

**PROJECT MANAGEMENT UNIT
PRIMARY AND SECONDARY HEALTHCARE DEPARTMENT
GOVERNMENT OF THE PUNJAB**

Reference NO: P&SHD/PMU/OS/SEC/2021



**Primary & Secondary
Healthcare Department**

Request for Proposal

**PROVISION OF SECURITY SERVICES IN DHQ
HOSPITALS OF THE PUNJAB**

**February
(For the year 2021)**

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1. PREQUALIFICATION NOTIFICATION



Primary & Secondary
Healthcare Department

PROJECT MANAGEMENT UNIT
GOVERNMENT OF THE PUNJAB

Dated Lahore, the December 03rd, 2020

NOTIFICATION

NO.PMU/P&SHD/OS/743: Project Management Unit (PMU), Primary & Secondary Healthcare Department (P&SHD), Government of the Punjab, invited prequalification applications for prequalification for "**Provision of Security Services**". The prequalification advertisements were published in two daily newspapers (Daily Jang & Pakistan Today) dated September the 2nd, 2020, vide IPL No. 7437 to prequalify the firms for provision of Security Services. Thirteen (13) no. of applicants submitted Prequalification Applications which were received and opened on 22-09-2020. Prequalification Applications Evaluation Report was finalized by notified procurement / evaluation committee as per advertised Prequalification Documents and the same was uploaded on official website of PMU and P&SHD. The procurement process was concluded as per PPR-2014. The following Applicants are hereby prequalified for the provision of Security Services.

Sr.	NAME	EMAIL-ID	CONTACT No.	ADDRESS
1	GASHERBRUM SECURITY SYSTEMS (PVT) LTD	securitynoc@gasherbrum.net	1. 0331-5225022 2. 051-2827019	H#31-A, STREET NO. 22, SECTOR F6/2 ISLAMABAD
2	GHOURI SECURITY GUARDS (PVT) LTD	ceoghourisecurity.com	1. 0300-5005041 2. 051-2855742	OFFICE NO 2 SECOND FLOOR AL BABAR CENTER F-8 MARKAZ ISLAMABAD
3	FAST SECURITY & MANAGEMENT SERVICES (PVT) LTD	fsms.pvt.ltd@gmail.com	1. 0300-4143168 2. 0302-8414316	OFFICE NO 1 THIRD FLOOR BABAR PLAZA 657-G /1, MARKET , JOHAR TOWN LAHORE
4	WATCH & WATCH GUARD SERVICES (PVT) LTD	watchandwatchlhr@gmail.com	1. 0301-4502601	2832 CIRCULAR ROAD HARAM GATE MULTAN CITY
5	AJ SECURITY SERVICES (PVT) LTD	gm.ajsecurity@gmail.com	1. 0332-6666668 2. 0302-5731364	OFFICE NO 207 SECOND FLOOR EDEN CENTER JAIL ROAD LAHORE
6	GB SECURITY SYSTEMS (PVT) LTD	gbsecuritykarachi@hotmail.com	1. 0345-8486262 2. 021-35880114	FLAT 004 SECOND FLOOR PLOT 60-C 11TH COMERCIAL STREET DHA PHASE 2 EXT. KARACHI
7	SIGMA SECURITY SERVICES (PVT) LTD	sigmaiscc@gmail.com	1. 0336-5876761 2. 042-37533051	2ND FLOOR SANAWAR CENTER SAMNABAD MORE MULTAN ROAD LAHORE
8	FAIR SECURITY SYSTEM (PVT) LTD	fairsecurity@gmail.com	1. 0301-6246043 2. 042-36299535	G-1 BARA TOWER 36 QUEENS ROAD LAHORE
9	REHMAN SECURITY SYSTEMS (PVT) LTD	admin@rehmanss.com	1. 0344-4431633 2. 042-36636002	11-A GULDASHT TOWN ZARAR SHAHEED ROAD LAHORE
10	SILVER ARROWS SECURITY SERVICES (PVT) LTD	isb@silverarrows.com.pk	1. 0305-4378235 2. 051-2855338	OFFICE NO 4 SECOND FLOOR RAWAL F-8 ISLAMABAD
11	WELL WISHER SECURITY SERVICES (PVT) LTD	wellwisherpvt01@gmail.com	1. 0301-8369320 2. 0300-9459126	MZ 51 CENTRAL PLAZA BARKAT MARKET GARDEN TOWN LAHORE

2. Project Management Unit, P&SHD may issue request for proposal (RFP) to the aforementioned applicants and technical / financial evaluations of received proposals in lieu of issued RFP shall be done by the procuring agency. After evaluation / scrutiny of technical & financial proposals of applicants against the advertised scope, the rates for final contract will be finalized with the lowest evaluated responsive bidder (LERB) in accordance with PPR-2014. The prequalified applicants may provide its services in DHQ / THQ / any other Health Facility(s) under the Revamping Program of Primary & Secondary Healthcare Department, Government of the Punjab and Project Management Unit, P&SHD office. Project Management Unit, P&SHD shall issue the Notification of Award / Advance Acceptance of Tender (AAT) and subsequently sign the contract after receipt of Performance Guarantee (where required) and Stamp Duty as per PPR-2014.

3. This Prequalification shall remain valid for two years and extendable for further one year.


PROJECT DIRECTOR
Project Management Unit
P&SHD

No. & Date Even

A copy is forwarded for further information and necessary actions to:

- i. The Secretary, P&SHD.
- ii. The Special Secretary, P&SHD.
- iii. Director General Health Services, Punjab.
- iv. Additional Secretary (Admin), P&SHD.
- v. Additional Secretary (Development), P&SHD.
- vi. Project Director HISDU with request to share this notification on respective e-platform(s).
- vii. All CEO of DHAs, P&SHD.
- viii. All Medical Superintendents of DHQ / THQ Hospitals of the Punjab.
- ix. Office file.


08/12/20



Primary & Secondary
Healthcare Department

PROJECT MANAGEMENT UNIT
GOVERNMENT OF THE PUNJAB
PMU/P&SHD/OS/SEC/2021
Dated Lahore, February 2021

