or absence of requisite bid security, unit as well as total bid price and such other details as the P.E, at its discretion, may consider appropriate if not in conflict with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 specifically Rule 37.
- 28.5 The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded.
- 28.6 No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder
- 28.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Procurement Committee shall record a statement giving reasons for return of such bid(s).

29. Clarification of Bids.

- 29.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

30. Preliminary Examination.

- 30.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 30.2 In the financial bids the arithmetical errors shall be rectified on the following basis.
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- 30.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

- 30.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bid solicitation documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes, stamp code fee & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 30.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

31. Evaluation of Bids.

- 31.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 28 above.
- 31.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Bid solicitation Documents (BSDs). Merit Point Average Evaluation Methodology shall be used to identify the Most Economically Advantageous Bidder.
- 31.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.
- 31.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

32. Qualification of Bidder

- 32.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.
- 32.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
- 32.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.
- 32.4 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary & may also verify the submitted documents related to experience from the relevant department/sections.

32.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

32.6 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification, as Bidder was false and materially inaccurate or incomplete.

33. Announcement of Evaluation Report

33.1 The Procuring Agency may announce the results of the bid evaluation in form of a report through its website or display on office notice board, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

34. Rejection of Bids

34.1 The Procuring Agency may reject all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

34.2 The Procuring Agency incurs no liability, solely by virtue of its invoking ITB Clause 31.1 above towards Bidders who have submitted bids.

34.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

35. Re-Bidding

35.1 If the procurement entity has rejected all bids under Rule 47, it may call for a re-bidding. Khyber Pakhtunkhwa Public Procurement of goods, works & services rules 2014 (Rule-48).

35.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

36. Contacting the Procuring Agency.

36.1 Subject to ITB Clause 27 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

36.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Award of Contract

37. Acceptance of Bid and Award Criteria.

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria of these BSDs and having the lowest evaluated responsive bid i.e. Section 2 (c) (ii) of KPPRA Act 2012, if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa in vogue, shall be awarded the Contract, within the original or extended period of bid validity.

38. Procuring Agency's Right to vary quantities at the time of Award.

The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods/ services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

39. Duration& Type of Contract.

39.1 The Duration of the contract as duly mentioned in **Bid Data Sheet BDS** is one year (12 months). The Bidders are required to quote best economical rates in the best public interest and the Procuring Agency shall ensure it under principle of Economy as enunciated in section 03 of KPPRA Act 2012.

40. Notification of Award.

40.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted Rule 46 in conformity with provision of section 31 of the act in these rules.

40.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.

40.3 The enforcement of the Contract shall be governed by Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014

41. Limitation on Negotiations.

41.1 Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.

41.2 Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

- Minor alterations to technical details, such as the scope of work, services, the specification or drawings;
- Minor amendments to the Special Conditions of Contract;
- Finalization of payment schedule and ancillary details;
- Mobilization arrangements;
- Agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Agency;
- The proposed methodology or staffing;
- Inputs required from the Procuring Agency;
- Clarifying details that were not apparent or could not be finalized at the time of bidding;
- The Bidder's tax liability in Pakistan, if the Bidder is a foreign company.

41.3 Negotiations shall not be used to:

- Substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods;
- Substantially alter the terms and conditions of Contract;
- Reduce unit rates or reimbursable costs;

- Substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals.
- Alter the submitted financial bid.

42. Signing of Contract.

- After the completion of the Contract Negotiations the PDA shall send the Bidder the Contract Agreement Form and complete contract document (including GCC, SCC, Term of Conditions etc.), incorporating all agreements between the Parties.
- Within ONE week of receipt of the Contract Agreement Form & Complete contract agreement documents, the successful Bidder and the P.E shall sign the Contract in accordance with the legal requirements in vogue.
- Unless the procurement contract has already entered into force, a Firm/Company feeling aggrieved by scope of work accepting a bid may file an application for review.
- If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Procuring Entity may award the contract to the next lowest evaluated Bidder or call for new bids.
- The Contract shall become effective upon affixation of signature of the PDA and the selected Bidder on the Contract document, and shall be governed for the period specified in the **Bid Data Sheet (BDS)** and by the terms and conditions mutually agreed in the contract.

