PROJECT MANAGEMENT UNIT PRIMARY AND SECONDARY HEALTH DEPARTMENT GOVERNMENT OF PUNJAB

BID REFERENCE NO: P&SHD/PMU/OS/SEC/2019-20



Primary & Secondary Healthcare Department

Bidding Documents

PROCUREMENT OF SECURITY SERVICES FOR DHQ HOSPITALS OF PUNJAB

(YEAR 2019 - 20)

Table of Contents

1.	INVITATION TO BID	3
2.	INTRODUCTION	6
3.	INSTRUCTION TO BIDDERS	7
	General Instructions	7
	Bidding Method & Evaluation	11
	Performance Security	11
	Bid Evaluation	11
I	Technical Evaluation	12
4.	TECHNICAL EVALUATION CRITERIA (KNOCKDOWN CRITERIA)	12
5.	FINANCIAL EVALUATION	14
6.	GENERAL CONDITIONS OF CONTRACT (GCC)	19
	Approach & Methodology	19
	Roles & Responsibilities	19
	Responsibilities of the Client	20
	General Guidelines	20
	Force Majeure	21
1	Termination of the Agreement	21
	Arbitration and Resolution of Disputes	22
	Renewal of Contract	22
7.	SPECIAL CONDITIONS OF THE CONTRACT (SCC)	23
8.	(SCOPE OF SERVICES/TERMS OF REFERENCE)	24
	Operations Responsibilities:	25
	Security Staff Requirements:	27
9.	FINES & PENALTIES	30
10	. CONTRACT FORM	32

1. INVITATION TO BID

Letter No. P&SHD/PMU/OS/SEC/2019-20

Dated: July, 2019

SUBJECT: PROCUREMENT OF SECURITY SERVICES FOR DHQ HOSPITALS OF PUNJAB

- 1. The Project Management Unit (PMU), Primary & Secondary Healthcare Department invites sealed bids from eligible bidders for the Procurement of Security Services for District Headquarter Hospitals (DHQs) of Punjab.
- A complete set of Bidding Documents containing detail of packages, terms & conditions and scope of services is readily available and can be downloaded from the websites (www.ppra.punjab.gov.pk), (www.pshealth.punjab.gov.pk) & (www.pmuhealth.gop.pk) free of cost. The bidder is required to submit bid security. The amount of bid security against each package is defined in bidding documents which does not exceed 5% of the estimated price of that package.
- Bidding shall be conducted through Single Stage Two Envelopes bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014. The envelopes shall be marked as "Financial Proposal" and "Technical Proposal" in bold and legible letters in separate envelopes. A pre-bid meeting will be held on 23rd July 2019 at 11.30 hours in the Committee Room of Project Management Unit (PMU). Minutes of pre-bid meeting will be uploaded on the websites (www.pshealth.punjab.gov.pk) & (www.pmuhealth.gop.pk) by 26th July, 2019.
- 4. Sealed Bids are required to be submitted by interested bidders on 07th August 2019 till 11.00 hours in the Project Management Unit, 31/E-1 Shahrah-e-Imam Hussain, Gulberg III, Lahore. The Bids received till the stipulated date and time shall be opened on same day at 11.30 hours in the presence of the representative of the firms who choose to attend. Late bids shall not be entertained.

Note: The Procurement shall be conducted as per Punjab Procurement Rules 2014.

PROJECT DIRECTOR

PROJECT MANAGEMENT UNIT Primary & Secondary Healthcare Department 31-E/1, Shahrah-e-Imam Hussain, Gulberg-III, Lahore E-mail: outsourcing.pmu@gmail.com Tel: 042-99231203 Contact Person: 0333-4155179

ADVERTISEMENTS





72 Pages, Regd. No. CPL-100 Vol. XXXIII No. 121 | Rs 30

2. INTRODUCTION

Project Management Unit (PMU), Primary & Secondary Healthcare Department (P&SHD) requires firms to provide Security Services for **24 Hours a day (365 days/ 7 days a week including Sunday & Holidays)** in the entrusted DHQ Hospitals as mentioned in this tender document below.

Sr. #	No. of Packages	Name of the Hospital	Bid Security (PKR)		
1		DHQ Layyah			
2	Package 1	DHQ Muzaffargarh	200,000/-		
3		DHQ Rajanpur			
4		DHQ Kasur	000.000/		
5	Package 2	DHQ Nankana Sahib	200,000/-		
6		DHQ Sheikhupura			
7		DHQ Khanewal	000.000/		
9	Package 3	DHQ Vehari	200,000/-		
10		DHQ Multan			
11		DHQ Okara	200,000/-		
12	Package 4	Package 4 DHQ Pakpattan			
13		DHQ Okara SC			
14		DHQ Bhakkar	000.000/		
15	Package 5	200,000/-			
16		DHQ Mianwali			
17	DHQ Bahawalnagar		200,000/-		
18	Package 6	DHQ Lodhran			
19		DHQ Chiniot	000.000/		
20	Package 7	DHQ Jhang	200,000/-		
21		DHQ Toba Tek Singh			
22		DHQ Narowal	200.000/		
23	Package 8	DHQ Mandi Bahauddin	200,000/-		
24		DHQ Hafizabad			
25		DHQ Attock	200.222/		
26	Package 9	DHK Chakwal	200,000/-		
27		DHQ Jhelum			

The firm will be required to provide Security Services as per Scope of Services mentioned below in the bidding document.