2. INVITATION TO REQUEST FOR PROPOSAL

To,

Sr.	NAME	EMAIL-ID	CONTACT No.	ADDRESS
1	GASHERBRUM SECURITY SYSTEMS (PVT) LTD	securitynoc@gasherbrum.net	1. 0331-5225022 2. 051-2827019	H#31-A, STREET NO. 22, SECTOR F6/2 ISLAMABAD
2	GHOURI SECURITY GUARDS (PVT) LTD	ceo@ghourisecurity.com	1. 0300-5005041 2. 051-2855742	OFFICE NO 2 SECOND FLOOR AL BABAR CENTER F-8 MARKAZ ISLAMABAD
3	FAST SECURITY & MANAGEMENT SERVICES (PVT) LTD	fsms.pvt.ltd@gmail.com	1. 0300-4143168 2. 0302-8414316	OFFICE NO 1 THIRD FLOOR BABAR PLAZA 657-G /1, MARKET , JOHAR TOWN LAHORE
4	WATCH & WATCH GUARD SERVICES (PVT) LTD	watchandwatchlhr@gmail.com	1. 0301-4502601	2832 CIRCULAR ROAD HARAM GATE MULTAN CITY
5	AJ SECURITY SERVICES (PVT) LTD	gm.ajsecurity@gmail.com	1. 0332-6666668 2. 0302-5731364	OFFICE NO 207 SECOND FLOOR EDEN CENTER JAIL ROAD LAHORE
6	GB SECURITY SYSTEMS (PVT) LTD	gbsecuritykarachi@hotmail.com	1. 0345-8486262 2. 021-35880114	FLAT 004 SECOND FLOOR PLOT 60-C 11TH COMERCIAL STREET DHA PHASE 2 EXT. KARACHI
7	SIGMA SECURITY SERVICES (PVT) LTD	sigmaissc@gmail.com	1. 0336-5876761 2. 042-37533051	2ND FLOOR SANAWAR CENTER SAMNABAD MORE MULTAN ROAD LAHORE
8	FAIR SECURITY SYSTEM (PVT) LTD	fairsecurity@gmail.com	1. 0301-6246043 2. 042-36299535	G-1 BARA TOWER 36 QUEENS ROAD LAHORE
9	REHMAN SECURITY SYSTEMS (PVT) LTD	admin@rehmanss.com	1. 0344-4431633 2. 042-36636002	11-A GULDASHT TOWN ZARAR SHAHEED ROAD LAHORE
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11	WELL WISHER SECURITY SERVICES (PVT) LTD	wellwisherpvt01@gmail.com	1. 0301-8369320 2. 0300-9459126	MZ 51 CENTRAL PLAZA BARKAT MARKET GARDEN TOWN LAHORE

Subject: LETTER OF INVITATION FOR THE REQUEST FOR PROPOSAL FOR PROVISION OF SECURITY SERVICES FOR DHQ HOSPITALS OF THE PUNJAB

Dear Mr. /Ms.:

1. This RFP is addressed to the above mentioned Service Providers which have been pre-qualified/ by Project Management Unit (PMU), Primary & Secondary Healthcare Department, and Govt. of the Punjab to provide **Security Services** in the DHQ Hospitals of Punjab.
2. Procurement shall be conducted through Open Competitive Bidding (Single Stage-Two Envelope) procedures specified in the Punjab Procure Rules (PPR, 2014), and is open to all prequalified Applicants as defined in the RFP. The Applicants are required to submit separate envelopes containing Technical & Financial proposals. Interested Applicant who intends to apply for multiple packages shall submit only one Technical Proposal but separate Financial Proposal for each package applied for.
3. Interested eligible Applicants may obtain further information/Request for proposal from the **Office of Project Director**, Project Management Unit, Revamping of DHQ/THQ Hospitals, 31-E/1, Shahrah-e-Imam Hussain, Gulberg-III, Lahore.
4. The provisions in the Instructions to Applicants and in the General Conditions of Contract shall form integral part of RFP.
5. Sealed Proposals must be delivered to the above office **on or before 11:00 a.m. on March 04th, 2021** and must be accompanied by a **Bid Security as mentioned in the document** in the form of Financial Instrument i.e. CDR/Pay Order/Demand Draft/Bank Guarantee.
6. Proposals will be opened on the **same date** in the presence -of Applicants' representatives who choose to attend at **11:30 a.m.** in the Office of, Project Management Unit, 31-E/1, Shakra-e-Imam Hussain, Gulberg-III, Lahore.
7. **Pre-proposal meeting** will be held on **February 23rd, 2021** at **11:30 a.m.** in Project Management Unit (PMU), Primary & Secondary Healthcare Department, 31-E/1, Shahrah-e-Imam Hussain, Gulberg-III, Lahore.
8. The Applicants are requested to give their best and final prices.
9. Taxes will be deducted as per applicable government rules.

10. Please inform us in writing through mail and email about the following upon receipt of this letter that:

- a. You received the Letter of Invitation; and
- b. Whether you will submit a proposal or not.

PROJECT DIRECTOR
PROJECT MANAGEMENT UNIT
31-E/1, Shahrah-e-Imam Hussain, Gulberg-III, Lahore
E-mail: outsourcing.pmu@gmail.com
Tel: 042-99231203

3. INTRODUCTION

Project Management Unit (PMU), Primary & Secondary Healthcare Department (P&SHD) requires firms to provide **Security Services for DHQ Hospitals of the Punjab** for 24 Hours a day (365 days/ 7 days a week including Sundays & Holidays) in the entrusted DHQ Hospitals as mentioned in this document. However, Procuring Agency reserves the right to add or drop one or more health facilities from any package at any time (before or during the contract period).

Sr. #	Package	Division	Name of the Hospital	Bid Security (PKR)
1.	Package 1	DG Khan	DHQ Layyah	500,000/-
2.			DHQ Muzaffargarh	
3.			DHQ Rajanpur	
4.	Package 2	Lahore	DHQ Kasur	500,000/-
5.			DHQ Nankana Sahib	
6.			DHQ Sheikhpura	
7.	Package 3	Multan	DHQ Khanewal	500,000/-
8.			DHQ Multan	
9.			DHQ Vehari	
10.	Package 4	Sahiwal	DHQ Okara	500,000/-
11.			DHQ Okara SC	
12.			DHQ Pakpattan	
13.	Package 5	Sargodha	DHQ Bhakkar	500,000/-
14.			DHQ Khushab	
15.			DHQ Mianwali	
16.	Package 6	Bahawalpur	DHQ Bahawalnagar	500,000/-
17.			DHQ Lodhran	
18.	Package 7	Faisalabad	DHQ Chiniot	500,000/-
19.			DHQ Jhang	
20.			DHQ Toba Tek Singh	
21.	Package 8	Gujranwala	DHQ Hafizabad	500,000/-
22.			DHQ Mandi Bahauddin	
23.			DHQ Narowal	
24.	Package 9	Rawalpindi	DHQ Attock	500,000/-
25.			DHQ Chakwal	
26.			DHQ Jhelum	

Note. Procuring Agency reserves the right to add or drop one or more health facilities from any package at any time (before or during the contract period).