43. Performance Guarantee.

- On the date of signing of Contract, the successful Bidder shall / may be asked to furnish a Performance Guarantee for a percentage amount (up to 10% of the total price of the quoted items) Rule 21 of Khyber Pakhtunkhwa Public Procurement of goods, works & services rules 2014 as specified in the **Bid Data Sheet (BDS)**, on the Form and in the mannered prescribed by the Procuring Agency (Annexed in these BS Documents).
- Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.

BIDDING DATA

NOTES ON BIDDING DATA

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in Instructions to Bidders (IB) and should be prepared to suit each individual contract.

The Procuring Entity should provide in the Bidding Data information and requirements specific to the circumstances of the Procuring Entity, the processing of the Bid, the applicable rules regarding Bid Price and currency, and the Bid evaluation criteria that will apply to the Bids. In preparing this section, the following aspects should be checked:

- (a) Information that specifies and complements the provisions of section, Instruction to Bidders must be incorporated.
- (b) Amendments and/or supplements, if any, to the provisions of Instructions to Bidders, necessitated by the circumstances of each individual contract, can be introduced only in this section since Instructions to Bidders will remain unchanged.

Bid Data Sheet

ITB Ref	Description	Detail
ITB Clause 2.1	Name of Client & source of funds	Peshawar Development Authority, (PDA)
ITB Clause 3.1	Name of Services	HIRING OF SECURITY SERVICES FOR PESHAWAR DEVELOPMENT AUTHORITY HAYATABAD PESHAWAR
ITB Clause 6.1	Commencement date of provision of Bidding Document	As per NIT
ITB Clause 6.1	Closing date of Bid	As per NIT
ITB Clause 8.1	Bidding procedure	Single Stage Two Envelop Procedure
ITB Clause 8.2	Method of determining Best evaluated lowest financial Bid	Technical and Financial evaluation as per the KPPRA rules
ITB Clause 10.1	Clarification(s) on Bidding Documents	As per NIT
ITB Clause 11	Pre-Bid meeting date, time and venue	As per NIT
ITB Clause 12	Language of bid	English
ITB Clause 13.2	Specific Description of Goods in the Bidding Documents	Quotations shall be submitted as per specification mentioned in the SBD.
ITB Clause 14.4	Bid Price	Bid Price shall be inclusive of all duties and taxes.
ITB Clause 15	Currency of Bid	PKR
ITB Clause 17.1	Name of the Bid Form	Bid Form 3(A)& 3(B)
ITB Clause 18.1	Name of the Bid Form	Bid Cover Sheet& Bid Form 2 (Affidavit)

ITB Clause 19	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to 2% of the bid price in the name of DG PDA Peshawar
ITB Clause 20	Bid validity period	90 days
ITB Clause 23	Last date and time for the receipt of bidding document	As per NIT
ITB Clause 28	Date, time and venue of opening of technical bids	As per NIT
ITB Clause 37	Award Criteria	Section 2 (c)(ii) of KPPRA Act 2012
ITB Clause 39	Duration & Type of Contract	One Year (12 Months)
ITB Clause 43	Performance Guaranty / Performance Security	The Performance Security may be up to 10% of the total contract price.

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID

Bid Reference No. _____
(Name of Contract/Works)

To:

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. (Rupees _____)
or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of ___ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

FB-2

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

Dated this ____ day of _____ 20____ Signature: _____

in the capacity of ____duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block
Capitals) (Seal)

Address: _____

Witness:

Signature: _____ Name: ____

Address. _____

Occupation _____

PESHAWAR DEVELOPMENT AUTHORITY
NOTICE INVITING E-TENDER

Peshawar Development Authority invites sealed bids from eligible firms/companies on the basis of “**Single stage Two Envelope System**” under Rule **14 (2) (b) of KPPRA Rules 2014** for the following work.