3. INSTRUCTION TO BIDDERS

General Instructions

- 1. A Bidder/ Service Provider shall be a private legally registered entity with the formal intent to enter into an agreement or under an existing agreement.
 - a. The bidder must be an active tax payer. Punjab Revenue Authority (PRA) registration, National Tax Number (NTN) and General Sales Tax Number with documentary proof is mandatory for bid submission by prospective bidders.
 - b. A Bidder who has been barred/ blacklisted or disqualified either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. The Bidder will submit an undertaking in this regard as per Appendix-4.
 - c. The bidder shall provide all information required in the bidding documents and documents to substantiate its claim for eligibility.
 - d. Joint Venture is not permissible.
- 2. <u>Interested Bidder who intends to apply for multiple packages shall submit only one</u> <u>Technical Bid but separate Financial Bid for each package applied for.</u>
- The amount of Bid Security shall be 200,000/- PKR per package. If applying for multiple package, interested bidder shall submit Bid Security for each such package.
- 4. The Bid Security shall be submitted in the form of CDR, Demand Draft, Pay Order or Bank Guarantee. The original instrument must be placed in the Financial Bid however a copy of the same shall be attached with Technical Bid.
- 5. At any time prior to the deadline for submission of bids, the Procuring Agency/ Client, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment. Such amendment/response shall be sent to all prospective Bidders that have received the bidding documents, and shall be binding on them.
- 6. The Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.
- For the purpose of preparing the bid, the interested bidders will be allowed to visit the respective hospital to conduct survey and relevant assessments – However,

basic details about each Hospital and service timings are mentioned in this document.

- 8. The bidders are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at bidder's risk and may result in rejection of the proposal.
- 9. The offer must be valid for **180 Days** from last date of submission of bids.
- 10. The procuring agency shall evaluate the technical proposal in a manner prescribed ahead in the document, without reference to the price and reject any proposals that do not conform to the specified requirements. The Service Provider shall provide complete detail of relevant personnel i.e., EOBI /Insurance.
- 11. After submission, no amendments in the technical or financial proposal shall be permitted.
- 12. The Service Provider shall have to provide all relevant documents required for qualification. Service Provider shall have to give detail of HR, Goods etc. as per enclosed **Appendices**. Deficient documents, claims regarding HR, Supplies / equipment etc. shall not be acceptable.
- 13. 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 responsive bidders, on a time, date and venue announced and communicated to the bidders in advance in the presence of the bidders or their representatives. The financial bids of the technically non-responsive bidders shall be returned un-opened to the respective bidders.
- 14. The quoted prices shall be treated as firm and final in PKR.
- 15. The Bidder shall indicate on the Price Schedule the Unit Prices and Total Package Price of the Human Resource (Security Personnel's i.e. Ex-Army, Civilian and Lady Searcher & Supervisors etc.) and associated supplies/equipment, it proposes to supply under the Contract.
 - a. Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialled.
 - b. Every page is to be signed and stamped at the bottom. The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties.

The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

- c. While tendering your quotation, the present trend/ inflation in the rate of services and goods in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of services and goods shall be entertained after the bid has been submitted.
- 16. The Bidder shall submit the Bid including Bid Form and Appendices.
- 17. Financial proposal should be prepared using the formats given in the Bid Form. Financial proposals of only the technically qualified/ responsive bidders will be opened after due notification and procedure as laid down in PPRA Rules.
- 18. Conditional discounts shall not be considered in evaluation.
- 19. The Financial Proposals should contain:
 - a. Covering Letter on Company letter-head
 - b. Human Resource Cost (Security Personnel & Supervisors) along with breaking-down of taxes and cost of associated supplies/equipment including all taxes.
- 20. The award of the contract shall be valid for **One Year** from the date of its signing. However, extension in the Contract for an equivalent period can be made subject to satisfactory performance of service provider as well as mutual agreement/ consent of both parties.
- 21. Intended date of commencement of services will be **15 Days** from the date of award of the Contract.
- 22. The organization must quote the Contract Title and include the following declarations:
 - a. We have examined the information provided in your terms of reference and offer to undertake the work described in accordance with requirements as set out in the TOR.
 - b. The proposal (Technical & Financial) has been arrived independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other potential investor invited to submit proposal for this contract.
 - c. We confirm that the enclosed hard copy of the technical proposal are true and have complete copies of these documents.

- d. We confirm that all Service Provider will be available to undertake the services.
- e. We confirm that there are no personal, financial and business activities that will, or might, give rise to a conflict of interest, if we are awarded with this contract.
- f. Subcontracting is not allowed in any case. At the time of the contract the Service Provider shall submit an undertaking on a legal paper, that the firm shall not further sub-contract/sublet services or any part thereof in respect of any hospital to a third party/sub-contractor.
- g. We confirm that the Service Provider:
 - i. Are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, blacklisting, insolvency or financial standing.
 - ii. Have not been convicted of any offence concerning professional misconduct.
 - iii. Have not been convicted of corruption including the offence of bribery.
 - iv. We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.
- h. I confirm that I have the authority of *[name of Service Provider's company*] to submit proposal and to clarify any details on its behalf.
- During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid as provided in Rule 33 of PPR 2014. The request for clarification and the response shall be in writing, and no change in the prices or substance of bid.

Bidding Method & Evaluation

Bidding Method

According to PPRA rule 38 2(a) Single Stage Two Envelopes Bidding Procedure shall be adopted.

Rejection of Bids

- 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 the Bidder who participated in the process seeking the reasons for its bid's rejection, but is not required to justify those grounds.
- Notice of rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

Performance Security

The successful bidder shall furnish a Performance Security in the shape of a Bank Guarantee from a scheduled / recognized bank operating in Pakistan on the format attached at *Appendix-2* of the amount equivalent to **5%** of the total annual amount, with validity of **16 months** before the signing of the contract. The performance guarantee shall be renewed at least one month before its expiry for renewal of the contract.

Bid Evaluation

- 1. If the technical component achieves 60% points, the bid will be considered technically responsive. Those bids scoring less than 60% will not be considered for financial bid opening.
- 2. Financial bids of technically responsive bidders shall be opened at a date and time fixed and notified in advance to the bidder. The contract may be awarded to the lowest financial bid of the technically qualified bidders (bidders scoring 60% or more in the technical evaluation) subject to reasonability of prices. However, Procuring Agency may reject all proposals as specified in rule 35 of Punjab Procurement Rules, 2014.

Technical Evaluation

The following evaluation factors/ criteria will be employed on **Technical Proposals**.

4. TECHNICAL EVALUATION CRITERIA (KNOCKDOWN CRITERIA)

The Bidder/ Service Provider must comply with all the mandatory parameters. In case of noncompliance of any mandatory parameter, the bidder shall be declared as non-responsive and shall not be considered for further evaluation for marking parameters.

