

**PROJECT MANAGEMENT IMPLEMENTATION UNIT  
REVAMPING OF NON-TEACHING DHQ HOSPITALS  
GOVERNMENT OF THE KHYBER PAKHTUNKHWA**

**Request for Proposal**

**PROVISION OF SECURITY SERVICES IN 6  
NON-TEACHING DHQ HOSPITALS OF THE  
KHYBER PAKHTUNKHWA**

## Table of Contents

1. ADVERTISEMENT .....	5
2. INTRODUCTION .....	6
3. INSTRUCTION TO BIDDER(S) .....	6
General Instructions .....	6
Bidding Method & Evaluation .....	9
Bidding Method .....	9
Rejection of Bids .....	9
Performance Guarantee .....	10
Bid Evaluation .....	10
Technical Bid Form .....	11
Technical Evaluation .....	12
4. TECHNICAL EVALUATION / PROFILE OF THE BIDDER .....	12
5. FINANCIAL EVALUATION .....	17
Financial Bid Form 1 .....	18
Financial Bid Form 2 .....	19
Financial Bid Form 3 .....	20
6. GENERAL CONDITIONS OF CONTRACT (GCC).....	25
1. General Provisions .....	25
1.1 Definitions .....	25
1.2 Applicable Law .....	26
1.3 Language .....	26
1.4 Notices .....	26
1.5 Location .....	26
1.6 Authorized Representatives .....	26
1.7 Inspection and Audit by the Procuring Agency .....	26
1.8 Taxes and Duties .....	27

2. Commencement, Completion, Modification, and Termination of Contract .....	27
2.1 Effectiveness of Contract .....	27
2.2 Commencement of Services .....	27
2.3 Intended Completion Date.....	27
2.4 Modification .....	27
2.5 Force Majeure .....	27
2.6 Termination .....	28
3. Obligations of the Service Provider .....	30
3.1 General .....	30
3.2 Conflict of Interests.....	31
3.3 Confidentiality .....	31
3.4 Insurance to be Taken Out by the Service Provider .....	31
3.5 Service Provider's Actions Requiring Procuring agency's Prior Approval.....	32
3.6 Reporting Obligations .....	32
3.7 Documents Prepared by the Service Provider to be the Property of the PA .....	32
3.9 Performance Guarantee .....	32
4. Service Provider's Personnel.....	32
4.1 Description of Personnel .....	32
4.2 Removal and/or Replacement of Personnel .....	32
5. Obligations of the Procuring Agency .....	33
5.1 Assistance and Exemptions .....	33
5.2 Change in the Applicable Law .....	33
5.3 Services and Facilities .....	33
6. Payments to the Service Provider .....	33
6.1 Payment as per Actual Work Done.....	33
6.2 Contract Price .....	33
6.3 Payment for Additional Services .....	34
7. Quality Control.....	34

7.1 Identifying Defects.....	34
7.2 Correction of Deficiencies, and Non-Performance Penalty .....	34
8. Settlement of Disputes .....	34
8.1 Amicable Settlement .....	34
8.2 Dispute Settlement .....	34
6. SPECIAL CONDITIONS OF CONTRACT .....	36
7. SCOPE OF SERVICES .....	38
Background .....	38
Contextual Information .....	38
Approach & Methodology .....	38
Roles & Responsibilities .....	38
Primary Responsibilities of the Firm .....	38
Responsibilities of the Procuring Agency/Hospital Administration .....	39
Operational Responsibilities.....	40
Security Staff Requirements.....	47
9. FINES & PENALTIES .....	50
10. Appendices .....	53
Appendix 1 Rented Supplies / Security Equipment.....	53
Appendix 2 Invoice Checklist.....	54
Appendix 3 Performance Guarantee Format .....	55
Appendix 4 Conflict of Interest Undertaking .....	57
Appendix 6 Undertaking for Minimum Wage Rate, EOBI and KP-ESSI .....	58
Appendix 7 Salary Disbursement Report Format .....	59
Appendix 8 Monthly Attendance Pro-forma and Penalty Calculation Sheet.....	60
Appendix 9 Hospital Wise HR Strength .....	62

**1. ADVERTISEMENT**

## 2. INTRODUCTION

PMIU requires firms to provide **Security Services for 6 NON-TEACHING DHQ Hospitals of the Khyber Pakhtunkhwa** for 24 Hours a day (365 days/ 7 days a week including Sundays & Holidays) in the entrusted NON-TEACHING DHQ Hospitals through Open Frame Work Contract. 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). Moreover, PMIU may outsource any other hospital of KPK other than abovementioned 26 hospitals at the lowest evaluated rate.

Sr. #	Name of the package/ Health Facility	Bid Security
1.	DHQ Hospital Abbottabad	Rs= 200,000
2.	DHQ Hospital Charsadda	Rs= 200,000
3.	DHQ Hospital Haripur	Rs= 200,000
4.	DHQ Hospital Karak	Rs= 200,000
5.	Maulvi Jee Hospital,Peshawar	Rs= 200,000
6.	Naseer Babar Hospital,Peshawar	Rs= 200,000

## 3. INSTRUCTION TO BIDDER(S)

### General Instructions

- Bidder shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.
  - The Applicant must be an active tax payer. Khyber Pakhtunkhwa Revenue Authority (KPRA) registration, National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by Applicant(s).
  - 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.**
  - The Service Provider shall have to provide Undertaking of Minimum Wage Rate as per **Appendix-6**
- 6 Hospital shall be considered as a single package, Interested Applicant who intends to apply shall submit only one Technical Proposal & One Financial Proposal consisting of HR rate inclusive of Arms and Equipment's required.**
  - However, the rate walk through gates payment shall be made on rent basis and firms will be required to submit the same.
- The complete Technical Bid duly signed and stamped must be submitted in **printed and electronic form (Flash Drive)**. Late Bids shall not be entertained.
- The amount of Bid Security Rs. 2 lakh per hospital.