S.No	Name of Work	Tender Document Fee	Date & Time of Submission of Bids/ (Technical & Financial Proposal)	Date & Time of Opening (Technical Proposal/Bids	Date of Opening of Financial Bid
1	<u>SECURITY SERVICES FOR PESHAWAR DEVELOPMENT AUTHORITY</u> Hiring of Security Services for Peshawar Development Authority for the period of 12-Months	5000/-	17-03-2025 Up to 11:00 AM	17-03-2025 at 11:30 AM	Financial bid will be opened after approval from the competent authority

Terms and Conditions

1. 2% (Two percent) **Bid Security/Earnest Money** must be accompanied in shape of Call Deposit in the name of “**Director General, Peshawar Development Authority**” Peshawar from scheduled Bank.
2. An affidavit is required to be provided with the Technical bid that 2% Bid Security without mentioning amount is attached with the Financial Bid.
3. Tender form and Standard Bidding Documents consisting of complete specifications, Bill of Quantities (BOQs), ITBs and standard set of contract conditions can be downloaded from Peshawar Development Authority (PDA) website www.pda.kp.gov.pk one day prior to the opening date.
4. The Tender documents fee **Rs.5000/-** (Non-refundable) shall be payable through Demand Draft of pay order in the name of “**Director General, Peshawar Development Authority**” Peshawar.
5. The envelopes of Technical and Financial proposals/Bids will be placed in single sealed envelope clearly mentioned name of work on envelope and addressed & sent to the undersigned through **Registered Courier Service**. **The bids received by hand and or late shall not be entertained.**
6. Bids will be opened in the office of the Head of Procurement Wing PDA along with Members in the presence of contractor/their representatives who choose to attend on the day and time mentioned above. In case, if Bids / Proposals are not opened on the above mentioned date due to unforeseen reasons these shall be opened on the next working day at the same place & time.

7. The Firms/companies must have active “**Income Tax**” registration and active “**General Sales Tax**” Registration with FBR and must be registered with Khyber Pakhtunkhwa Revenue Authority/Relevant Provincial Sales Tax Authorities.
8. A pre-bid meeting will be held with the interested bidders **on 14.03.2025 at 11:30 AM** in the Office of Chief Security Officer, (CSO) PDA, PDA House Commercial Complex Block-2 3rd Floor, Phase-V Hayatabad Peshawar.
9. All federal and provincial duties / stamp duty / taxes including sales tax will be recoverable as per directives of the government issued from time to time.
10. The submission of Bids by the firms/companies implies that they are fully conversant with the nature of work, scope of work and terms conditions laid down in the tender/Bid documents.
11. Any disfiguring / over writing, manipulation in the tender / BOQ shall be liable to rejection. Incomplete / conditional bids shall not be acceptable.
12. The undersigned reserves the right to reject any or all bids as per provisions contained in “**Rule 47 of KPPRA Procurement Rules 2014**”.

Chief Security Officer
PDA Commercial complex Phase-V, Hayatabad Peshawar
Phone: 091-9217007

Evaluation Criteria

i. Technical Evaluation Criteria

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing. The Bids which do not conform to the Technical Specifications or Bid terms & conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