- 1. Eligibility of the Bidder as per ITB Clause 3.1(a-d).
- 2. The Bidder shall have to clearly specify the package(s) for which the Bidder is submitting its Bid.
- 3. The Bidder shall submit Package-Wise Bid.
- 4. The bidder must be approved / licensed / registered by the Punjab, Home Department as a Security Service Provider.
- 5. The Bidder shall have a valid registration with EOBI / PESSI.

RESPONSIVE BIDDER:

(Bidder complying with all mandatory parameters and obtaining 60% Marks shall be declared as Responsive. Financial Bids of only Responsive Bidders shall be opened)

Sr. No.		Parameters		Marks		
	Experie	nce of the Firm				
	Sr No.	PARAMETER	MAXIMUM SCORE			
(i)	a.	*Experience in Security Services01-03Relevant Projects(10 Marks)04-06Relevant Projects(15 Marks)07-09Relevant Projects(20 Marks)>09Relevant Projects(25 Marks)	25	35		
(1)	b.	**Business History of the Service Provider3-5Years(05 Marks)>5Years(10 Marks)	10			
	Certificat ** Busine	dder shall have to provide Completion Certificate/Satisfactory e/Purchase Orders in order to substantiate its claim. ess History shall be calculated from the date of establishment of the re to provide relevant documents in this regard.				
	Capacity o	y of the Firm f the firm will include Valid Arms Licenses, Available No. of Civilian C Army Guards. Complete detail of relevant personnel i.e., EOBI / Insu	rance			
	Sr No.	PARAMETER	MAXIMUM SCORE			
	a.	No of Valid Arms Licenses51 - 70Valid Arms Licenses>70Valid Arms Licenses(15 Marks)	15			
(ii)	b.	*No of Ex-Army Guards51 - 70 Relevant Personnel(10 Marks)>70 Relevant Personnel(15 Marks)	15	45		
	c.	No of Civilian Security Guards80 - 120Relevant Personnel>120Relevant Personnel(15 Marks)	15			
	*For Ex-Army Guards the firm must submit Service Certificate. <u>Note:</u> List of Ex-Army Guards & Civilian Guards along with CNIC & Contact No. must be provided by the Service Provider					
	Financi	al Strength				
	Sr No.	PARAMETER	MAXIMUM SCORE			
(iii)	a.	Average Annual Turnover for last 03 Years (duly supported by Audited Financial Statements)15 - 25Million>25 - 35Million>35Million(20 Marks)	20	20		

	EVALUATION CRITERIA					
Sr.	Category	Marks				
i.	Experience of the Firm	35				
ii.	Capacity of the Firm	45				
iii.	Financial Strength	20				
	Total 100					
	Minimum marks required	60				

5. FINANCIAL EVALUATION

The financial evaluation of the bid shall be according to the financial evaluation as given in **Annexure-III**. Incomplete bids shall stand rejected.

Redressal of Grievances

- The Procuring Agency shall constitute a committee, according to Rule 67 of Punjab Procurements Rules 2014, comprising odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur during the procurement process.
- 2. Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of their bid may lodge a written complaint concerning his grievances not later than **10 Days** after the announcement of Bid Evaluation Report.
- 3. The committee shall investigate and decide upon the complaint as per rule 67 of PPR-2014.

Note: Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

TECHNICAL BID FORM

{Location, Date}

To:

Project Director, PMU Primary and Secondary Healthcare Department, Government of Punjab. 31-E/1, Shahra-e-Imam Hussain, Gulberg-III, Lahore.

We, the undersigned, offer to provide the requested services as in accordance with your Bidding document (PROCUREMENT OF SECURITY SERVICES FOR DHQ HOSPITALS OF PUNJAB) BID REFERENCE NO: P&SHD/PMU/OS/SEC/2019-20 dated_[insert date here]_____. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under a separate envelope.

Total No. of Packages Applied for _____

Name of Package Applied

- a) (Name)
- b) (Name)

We understand that the Client is not bound to accept any Bid that the Client receives.

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail):

FINANCIAL BID FORM 1

{Location, Date}

To:

Project Director, PMU Primary and Secondary Healthcare Department, Government of Punjab. 31-E/1, Shahra-e-Imam Hussain, Gulberg-III, Lahore.

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Bid dated [Insert Date] and our Technical Bid.

Our attached Financial Bid is for the amount of {Indicate the corresponding amount(s) currency (ies)} {Insert amount(s) in words and figures}, *inclusive of all taxes..* The estimated amount of taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. Our Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Bid and Contract execution.

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

We remain,

Yours sincerely,
Authorized Signature {In full and initials}:
Name and Title of Signatory:
In the capacity of:
Address:
<u>E-</u> mail:

FINANCIAL BID FORM 2

SECURITY SERVICES FOR PACKAGE

Name of Bidder:

Mailing Address:

Income Tax Registration No.

PRA Registration No.

Total Amount in monthly basis:

Total Amount on annual basis:

Sign:

Designation:

Stamp:

Lowest Determination Factor

(Total HR Cost on Monthly Basis including all applicable taxes + Total Rented Cost of Goods/Supplies on Monthly Basis including all taxes + Management Cost on Monthly Basis including all applicable taxes)

FINANCIAL BID FORM 3

BREAKDOWN OF COST – PER PACKAGE

Description	Minimum Number of Personnel Per package (As per Appendix 6)	Total Rate (PKR) per worker per month inclusive of all applicable taxes and insurance	Total Cost (in PKR) for 1 Month inclusive of all taxes and Insurance	
Supervisor	А	В	A*B=C	
Security Personnel (Civilian Guard)	D	E	D*E=F	
Security Personnel (Ex-Army)	G	Н	G*H=I	
Security Personnel (Lady Searcher)	J	К	J*K=L	
Rented Cos	Rented Cost of Associated Supplies per package (Appendix-1)			
Management Cost per package per month			Ν	
Tota	C+F+I+L+M+N			

Number of Security Personnel & Supervisor may be increased or decreased as per requirement. However, the approved prices shall remain the same. The quantity mentioned in the **Appendix-6** will be used for evaluation purpose.

The bidder shall have to abide by the circular / instructions issued by Punjab Procurement Regulatory Authority which is attached at **Appendix – 4(a)**. Failing to comply with will result in non-responsiveness of the bidder.