4. INSTRUCTION TO APPLICANT(S)

General Instructions

1. An Applicant/ Service Provider shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.
 - a. The Applicant must be an active tax payer. Punjab Revenue Authority (PRA) registration, National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by Applicant(s).
 - b. An Applicant who is barred/ blacklisted or disqualified either by any Government/ Department / Agency / Authority would not be eligible to submit the Proposal. **The Applicant will submit an undertaking in this regard.**
 - c. The Service Provider shall have to provide Under Taking of Minimum Wage Rate as per **Appendix-6**.
2. **Interested Applicant who intends to apply for multiple packages shall submit only one Technical Proposal but separate Financial Proposal for each package / Division applied for.**
3. The RFP duly signed and stamped by the applicant, shall be attached with the Technical Applications in printed & electronic form (flash-drive).
4. The amount of Proposal Security for each package is mentioned above in introduction. If applying for multiple packages, interested Applicant shall submit **SEPARATE** Bid Security for each package as mentioned above.
5. The Bid Security shall be submitted in the form of Financial Instrument i.e. CDR, Demand Draft, Pay Order or Bank Guarantee in the favor of **Project Director, Project Management Unit (PMU)**. The original instrument must be placed in the Financial Proposal however a copy of the same shall be attached with Technical Proposal.
6. At any time, prior to the deadline for submission of proposals, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, may modify the Request for Proposal by amendment. Such amendment/response shall be uploaded on departmental websites, and shall be binding on them.
7. The Procuring Agency, at its discretion or through request by the service provider, may extend the deadline for the submission of proposals. Amendment notice to that effect shall be communicated in the same manner as the original invitation to Request for Proposal.
8. For the purpose of preparing the proposal, the interested Applicant(s) will be allowed to visit the respective hospital to conduct survey and relevant assessments.

9. The Applicant(s) are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at Applicant's risk and may result in rejection of the proposal.
10. The offer must be valid for **180 Days** from last date of submission of proposals.
11. The procuring agency shall evaluate the technical proposal in a manner prescribed ahead in the document, without reference to the price and reject any proposal that does not conform to the specified requirements.
12. Procuring Agency reserves the rights to add or drop one or more health facilities from any package before or during the contract term.
13. After submission, no amendments in the technical or financial proposal shall be permitted.
14. The Service Provider shall have to provide all relevant documents required for technical qualification. Service Provider shall have to give detail of HR, Goods etc. as per enclosed **Appendices**. The Service Provider shall provide complete detail of relevant personnel i.e., EOBI / Insurance. Deficient documents, claims regarding HR, Supplies / equipment etc. shall not be acceptable.
15. After the evaluation and approval of the technical proposal, the procuring agency, shall at a time within the proposal validity period, publicly open the Financial proposals of the technically responsive Applicant(s), on a time, date and venue announced and communicated to the Applicant(s) in advance in the presence of the Applicant(s) or their representatives. The financial proposals of the technically non-responsive Applicant(s) shall be returned un-opened to the respective Applicant(s).
16. The Applicant shall submit the Financial Proposal as per Financial Forms.
 - 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 Applicant is required to offer competitive price. All prices must include all 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 the proposal, the present trend / inflation in the rate of services and goods in the market should be kept in mind by the Applicant. No request for increase in price due to market fluctuation in the cost of services and goods shall be entertained after the proposal has been submitted
17. The quoted prices shall only be considered for the purpose of evaluation only. The amount may increase or decrease every month and payments shall be made on the

basis of actual works carried out by the service provider regardless to any reference to the quoted bid and financial evaluation. At no instance trivial references will be entertained that the contractor is liable to be paid with respect to the costs determined just for the sake of financial comparison.

18. The Applicant shall submit the Proposal including Proposal Form and Appendices.
19. Financial proposal shall be prepared using the formats given in the Proposal Form. Financial proposals of only the technically qualified / responsive Applicant(s) will be opened in accordance with the procedure laid down in Punjab Procurement Rule, 2014.
20. Conditional discounts shall not be considered in evaluation.
21. The award of the contract shall be for **One Year** from the date of its signing or otherwise required. However, the Contract duration can be extended for a maximum period of one year, subject to satisfactory performance of Service Provider as well as mutual agreement / consent of both parties.
22. Intended date of commencement of the services will be **15 Days** from the date of award of the Contract.
23. The Applicant 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 proposals (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 we, 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-Service Provider.
 - 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.
- i. During evaluation of the proposals, the Procuring Agency may, at its discretion, ask the Applicant for a clarification of its proposal 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 proposal like indication or re-indication of make/model/brand etc. shall be sought, offered, or permitted.

Bidding Method & Evaluation

Bidding Method

According to rule 38 2(a) of PPRA, 2014, Single Stage Two Envelopes Bidding Procedure shall be adopted.

Rejection of Proposals

1. The Procuring Agency may reject all proposals at any time prior to the acceptance of a proposal. The Procuring Agency shall upon request communicate to the Applicant who participated in the process seeking the reasons for its proposal's rejection, but is not required to justify those grounds.
2. Notice of rejection of all proposals shall be given promptly to the concerned Applicant(s) that submitted proposals.

Performance Guarantee

The successful Applicant shall furnish a Performance Guarantee in the form of a Bank Guarantee from a scheduled bank operating in Pakistan on the format attached at **Appendix-3** of the amount equivalent to **5%** of the total annual amount (calculated for the sake of financial comparison), however at all instances payments will be made as per actual work carried out at the respective station and at no instance trivial references will be entertained that the contractor is liable to be paid with respect to the costs determined just for the sake of financial comparison, with validity of **18 months** from the date of signing of the contract. The performance guarantee shall be renewed at least one month before its expiry for renewal of the contract.

Proposal Evaluation

1. An applicant must submit the required document / profile of the applicant to be considered for financial proposal opening.
2. Financial proposals of technically responsive Applicant(s) shall be opened at a date and time fixed and notified in advance to the Applicant. The contract may be awarded to the lowest financial proposal of the technically qualified Applicant(s) (Applicant(s) scoring 65 or more in the technical evaluation or any other criteria mentioned in this document) subject to reasonability of prices. However, Procuring Agency may reject all proposals as specified in rule 35 of Punjab Procurement Rules, 2014.

Technical Proposal 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 RFP **(PROVISION OF SECURITY SERVICES FOR DHQ HOSPITALS OF THE PUNJAB)** PROPOSAL REFERENCE NO: **P&SHD/PMU/OS/SEC/2021** dated_ [insert date here]_____. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

Total No. of Packages Applied for _____

Name of Package Applied

a) (Name)

b) (Name)

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

Technical Evaluation

The following evaluation factors / criteria will be employed to evaluate the **Technical proposals**.

5. TECHNICAL EVALUATION / PROFILE OF THE APPLICANT

The Applicant/Service Provider must comply with all the mandatory parameters. In case of noncompliance of any mandatory parameter, the Applicant shall be declared as non-responsive and shall not be considered for further evaluation for marking parameters. Interested Applicant who intends to apply for multiple packages shall submit only **one Technical Proposal / Profile of the Applicant and separate Financial Proposals** for each package applied for.

Prerequisite Document for complying mandatory requirement.