S.No	Description	Marks Assigned
1	Mandatory Requirement	
1.1	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory
1.2	Valid Income Tax Registration	-
1.3	Valid General Sales Tax Registration: Status = At Active Tax Payer List(ATL) with FBR	-
1.4	Registration with EOBI and Social Security	-
1.5	Valid Registration with Khyber Pakhtunkhwa Revenue Authority/Relevant Provincial Sales Tax Authorities	-
1.6	Affidavit of Retired Armed Forces Guards An Affidavit on stamp paper that 85 % Male guard deployed should retire from armed forces.	-
1.7	Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	-
1.8	Weapons & Equipment Holding summary of weapons and Security Equipment's Offered (Weapons, Metal Detectors & UHF/VHF Radio Set)	-
2	Experience and Other Capabilities	
2.1	Fully functional Offices/ Infrastructure Presence. (Inspections shall be made during evaluation stage) i. Peshawar: 10 marks ii. Other location: 5 marks	10
2.2	Proven/sound track record in provision security services (Number of years along with copies of work orders from procurement entities) i. Up to 5 years = 05marks ii. Up to 07 years = 07marks iii. More than 07 years = 10marks	10
2.3	Experience Certificates of similar nature of work with Government Departments/Entity for the past maximum of 05 years • 05 marks per certificate with a maximum of 25 marks	25
2.4	Value of similar assignments (Minimum Rs. 20 Million each). • 05 marks per assignment maximum 20 marks.	20
2.5	Average working capitals for the last 02 years (Obtained From the auditor's report of last 02 years). i. Up to 40 million = 5 ii. Up to 70 million = 10 iii. Above 90 million = 15	15
2.6	Security services provided for similar assignment during last three (03) years. Work order/contract agreement must be provided. Four (04) marks per 50 persons will be awarded.	20
	TOTAL SCORE	100

Note: Minimum overall Passing Marks: 70%

ii. Financial Evaluation Criteria: -

Technically qualified/successful bidder(s)/ Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Procuring Agency accordingly. The Technically Eligible/Successful Bidder(s)/ Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

1. Financial Proposal evaluation will be conducted under the Khyber Pakhtunkhwa Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
2. In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered. In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.
3. In evaluation of the price of articles/goods/services, which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
4. The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

BILL OF QUANTITIES

A.

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by concerned staff.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of the Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes, and other levies payable by the Contractor under the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. Unit rates must be offered in two decimal places for an item. In case the bidder quotes rates for an item in more than two decimal places, the same shall be considered upto two significant decimal places for evaluation purposes. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

8. The Contractor will supply tools and equipments as per quantity mentioned in bidding documents.
9. W&S, Hayatabad will present the sample of uniform and other PPEs, tools, and the successful contractors will be bound to provide the uniform, PPEs and tools etc. according to the W&S, Hayatabad sample during the contract period. Moreover, the contractor shall be responsible to provide neat and clean uniforms in good condition during the Contract period.
10. The Contractor will provide rains coat, gumboots, gloves, spades, brooms and PPEs etc. to the No. of Staff/workers mentioned in the BOQ during the entire period of the contract. However, the number of workers can increase or decrease as per requirement.
13. All the uniforms, handcarts, tools, rain coats, gumboots, waders, gloves, etc. will be counted and checked by the W&S, Hayatabad Peshawar concerned management staff and will be later on distributed to the field staff by the contractor after inspection and verification of the W&S, Hayatabad Peshawar management staff.
14. The contractor will provide Numbers of HTV/ LTV drivers as per the quantity mentioned in bidding documents, however, the Number can be increased or decreased as per field requirement.

<u>PESHAWAR DEVELOPMENT AUTHORITY</u>							
NAME OF WORK:- HIRING OF SECURITY SERVICES FOR PESHAWAR DEVELOPMENT AUTHORITY HAYATABAD PESHAWAR							
ABSTRACT OF COST							
S/No	Govt. & Market Rate	Description	Qty	Unit	No of days	Rate	Total Amount per year (Rs)
1	NSI	Force Commander	2	Per day	365		
2	NSI	Security Supervisors	14	Per day	365		
3	NSI	Security Guards	116	Per day	365		
Total Amount Rs.							
Total Amount Rs in Million.							

**Chief Security officer
PDA Peshawar**

The total contract value sum for 12 months: Rs.....

Total Price in Words: _____

Note:-1. The salary of security personals shall be in accordance of Government of Khyber Pakhtunkhwa Payment of Wages ACT 2013 or defined by the client.

Note: -2. EOBI and ESSI are on contractor/Service provider Part.

Signature of Bidder:

Name & Designation:

Company Seal:

BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm Contractor: -----

Address:-----

E-mail: _____

Phone: _____

Facsimile: _____

Bid Security.

Bid Security attached with Financial Bid YES NO

Bid for:

All Items mentioned in the Schedule of Requirements.