6. GENERAL CONDITIONS OF CONTRACT (GCC)

Approach & Methodology

The Bidder shall explain his plan for performing the security services as per the terms of the references and overall scope of this document.

Roles & Responsibilities

Primary Responsibilities of the Firm

Bidder shall provide operation and management of security services, security personnel, patrol and related services as set forth in this document. The services contracted include, but are not limited to, the following:

- 1. Security Clearance of the staff provided to procuring agency will be the responsibility of Service Provider.
- The service provider shall provide Security Services 24 Hours per day, for the contract period as per the requirement set out in the Service Specific Specifications and relevant to the delivery of desired security services.
- 3. The firm must abide by the prevailing labour and Security laws including but not limited to Minimum wages, social security and EOBI. The Procuring Agency reserves the right to seek proof if the same is being paid to the personnel, the failure of which can lead to the Termination of the Contract, forfeiture of Security money and remaining invoices amounts may be distributed to Security Staff of the firm.
- 4. The firm must provide uniform-kits, shoes, identification cards; personal protective equipment etc. to its entire staff deployed at the hospital and ensure proper maintenance of it. Further the Service Provider shall provide licensed arms to Security Personnel as specified in *Appendix-1*. All staff would be required to be in clean uniform at all times.
- 5. The firm / company have to deploy Supervisors and Security personnel's as per *Appendix-6.*
- 6. The submission of invoice with relevant documents as per the checklist attached at **Appendix-5**.
- 7. The contact details of every Supervisor to be provided by the firm / company.
- 8. Ensure 100% staff attendance, required as per contract with client wing.
- 9. Provide the required equipment mentioned in *Appendix-1*. The successful bidder shall have to make all this equipment physically available in the hospital

before starting the work and these should always remain in working condition during the period of contract.

- 10. The service provider will ensure that the no smoking environment rules in the hospital are respected. Violations will attract a fine as per Govt. instruction for each violation.
- 11. The Supervisors shall be employed by the service provider as per requirements of the Procuring Agency. These supervisors are to perform the following roles:

Responsibilities of the Client

- 1. Facilitate the service provider in smooth provision of services.
- 2. Periodical performance monitoring of the service provider through a designated officer for every Building.
- 3. Timely payment of service provider invoices after generation of monthly report.
- 4. Provide office space/ storage for equipment and miscellaneous tasks by the Service Provider.

General Guidelines

- In the event of any illness/ injuries resulting from any accident to their staff, the service provider shall take all responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for the same without making Procuring Agency a party to it.
- 2. In case of any labour disputes regarding their employees, resolve the same at the earliest to ensure scheduled work is completed satisfactorily and on time.
- 3. No employer employee relationship between staff and facility management staff shall be maintained.
- Ensure that all staff assigned to the hospitals be adequately immunized against all types of communicable diseases and periodically monitored through health check-ups.
- 5. The services provider shall provide the names, address, age and a fresh medical certificate of the workers to be deployed at the hospitals well in advance (a week).
- 6. The Procuring Agency reserves the right to direct the service provider for replacement of Security Personnel and the service provider shall be bound to

do the same. Non-compliance may result in punitive action against the Service Provider.

Force Majeure

- For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2. The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Termination of the Agreement

- a. Without prejudice to any other available rights / remedies, the Procuring Agency shall have the right to terminate this agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this agreement by Service Provider.
- b. The performance of services by the Service Provider under this agreement shall remain under observation during the whole period of the agreement, in case the services are found unsatisfactory, below the specified standard or non-performance due to strike of the Service Provider staff / manpower, this contract shall be terminated by the Procuring Agency at any time with immediate effect.
- c. In such events e.g. non-performance due to strike or violation of contract, the Service Provider shall be BLACKLISTED as per the prevailing PPRA rules and performance security will be encashed or the equipment may be confiscated.

- d. Not with standing anything contained in this agreement, each party shall have the right to terminate this agreement upon **30 Days** written notice to the other party and upon written/ recorded reasons for the same.
- e. The Procuring Agency shall be entitled to terminate this agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Service Provider or its employees or non-performance of responsibilities and services by the Service Provider.
- f. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

Arbitration and Resolution of Disputes

- 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.
- 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 to the Arbitrator for resolution through arbitration.
- 3. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

Renewal of Contract

- a. The contract between the Procuring Agency and the Service Provider can be extended further up to another term / terms on the same terms & conditions. The annual renewal shall be based on the following (not limited to) conditions:
 - 1. Mutual consent of both parties
 - 2. Performance review of the service provider dully signed by Medical Superintendent of the Hospital.
 - 3. Approval of Competent Authority.
 - 4. Renewal of the performance security by the service provider.

7. SPECIAL CONDITIONS OF THE CONTRACT (SCC)

- The service provider shall be liable to pay compensation for any loss and damage caused to the property of the Procuring Agency or its staff by the Service Provider or its workers. The Service Provider can also partner with an insurance company that will pay to compensate for the damage on behalf on the Service Provider.
- 2. The Service Provider shall be entirely responsible for the conduct of its staff and in case of any complaint against any staff, Service Provider will be under obligation to take necessary action to replace any staff (under the clause of persona non grata) when instructed in writing by the Focal Officer appointed by the client. The Service Provider shall observe all the laws and will responsible for any prosecution or liability rising from breach of labour laws. The Client shall not be responsible for any such action with regard to staff on the rolls of the Service Provider whatsoever.
- In such circumstances when the service provider is unable to provide the required services, the client has the right to withhold payment and procure the services of any other service provider for the same financial amount.

8. (SCOPE OF SERVICES/TERMS OF REFERENCE)

Background

The Primary and Secondary Health Department is the key department entrusted by the people of Punjab with responsibility to provide healthcare services to the communities and the population. The Primary and Secondary Health Department delivers primitive, preventive and curative healthcare services from the Primary to the Secondary Healthcare level.