5. The Bid Security shall be submitted in the form of Financial Instrument i.e. CDR/**DD/SDR** with minimum validity of 180 days in the favor of **PROJECT DIRECTOR, PROJECT MANAGEMENT IMPLEMENTATION UNIT (PMIU)**. The original instrument must be placed in the Financial Bid however a copy of the same shall be attached with Technical Bid.
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 Bidders, may extend the deadline for the submission of Bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to Bid.
8. For the purpose of preparing the Bid, the interested Bidder(s) will be allowed to visit the respective hospital to conduct survey and relevant assessments.
9. The Bidder(s) are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at Bidder's risk and may result in rejection of the Bid.
10. The offer must be valid for **180 Days** from last date of submission of Bids.
11. The procuring agency shall evaluate the technical Bid in a manner prescribed ahead in the document, without reference to the price and reject any Bid that does not conform to the specified requirements.
12. The Service Provider shall have to provide all relevant documents required for technical qualification. Service Provider shall have to give detail of HR, rented supplies etc. as per enclosed **Appendices**. Deficient documents, claims regarding HR, Supplies / equipment etc. shall not be acceptable.
13. After the evaluation and approval of the technical Bid, the procuring agency, shall at a time within the Bid validity period, publicly open the Financial Bids of the technically responsive Bidder(s), on a time, date and venue announced and communicated to the Bidder(s) in advance in the presence of the Bidder(s) or their representatives. The financial Bids of the technically non-responsive Bidder(s) shall be returned un-opened to the respective Bidder(s).
14. The Bidder shall submit the Financial Bid as per Financial Forms.
  - i Price Schedule is to be filled in very carefully, and should be typed. Any alteration/correction must be initialed.

- ii Every page is to be signed and stamped at the bottom. The Bidder 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.
  - iii While tendering the Bid, the present trend / inflation in the rate of services and goods in the market should be kept in mind by the Bidder. No request for increase in price due to market fluctuation in the cost of services and goods shall be entertained after the Bid has been submitted.
15. 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.
16. The Bidder shall submit the Bids including Bid Form and Appendices.
17. Financial Bid shall be prepared using the formats given in the Bid Form. Financial Bids of only the technically qualified / responsive Bidder(s) will be opened in accordance with the procedure laid down in Khyber-Pakhtunkhwa Procurement Rule, 2014.
18. Conditional Bids / Proposals shall not be considered in evaluation.
19. The award of the contract shall be as per **SCC**.
20. Intended date of commencement of the services will be **15 Days** from the date of award of the AAT/Contract.
21. The Bidder 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 Bids (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 Bid for this contract.
  - c. We confirm that the enclosed hard copy of the technical Bid is true and have complete copies of these documents.
  - d. We confirm that we, Service Provider, will be available to undertake the services.
  - e. At any stage, if any document has been found forged, fake, tempered or illegal during or after the procurement process, the bidder will be declared ineligible and punitive



action will be taken as per KPRA Rules, 2014 which includes forfeiture of Bid security & initiation of process for Blacklisting the bidder / Service Provider.

- f. 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.
- g. 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.
- h. 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 Agree to bear all costs incurred by us in connection with the preparation and submission of this Bid and to bear any further pre-contract costs.
- i. I confirm that I have the authority of *[name of Service Provider's company]* to submit Bid and to clarify any details on its behalf.

22. During evaluation of the Bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its Bid as provided in Rule 33 of KPRA 2014. The request for clarification and the response shall be in writing, and no change in the prices or substance of Bid shall be sought, offered, or permitted.

## **Bidding Method & Evaluation**

### **Bidding Method**

- According to KPRA Rule, 2014, Single Stage Two Envelopes Bidding Procedure shall be adopted.
- Highest ranking fair bid i.e. least cost section system (LCS) as per KPPRA Rules will be applied.

### **Rejection of Bids**

1. The Procuring Agency may reject all Bids as per rule 47 of KPRA Rule 2014 at any time prior to the acceptance of a Bid. The Procuring Agency shall upon request communicate to the Bidder who participated in the process seeking the reasons for its Bid's rejection, but is not required to justify those grounds.
2. Notice of rejection of all Bids shall be given promptly to the concerned Bidder(s) that submitted Bids.

### **Performance Guarantee**

The successful Bidder shall furnish a Performance Guarantee in the form of Financial Instrument i.e. Bank Guarantee (Format attached at **Appendix-3**) of the amount equivalent to **5%** of the total contract amount, 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 minimum validity period of 6 month or equal to contract tenure after expiry of the contract whichever is less. The performance guarantee shall be renewed at least one month before its expiry for renewal of the contract.

### **Bid Evaluation**

1. The Bidder must submit the required document / profile of the Bidder to be considered for financial Bid opening.
2. Financial Bids of technically responsive Bidder(s) shall be opened at a date and time fixed and notified in advance to the Bidder. The contract may be awarded to the lowest financial Bid of the technically qualified Bidder(s) (Bidder(s) scoring 70 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 KPRA Rules 2014.

**Technical Bid Form**

{Location, Date}

To:

Project Director,  
Project Management Implementation Unit,  
Revamping Non-Teaching DHQ Hospital KPK,  
HRD Building, Khyber Road, Peshawar.

We, the undersigned, offer to provide the requested services as in accordance with your Bidding document (**PROVISION OF SECURITY SERVICES FOR NON-TEACHING DHQ HOSPITALS IN KHYBER PAKHTUNKHWA**) BID REFERENCE NO: -----  
----- dated \_\_\_\_\_[insert date here]. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under a separate envelope.

We understand that the Procuring Agency is not bound to accept any Bid 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 Bids**.

### 4. TECHNICAL EVALUATION / PROFILE OF THE BIDDER

The Bidder/Service Provider must comply with all the mandatory parameters. In case of noncompliance of any mandatory parameter, the Bidder shall be declared as nonresponsive and shall not be considered for further evaluation for marking parameters. Interested Bidder shall submit only **one Technical Bid / Profile of the Bidder and one Financial Bid** for whole Package.

