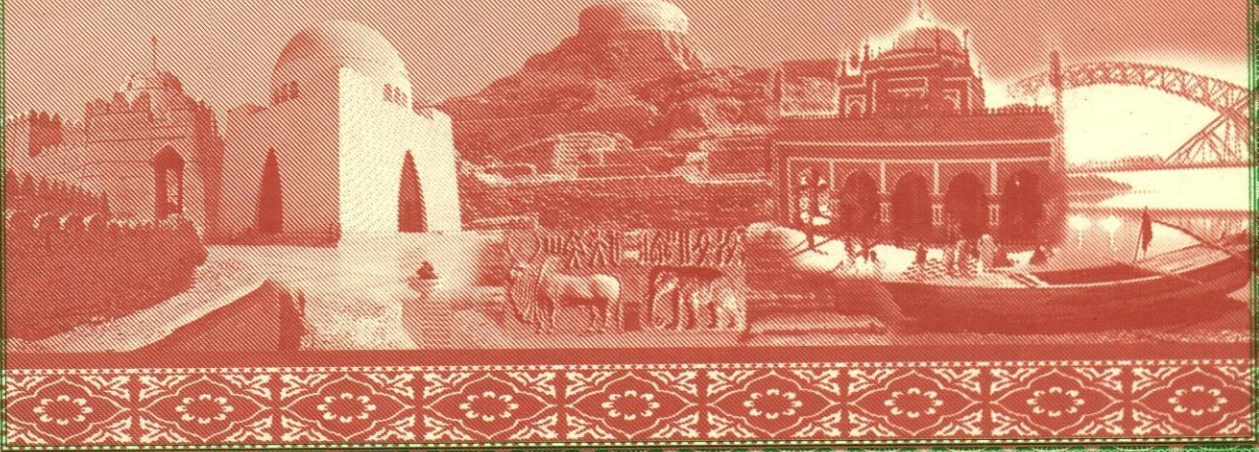


E-STAMP



حکومت سندھ



NBP-0289-2209010001066434

GoS-KHI-FF1E1BCC4C7F951B

Non-Judicial

Rs 43,400/-

Description : Contract - 15(a)
 Principal : Ababeel Security Service [42301-0726031-9]
 Contractor : Sindh Education Foundation [01111-0010010-0]
 Applicant : Tahir Muneer [42301-0726031-9]
 Stamp Duty Paid by : Ababeel Security Service [42301-0726031-9]
 Issue Date : 01-Sep-2022, 12:04:41 PM
 Paid Through Challan : 2022C733BE22F3CF
 Amount in Words : Forty Three Thousand Four Hundred Rupees Only

Please Write Below This Line



Contract

THIS AGREEMENT made on the day 12th of September 2022 between *Sindh Education Foundation (First Floor NICL Building, Survey No. 183/4, Abbasi Shaheed Road, Cantonment Karachi, Sindh, Pakistan)*, (hereinafter called "the Procuring agency") of the one part and *M/s. Ababeel Security Pvt Ltd, Office # 211, 2nd floor, Sea Breeze Plaza, Shahrah e Faisal, Karachi* (hereinafter called "the Service provider") of the other part:

WHEREAS the Procuring agency invited bids for the services of **Security Guards for 3 years**, TENDER REF. # SEF/NP/21-22/08 and has accepted a bid submitted by the Service Provider for the services in the sum of Rs. 39,961,488/- (*Thirty-Nine Million Nine Hundred & Sixty-One Thousand Four Hundred & Eighty-Eight Rupees only*) (hereinafter called "the Contract Price"). Three years detail of Bid is as under: -



Sr. No.	Name of Bidder	Services for the year	No. of Supervisors Guards (15%+/-)	Unit Price	Per Month	Total Amount Including All Taxes (PKR)
1	M/s. Ababeel Security Pvt Ltd.	1 st Year (12 Months)	46	22,300	1,025,800	12,309,600/-
		2 nd Year (12 Months)	46	24,084	1,107,864	13,294,368/-
		3 rd Year (12 Months)	46	26,010	1,196,460	14,357,520/-
Grand Total						39,961,488/-

The Contact period shall be initiated from 1st September, 2022 to 31st August, 2023 and will be awarded for initial first year of the tender and may extended on annual basis for the next two years subject to the satisfactory performance and availability of funds.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be treated as integral part of this contract and all obligation and compensation provided thereunder, shall be binding on the Service provider.