In 2016, the Government of the Punjab launched a landmark initiative to revamp secondary healthcare facilities across the province including 26 District Headquarter (DHQ) Hospitals and 99 Tehsil Headquarter (THQ) Hospitals. The agenda of the above initiatives was based on 6 key reform areas. Outsourcing of clinical and non-clinical services in Secondary Healthcare Establishments was one of these 6 reform areas. There are certain non-clinical facilities in the DHQ and THQ Hospitals for which Project Management Unit (PMU) devised a comprehensive, workable and benefiting pay for performance model. The Security Services was one of the pivotal non-clinical services which was initiated by the Primary & Secondary Healthcare Department.

Contextual Information

The District Head Quarters (DHQ) Hospitals are located at District headquarters level and serve a population of 1 to 3 million, depending upon the category of the hospital. The DHQ hospital provides primitive, preventive and curative care, advance diagnostics, inpatient services, advance specialist and referral services.

DHQs provides referral care to the patients including those referred by the Basic Health Units, Rural Health Centers, Tehsil Head Quarter hospitals along with Lady Health Workers and other primary and secondary care facilities.

Scope of Services

Project Management Unit (PMU), Primary & Secondary Healthcare Department (P&SHD) requires firms to provide Security Services for **24 Hours a day (365 days/ 7 days a week including Sunday & Holidays)** in the entrusted DHQ Hospitals as mentioned in this tender document.

Operations Responsibilities:

- 1. Control unauthorized access to Hospital territory.
- 2. Ensure protection of the personnel's & property of the Hospitals.
- 3. Prevent trespass with/without arms.
- 4. Prevent the entry of unauthorized persons and unauthorized vehicle inside the premises of hospital.
- 5. In case of any incident such as theft, robbery, fight, accident inside the hospital, it is the responsibility of the service provider to coordinate/assist with designated hospital focal person in lodging of FIR, legal proceeding etc.
- 6. Check entry and exit of the personnel, if required screen / inspect visitors/staff and their baggage, conduct body check (with the metal detector) to identify and take away sharp instruments, flammable stuff. Perform suppression and removal of invaders, demonstrators and unauthorized entrants. Service Provider shall deploy walk-through gates at entry points.
- 7. Recognize and respond to security threats or breaches.
- 8. Recognize and respond to emergency situations and safety hazards such as fire, power outages, terrorist attacks, accidents, short circuits.
- 9. The Security Personnel/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire- fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.
- 10. Safeguard the property against theft, damage and misuse. Damage shall include setting up of banners, posters, advertisements, graffiti etc. without Hospital Administration's permission in the Hospital territory.
- 11. The Service Provider shall patrol the Hospital area (outside surroundings and inside corridors) as required or as directed by the Office/Hospital Administration to prevent trespassing, vandalism, sabotage, theft etc.
- 12. The Service Provider shall be responsible to ensure the safety and security of Hospital's assets (moveable and immovable) including any items stored in Hospital's warehouse.
- 13. Monitor and provide information about public events or other activities in the geographic area that may impact Hospital Operations.
- 14. Report any occurrence of security violations to the Hospital Administration as quickly as possible.

- 15. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the premises.
- 16. It should be ensured that flower plants, trees and grassy lawns are not damaged by the staff, outsiders or stray cattle.
- 17. In emergency situations, security staff/supervisor/Senior Security Supervisors deployed shall also participate as per their role defined in the Security plan of the Hospital. Security personnel should be sensitized beforehand for their role in such situations.
- 18. The Service Provider shall be responsible for the confidentiality of the information. The Service Provider shall take and must have mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to the security plans, in relation to this Agreement or the Security Services. Neither the Service Provider nor any of the employees/agents shall discuss nor disclose verbally or in writing any information regarding any of the internal security operations with any uninvolved persons or agencies without prior written approval from the Hospital Administration.
- 19. In case, a security guard is not performing his duties well, he shall be served a warning letter by Hospital administration and if, after one week, he is still not able to perform his duty, service provider will replace the staff. However, hospital administration reserves the right to ask Service Provider to replace any security personnel without any reason.
- 20. Any other duties/responsibilities assigned by the Hospital Administration may be incorporated in the agreement. The same shall also be binding on the Service Provider.
- 21. The Service contract include, but are not limited to, the following:
 - Conduct periodic outside patrols and periodically roam floors. Inspect packages, briefcases, purses, duffel bags, and other items being brought into or being removed from premises of the building.
 - Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such event, Contractor will summon appropriate response agencies and then notify to the concerned authorities in accordance with applicable orders and policies; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.
 - Provide escorts for dignitaries, as required.

- Provide key and lock support to include unlocking and locking services.
- Prevent unauthorized access to High Risk areas (Labor Rooms/Wards/OTs/Doctor Examination Room).
- Check all floors as personnel leave for the day to insure that lights and any other electrical units are turned off.
- Traffic Control: Serve as required in traffic direction; control and monitor admittances to parking areas.
- Key Control: Receive and account for keys to the building, various offices, chain locks, etc.

Security Staff Requirements:

- 1. Service Provider will supply all the staff necessary to complete the duties as mentioned in the Bidding Documents.
- The Service Provider shall be responsible for furnishing all labor ammunitions, uniforms, flashlights, batteries, cellular phones / communication devices, detectors and other related equipment.
- 3. Arms shall be in working condition at all the time. Armed Guards must be equipped with sufficient cartridges
- 4. All arms must be licensed in the name of the company.
- 5. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
- 6. An authorized representative of the Service Provider shall ensure his/her presence at short notice when required by the administration.
- Service Provider will provide additional staffing, as requested by the Hospital, for special events. These special events will require the Service Provider to provide staffing outside of our normal working hours.
- 8. The Service Provider shall be responsible for all acts done by the personnel engaged by it. The Service Provider shall at all-time use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that all its personnel are aware of the code of conduct governing the services including the Security Services.
- 9. The Service Provider shall ensure that it does not engage or continue to engage any personnel with criminal record / conviction or otherwise undesirable persons

and shall bar such person from participating directly or indirectly in the provision of Security Services.

10. Minimum desired standards of personnel shall be as below:

Medically fit

Physically fit;

Hospital may test their fitness as per established methods if found.