#### Mandatory or Prerequisite Parameters

1. The Bidder shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.
2. The bidder must hold an NOC from Ministry of Interior and registered with FBR.
3. The bidder must be registered with APSAA.
4. The bidder may hold a PTA License to establish, maintain and operate wireless communication in Pakistan, when and where required.
5. **The bidder must be registered and in business for at least 5 years or more.**
6. The Bidder must have an active National Tax Number (NTN).
7. The Bidder must have an active Khyber Pakhtunkhwa Revenue Authority (KPRA) registration Number.
8. The Bidder who is barred/ blacklisted or disqualified either by any Government/ Department / Agency / Authority would not be eligible to submit the Bid. **The Bidder will submit an undertaking in this regard.**
9. The Bidder shall have to provide Undertaking of Minimum Wage Rate as per **Appendix-6**.
10. The Bidder shall have a valid registration with **EOBI and KP-ESSI** 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.
11. Consortium / Joint Venture is allowed.
12. The Bidder must have License (**Valid or In renewal process-Documentary evidence should be attached**) issued by the Government of the Khyber Pakhtunkhwa Home Department as a Security Service Provider.
13. The copy of the Bidding Document duly signed and stamped by the Bidder shall be attached with the Technical Bids. Each page of the bid must be signed and stamped by the bidder.

14. The armed Security Guards hired by the Service Provider will hold license issued, by the concerned department/authority, in the name of the Company of the service provider. In no case the security guards hired by the service provider will be allowed to carry weapon on the base of the license issued in the name of the security guard.

TECHNICAL EVALUATION CRITERIA		
Sr. No.	Description	Marks
1.	Experience and Past Performance of the Firm	30
2.	Human Resource and Managerial Strength	20
3.	Capacity of the Firm	30
4.	Financial Capability / Strength	20
Total		100
Minimum marks required		70

**Note:** If a bidder scores "0" marks in Sr. 1, 2(a), 2(b), 3(a), 3(b), 3(c) or 4(a), the bidder will be declared Non-Responsive.

**Evaluation Criteria** (Copies of all the required documents shall be submitted)

Sr.	Parameters	Marks									
1	<p><b>Experience and Past Performance of the Firm</b></p> <table border="1"> <tr> <th>Sr. No.</th><th>PARAMETER</th><th>MAXIMUM SCORE</th></tr> <tr> <td>a.</td><td>Each Running Project (Security Services) will be given 05 Marks</td><td>40</td></tr> </table> <p>Running Project means that the service provider is providing services to public / private Sector w.r.t. relevance of Security Services. Each Institution/Organization/Hospital will be considered as an independent project. <b>Only those Project(s) will be considered for evaluation whose contract / agreement value will be 10 Million or more per year.</b> The Bidder shall have to provide <b>i.</b> Purchase Orders / Contract and <b>ii.</b> Satisfactory Performance / Completion Certificate clearly depicting the value of the contract. The Bidder shall have to provide documentary proof of provision of services in public / private sector, in order to substantiate its claim.</p>	Sr. No.	PARAMETER	MAXIMUM SCORE	a.	Each Running Project (Security Services) will be given 05 Marks	40	40			
Sr. No.	PARAMETER	MAXIMUM SCORE									
a.	Each Running Project (Security Services) will be given 05 Marks	40									
2	<p><b>Human Resource and Managerial Strength</b></p> <table border="1"> <tr> <th>Sr. No.</th><th>PARAMETER</th><th>MAXIMUM SCORE</th></tr> <tr> <td>a.</td><td>Documentary proof of EOBI from 50-99 No. of Security staff <b>(05 Marks)</b> Documentary proof of EOBI from 100 or more No. of Security Staff <b>(10 Marks)</b></td><td>10</td></tr> <tr> <td>b.</td><td>Documentary proof of KP-ESSI from 50-99 No. of Security Staff <b>(05 Marks)</b> Documentary proof of KP-ESSI from 100 or more No. of Security Staff <b>(10 Marks)</b></td><td>10</td></tr> </table> <p><b>Note:</b> The Bidder will provide the documentary proof regarding EOBI and KP-ESSI payments of minimum of 70% of the staff deployed in the Running Contracts/ Project. The documents must clearly depict the payment detail w.r.t. number of staff for one time. For the purpose of Documentary proof of EOBI / KP-ESSI Contribution during the last two years (receipts of minimum 12 months) shall be considered.</p>	Sr. No.	PARAMETER	MAXIMUM SCORE	a.	Documentary proof of EOBI from 50-99 No. of Security staff <b>(05 Marks)</b> Documentary proof of EOBI from 100 or more No. of Security Staff <b>(10 Marks)</b>	10	b.	Documentary proof of KP-ESSI from 50-99 No. of Security Staff <b>(05 Marks)</b> Documentary proof of KP-ESSI from 100 or more No. of Security Staff <b>(10 Marks)</b>	10	20
Sr. No.	PARAMETER	MAXIMUM SCORE									
a.	Documentary proof of EOBI from 50-99 No. of Security staff <b>(05 Marks)</b> Documentary proof of EOBI from 100 or more No. of Security Staff <b>(10 Marks)</b>	10									
b.	Documentary proof of KP-ESSI from 50-99 No. of Security Staff <b>(05 Marks)</b> Documentary proof of KP-ESSI from 100 or more No. of Security Staff <b>(10 Marks)</b>	10									
3.	<b>Capacity of the Firm</b>	30									