- (a) The Bid Form and the Price Schedule submitted by the Bidder; (Annex-1)
- (b) The Schedule of Requirements; (Annex-2)
- (c) The Technical Specifications (TORS); (Annex-3)
- (d) The General Conditions of Contract; (Annex-4)
- (e) The Special Conditions of Contract; (Annex-5)
- (f) The Procuring agency's Notification of Award. (Annex-6)

3. In consideration of the payments to be made by the Procuring agency to the Service provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring agency to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3.1 Coordinator:

The Client designates, **Mr. Imran Danishmandi, Assistant Director, GA&C** Client's Coordinator Shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

The project coordinator shall submit the progress report/ completion report at the time of payment.

4. The Procuring agency hereby covenants to pay the Service Provider in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

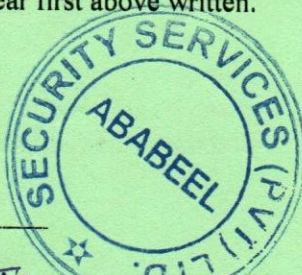
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signature of the Supplier

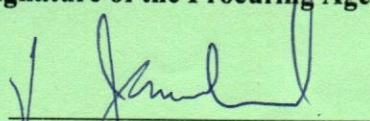


Signature & Stamp

Authorized Person Name: TAHIR MUHAMMAD
Designation: G.M
M/s. Ababeel Security Pvt Ltd,
Office # 211, 2nd floor, Sea Breeze Plaza,
Shahrah e Faisal, Karachi



Signature of the Procuring Agency



Signature

Director GA&C,
Sindh Education Foundation.
Govt. of Sindh.



ABABEEL

Security Services (Pvt) Ltd

To,

Deputy Director Procurement Unit
General Administration & Coordination,
Sindh Education Foundation, Govt. of Sindh
Karachi.

QUOTATION FOR PROVISION OF SECURITY SERVICES

Dear Sir,

We value your trust reposed in our company, we are committed to provide efficient and effective security guard services to our valued customers/ clients. We are pleased to inform you that our firm is currently operating in the whole provinces of Sindh, Punjab, Baluchistan, KPK and Islamabad Capital Territory (ICT).

In order to develop a good working relationship with you, we are pleased to quote the following rates for our security services and these proposed rates will be increase by 8 % annually as per our company policies and rules.

Price Schedule in Pak. Rupees

Name of Bidder: Ababeel Security Services (Pvt) Limited, IF3 Number , Page of

1	2	3	4	5	6	7	8
Item	Description	Country of Origin	Service required for a Year	Service required	Unit Price	Per Month	Total Amount
1	Security Guard Services	Pakistan	01st year (12months)	Supervisor = 2	Rs. 22,300	Rs.44,600	Rs. 535,200
				Security Guards = 44	Rs. 22,300	Rs.981,200	Rs. 11,774,400
				Total			Rs. 12,309,600
		Pakistan	2nd year (12months)	Supervisor = 2	Rs. 24,084	Rs. 48,168	Rs. 578,016
				Security Guards = 44	Rs. 24,084	Rs.10,59,696	Rs. 12,716,352
				Total			Rs. 13,294,368
		Pakistan	3rd year (12months)	Supervisor = 2	Rs. 26,010	Rs. 52,020	Rs. 624,240
				Security Guards = 44	Rs. 26,010	Rs.11,44,440	Rs.13,733,280
				Total			Rs. 14,357,520

Note:

- In case of discrepancy between unit price and total, the unit price shall prevail.
- The bid amount must be inclusive of all taxes.

We assure you to our best security services at all times and we are warm welcome to response any enquires and concerns of your prestigious organization on the proposed quotation at our earliest.