- 11. All Security Guards assigned must be alert, punctual, physically fit, in good health, without physical/mental abnormalities/defects which could interfere with the performance of his/her duties including good vision without color blindness. They should possess good physique, necessary skills, knowledge, expertise and experience to satisfy the requirements of the security work involved. They should not be suffering from any contagious/major diseases
- 12. The Service Provider's staff appearance will be influential in creating a good image of Hospital. Their appearance shall set a good example. The Service Provider shall ensure that guard personnel at all times present a neat and clean appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment.
- 13. If the assigned Security Personnel does not report on duty on time, the Service Provider is required to send a replacement personnel immediately, without jeopardizing the security.
- 14. During non-operational hours, the Security Personnel will check all doors to ensure that they are locked, inspect all areas by turning on a minimum number of lights, check for open windows, running or dripping water.
- 15. The Security Personnel shall take appropriate action to preclude or minimize loss and render reports of all incidents, accidents, property damage, and maintain all records in connection with the duties and responsibilities of the security force. They shall comply with inspection rounds requirement.
- 16. The Service Provider shall nominate a focal person (manager or head supervisor), to engage regularly with the Hospital administration. The Service Provider shall ensure 24/7 availability of such focal person. Hospital administration will engage this focal person to resolve day-to-day queries.

17. The Qualification & Experience of Security Personnel are as follows;

Sr. #	Description	Qualifications & experience			
1	Supervisor	 Act as an interface between the Client and the contractor's staff. Maintaining duly signed daily audit sheets and complaint registers Record requests and feedback from the client from time to time and appropriate actions taken. Coordinate any kind of shifting/ relocations of the staff and the same shall also be reported to the client Responsible for the turnout / grooming of the entire facility staff. Decide on the work and staff deployment on a daily basis Maintain attendance for all the staff. Ensuring presence of the staff at their respective stations and the completion/ compliance of the various duties assigned to them. Help induce a sense of responsibility, discipline and hygiene in all employees. Maintain log of all equipment and utilities' allocation and utilization Submit the required reporting forms. Should be medically fit 			
2	Security Personnel	Job Description: (As listed in scope of services) Minimum experience: At-least 5 years (as security guard or ex- serviceman) Age: 25 Years & Above			

9. FINES & PENALTIES

- A. It should be the responsibility of service provider to provide the required number of HR as mentioned in (*Appendix-6*). Penalty of Rs. 500 per head per day shall be imposed for every missing personnel that was required to stay on duty for that particular day. However, the Security of the premises shall be the responsibility of the Service Provider.
- B. In case of non-maintenance / out of order /out of stock of Security Equipment, penalties will be imposed as per Appendix-1.
- C. Service provider shall be responsible to provide Ex-Army guards according to contract. Penalty of Rs. 200 shall be imposed per day for each missing X-Army Guard.
- D. The service provider will be responsible for paying his employees in the institution in the first 5 days of every month. Such payment will not depend on the payments made by the institution to the service provider. The service provider will pay his employees from his own resources. Any protest or strike or misconduct observed by the security personnel etc. will be considered a breach of contract and a minimum fine of Rs. 5,000 will be imposed for every incidence and will be doubled every 24 hours. However, the incidence shall be evaluated by the administration of the Institution and its decision shall be acceptable to the firm. If the strike continues for more than 5 days, the process for termination of contract may be initiated after the generation of an official report by the designated authority.
- E. The service provider shall ensure that no member of the staff takes financial compensation or benefit from the staff or public of any sort. A minimum fine of Rs.5000 shall be levied for every instance of a written report submitted to Administrative Head of the Institution.
- F. In case of any staff is found without uniform penalty of Rs. 200 will be charged for each staff for that particular day.
- G. Procuring agency may desire to replace any personnel without any reason and failure to do so shall be considered a breach of contract and a minimum penalty of Rs. 5,000 will be imposed for every such incidence.
- H. In case any of service provider's personnel deployed under this work order is not present at his assigned place (arrive late or leave early) during inspection, it will be treated as absence and penalty of Rs. 200/- per vacant point per shift be deducted from the service provider's bill.

- I. In case a security incidence occurs due to gross negligence or unsatisfactory performance of the service provider, the client reserves the right to withhold performance security or recover the damages, occurred to the property of the client or the people visiting the hospital due to such negligence of the service provider, from the invoice of service provider or do both.
- J. The amount of the penalty will be imposed / approved / recommended by Administrative Head of the Institution.

<u>Note:</u> The administration and service provider shall create a WhatsApp Group to address the operational issues and complaint management for immediate response. However, official correspondence shall be made as per Govt. norms. The respective hospital will share the details of the performance penalties from time to time to the Service Provider.

10. CONTRACT FORM

This Contract (hereinafter called as "Contract") is made at Lahore the ______ 2019, between on the one hand, Project Management Unit (PMU), Primary &Secondary Healthcare Department through its Officer Incharge (hereinafter referred to as the *"Procuring Agency"*) (which expression shall include successors, legal representatives and permitted assigns) of the First Part

AND

on the other hand, **M/s (***Firm Name***).** a firm registered under the laws of Pakistan and having its registered office at (*Address*) acting through its ______ (hereinafter called the *"Service Provider"*) (which expression shall include successors, legal representatives and permitted assigns) of the Second Part.

WHEREAS

- a) Primary and Secondary Healthcare Department on behalf of the procuring agency invited the bids/tender for Hiring of firms for the provision of Security Services for DHQ Hospital thereafter in which the Service Provider also participated and was declared as Lowest Evaluated Responsive Bidder.
- b) The service provider having represented to the Procuring Agency that they have the required professional skills and personnel and technical resources have agreed to provide the services on terms and conditions set forth in this Contract as defined in the General Conditions / Special Conditions of the Contract and the Scope of services (hereinafter called as "Services")
- c) The procuring agency in response thereof after conducting need analysis has decided to procure the Security Services for an amount PKR (Amount in Words and Words).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- 1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
- **2.** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:
 - a. the General Conditions of Contract;
 - b. the Special Conditions of Contract;
 - c. the Procuring Agency's Notification of Award;
 - d. the scope of work;
 - **e.** the Bid & its clarifications.
 - f. any other documents deem appropriate
- **3.** In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter hereby covenants with the Procuring Agency to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- 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 this Contract at the time and in the manner prescribed by this Contract.