1. Eligibility of the Applicant as per ITA Clause 1(a-c) as listed below.
 - a. An Applicant/ Service Provider shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.
 - a. The Applicant must be an active tax payer. Punjab Revenue Authority (PRA) registration, National Tax Number (NTN) and General Sales Tax Number (if applicable). Documentary proof shall have to be provided by Applicant(s).
 - b. An Applicant who is barred/ blacklisted or disqualified either by any Government/ Department / Agency / Authority would not be eligible to submit the Proposal. **The Applicant will submit an undertaking in this regard.**
 - c. The Service Provider shall have to provide Under Taking of Minimum Wage Rate as per **Appendix-6**.
2. The Applicant shall have a valid registration with EOBI / PESSI/ Labor department to ensure that the staff employed adheres to the guidelines/ founding principles laid to perform as per laws in vogue with rest to labor laws.
3. The copy of the Request for Proposal duly signed and stamped by the Applicant shall be attached with the Technical Proposals.
4. The Applicant must be approved / licensed / registered by the Punjab, Home Department as a Security Service Provider.

6. FINANCIAL EVALUATION

The financial evaluation of the proposal shall be according to the financial evaluation as given in **Financial Form 2**. Incomplete proposals shall stand rejected.

Redressal of Grievances

1. 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 Applicant(s) that may occur during the procurement process.
2. Any Applicant feeling aggrieved by any act of the Procuring Agency after the submission of their proposal may lodge a written complaint concerning his grievances not later than **10 Days** after the announcement of Proposal 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.*

Financial Proposal Form 1

(These 3 Forms must be filled by Applicant(s) for each package separately)

{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 Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal 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 Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Financial Proposal Form 2

SECURITY SERVICES FOR PACKAGE / DIVISION _____

Name of Applicant:

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 Proposal Form 3**BREAKDOWN OF COST – PER PACKAGE / DIVISION**

Description	Minimum Number of Personnel Per package (As per Appendix 9)	Total Rate (PKR) per worker per month inclusive of all applicable taxes / insurance / contributions / etc.	Total Cost (in PKR) for 1 Month inclusive of all taxes and Insurance / contributions / etc.
Supervisor	A	B	$A*B=C$
Security Personnel (Civilian Guard)	D	E	$D*E=F$
Security Personnel (Ex-Army / LEAs)	G	H	$G*H=I$
Security Personnel (Lady Searcher)	J	K	$J*K=L$
Rented Cost of Associated Supplies per package (Appendix-1)			M
Management Cost per package per month			N
Total Price for Package per month			$C+F+I+L+M+N$

*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-9** will be used for evaluation purpose.*

*The applicant shall have to abide by the circular / instructions issued by Punjab Procurement Regulatory Authority which is attached at **Appendix – 5**. Failing to comply with will result in non-responsiveness of the bidder.*

Approach & Methodology

The Applicant 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

Applicant shall provide Security 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.
2. 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 adhere to the prevailing labour laws including but not limited to Minimum wages. 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 Performance Guarantee and remaining invoices amounts may be distributed to Security Staff of the firm.
4. The firm must provide Uniform (vest, Covid-19 care essentials like gloves & masks and standard labor shoes), identification cards; personal protective equipment etc. to its entire staff deployed at the hospital and ensure proper maintenance of it. Further the staff would be required to be in clean uniform at all times.
5. The firm / company have to deploy Staff (HR) as per **Appendix-9** at beginning of the contract which may vary as per actual number of personnel requisitioned by Medical Superintendent as the contract progresses.
6. The contact details of every deployed staff member to be provided by the firm / company in first month of the contract execution.
7. Ensure 100% staff enrolment, required as per contract. The 85% staff strength as mentioned in this document will be maintained on normal days and this strength may be increased as per requirement / need basis.
8. Provide the supplies / security equipment mentioned in **Appendix-1**. The successful Applicant shall have to make all this toolkit / equipment physically available in the office before starting the work and these should always remain in working condition during the period of contract.
9. The service provider will ensure that no smoking environment rules in the office are respected. Violations will attract a fine as per Govt. instruction for each violation.

Responsibilities of the Procuring Agency/Hospital Administration

1. Facilitate the service provider in smooth provision of services.
2. Preventively performance monitoring of the service provider through a designated officer for every Building.
3. Timely payment of service provider invoices after generation of satisfactory monthly report.
4. Provide office space/ storage for equipment and miscellaneous items.
5. Procuring agency will provide “Mobilization Advance / Payment in Advance” to the Service Provider which is an advance payment of three months in lieu of services to be provided in future after submission of separate bank guarantee for each package duly valid till the clearance of the advance payment in subsequent invoices which shall be adjusted in four equal instalment in lieu of services provided in 1st four months or any other arrangement decided in the contract. It is an average cost of 3 months of all hospitals in respective package which shall be payable by the virtue of Bank Guarantee of equivalent amount in favour of Project Director. During the contract tenure such occurrence will be given once only at the time of signing of the contract for mobilization of the contract. However, under no circumstances, that amount is payable in absence of Bank guaranteed.

a. General Guidelines

1. 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.
4. Ensure that all staff assigned to the offices be adequately immunized against all types of communicable diseases and preventively monitored through health check-ups.
5. The services provider shall provide the names, address, age, Security Clearance Certificate and Medical Certificate of the Security Personnel deployed at the hospitals. **File of Security Personnel** will be maintained by Service Provider at every Hospital and a copy will be shared with the Hospital management.
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.

7. Procuring Agency reserves the rights to add or drop one or more health facilities from any package.
8. The service provider shall be liable to pay compensation for any loss and damage caused to the property of the Procuring Agency/Hospital 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.
9. 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 Procuring Agency. The Service Provider shall observe all the laws and will be responsible for any prosecution or liability rising from breach of labour laws. The Procuring Agency shall not be responsible for any such action with regard to staff on the rolls of the Service Provider whatsoever.
10. In such circumstances when the service provider is unable to provide the required services, the Procuring Agency has the right to withhold payment and procure the services of any other service provider for the same financial amount.

b. Force Majeure

1. 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 in so far 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.

c. 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 Guarantee will be encashed or the toolkits/tools/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.

d. Arbitration and Resolution of Disputes

- 1. The Procuring Agency and the Service Provider 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 Service Provider 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.

e. Renewal of Contract

- 1. The contract between the Procuring Agency and the Service Provider can be extended further up to another term on the same terms & conditions or any other conditions as defined in Special Condition of the Contract.

Form of Contract

This contract (hereinafter called the “contract”) is made at Lahore, the -----,

Between

Project Management Unit (PMU), Primary & Secondary Healthcare Department,
Government of Punjab through its “**PROJECT DIRECTOR**”

(Hereinafter Called the “**Procuring Agency**”)

And

Services having registered office at (ABC) through its “(XYZ)”

(Hereinafter Called the “**Service Provider**”):

WHEREAS

- a) Project Management Unit (PMU), Primary and Secondary Healthcare Department invited the proposals/bids for Procurement of Security Services for DHQ Hospitals of Punjab thereafter in which the Service Provider also participated and was declared as Lowest Evaluated Responsive Applicant.
- 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 has received budget from the Government of the Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments, if any, under the Contract. The procuring agency in response thereof after conducting need analysis has decided to procure the Security Services for an amount **PKR ******* /- (**In words**) *(The contract amount is not fixed cost, it shall be determined on As per Actual (APA) basis.)*

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. 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.
3. 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.
4. **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.
5. 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.
6. **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.
7. **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.
8. 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 times 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.