Date: 06-08-2022

Abd Ali Bullo
G.M Operations (Sindh)
Ababeel Security Services (Pvt) Ltd

HEAD OFFICE: OFFICE # 211, 2nd Floor, Sea Creeze Plaza, Shahr-e-Faisal, Karachi. Tel: 021-32789745, 021-32791806, Fax: 021-32780206
Website: www.ababeelsecurity.com, Email: info@ababeelsecurity.com, ababeel-security@hotmail.com

LAHORE OFFICE

Office # 24/6
Street # 1, Poonch Road,
Samanabad Town,
Lahore.

Tel: 042-37506300

ISLAMABAD OFFICE

Office # 2, Ground Floor
Victoria Heights,
Mohammadi Town, Sohan,
Islamabad.

Tel: 051-2612246

QUETTA OFFICE

Office B-6,
Phase II,
Shahbaz Town,
Quetta

Tel: 091-2880185

PESHAWAR OFFICE

Office SF-430,
Deans Trade Centre
Saddar,
Peshawar

Tel: 0333-2226001

SUKKUR OFFICE

Office No. 14, 1st Floor
Humayun Gym Khana
Opposite Stadium
Sukkur

Tel: 071-6616886

FAISALABAD OFFICE

H # P-24, behind Fire Brigade,
Main Satyans Road,
Near Gates Chowk,
Faisalabad.

Tel: 041-9533856

D.G. KHAN OFFICE

Office # 18, Block-C,
Khayaban-e-Sarwar
Commercial Area,
Main Market, DG Khan.

Tel: 0333-226301



Signature

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

S.#	Category of Guards	Specification of Guards	(With Arms & ammunition)	Delivery Schedule
1	Supervisor	Ex-Armed forces	Yes	August, 2022
2	Guards	Literate & Trained	Yes	

S.#	Office Addresses	Category of Guards	(With Arms & ammunition) (Qty)
	(All SEF Offices)	No. of Guards	
1	SEF H/O, Karachi	Supervisor (Day)	1
		Guards (2 for Day & 1 for Night)	3
2	Regional Office Karachi (Ameer Khusro Road)	Guards (Day)	1
		Guards (1 for Day & 2 for Night)	3
4	SEF, Regional Office, Hyderabad	Supervisor (Day)	1
		Guards (1 for Day & 2 for Night)	3
5	SEF, Regional Office, Larkana	Guards (2 for Day & 2 for Night)	4
6	SEF, Regional Office, Sukkur	Guards (1 for Day & 1 for Night)	2
7	SEF, Regional Office, Mirpurkhas	Guards (1 for Day & 1 for Night)	2
8	SEF, Regional Office, Shaheed Benazirabad	Guards (1 for Day & 1 for Night)	2
9	SEF, Regional Office, Dadu	Guards (1 for Day & 1 for Night)	2
10	SEF, District Office, Sehwan	Guards (1 for Day & 1 for Night)	2
11	SEF, District Office, Khairpur	Guards (1 for Day & 1 for Night)	2
12	SEF, District Office, Umerkot	Guards (1 for Day & 1 for Night)	2
13	SEF, District Office, Mithi	Guards (1 for Day & 1 for Night)	2
14	SEF, District Office, Badin	Guards (1 for Day & 1 for Night)	2
15	SEF, District Office, Shikarpur	Guards (1 for Day & 1 for Night)	2
16	SEF, District Office, Thatta	Guards (1 for Day & 1 for Night)	2
17	SEF, District Office, Nosheroferoz	Guards (1 for Day & 1 for Night)	2
18	SEF, District Office, Ghotki	Guards (1 for Day & 1 for Night)	2
19	SEF, District Office, Jamshoro	Guards (1 for Day & 1 for Night)	2
20	SEF, District Office, Qamber Shahdadkot	Guards (1 for Day & 1 for Night)	2
Total			46





Sindh Education Foundation
Government of Sindh

**HIRING OF SECURITY GUARD COMPANY
FOR ALL OFFICES OF SINDH EDUCATION
FOUNDATION, GOS FOR THE PERIOD OF 3
YEARS**

A handwritten signature in blue ink, appearing to be 'Jamil', is written over the stamp.