Sr.	Parameters			Marks
4	Capacity of the firm will include Valid Arms Licenses, Available No. of Ex-Army Guards./ Law Enforcement Agencies (LEAs) Guards & Civilian Guards			20
	Sr No.	PARAMETER	MAXIMUM SCORE	
	a.	No of Valid Arms Licenses 51 - 70 Valid Arms Licenses (5 Marks) >70 Valid Arms Licenses (10 Marks)	10	
	b.	*No of Ex-Army Guards/ LEAs 51 - 70 Relevant Personnel (5 Marks) >70 Relevant Personnel (10 Marks)	10	
	c.	*No of Civilian Guards 51 - 70 Relevant Personnel (5 Marks) >70 Relevant Personnel (10 Marks)	10	
	*For Ex-Army Guards & LEAs (Janbaz, FC, Rangers, Police etc.) the firm must submit Service Certificate. <u>Note:</u> List of Ex-Army Guards /LEAs & civilian Guards along with CNIC & Contact No. must be provided by the Service Provider			
	Financial Capability/Strength			
Sr. No.	PARAMETER	MAXIMUM SCORE		
a.	Average Annual Turnover in last 03 Years. (duly supported by Audited Financial Statements) (Audit Report to Management or Internal Audit Report will not be accepted) <div><div>50- 99 Million (05 Marks)</div><div>100-149 Million (10 Marks)</div><div>150-199 Million (15 Marks)</div><div>&gt;199 Million (20 Marks)</div></div>	20		

\*The Procuring Agency may require additional information or request visit of the site by its technical team, if deemed necessary.

\*\* The sequence of Technical Bid must be as per below mentioned table.

<b>MANDATORY REQUIREMENTS</b>		<b>Attached at</b>
<b>1.</b>	The Bidder shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.	<b>Flag-A</b>
<b>2.</b>	The Bidder must have an active National Tax Number (NTN).	<b>Flag-B</b>
<b>3.</b>	The Bidder must have an active Khyber Pakhtunkhwa Revenue Authority (KPRA) registration Number.	<b>Flag-C</b>
<b>4.</b>	The Bidder who is barred/ blacklisted or disqualified either by any Government/ Department / Agency / Authority. The Bidder will submit an undertaking in this regard.	<b>Flag-D</b>
<b>5.</b>	The Bidder shall have to provide Undertaking of Minimum Wage Rate as per Appendix-6.	<b>Flag-E</b>
<b>6.</b>	The Bidder shall have a valid registration with EOBI and KPESSI 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.	<b>Flag-F</b>
<b>7.</b>	The Bidder must be approved / licensed / In renewal process (Documentary evidence attached) registered by the Khyber Pakhtunkhwa, Home Department as a Security Service Provider.	<b>Flag-G</b>
<b>8.</b>	The copy of the Bidding Document duly signed and stamped by the Bidder shall be attached with the Technical Bids. Each page of the bid must be signed and stamped by the bidder.	<b>Flag-H</b>
<b>TECHNICAL EVALUATION CRITERIA</b>		
<b>EXPERIENCE AND PAST PERFORMANCE OF THE FIRM</b>		
<b>1</b>	a. Projects	<b>Flag-I</b>
<b>HUMAN RESOURCE AND MANAGERIAL STRENGTH</b>		
<b>2</b>	a. Documentary proof of EOBI Payment	<b>Flag-J</b>
	b. Documentary proof of KP-ESSI Payment	<b>Flag-K</b>
<b>3</b>	a. Documentary Proof regarding No of Valid Arms Licenses	<b>Flag-L</b>
	b. Documentary Proof regarding No of Ex-Army Guards	<b>Flag-M</b>
<b>FINANCIAL CAPABILITY/STRENGTH</b>		
<b>4</b>	a. Audited Financial Statements	<b>Flag-N</b>



## **5. FINANCIAL EVALUATION**

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

### **Redressal of Grievances**

1. As per Khyber-Pakhtunkhwa Procurements Rules 2014,
2. Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of their Bid may lodge a written complaint concerning his grievances not later than **10 Days** after the announcement of Proposal Evaluation Report.

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

**Financial Bid Form 1**  
***(These Forms must be filled by Bidder(s))***

{Location, Date}

To:

Project Director,  
Project Management Implementation Unit,  
Revamping Non-Teaching DHQ Hospital KPK,  
HRD Building, Khyber Road, Peshawar.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Financial Bid Form 2**  
**SECURITY SERVICES FOR HOSPITALS**

Name of Bidder:

Mailing Address:

Income Tax Registration No.

KPRA 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 Management Cost on Monthly Basis including all applicable taxes)

**Financial Bid Form 3**  
**BREAKDOWN OF COST**

Description	Number of Personnel Per package/ health facility (As per Appendix 9)	Total Rate (PKR) per worker per month inclusive of all applicable taxes, Contributions (EOBI, KP-ESSI), etc.	Total Cost (in PKR) for one Month
Security Supervisor (Ex-Army)	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	$J*K=L$
Walkthrough Gates (Rent)	M		M
Walky Talky offered rates inclusive of taxes	N		N
Metal Detector (Rent)	O		O
*Management Cost per package/health facility per month (PKR)			P
Total Price for Package/health facility per month (PKR)			$C+F+I+L+M+N+O+P$

*\*Management Cost may include all other costs in order to manage the provision of uninterrupted Security Services which may include supplies/security equipment mentioned in the **Appendix-1**, software, ERP, contributions or any other activity needed to execute the contract as per scope of services.*

*The quantity mentioned in the **Appendix-9** will be used for evaluation purpose.*

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

*As per aforementioned Rules & Regulations of Labor Law, the Financial Bid(s) of the Bidder(s) will be **declared NonResponsive** if the rates quoted by the bidder did not include minimum wage rate, applicable taxes, EOBI and KP-ESSI.*

## Form of Contract

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

Between

**Project Management Implementation Unit (PMIU), Revamping Non-Teaching DHQ Hospital KPK, Government of Khyber Pakhtunkhwa** through its “**PROJECT DIRECTOR**”

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

And

M/s \_\_\_\_\_ having registered office at (ABC) through its “(XYZ)”