- 5. [The Service Provider] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
- 6. Without limiting the generality of the foregoing, [Service Provider] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
- 7. [The Service Provider] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- 8. [The Service Provider] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.
- 9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[Service Provider]* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[Service Provider]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab.
- **10.** In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or award made by the Arbitrator shall be final and binding on the Parties.
- **11.** The Contract shall not constitute a partnership between the parties and that the *Service Provider* shall not in any manner represent itself as agent or authorized representative of the Procuring Agency of the Government of the Punjab etc. or be considered as such included.
- **12.** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- the Letter of Acceptance;
- the Special Conditions of Contract;
- the General Conditions of Contract;
- the Scope of Services;
- Performance Specifications;
- Appendices
- Bidding Document
 - 2. The mutual rights and obligations of the Procuring Agency and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring Agency shall make payments, to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at ______(the place) and shall enter into force on the day, month and year first above mentioned.

Sign/ Seal by the Supplying firm	Sign/ Seal by Procuring Agency
Witness	
1.	1.
2.	2.

<u>Note</u>: 1. In case of alliance; all the firms have to sign this document jointly along with Procuring Agency, as all firms will bear equal responsibility in execution of the contract.

11. APPENDICES

<u> Appendix - 1</u>

List of Supplies/Security Equipment

Sr.#	Description	Tentative Number Required (Mandatory)
1	Weapons (with ammunition)	15 Weapons per Hospital.
2	Hand Metal Detectors	04 per Hospital.
3	Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.	For all Security Staff
4	Whistles	For all Security Staff

Penalties

Sr.#	# Description Penalty charges in case of availability of equipment/tool					
1	1Weapons (with ammunition)200/- (per day/ per missing gun ammunition)					
2	Hand Metal Detectors	200/- (per day/ per missing detector)				
3	Uniform including Shirt & Trousers, Cap Shoes, Belt, Name Tag, etc.	200/- (per day/ per guard)				
4	Whistles	-				

<u> Appendix - 2</u>

FORM OF PERFORMANCE SECURITY

To:

Project Director, Project Management Unit, Primary & Secondary Healthcare Department, 31/E-1, Gulberg III, Lahore

PERFORMANCE SECURITY NO. (the Guarantee)

We, $[\bullet]^3$, being the Guarantee issuing bank (the **Issuing Bank**) understand that $[\bullet]$ a company incorporated under the laws of $[\bullet]$ having its registered office located at $[\bullet]$ (the **Service Provider**) has been selected as the successful bidder following a tendering process for the Procurement of Security Services for ** Name**.

Further, we understand that pursuant to such tender process, the Service Provider is required to provide ** Name** with a performance bond equal to PKR ______ (05% of annual quoted price of contract).

The above premised, We (the Issuing Bank) hereby undertake irrevocably and unconditionally to pay to **Name**, without any notice, reference or recourse to the Service Provider or to any other entity or without any recourse or reference to the Contract, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

PKR_____

(The Guaranteed Amount)

³Insert name of Issuing Bank;

at sight and immediately, however not later than within five (5) business days from the date of receipt of the ** Name** first written demand (the **Demand**) at the Issuing Bank's offices located at [•], such Demand shall state that the Service Provider is entitled to make a demand under the Guarantee and shall set out the total amounts demanded.

The Demand shall only be honored by us, if it is made by and bears the signature of the representative of ** Name**.

We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties,

charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the signing of the contract between ** Name** and Service Provider.

After having come into force, this Guarantee and our obligations hereunder will expire on [*Insert date and time*] (the **Guarantee Expiry Hard Date**) (6-months after the expiry of the contract) provided that, in the event that the Procuring Agency issues a Demand to the Issuing Bank on or immediately prior to the Guarantee Expiry Hard Date, the Issuing Bank shall honour that Demand.

Upon expiry, this Guarantee shall be returned to the Service Provider without undue delay. Multiple Demands may be made by ** Name** under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between ** Name** and the Service Provider without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Service Provider's constitution or of their successors and assignees and this

Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract or other instruments are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

** Name** may not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the applicable laws and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory (ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee.

Signed by authorized signatory

<u> Appendix - 3</u>

To,

Project Director, Project Management Unit, Primary & Secondary Healthcare Department, 31/E-1, Gulberg III, Lahore

SUBJECT: CONFLICT OF INTEREST

We hereby confirm that we (including our company, firm, associates, subsidiaries and related parties) have not entered into any contract (including employment contract), transaction, or any other business/other relationship, with any person (including the current employee, ex-employee or any relative/associate of the employee or ex-employee) or organization, in conflict of our contractual obligations under the said contract.

We also confirm that we shall not enter into any of above mentioned contract, transaction or relationship in future unless we obtain written permission from Project Management Unit, Primary & Secondary Healthcare Department.

AUTHORIZED REPRESENTATIVE

NAME OF THE COMPANY

Note: This must be printed on Company Letter head.

Undertaking for Minimum Wage Rate

Dated _____

То

Project Director, Project Management Unit, Primary & Secondary Healthcare Department, 31/E-1, Gulberg III, Lahore

SUBJECT: Undertaking for Minimum Wages to Staff/Labour

Respected Sir

It is undertaken that M/S ______ is currently practicing the undermentioned human resource policy and also will continue to practice the same in future under the contract named "_____". Any non-compliance in below mentioned shall be headed towards the breach of contract.

- 1. Provision of minimum wage as notified by the Government of Punjab applicable for the period of Contract.
- 2. Child Labor is forbidden under the contract. Children under the age of 18 years will not be employed, as per the Pakistani law.
- **3.** All labor laws including social security and EOBI etc. are applicable in the Contract and will remain the responsibility of the Service Provider.
- 4. Our firm NTN Number is _____ and it was established in _____

Note: All tender terms and conditions are accepted as laid down in the tender inquiry

Regards

Mr. _____

M/s _____

Lahore.

Note: This will be printed on stamp paper worth Rs. 100.

http://ppra.publiab.gov.pk



Tel: 042-09204572 Fax: 042-35284776 No. L&M(PPRA) 10-01/2011 PUNJAB PROCUREMENT REGULATORY AUTHORITY, S&GAD 3"^d Floor, Al-Falah Building, The Mall Labore.