9. 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.
10. 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.
11. 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 Contract.

- ❖ General Conditions Of Contract;
- ❖ Special Conditions of Contract;
- ❖ Notification of Award / Advance Acceptance of Tender (AAT);
- ❖ Scope of Services;
- ❖ Appendices;
- ❖ Request for Proposal;
- ❖ any other Documents deemed appropriate;

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 signed in their respective names as of the day and year first above written.

Project Director,

**Project Management Unit (PMU), Primary & Secondary Healthcare Department,
Government of Punjab**

Witnesses 1

Witnesses 1

(Service Provider)

Witnesses 1

Witnesses 2

Note: 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.

Preface of Contract

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Service Provider and the Procuring Agency, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); the Scope of Service & Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.
3. Full requirements, terms and conditions of the agreement will be agreed during clarification with the technical responsive Service providers. The form and content of the negotiated contract are expected to conform closely to the draft Contract Agreement as included in these Proposal Documents. Service providers will be expected to address all of the aspects of the General Conditions of Concession Contract in their submissions

7. General Conditions of Contract (GCC)

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Arbitrator is the person appointed jointly by the Procuring agency and the Service provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) “Consideration Amount” means the procuring agency shall make payment to the Service Provider after deducting all applicable taxes in consideration of the services rendered to be performed by the Service Provider under the contract.
- c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- f) “Procuring agency” means the party who employs the Service Provider
- g) “Foreign Currency” means any currency other than the currency of the country of the Procuring agency;
- h) “GCC” means these General Conditions of Contract;
- i) “Government” means the Government of the Punjab;
- j) “Local Currency” means Pak Rupee (PKR);
- k) “Mobilization Advance” means advance payment of three months in lieu of services to be provided in future after submission of bank guarantee duly valid till the clearance of the advance payment in subsequent invoices.
- l) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the Special Conditions to act on their behalf in

exercising all the Service Provider' rights and obligations towards the Procuring agency under this Contract;

- m) "Party" means the Procuring agency or the Service Provider, as the case may be, and "Parties" means both of them;
- n) "Personnel" means persons hired by the Service Provider or by any Subservice provider as employees and assigned to the performance of the Services or any part thereof;
- o) "Payment in Advance" means procuring agency, on the request of service provider, shall make an advance payment at the closure of the financial year.
- p) "Service Provider" is a person or corporate body whose Proposal to provide the Services has been accepted by the Procuring agency;
- q) "Service Provider's Proposal" means the completed Proposal document submitted by the Service Provider to the Procuring agency
- r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- s) "Specifications" means the specifications of the service included in the Proposal document submitted by the Service Provider to the Procuring agency
- t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Section C – Scope of services, Proposal document and attached Annexure "SubService provider" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

1.3 Language

This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of

the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as are specified in Section C – Scope of services, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring agency may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring agency or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the Procuring Agency

The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required.

1.8 Taxes and Duties

The Service Provider, SubService providers, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Work Program

Before commencement of the Services, the Service Provider shall submit to the Procuring agency for approval a Work Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Work Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services fifteen (15) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

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.

2.5.2 No Breach of Contract

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.

2.5.3 Extension of Time

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.

2.6 Termination

2.6.1 By the Procuring agency

The Procuring agency may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Procuring agency may have subsequently approved in writing;

- (b) 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.
- (c) 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 after evaluation / probe report of the incident, if the subject was at the behest of the company or its employees, the contract will be terminated upon service of a notice period i.e. 30 days.
- (d) 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. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination. (Read with previous clause)
- (e) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (f) If, the Service Provider, 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 sub-clause, the terms set forth constitute corrupt or fraudulent activity:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, service provider or Service provider in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
 - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. “collusive practices” is an arrangement among service providers (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the

benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

- iv. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
- v. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Procuring agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) If the Procuring agency fails to pay any monies due to the Service Provider within agreed timeline pursuant to this Contract, and not subject to dispute pursuant to Clause 7, the Service Provider shall issue first notice that such payment is overdue. After forty-five (45) days of giving written first-notice, if the procuring agency still fails to pay, service provider shall issue second written notice. After fifteen days (15) of no response on second notice, service provider may give thirty (30) days termination notice; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Payment

If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Clause 6 the Service Provider may issue a notice as per sub-clause 2.6.2.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and Scope, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring agency, and shall at all times support and safeguard the Procuring agency's legitimate interests in any dealings with SubService providers or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any SubService providers, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any SubService provider and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its SubService providers nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their SubService providers shall hire such public employees, in active duty or on any type of leave, which

would conflict with the activities assigned to service provider to perform any activity under this Contract;

- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subservice providers, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring agency's business or operations without the prior written consent of the Procuring agency.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any SubService providers to take out and maintain, at its (or the SubService providers', as the case may be) own cost but on terms and conditions approved by the Procuring agency, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring agency's request, shall provide evidence to the Procuring agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring agency's Prior Approval

The Service Provider shall obtain the Procuring agency's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Scope ("Key Personnel"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring agency the reports and documents specified in Scope in the form, in the numbers, and within the periods set forth in the said scope.

3.7 Documents Prepared by the Service Provider to be the Property of the PA

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring agency, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring agency, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.9 Performance Guarantee

The Service Provider shall provide the Performance Guarantee to the Procuring agency no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a bank or surety acceptable to the Procuring agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 4 Months from the Completion Date of the Contract.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Scope of services.

4.2 Removal and/or Replacement of Personnel

- (a) If the Procuring agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring agency.
- (b) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Procuring Agency

5.1 Assistance and Exemptions

The Procuring agency shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring agency shall make available to the Service Provider the Services and Facilities listed under Section – C, Scope of Services. Provision of site free from all encumbrances for construction activity shall be the responsibility of the Procuring Agency, failure to provide a clear-site is a compensation event

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all SubService providers' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Section C and scope of services of Proposal document. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

- (a) The price payable in Pak Rupees (PKR) is set **forth in SCC.**
- (b) The price payable in foreign currency is set **forth in the SCC.**

6.3 Payment for Additional Services

6.3.1 For the purpose of determining the price for additional Services as may be agreed under Sub-Clause 2.4.

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring agency shall be as **indicated in the SCC and scope of services**. The Procuring agency shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring agency may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring agency considers may have a Defect. The building defects liability period is 4 months, starting from date mentioned on "Completion Certificate".