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

### WHEREAS

- a) **Project Management Implementation Unit (PMIU), Revamping Non-Teaching DHQ Hospital KPK** invited the bids/tender for Procurement of SECURITY Services for 6 non-teaching DHQ Hospitals of Khyber Pakhtunkhwa thereafter in which the Service Provider also participated and was declared as Lowest Evaluated Responsive Bidder.
- b) The service provider having represented to the Procuring Agency that they have the required professional skills and personnel and technical resources have agreed to provide the services on terms and conditions set forth in this Contract as defined in the General Conditions / Special Conditions of the Contract and the Scope of services (hereinafter called as “**Services**”)
- c) The Procuring Agency has received budget from the Government of the Khyber-Pakhtunkhwa. 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 Khyber-Pakhtunkhwa or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Khyber-Pakhtunkhwa) 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 Khyber-Pakhtunkhwa, 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 Khyber-Pakhtunkhwa 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 Khyber-Pakhtunkhwa under any law, Contract or other instrument, be voidable at the option of Government of the Khyber-Pakhtunkhwa.
8. Notwithstanding any rights and remedies exercised by Government of the Khyber-Pakhtunkhwa in this regard, **Service Provider** agrees to indemnify Government of the Khyber-Pakhtunkhwa for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Khyber-Pakhtunkhwa 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 Khyber-Pakhtunkhwa.
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 Khyber-Pakhtunkhwa 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;
- ❖ Bidding Documents;
- ❖ any other Documents deem 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 Implementation Unit (PMIU),**

Revamping Non-Teaching DHQ Hospital KPK, Government of Khyber Pakhtunkhwa

\_\_\_\_\_

Witnesses 1

Witnesses 1

\_\_\_\_\_

\_\_\_\_\_

**(Service Provider)**

\_\_\_\_\_

Witnesses 1

Witnesses 2

## **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 overwrite 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 Bidding Documents. Service providers will be expected to address all of the aspects of the General Conditions of Concession Contract in their submissions



## **6. 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 & penalties if any, 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 Khyber-Pakhtunkhwa;
- j) “Local Currency” means Pak Rupee (PKR);
- k) “Party” means the Procuring agency or the Service Provider, as the case may be, and “Parties” means both of them;
- l) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- m) “Service Provider” is a person or corporate body whose Bid / Proposal to provide the Services has been accepted by the Procuring agency;
- n) “Service Provider’s Proposal” means the completed Proposal / Bid submitted by the Service Provider to the Procuring agency

- o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- p) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Procuring agency
- q) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Section C – Scope of services, Bidding Document and attached Annexures.
- r) “Mobilization in 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.

## **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 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 as **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 below mentioned paragraphs 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) If penalty imposed reaches 25% of the invoice amount for a particular month, the procuring agency will issue warning letter to service provider and if this happens 3 times during the contract period irrespective of the continuity, the procuring agency will initiate process of termination of the contract.
- (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) 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.

- (f) In such events e.g. non-performance due to strike or violation of contract, the Service Provider shall be BLACKLISTED as per the prevailing KPRA rules and Performance Guarantee will be encashed or the equipment may be confiscated.
- (g) Notwithstanding 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.
- (h) If a procuring agency in its sole discretion and for any reason what so ever decides to terminate the service contract, the termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.
- (i) 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
- (j) 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 Bid submission) designed to establish Bid 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.

- k) If the service provider is not paying minimum wages, notified from time to time by Government of the Khyber-Pakhtunkhwa, during the currency of the contract and the same is proved after conducting an inquiry by the procuring agency.

#### **2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than sixty (60) 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.
- (c) If the Procuring Agency felt necessary, abrupt withdrawal of services by the services provider will not be allowed. The procuring agency, if feels appropriate, can ask the service provider to continue its services till the new contract is signed with the new service provider to ensure continuity in the services. The service provider will be bound to abide by the directions of the procuring agency.

### **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 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 and agents 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 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 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, the Service Provider shall not 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 and its Personnel 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 at its 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 / Advance Acceptance of Tender (AAT) in a form as specified in AAT. The Performance Guarantee shall be valid until a date 6 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, duties and wages 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 Payment as per Actual Work Done**

The Service Provider's remuneration shall be paid on actual work done and other costs incurred by the Service Provider in carrying out the Services described in Section C and scope of services of Bidding 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.

## 6. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Arbitrator / Adjudicator is: <b>Secretary Health</b>
1.1(b)	“Consideration Amount” means the procuring agency shall make payment to the Service Provider after deducting all penalties, 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: <b><u>PROCUREMENT OF SECURITY SERVICES IN 6 NON-TEACHING DHQ HOSPITALS IN KHYBER PAKHTUNKHWA UNDER OPEN FRAMEWORK CONTRACT FOR FY 2021-22</u></b>
1.1(f)	The Procuring Agency is: <b><u>Project Management Implementation Unit, Revamping Non-Teaching DHQ Hospital KPK, Government of Khyber Pakhtunkhwa</u></b>
1.1(g)	“Mobilization in advance” is an average cost of 3 months of all hospital 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.
	“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 financial year which shall be calculated as under  Payment in advance = (Average cost of all Hospital 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 ----- --, Peshawar through its “-----”
1.2	The Applicable Law is: <b><u>Laws of Islamic Republic of Pakistan</u></b>
1.3	The language is: <b><u>English</u></b>

1.4	<p><b>The addresses</b>  <b><u>Procuring agency:</u></b>  Project Management Implementation Unit,  Revamping Non-Teaching DHQ Hospital KPK,  Government of Khyber Pakhtunkhwa,  HRD Building, Khyber road, Peshawar,  Attention: Project Director, PMIU  <b>Tel:</b></p> <p><b><u>Service Provider:</u></b>  M/s *****  <b>Attention:</b>  <b>CNIC:</b>  <b>Tel:</b>  <b>Email:</b></p>
1.6	<p>The Authorized Representatives are:  For the Procuring agency: <b>Project Director, PMIU</b>  For the Service Provider:</p>
2.1	<p>The Contract shall come into force with effect from the date on which both parties have signed the contract i.e. <u>*****</u></p>
2.2.2	<p>Service Provider shall commence the services within fifteen (15) days from the award of the AAT/contract.</p>
2.3	<p><b>The Intended period of Completion for the contract is one year from the date of signing of the contract.</b>  The contract extension will not be an exclusive right but <b>can be extended further</b> on the same terms &amp; conditions. The renewal shall be based on the following but not limited to conditions.</p> <ol style="list-style-type: none"> <li>1. Mutual consent of both parties.</li> <li>2. Satisfactory performance report dully verified by Medical Superintendent of Hospitals and Operations Wing, PMIU.</li> <li>3. Approval of Competent Authority.</li> <li>4. Renewal of the Performance Guarantee by the Service Provider.</li> </ol>
3.1	<ul style="list-style-type: none"> <li>• 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.</li> <li>• *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.</li> <li>• The service provider shall pay to his employees via bank.</li> </ul>
6, 6.2(a)	<p>The approx. cost of the contract is <b>PKR *****</b> /- (<b>In words</b>) (The contract amount is not fixed cost, it shall be determined on As per Actual (APA) basis.)</p>