Selected Items from the Schedule of Requirements¹.

List of Selected Items: *(In case the Bidder has opted to bid for Selected Items, please type the Serial No². and the name of the Items selected for Bidding. Use additional Sheets if Required)*

S. No.	Name of the Item

Signed:

Dated:

Official Stamp:

Attachment³: † Original receipt for the purchase of the bidding documents.

¹ In case a bidder is bidding for only some of the items mentioned in the list Technical Specifications, he is advised to take note of ITB Clauses 7 & 15.6

² The Serial No. of the item as mentioned in the Technical Specifications.

³The Attachment must be made with the Bid Cover Sheet.

BID FORM 1**Letter of Intention***Bid Ref No.**Date of the Opening of Bids**Name of the Contract: (Add name)***To: [Name and address of Procuring Agency]**

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. *[insert numbers & Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

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

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signed:

In the capacity of *[insert: title or position]*Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) The undersigned has no dispute anywhere in the province regarding supplies.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief and if found otherwise at any stage, shall be responsible for the liable damages (if any) and may lead to the immediate termination of the contract.

Signed

Note: The affidavit must be on judicial stamp paper by the Executive of the Firm & attested by Oath Commissioner.

BID FORM 3(A) – (Where Applicable)

Name of the Firm

Bid Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Goods

Required Documentation (To Be Filled by the Procuring Agency)	Checklist ⁴ (To be initialed by the Bidder against each document)	Relevant Page Number ⁵ in the Bid (To be filled by the Bidder)	Supporting Documents ⁶ (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
Column:1	Column:2	Column:3	Column:4
Valid Manufacturing License			
Valid Registration(s) of quoted items			
Valid Sale License ⁷			
Valid Import License (where applicable)			
Letter of Manufacturer's authorization			
Partnership Deed (where applicable)			
NTN Certificate			
GST Certificate			
Letter of Intention			
Affidavit			
One year experience evidence			
Child Labor Free Certificate ⁸			
Original Receipt of purchase of Bidding Documents			

⁴ Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

⁵ Bidders are required to mention the exact page number of relevant document placed in the Bid.

⁶ Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

⁷ In case of Sole Agent

⁸ Bidders are required to furnish a certificate to the effect that their firm is free from child labor and having standard child labor free policy

BID FORM 3(B)

MANUFACTURER'S AUTHORISATION⁹ (Where Applicable)

To: *[Name &Address of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]* who are established, reputable & Pre-Qualified Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. *[Reference of the Invitation to Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: -----.

Designation: -----

Official Stamp: -----

⁹This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid

BID FORM 4

Firm's Past Performance¹⁰

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

Assessment Period: (As per Evaluation Criteria)

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's ¹¹ Certificate

¹⁰ Bidders may use additional Sheets if required.

¹¹ All certificates are to be attached with this form.

BID FORM 5

Price Schedule (To be provided to the Procuring Entity)

User Note: This form is to be filled by the Bidder and shall submit with Financial Proposal to....

Name of the Firm:

Bid.Ref.No:

Date of opening of Bid

S. No.	Name of the Item	Unit Price (inclusive all applicable taxes)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes)
1	2	3	4	5	6	7
				3*4		5-6
1						
2						
TOTAL						

A) FINAL TOTAL PRICE: -----

B) DISCOUNT¹²:-----

C) FINAL QOUTED PRICE: -----
(C=A-B)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

¹² If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

BID FORM 6

Performance Guarantee

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of up to 10% of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until the _____ day of _____, 200_.