7.2 Correction of Deficiencies, and Non-Performance Penalty

- (a) The Procuring agency shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Deficiencies remain to be corrected.
- (b) Every time notice of Deficiency is given, the Service Provider shall correct the notified Deficiency within the length of time specified by the Procuring agency's notice.
- (c) If the Service Provider has not corrected a Deficiency within the time specified in the Procuring agency's notice, the Procuring agency will assess the cost of having the Deficiency corrected, the Service Provider will pay this amount, and a Penalty for Non- Performance.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Procuring agency and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Arbitrator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Arbitrator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 Should the Arbitrator resign or die, or should the Procuring agency and the Service Provider agree that the Arbitrator is not functioning in accordance with the provisions of the Contract, a new Arbitrator will be jointly appointed by the Procuring agency and the Service Provider

8. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Adjudicator is: <u>Secretary, Primary & Secondary Healthcare Department</u>
1.1(b)	“Consideration Amount” means the procuring agency shall make payment to the Service Provider after deducting all applicable taxes in consideration of the services rendered to be performed by the Service Provider under the contract.
1.1(c)	The contract name is: <u>PROVISION OF SECURITY SERVICES FOR DHQ HOSPITALS OF PUNJAB</u>
1.1(f)	The Procuring Agency is : <u>Project Management Unit, Primary and Secondary Healthcare Department, Government of Punjab</u>
1.1 (k)	“Mobilization Advance” is an average cost of 3 months of all hospitals in respective package which shall be payable by the virtue of Bank Guarantee of equivalent amount in favor of Project Director. During the contract tenure such occurrence will be given once only at the time of signing of the contract for mobilization of the contract. However, under no circumstances, that amount is payable in absence of Bank guaranteed.
1.1 (o)	“Payment in Advance” is an average cost of 3 months of all hospitals in respective package which shall be payable by the virtue of Bank Guarantee of equivalent amount in favor of Project Director. During the contract tenure such occurrence will be given once only at the end of closure of a financial year which shall be calculated as under Payment in advance = (Average cost of all hospitals in one package) x (3) However, under no circumstances, that amount is payable in absence of Bank guaranteed.
1.1(p)	The Service Provider is>..... having registered office at ----- -----, Lahore through its “-----”
1.2	The Applicable Law is: <u>Laws of Islamic Republic of Pakistan</u>
1.3	The language is: <u>English</u>
1.4	The addresses Procuring agency:

	<p>Project Management Unit, Primary and Secondary Health Department, Government of Punjab 31-E/1, Shahrah-e-Imam Hussain, Gulberg III, Lahore Attention: Project Director, PMU Tel: +92- 42- 35775365</p> <p>Service Provider: M/s **** Attention: CNIC: Tel: Email:</p>
1.6	<p>The Authorized Representatives are: For the Procuring agency: Project Director, PMU For the Service Provider:</p>
2.1	The Contract shall come into force with effect from the date on which both parties have signed the contract i.e. <u>*****</u>
2.2.2	Service Provider shall commence the services within Fifteen (15) days from the award of the contract.
2.3	<p>The Intended period of Completion for the contract is one year from the signing of the contract.</p> <p>The contract will only be extended if afresh procurement to enter into a contract cannot be concluded in time or under dire circumstances or emergency need. The contract extension will not be an exclusive right but can be extended further up to another term / terms on the same terms & conditions. The renewal shall be based on the following (not limited to) conditions.</p> <ol style="list-style-type: none"> 1. Mutual consent of both parties. 2. Performance review of the service provider dully signed by Medical Superintendent of Hospitals and Operations Wing, PMU. 3. Approval of Competent Authority. 4. Renewal of the Performance Guarantee by the Service Provider.
3.1	<p>The Service Provider shall manage the payment distribution cycle of its staff for a period of 3 months. Service provider will ensure the disbursement of salaries to its staff within 10 days of each month.</p> <p>*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. Partial Payment will not be considered paid.</p>
6, 6.2(a)	<p>The approx. cost of the contract is PKR ***** /- (In words) (The contract amount is not fixed cost, it shall be determined on As per Actual (APA) basis.)</p>

9. SCOPE OF SERVICES

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 document.

Operations Responsibilities

1. Control unauthorized access to Hospital territory.
2. Ensure protection of the personnel's & property of the Hospitals.
3. There must be proper mechanism for entry & exit of any equipment that must be done through authorized signature For this coordination shall be done by hospital Administration
4. Prevent trespass with/without arms.
5. Prevent the entry of unauthorized persons and unauthorized vehicle inside the premises of hospital.
6. 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.
7. 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.
8. The service provider shall provide two uniform-kits and one pair of shoes every six months, identification cards (ID), Personal Protective Equipment (PPE) etc., to its entire staff deployed at the hospitals free of cost and ensure proper maintenance of it. Each uniform set will comprise of Trousers • Shirt • Socks • Shoes • disposable Face masks, disposable head caps and disposable gloves and PPEs etc. Supervisors shall ensure that disposable items in the kit are made available to the workers regularly. Service Provider will be required to provide the samples of uniform to procuring agency and procuring agency will approve the uniforms.
9. The Service Provider shall install its own (Operated, Installed & Maintained by Service Provider) Bio-Metric Machine under the supervision of Hospital Administration having the dual Biometric Measurements: Face & Fingerprint. The record of the same will be verified by the Hospital Administration of daily basis and same will be shared to client wing.
10. Recognize and respond to security threats or breaches.
11. Recognize and respond to emergency situations and safety hazards such as fire, power outages, terrorist attacks, accidents, short circuits.

12. 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.
13. 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.
14. 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.
15. 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. An independent Security Guard will be deputed to monitor the same.
16. Monitor and provide information about public events or other activities in the geographic area that may impact Hospital Operations.
17. Report any occurrence of security violations to the Hospital Administration as quickly as possible.
18. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the premises.
19. It should be ensured that flower plants, trees and grassy lawns are not damaged by the staff, outsiders or stray cattle.
20. 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.
21. 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.

22. 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.
23. 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.
24. 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.

Security Staff Requirements

1. Service Provider will supply all the staff necessary to complete the duties as mentioned in the Documents. Service Provider will supply all the staff / Security Personnel's necessary to complete the duties as mentioned in this document. (Security Personnel's i.e. Ex-Army / Law Enforcement Agencies Personnel's (LEA-Personnel'), Civilian and Lady Searcher & Supervisors etc.)

2. The Service Provider shall be responsible for furnishing all labor ammunitions, uniforms, detectors and other related equipment. (Equipment mentioned in **Appendix-1**)
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.
7. 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:
 - a. Medically fit
 - b. Physically fit;
 - c. 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.