## **7. SCOPE OF SERVICES**

### **Background**

The Project Management Implementation Unit of Health Department is the key department entrusted by the people of Khyber Pakhtunkhwa with responsibility to provide healthcare services to the population. The Primary and Secondary Health Department delivers primitive, preventive and curative healthcare services from the Primary to the Secondary Healthcare level.

In 2020, the Government of the Khyber Pakhtunkhwa launched a landmark initiative to revamp secondary healthcare facilities across the province including 6 District Headquarter (NON-TEACHING DHQ). 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 NON-TEACHING DHQ and Hospitals for which PROJECT MANAGEMENT IMPLEMENTATION UNIT (PMIU) 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 Revamping Non-Teaching DHQ Hospital KPK.

### **Contextual Information**

The District Head Quarters (NON-TEACHING 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 NON-TEACHING DHQ hospital provides primitive, preventive and curative care, advance diagnostics, inpatient services, advance specialist and referral services.

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

### **Approach & Methodology**

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

### **Roles & Responsibilities**

#### **Primary Responsibilities of the Firm**

Bidder shall provide SECURITY services as set forth in this document. The services contracted include, but are not limited to, the following:

1. 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.

2. The service provider shall hire at least 80% army retired/forces retired security guard staff.
3. The firm must abide by prevailing labor laws including but not limited to Minimum wages, Social Security and EOBI. The Procuring Agency reserves the right to seek proof if the same is being paid to the personnel, the failure of which can lead to the Termination of the Contract, forfeiture of Performance Guarantee.
4. The firm must provide Uniform as per weather requirements (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. Security Clearance of the staff provided to procuring agency will be the responsibility of Service Provider.
6. 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.
7. The contact details of every deployed staff member to be provided by the firm / company in first month of the contract execution.
8. Ensure 100% staff attendance, 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.
9. Provide the rented supplies / Security equipment mentioned in **Appendix-1**. The successful Bidder shall have to make all this supplies / security equipment physically available in the office before starting the work and these should always remain in working condition during the period of contract.
10. 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.

## Operational Responsibilities

1. **The service provider shall provide security services 24 hours per day, 365 days per year** as per the requirements set out in the Service Specific Specifications, specified later in this scope section, relevant to the delivery of desired security services. It must be noted that Security Services must not be compromised / interrupted in case of any extraordinary situation / epidemic or any other special circumstances.
2. Control unauthorized access to Hospital territory.
3. Ensure protection of the personnel's & property of the Hospitals.
4. There must be proper mechanism for entry & exit of any equipment/ Medicines/ Supplies etc. that must be done through authorized signature preferably after issuance of an INWARD or OUTWARD GATE PASS for this coordination shall be done by hospital Administration. The detailed mechanism regarding the gate pass will be finalized by Hospital Administration.
5. Prevent trespass with/without arms.
6. Prevent the entry of unauthorized persons and unauthorized vehicle inside the premises of hospital.
7. The Security staff shall control and restrict the unnecessary movement of traffic in Hospital premises. Prevent the entry and parking of vehicles at unauthorized areas. Security staff shall ensure that all the vehicles of public/ Hospital staff are being parked at designated area notified by the Hospital Administration. The entrance and exit gates of the Hospital shall be made clear from any encroachment for smooth traffic/ patient transfer.
8. 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.
9. 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, **prohibited items like narcotics or any other item notified by any competent forum in the best interest of the public or Hospital's property**. Perform suppression and removal of invaders, demonstrators and unauthorized entrants.
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. It should be ensured that no animal like Dogs, stray cattle are entered in the hospital.
21. In emergency situations, security staff/supervisor 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.
22. 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.
23. Procuring Agency reserves the rights to add or drop one or more health facilities.
24. 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.

25. 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.
26. 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.
27. In case, a security guard is not performing his duties well, he/she shall be served a warning letter by Hospital administration and if, after one week, he/she is still not able to perform his/her duty, service provider will replace the said staff. However, hospital administration reserves the right to ask Service Provider to replace any security personnel without any reason.
28. 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.
29. 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 ensure 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.

30. 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 internet facility will be managed by service provider. The record of the same will be verified by the Hospital Administration on daily basis and same will be shared to client wing. The specification of Bio-metric machine is tabulated below.

Sr. #	Specification	Description
1.	Face Capacity	Minimum 200
2.	Identify mode	Face, Palm, Fingerprint, password and combinations
3.	Maximum Attendance Log	100,000
4.	Display Language	English
5.	Battery	Built in Battery Backup
6.	U-disk	Supported
7.	Communication	TCP/IP, 4G (Operational)
8.	Attendance Software	Centre cloud based attendance software

31. All staff will be enrolled on the bio-metric devices installed at the hospital. Service provider shall ensure that its staff uses these devices for attendance marking. Their attendance will be monitored duly by the hospital administration through the biometric devices. The number of staff specified in this Contract includes relievers.
32. Service provider shall be bound to pay its staff before 10<sup>th</sup> of each month and salaries shall not be linked to any other payment which contractor is entitled to receive from the client.
33. Service Provider shall pay its personnel not less than the minimum wage as per labor laws of Pakistan and other benefits mandated by the law. The Contractor shall comply with the laws governing labor standards and employee's compensation.
34. Service Provider will distribute salaries through e-channel i.e., Bank Account, Easy Paisa, Jazz Cash etc. and proof of the same must be submitted to the hospital administration along with salary disbursement certificate of the same month. Salary disbursement certificate shall be Prerequisite for invoice processing.
35. Service Provider is liable to pay EOBI and KP-ESSI of Security Personnel employed against the subject contract. Details of the same must be attached with the monthly invoice along with Salary Disbursement Report as mentioned in the Appendices.