Signature and Seal of the Guarantors/ Bank

Address

Date

Terms and Condition

1. The Service provider will provide weapons to the guards. No additional or separate charges will be paid by this institution in this respect.
2. The service provider will be responsible to get each guard medically examined and will provide medical Fitness Certificate.
3. The service shall provide character certificate/police clearance certificate/verification to each security personnel, which will be mandatory.
4. Security personnel provided by the service provided should not be less than 30 years and not more than 53 years of age. The guards should be well trained and capable enough to handle the situation.
5. During duty hours, the security personnel will be directly answerable to the chief Security officer Peshawar.
6. Availability/ arrangement of additional guards (if so required) will be ensured within 24 hours to 48 Hours at the most.
7. The procuring entity i.e. PDA, Peshawar reserves the rights to disqualify a firm/agency if it finds, at any time, that the information provided/submitted were false and materially inaccurate.
8. In case the offer is withdrawn, amended or revised during the validity period of the offer, the earnest money is liable to be forfeited.
9. The participating bidders will have to submit an affidavit to the effect that they have carefully read all terms and conditions of the tender documents and they accept them as well.
10. The guard will perform their security services duty twenty-four by seven (24/7). CSO PDA, Peshawar may change shift timings as per requirements.
11. That PDA, Peshawar shall have full authority over the deployment of the Guards and shall be independent in working out a duty schedule and their working time. However, this work schedule shall have prior approval of PDA to meet its specific security requirements. Contractor shall depute active, trained and healthy personnel as Guards at the Premises. Contractor commits that they shall use the latest/modern and state of the art weaponry and security devices. Contractor shall also appoint a senior person within its organization for coordination with the

concerned person at PDA to address day to day problems and emergent situations. Contractor commits that in case of absence of any Guard(s) deputed at the Premises, due to any reason, shall be replaced with the equal number of Guards without any extra charges.

12. Contractor shall ensure that all the staff deputed at the Premises meets the following criteria.
 - i. Not more than **Fifty-Three (53)** years of age.
 - ii. **85 %** guards must retire from armed forces (Mandatory).
 - iii. Not less than 23 years of age.
 - iv. The guards should be literate, can read & write and shall have fluency in speaking Pashto and Urdu Language.
 - v. Capable to carry out the security job.
 - vi. The successful firm shall provide weapons AK-47 & 9 mm Pistol to all security guards and supervisors as per requirement of PDA.
 - vii. Every Guard shall be dressed in proper uniform (BDU) with cap, belt and Military pattern long shoes.
 - viii. Contractor takes responsibility to provide new / neat & clean uniforms to the Guards deputed at the Premises.
 - ix. Guards shall be discouraged from developing friendly relations while on duty.
13. The contractor shall be bound to provide personal file complete in all respect to the procuring entity before the deployment of security personnel at the premises of the PDA designated sites, Peshawar. The contractor/firm shall ensure the personnel on public/gazette holidays, i.e., Eid-ul-Fitr, Eid-ul-Adha, Muharram, special events, or any other emergency (in working hours or off timing), etc., the Contractor shall provide the required quantity of security personnel as per BOQ rate and no extra charges will be paid, and gazette holidays will be adjusted in any of the succeeding working days.
14. The terms of the contract shall be 12 months for its sustainability, commencing from the date of work order or as per direction of the Client. The Client reserves the right to reduce the period of sustainability from 12 months to any period. This

contract may be extendable on same terms and conditions with the mutual consent of both parties.

15. The Client shall not be responsible for any human loss/injury due to accident, theft, or any natural cause or third party. The client shall not be a party to any legal act / or proceedings.
16. In case of leave/any emergency, the contractor/firm will provide an alternate worker, if the contractor/firm fails to arrange an alternate worker penalty amounting to Rs. 3,000/day/person shall be imposed.
17. The contractor will submit their monthly invoice separately by its nature i.e., salary component/amounts with a list of employees with their respective paid amounts through a banking channel or any other online mode of payment to the contractor's hired workers. The services/or management cost of the contractor will be processed separately subject to deduction of all applicable taxes thereto.
18. The Contractor shall process and ensure the salaries to their workers that are provided to the client as per GOPK Wage Payment Act 2013.
19. The bill will be reimbursed upon provision of actual receipts of the payments made to and Salaries through banking channels.
20. Any other additions/deletions or amendments in the contract shall be made with the mutual consent of both parties.
21. All the terms and conditions provided in the bidding documents and NIT shall be binding on the Contractor.