The Qualification & Experience of Security Personnel are as follow:

Sr. #	Description	Qualifications & experience
1	Supervisor	<ul style="list-style-type: none"> • 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 <p>Minimum experience: At-least 7 years</p> <p>Age: 30 Years & Above</p>
2	Security Personnel	<p>Job Description: (As listed in scope of services)</p> <p>Minimum experience: At-least 5 years (as security guard or ex-serviceman)</p> <p>Age: 25 Years & Above</p>

10.FINES & PENALTIES

Sr.	Summary of Penalties	Penalties in PKR
1.	Attendance less than Deployed Strength (Absent / Vacant / Not Deployed) * It should be the responsibility of Service Provider to maintain Deployed Strength attendance (each day) of HR as mentioned in the Contract. In case any of service provider's personnel(s) as mentioned under the contract is (are) absent / Vacant / Not-deployed (for every missing personnel that was required to stay on duty for that particular day) a penalty equal to 500 plus The amount of daily wage (which will be calculated on the basis of 30 days per month) shall be deducted from the service provider's Monthly Invoice. i.e., Penalty= 500 plus Every Security Personnel are allowed 4 holidays per month.	500 plus The amount of daily wage. (Amount of daily wage rate will be calculated on the basis of 30 days per month)
2.	Service Provider Fails to enrol 100% HR	2000 per month plus Monthly Wage Rate per Personnel
3.	In case of non-maintenance / out of order /out of stock of Security Equipment as listed below. 1. Weapons (with ammunition) 2. Hand Metal Detectors 3. Whistles	200/- (per day/ per missing / out of order gun or ammunition)
4.	Missing Personnel (Absent / Vacant / Not Deployed) during public/local holidays or any other special occasions.	500 plus Penalties in Sr. # 1.
5.	Staff is found without uniform which includes (Shirt & Trousers, Cap Shoes, Belt, Name Tag, etc.). Supervisor must wear distinctive vest.	Rs. 200.00 will be charged for each such staff for that particular day.
6.	Service provider shall be responsible to provide Ex-Army Guard / (LEA-Personnel') according to contract	Penalty of Rs. 200 shall be imposed per day for each missing Ex-Army Guard / Ex-Army / (LEA-Personnel').
7.	Procuring agency may desire to replace any personnel without any reason and failure to do so shall be considered a breach of contract.	Minimum penalty of Rs. 5,000 will be imposed for every such incidence.
8.	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.	Penalty of Rs. 200/- per vacant point per shift will be imposed.
9.	If any worker (after worked for complete month) not get paid minimum wage as per Labour Laws	Rs. 5,000 / staff shall be imposed for that particular month.

10.	If SP is found involved in any misuse / pilferage / anomaly of any Hospital Equipment.	5000 + Market price of that item
11.	Any public complaint like misbehave, theft, financial benefits	2000 per incident and respective staff must be replaced immediately
12.	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.
13.	Service provider will ensure the disbursement of salaries within 10 days of each month. *The service provider will be responsible for paying his employees in the institution in the first 10 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. Partial Payment will not be considered paid.	100 per staff per day (up to maximum of 7 days). 200 per staff per day (for next seven days). 300 per Staff per day (till the resolution of the matter).
14.	If the staff turnover for any particular month is greater than 30%	20,000 per month
15.	Service provider will be required to deploy able bodied personnel not below the age of 18 having valid CNIC	15,000 per worker per month
16.	Any protest or strike observed by the staff / janitors etc. will be considered a breach of contract	25,000 per incident and will be doubled every next 24 hours. (Rs. 25,000 for first 24 hours, Rs. 50,000 for 24 – 48 hours and so on).
17.	In case any (Public / General) complaint is received attributable to misconduct / misbehaviour of service provider's personnel & is assessed as true by hospital administration, (depending on the severity of the incidence) for each such incident shall be levied and the same shall be deducted from service provider's bill. The service provider must require to surrender the accused personnel up till the charge will be proven or otherwise.	Rs 10,000/- for High Level Rs 5,000/- for Moderate Level Rs 3,000/- for Low Level
18.	Over Invoice / Extra Amount Claimed by the Service Provider.	Double the amount exceeded in the invoice.
19.	Performance Penalty by Procuring Agency	The Procuring Agency is entitled to carryout surprise visit of the premises and can impose justified penalties (minimum 20,000) considering the extent of non-conformance on site.

Important Points:

- a) If the strike continues for more than 5 days, the process for termination of contract and forfeiture of PBG may be initiated after the generation of an official report by the hospital administration.
- b) In case damage occurs due to gross negligence or unsatisfactory performance of the service provider, the procuring agency reserves the right to withhold Performance Guarantee or recover the damages, occurred to the equipment / infrastructure of the Hospital due to such negligence, from the invoice of service provider or do both.
- c) Penalty should be charged in case the contractor fails to enrol 100% HR on any day as agreed in the contract. For example if 100 personnel are agreed then there must be 100 person enrolled on each day. If on any day the enrolled personnel are supposed to be 99 then penalty should be charged for missing 1 personnel.
- d) The amount of the penalty will be imposed / approved / recommended by Administrative Head of the Institution.

Note: 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.

Appendix 1 – Supplies / Security Equipment

List of Supplies/Security Equipment

Sr.#	Description	Tentative Number Required (Mandatory)
1	Weapons (with ammunition)	As per Hospital Requirement, which will be decided by Hospital Administration at the initiation of the contract.
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 non-availability of equipment/tools (in PKR)
1	Weapons (with ammunition)	200/- (per day/ per missing / out of order gun or ammunition)
2	Hand Metal Detectors	200/- (per day/ per missing/ out of order detector)
3	Uniform including Shirt & Trousers, Cap Shoes, Belt, Name Tag, etc.	200/- (per day/ per guard)
4	Whistles	-

Appendix 2 - Invoice Checklist

Invoice Checklist (to be attached with invoice)			
Sr.	Description	Annexure	Attached
1.	MS Covering Letter / Noting signed by MS & NMS (Admin, HR, Budget and Account, Audit officer etc.) (Covering letter must have proper Letter No., Date, Breakdown of Penalties and Consolidated Weekly & Monthly Obtained Score)	A.	
2.	Original invoice/bill(s) signed by MS & NMS	B.	
3.	Separate Corrected Invoice Detail signed by MS & NMS, if required.	C.	
4.	Penalties Calculation Sheet (Appendix-8) signed by MS & NMS and Respective Supervisor and must be shared with the Service Provider for his record.	D.	
5.	Request Letter for Supplies .	E.	
6.	Supplies Detail , Report Inspection, Consumption Report, etc.	F.	
7.	Salary Disbursement Report (Appendix-7).	G.	
8.	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	H.	
9.	Bio Metric Attendance & Copy of Manual Attendance maintained on Register , signed by MS & NMS. (In case of any issue of Bio Metric attendance, please attach MS letter for acceptance of manual attendance). <i>“However on manual attendance, employee will sign himself instead of writing “P” on register.”</i>	I.	
10.	Following forms maintained by Service Provider signed by MS, Admin Officer and Supervisor	J.	
	a) Weekly Report	K.	
	b) Monthly Checklist of Deployed Guards.	L.	
	c) Complain/Report slips (If any)	M.	
11.	Any other document if required for processing of payments.	N.	

Note:

- The Service Provider must submit the invoice in proper File Cover so that the documents to be attached by Hospital Administration don't get spoiled and disintegrated.
- It is mandatory for each admin officer / FBO and Audit Officer to Sign (signature & stamp) each page of the invoice. Beside the signature & stamp of Admin Officer / FBO and Audit Officer on every page, other documents should be signed (signature & stamp) by the relevant officers i.e. (Biometric Attendance signed by IT Officer).
- All invoices must be placed in FILE COVERS with PROPER TAG and ANNEXURES. No invoice without file cover and proper tag will be accepted in the PMU Office.
- The page numbering of the whole invoice must be done adequately and documents must be attached in the same sequence / order as mentioned in the table.