36. The services provider shall provide the names, address, age, Security Clearance Certificate and Medical Certificate of the SECURITY Personnel deployed at the hospitals. The service provider shall provide the discharge book by concerned competent authority of the security personnel hired against Ex-Army/ Law Enforcement Agencies category. **File of SECURITY Personnel** will be maintained by Service Provider at every Hospital and a copy will be shared with the Hospital management.
37. 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. Noncompliance may result in punitive action against the Service Provider.
38. 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.
39. In case of any labor disputes regarding their employees, resolve the same at the earliest to ensure scheduled work is completed satisfactorily and on time.
40. No employer – employee relationship between staff and facility management staff shall be maintained.
41. Ensure that all staff assigned to the offices be adequately immunized against all types of communicable diseases and preventively monitored through health check-ups.
42. The service provider will perform Security duties in both the covered and uncovered areas including lawns, open spaces, walkways, roads, roofs and up till the boundary wall of the hospital. Up to two dedicated Security Personnel must be deputed to look after the horticultural aspects of the Hospitals. However, Security of residential areas of the hospitals is not in scope of services of service provider.
43. 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 and disposable gloves and PPEs etc. Supervisors shall ensure that disposable items in the kit are made available to the workers regularly.
44. Dress code of Security Staff must be as per below mentioned descriptions:

Sr.#	Specification	Description
1.	Type	Security Safari Suit ( <b>As per approved sample</b> ) with long security shoes
2.	Color	Navy Blue / Blue or any other approved by the Procuring Agency
3.	Logo / Tag Line	<b>“Security Staff”</b> as Tag Line must be mentioned on the Back of the Shirt

***\*The dress code must be approved from the department before commencement of the Services.***

45. Supervisors shall be employed by the service provider for 24 hours in each hospital.
46. The services provider shall provide the names, address, age and a fresh medical certificate of the workers to be deployed at the Hospital well in advance.
47. The Service Firm shall be bound to engage and include, after due diligence, the workers, utilities and equipment which are recommended by the Client.
48. The Service Firm shall ensure that female security staff is hired for female and children wards/departments.
49. During the term of this Agreement, the Contractor shall be bound to provide Hospital Wise Salary Disbursement Report clearly mentioning therein the amount paid to each security guard and the same will be shared with the client every month alongwith invoices.
50. The Service Firm shall be bound to provide Security services at the Hospital for 24 hours a day and 365 days a year for all non-residential areas. Firm will make arrangements for providing its services during holidays also.
51. All workers shall be entitled to leave according to labor laws after due approval / authorization of their supervisor and service provider will be bound to provide alternate worker.
52. The Contractor shall be bound to provide trainings, as deemed necessary by the client, to its Security staff for Security of hospital.
53. Any leave by any worker violating the SOPs notified by the Procuring agency shall also constitute as breach of the contractual provision.
54. Daily duty hours of every worker shall be 8 hours for morning, evening and night shift respectively. Provided that if any worker is arriving late, up to fifteen minutes and leaving early up to fifteen minutes, shall not be considered as deductible and early and late working, up to fifteen minutes, shall not be considered as chargeable / deductible.
55. Verification of the particulars, reference check and criminal record check, of the workers, shall be the responsibility of the Service Provider.
56. Service Provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations of the hospital.
57. Service Provider shall immediately upon receipt of request replace any service personnel who may be considered undesirable and incompetent by the procuring agency / hospital administration.
58. Service Provider will be responsible to provide quality human resource with demonstrable experience in each hospital as per Qualification & Experience of human resource in first month.

59. The Human Resource (HR) as mentioned in this Contract may increase or decrease subject to below mentioned conditions:

- a. Request Letter from Service Provider.
- b. Justification Letter for increase in HR from Medical Superintendent to Director Operations PMIU.
- c. Recommendation of Operations Wing, PMIU
- d. Approval of Competent Authority.

60. After joining, the requisite staff will be on probation of seven (7) days, who upon the recommendation of the Admin Officer and issuance of a satisfactory letter from Medical Superintendent (MS) may continue his/her services for a period as per contract agreement. However, MS of the concerned hospital should issue a satisfactory performance certificate for each such staff. It will also be the responsibility of Medical Superintendent that after the issuance of satisfaction letter all such staff should be on biometric at once.

- a. If Medical Superintendent want to surrender any extra staff, he may do so by giving 15 days' notice to the Service Provider under intimation to the Project Management Implementation Unit.
- b. However, if MS require any such staff as per the contract agreement, he may demand the same by following below mentioned mechanism for deployment of any such staff;
- c. A requisition for deployment of staff for each particular month will be placed by the Medical Superintendent of the concerned hospital before the Project Director, PMIU at least 15 days before the starting of a particular month. If no request will be generated by the Medical Superintendent, it will be understood that the staff of previous month will continue to perform his/her services accordingly.
- d. Within 2 days of receipt of requisition from Medical Superintendent, PMIU will subsequently inform the Service Provider for deployment of requested staff accordingly.
- e. Within 7 days of receipt of letter from PMIU, Service Provider should submit the detail of duly certified human resource to the concerned hospital administration under intimation to PMIU.
- f. Within 2 days of receipt of information of human resource from the Service Provider, hospital administration will issue a letter of approval or letter of rejection to the Service Provider under intimation to PMIU.
- g. Upon receipt of letter of approval from hospital administration, Service Provider will deploy the requisite human resource who should join his/her station within the due date in accordance with the Medical Superintendent, requisition letter.