Dated Lahore, 03rd December, 2018

CIRCULAR

Punjab Procurement Regulatory Authority is being frequently approached by different institutions / procuring agencies seeking advice as to whether while considering the competitive rates quoted by different security service firms for security guards, minimum wages announced by the Govt, is to be considered and made the base line while evaluating such bids or otherwise.

2. The cases have been examined in detail in consultation with relevant institutions regulating the laws relating to minimum wages. PPRA is of the view that though the evaluation of bid is the main criteria for selection of bidder yet in case of services (security guards) where minimum wages are required to be considered are be kept in view. The procuring agency must evaluate the bids considering the fact that the rates quoted by the bidders include the base line of minimum wages along with other applicable taxes. Any bid which is devoid of aforementioned parameter might carry the inbuilt tendency to evade the state law / rules which cannot be allowed and taken as an apt discourse or process.

3. The procuring agencies are also advised that while budgeting the expenditure for all services involving minimum wages, must keep in view the base line expenditure which is recuired to be involved in the bid.



Cci

- Registrar, Lahore High Court Lahore;
- All Administrative Secretaries, Government of the Punjab;
- Inspector General of Police, Punjab;
- Accountant General, Punjab;
- Director General, Civil Audit, Punjab;
- Director General, Works Audit, Punjab;
- All Divisional Commissioners, Government of the Punjab;
- All Deputy Commissioners, Government of the Punjab.

(SHAHID HUSSAIN) Manaping Director, PPRA

	Invoice Checklist						
	(to be attached with invoice)						
Sr.	Description	Annexure	Attached				
1.	MS Covering Letter	Α.					
2.	Original invoice/bill(s) signed by MS & NMS (Admin, HR, Budget and Account, Audit officer)	В.					
3.	Corrected invoice details	C.					
4.	Bio Metric Attendance and Manual Attendance maintained on register signed by NMS (Admin, HR, Budget and Account, IT, Audit officer) However on manual attendance, employee will sign himself instead of writing "P"	D.					
5.	MS Letter/Bio Metric Certificate, in case issue in Bio metric machine or medical issue of employee	E.					
	Following forms maintained by Service Provider signed by MS, Admin Officer and Supervisor	F.					
	Weekly Report	G.					
6.	Monthly Checklist	Н.					
	Activity Log Form	Ι.					
	Complain/Report slips	J.					
	Complain resolution report register	Κ.					
7.	Penalties calculation Sheets (Overall penalty sheet, Penalty on HR) signed by MS & NMS (Admin, HR, Budget and Account, Audit officer) Penalty sheet will be calculated and signed on daily basis and will be shared with the service provider for his record.	L.					
9.	If NMS position is vacant in the hospital (Admin, HR, Budget and Account, IT, Audit officer), attach letter that he has not joined yet, it should only be signed by MS	М.					

Appendix - 5

<u> Appendix - 6</u>

		REQUIRED N		OR AND SE	CURITY F	PERSON	NEL'S IN EA	CH HOSP	ITAL	
Sr.	No. of				Se	ecurity Per	sonnel	Total		Deployed
#	Packages	Division	Name of the Hospital	Supervisor	Ex-Army	Civilian	Lady Searcher	Strength	Reliever	Staff
1			DHQ Layyah	4	17	20	6	47	8	39
2	Package 1	DG Khan	DHQ Muzaffargarh	3	14	20	6	43	7	36
3			DHQ Rajanpur	2	13	14	6	35	6	29
	· · · · ·	Package 1 T	otal	9	44	54	18	125	21	104
4			DHQ Kasur	2	14	20	6	42	7	35
5	Package 2	Lahore	DHQ Nankana Sahib	4	14	10	6	34	6	28
6			DHQ Sheikhupura	5	27	38	20	90	15	75
	· · · · · ·	Package 2 T	otal	11	55	68	32	166	28	138
7			DHQ Khanewal	4	16	18	6	44	7	37
8	Package 3	Multan	DHQ Vehari	3	18	20	6	47	8	39
9			DHQ Multan	6	14	25	6	51	9	42
	<u> </u>	Package 3 T	otal	13	48	63	18	142	24	118
10			DHQ Okara	3	16	16	6	41	7	34
11	Package 4	Sahiwal	DHQ Pakpattan	3	14	14	6	37	6	31
12			DHQ Okara SC	2	10	10	6	28	5	23
		Package 4 T	otal	8	40	40	18	106	18	88
13			DHQ Bhakkar	3	12	12	6	33	6	27
14	Package 5	Sargodha	DHQ Khushab	3	11	14	6	34	6	28
15			DHQ Mianwali	3	18	23	6	50	8	42
		Package 5 T	otal	9	41	49	18	117	20	97

16	Package 6	Bahawalpur	DHQ Bahawalnagar	3	18	18	6	45	8	37
17	rackage 0	Banawaipur	DHQ Lodhran	3	13	16	6	38	6	32
Package 6 Total			6	31	34	12	83	14	69	
18			DHQ Chiniot	2	13	8	6	29	5	24
19	Package 7	Faisalabad	DHQ Jhang	2	16	15	6	39	7	32
20			DHQ Toba Tek Singh	3	14	10	6	33	6	27
Package 7 Total			7	43	33	18	101	18	83	
21			DHQ Narowal	3	13	17	6	39	7	32
22	Package 8	Gujranwala	DHQ Mandi Bahauddin	4	18	21	6	49	8	41
23			DHQ Hafizabad	3	15	16	6	40	7	33
Package 8 Total			10	46	54	18	128	22	106	
24	Package 9	Rawalpindi	DHQ Attock	3	11	9	6	29	5	24
25			DHK Chakwal	3	15	12	6	36	6	30
26			DHQ Jhelum	2	12	11	6	31	5	26
Package 9 Total			8	38	32	18	96	16	80	
Grand Total			81	386	427	170	1,064	181	883	

Note: Number of Security Personnel & Supervisor may be increased or decreased as per requirement. However, the approved prices shall remain the same.