Appendix 3 - Performance Guarantee Format

To:

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

PERFORMANCE GUARANTEE NO. (the **Guarantee**)

We, [●]³, being the Guarantee issuing bank (the **Issuing Bank**) understand that [●] a company incorporated under the laws of [●] having its registered office located at [●] (the **Service Provider**) has been selected as the successful Applicant following a tendering process for the Provision 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****

Appendix 4 - Conflict of Interest Undertaking

To,

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

SUBJECT: CONFLICT OF INTEREST

Reference to the contract / purchase order / supply order no. -----

Titled----- dated -----, which we have entered into / received from
the Project Management Unit, Primary & Secondary Healthcare Department.

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.*

Appendix 5 - PPRA Circular

<http://ppra.punjab.gov.pk>



Tel: 042-99204572
Fax: 042-36284776

No. L&M(PPRA) 10-01/2011
PUNJAB PROCUREMENT REGULATORY
AUTHORITY, S&GAD
3rd Floor, Al-Falah Building, The Mall Lahore.

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 to 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 required to be involved in the bid.

(SHAHID HUSSAIN)
Managing Director, PPRA

Cc:

1. Registrar, Lahore High Court Lahore;
2. All Administrative Secretaries, Government of the Punjab;
3. Inspector General of Police, Punjab;
4. Accountant General, Punjab;
5. Director General, Civil Audit, Punjab;
6. Director General, Works Audit, Punjab;
7. All Divisional Commissioners, Government of the Punjab;
8. All Deputy Commissioners, Government of the Punjab.

(SHAHID HUSSAIN)
Managing Director, PPRA

Appendix 6 - Undertaking for Minimum Wage Rate

Dated _____

To

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.*

Appendix 7 - Salary Disbursement Report Format

Salary Disbursement Report of DHQ HOSPITAL _____ For the Month of _____ (As per Prevailing Labour Laws, Minimum Wage Rate and any other)			
Sr.	Name of Security Personnel	CNIC	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

* To be Provided by Service Providers and attach with the Monthly Invoices from 2nd Month onward

Appendix 8 (a) - Monthly Attendance Pro-forma and Penalty Calculation Sheet

DHQH HOSPITAL _____																																					
Monthly Comprehensive Attendance & Penalty Calculation of Security Services for the Month of (xxx) (Based on Bio-Metric & Manual Attendance)																																					
Sr.#	Name	CNIC	Designation	Shift / Deployed Place	Bio-Metric Attendance Reference / Page No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
						SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	
1						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
2						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
3						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
4						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
5						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Required / Deployed Personnel per day as per Contract																																				Total	
Total Present on each Day																																					0
Total Absent / Missing Personnel per day																																					0
Security Personnel Without Uniform (etc.)																																					0
No. of Late Arrivals, Early Leave, Vacant Points per day																																					0
Penalty on Absent / Missing Personnel per day 500 + (Daily Wage Rate of Respective Category)																																					0
Penalty on Security Personnel Without Uniform																																					0
Penalty on Late Arrivals, Early Leave, Vacant Points per day																																					0
Total HR Penalty on Each Day																																					0

*Daily Wage Rate = Quoted Rate (Category Wise) / 30

Appendix 8 (b) – Equipment Penalty Calculation Sheet

DHQH HOSPITAL _____						
Equipment Penalty Calculation Sheet for Security Services (_____) for the Month of (_____)						
Sr.#	Date	Description	Detail as per Appendix 1		Penalty (As per Appendix 1)	Total Penalty per Day
			Required	Available		
1	1-Mar-20*	Weapons (with ammunition)				
		Hand Metal Detectors				
		Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.				
		Whistles				
2		Weapons (with ammunition)				
		Hand Metal Detectors				
		Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.				
		Whistles				
3		Weapons (with ammunition)				
		Hand Metal Detectors				
		Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.				
		Whistles				
30		Weapons (with ammunition)				
		Hand Metal Detectors				
		Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.				
		Whistles				
		Hand Metal Detectors				
		Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.				
		Whistles				

Appendix 9 - Hospital Wise HR Strength

Sr. #	Package	Division	Name of the Hospital	Supervisor	Civilian	Ex-Army / LEAs	Lady Searcher	Total Strength	Deployed Staff 85 %
1	Package 1	DG Khan	DHQ Layyah	3	22	19	6	50	43
2			DHQ Muzaffargarh	3	23	21	6	53	46
3			DHQ Rajanpur	2	16	16	6	40	34
DG Khan Total				8	61	56	18	143	123
4	Package 2	Lahore	DHQ Kasur	2	22	18	6	48	41
5			DHQ Nankana Sahib	3	16	15	6	40	34
6			DHQ Sheikhpura	6	44	37	18	105	90
Lahore Total				11	82	70	30	193	165
7	Package 3	Multan	DHQ Khanewal	3	18	17	6	44	38
8			DHQ Multan	6	20	16	6	48	41
9			DHQ Vehari	3	25	23	6	57	49
Multan Total				12	63	56	18	149	128
10	Package 4	Sahiwal	DHQ Okara	3	18	18	6	45	39
11			DHQ Okara SC	2	13	12	6	33	29
12			DHQ Pakpattan	3	14	14	6	37	32
Sahiwal Total				8	45	44	18	115	100
13	Package 5	Sargodha	DHQ Bhakkar	3	17	17	6	43	37
14			DHQ Khushab	3	13	12	6	34	29
15			DHQ Mianwali	3	27	24	6	60	51
Sargodha Total				9	57	53	18	137	117
16	Package 6	Bahawalpur	DHQ Bahawalnagar	3	25	23	6	57	49
17			DHQ Lodhran	3	20	17	6	46	40
Bahawalpur Total				6	45	40	12	103	89
18	Package 7	Faisalabad	DHQ Chiniot	2	8	13	6	29	25
19			DHQ Jhang	2	16	15	6	39	34
20			DHQ Toba Tek Singh	3	14	13	6	36	31
Faisalabad Total				7	38	41	18	104	90

21	Package 8	Gujranwala	DHQ Hafizabad	3	20	18	6	47	40
22			DHQ Mandi Bahauddin	3	22	19	6	50	43
23			DHQ Narowal	3	21	18	6	48	41
Gujranwala Total				9	63	55	18	145	124
24	Package 9	Rawalpindi	DHQ Attock	3	10	10	6	29	25
25			DHQ Chakwal	3	14	13	6	36	31
26			DHQ Jhelum	2	22	20	6	50	43
Rawalpindi Total				8	46	43	18	115	99
Grand Total				78	500	458	168	1,204	1,035

Note 1. Procuring Agency reserves the right to add or drop one or more health facilities from any package at any time (before or during the contract period).

Note 2. Procuring Agency reserves the right to increase or decrease Security Staff from any Division / Hospital at any time (before or during the contract period).