Following specifications & TORs of security guards are proposed:

S.#	Category of Guards	Specification of Guards	(With Arms & ammunition)
1	Supervisor	Ex-Armed forces	Yes
2	Guards	Literate & Trained	Yes
<u>Security Personnel Responsibilities</u>			
<p>a) Secure premises and personnel by patrolling property, inspecting buildings, equipment and access points; permitting entry</p> <p>b) Protect, watch over, and secure necessary spaces and/or assets.</p> <p>c) Exhibit a strong physical and authoritative presence that will help deter criminal activity.</p> <p>d) Conduct frequent security checks by patrolling perimeter and grounds Remain vigilant for anything unusual or potentially threatening.</p> <p>e) Recognize potentially dangerous situations and respond in the safest and most effective manner.</p> <p>f) Help, defend, and protect employees in need</p> <p>g) Investigate and remove trespassers/violators</p> <p>h) Capture and detain perpetrators if further action needs to be taken</p> <p>i) Monitor and control gate/door access for vehicles, employees, etc.</p> <p>j) Secure spaces and ensure safety for those inside (lock doors, close windows, etc.)</p> <p>k) Act as an escort to employees and visitors</p> <p>l) Control traffic by directing drivers</p> <p>m) Sound alarms and/or call for outside assistance when needed in emergencies (police, fire, ambulance care, etc.)</p> <p>n) Write, maintain, and present detailed reports, noting any damages, theft, and/or other irregular activity</p> <p>o) Follow all state and company-enforced laws and regulations</p> <p>p) Physical checking of employees / visitors and their baggage.</p> <p>q) Scanning of employees / visitors with metal detector</p> <p>r) Supervisors/Guards should be X-Army/ Literate & Trained, Armed with Valid license and Personal information experience & character certificate should be furnished as and when required.</p>			



PROPOSED PLACEMENT OF GUARDS AT ALL SEF OFFICES

S.#	Office Addresses	Category of Guards	(With Arms & ammunition) (Qty)
	(All SEF Offices)	No. of Guards	
1	SEF H/O, Karachi	Supervisor (Day)	1
		Guards (2 for Day & 1 for Night)	3
2	Regional Office Karachi (Ameer Khusro Road)	Guards (Day)	1
		Guards (1 for Day & 2 for Night)	3
4	SEF, Regional Office, Hyderabad	Supervisor (Day)	1
		Guards (1 for Day & 2 for Night)	3
5	SEF, Regional Office, Larkana	Guards (2 for Day & 2 for Night)	4
6	SEF, Regional Office, Sukkur	Guards (1 for Day & 1 for Night)	2
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11	SEF, District Office, Khairpur	Guards (1 for Day & 1 for Night)	2
12	SEF, District Office, Umerkot	Guards (1 for Day & 1 for Night)	2
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14	SEF, District Office, Badin	Guards (1 for Day & 1 for Night)	2
15	SEF, District Office, Shikarpur	Guards (1 for Day & 1 for Night)	2
16	SEF, District Office, Thatta	Guards (1 for Day & 1 for Night)	2
17	SEF, District Office, Nosheroferoz	Guards (1 for Day & 1 for Night)	2
18	SEF, District Office, Ghotki	Guards (1 for Day & 1 for Night)	2
19	SEF, District Office, Jamshoro	Guards (1 for Day & 1 for Night)	2
20	SEF, District Office, Qamber Shahdadkot	Guards (1 for Day & 1 for Night)	2
Total			46

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General Conditions of Contract

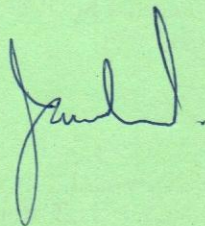
1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
- (h) "The Procuring agency's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are



5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

7. Performance Security

7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or

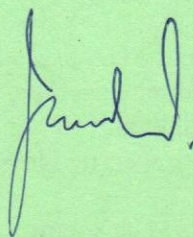
(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at



11. Insurance

- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

12. Transportation

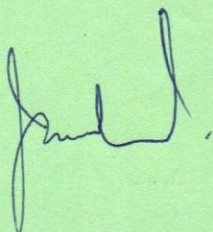
- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:



- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s)



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within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

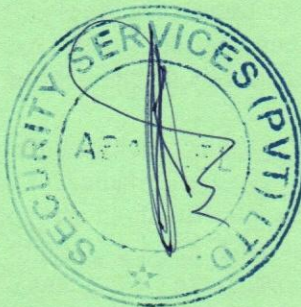
17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.

- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be



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Damages

all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those



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Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.



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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: Sindh Education Foundation

GCC 1.1 (h)—The Procuring agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is: Successful Bidder will be the Supplier

Sample Provision

GCC 1.1 (j)—The Project Site is: N/A

2. Country of Origin (GCC Clause 3)

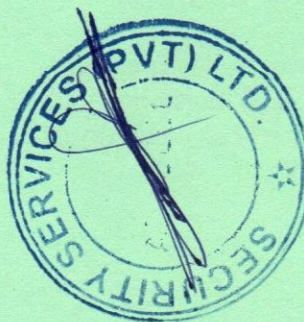
All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be:

Successful bidder is required to **submit 5% performance security of annual contractual amount on extension of contract for each year in the form of pay order, demand draft, or bank guarantee.**

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.



Page 52 of 74

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are: N/A

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

9. Spare Parts (GCC Clause 14)

GCC 14.1—Additional spare parts requirements are: N/A

Sample provision

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within twelve (12) months of placing the order and opening the letter of credit.

10. Warranty (GCC Clause 15)***Sample provision***

GCC 15.2—In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods from the date of shipment. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

- (b) Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (0.5) percent per week of contractual amount.

[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 25.4 (f) or (g).]

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is: (N/A)



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12. Prices (GCC Clause 17)***Sample provision***

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC. (N/A)

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction: 0.5 percent per week of the contractual amount.

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: **English**

16. Applicable Law (GCC Clause 30)

GCC 30.1—The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

17. Notices (GCC Clause 31)

GCC 31.1— SEF (HO) First Floor NICL Building, Survey No. 183/4, Abbasi Shaheed Road, Cantonment Karachi, Sindh, Pakistan) Phone: 021-99333244-49, Fax: 021-34169181 & E-Mail: info@sef.org.pk.



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**Sindh
Education
Foundation**



Government of Sindh

No. SEP/60/22
(PROCUREMENT DEPARTMENT)
Dated: 26-08-2022
SAY NO TO CORRUPTION

To,

M/s. Ababeel Security Pvt Ltd,
Office # 211. 2nd floor, Sea Breeze Plaza,
Shahrah e Faisal, Karachi

SUBJECT: AWARD OF CONTRACT AGAINST THE TENDER NO. SEP/NP/21-22/08
"HIRING OF FIRM FOR SECURITY GUARD SERVICES."

With reference to the subject cited-above. In this regard, the Sindh Education Foundation, Government of Sindh is pleased to inform you that your bid submitted against the above tender has been found the most advantageous bidder. The bid details are as under:

"Submitted Bid Price: Rs. 39,961,488/- Total Cost of Tender for Hiring of firm for Security Guard Services TENDER No. SEP/NP/21-22/08 (Including of all taxes)"

2. According, the Foundation would like to share the Draft Contract for further process/signing on stamp paper as per Rule No. 49 of SPP Rule 2010. (Attached as Annex-A)
3. Furthermore, you are requested to submit the finalized contract in Procurement Department, SEF and also arrange **Five (5) percent Performance Security** as the percentage of the Contract Price, within **15 days**.


Deputy Director
Procurement.

The copy for information is forwarded to:

1. The Director, General Administration & Coordination SEF GoS, Karachi.
2. The Assistant Director GA&C, SEF, GoS Karachi.
3. The Deputy Managing Director, SEF, GoS, Karachi.
4. The Staff Officer MD SEF GoS Karachi.



**First Floor NICL Building, Survey No. 183/4, Abbasi Shaheed Road, Cantonment Karachi, Sindh,
Pakistan.**