- h. It will be the responsibility of the Admin Officer/Assistant Admin Officer to provide daily attendance sheet to the Supervisor of the Service Provider and a scanned copy of the invoice to the service provider after processing the invoice completely. However, IT officer will be responsible for the printing and submission of daily attendance report and submit to the concerned Admin Officer/Assistant Admin Officer.

### **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 ammunitions, uniforms, detectors and other related equipment for example security scanning gates available at the hospital. (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 and a copy of each armed license/ Equipment/ Authority letter to relevant guard, where applicable shall be submitted to the Hospital Administration for verification and record purpose.
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. Mentally & 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 & safety 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 supervisor 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 (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	<b>Supervisor</b>	<p><b>Minimum Qualification: Matric</b></p> <ul style="list-style-type: none"> <li>• Act as an interface between the Client and the contractor's staff.</li> <li>• Maintaining duly signed daily audit sheets and complaint registers</li> <li>• Record requests and feedback from the client from time to time and appropriate actions taken.</li> <li>• Coordinate any kind of shifting/ relocations of the staff and the same shall also be reported to the client</li> <li>• Responsible for the turnout / grooming of the entire facility staff.</li> <li>• Decide on the work and staff deployment on a daily basis □</li> <li>• Maintain attendance for all the staff.</li> <li>• Ensuring presence of the staff at their respective stations and the completion/ compliance of the various duties assigned to them.</li> <li>• Help induce a sense of responsibility, discipline and hygiene in all employees.</li> <li>• Maintain log of all equipment and utilities' allocation and utilization</li> <li>• Submit the required reporting forms.</li> <li>• Should be medically fit</li> </ul> <p><b>Minimum experience: Ex/Retd - NCO / JCO from Army</b></p> <p><b>Gender: Male</b></p> <ul style="list-style-type: none"> <li>• <b>Age: 40-55 Years</b></li> </ul>
2	<b>Security Personnel (Civilian &amp; Ex-Army / LEAs)</b>	<p>Job Description: (As listed in scope of services)</p> <p><b>Minimum Qualification:</b> Primary / Middle Pass</p> <p><b>Minimum experience:</b> At-least 5 years (as security guard or ex-serviceman) <b>Gender:</b> Male</p> <p><b>Age:</b> 25-45 Years</p>
3	<b>Security Personnel (Lady Searcher)</b>	<p>Job Description: (As listed in scope of services)</p> <p><b>Minimum Qualification:</b> Primary / Middle Pass</p> <p><b>Minimum experience:</b> At-least 5 years (as security guard or ex-serviceman) <b>Gender:</b> Female</p> <p><b>Age:</b> 25-45 Years</p>
	<p>Note:</p> <p><b><u>70% staff shall be ex-army or ex-force man and the remaining 30% could be trained civilian with at-least 6 Months experience in security.</u></b></p>	

## 9. FINES & PENALTIES

Sr.	Summary of Penalties	Penalties in PKR
d	Service Provider Fails to enroll 100% of total HR.	2,000 per month plus Monthly Wage Rate per Personnel.
2.	* It should be the responsibility of Service Provider to maintain 85% attendance (each day) of total 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	500 in addition to the amount of daily wage. (Amount of daily wage rate will be calculated on the basis of 30 days per month)
3.	Penalty on non-operationalization of Bio-metric machine.	2,000 per day
4.	In case any of service provider's personnel deployed under this work order is not present at his assigned place ( <b>arrive late or leave early</b> ) during inspection.	Penalty of Rs. 500/- per vacant point per shift will be imposed.
5.	If any worker (after worked for a complete month or number of days worked in a month) not get paid minimum wage as per prevailing / existing Labour Laws.	Rs. 5,000 / staff shall be imposed for that particular month.
6.	Penalty on non-provision of EOBI payment detail of deployed strength on monthly basis.	1,000 for each personnel per month
7.	Penalty on non-provision of KP-ESSI payment detail of deployed strength on monthly basis.	1,200 for each personnel per month
8.	Service provider shall be responsible to provide Ex-Army Guard / (LEA-Personnel') according to contract	Penalty of Rs. 500 in addition to the amount of daily wage shall be imposed per day for each missing Ex-Army Guard / LEA-Personnel'
9.	In case of non-availability/ un-serviceable/ out of order Security Equipment as listed below. i. Weapons (with ammunition) ii. Hand Metal Detectors (where required) iii. Torch Light (Good Quality and Range) during Evening and Night Shifts	Rs. 500 will be charged for each such equipment/item for that particular day.
10.	Staff is found without complete uniform which includes (Shirt & Trousers, Shoes, Belt and Cap etc.).	Rs. 500 will be charged for each such staff for that particular day.
11.	In case of theft of major equipment / fixtures (AC, water cooler, Wires, water pumps, LED Screens etc.) by the intruder	Rs. 5,000 will be charged.
12.	If security staff is found involved in any misuse / theft/ pilferage / anomaly of any Hospital Equipment / property.	Rs. 5,000 in addition to termination of individual alongwith FIR

13.	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.
14.	Security 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 (the salary disbursement attached should be of same month as of the invoice month i.e invoice of October shall have salary of disbursement of October attached along). 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).
15.	If the staff turnover for any particular month is greater than 15%	20,000 per month.
16.	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
17.	Any protest or strike observed by the security staff 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 & Rs. 75,000 for 48 – 72 hours).
18.	In case any (Public / General) complaint is received attributable to misconduct / misbehaviour, financial benefits 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
19.	Performance Penalty by Procuring Agency.	The Procuring Agency is entitled to carryout surprise visit of the premises and can impose justified penalties (minimum 50,000) considering the extent of non-conformance of contractual obligations on site.

**Important Points:**

- a) Once a penalty has been imposed, the service provider may challenge the penalty within 03 months after the payment against that particular month's invoice, which may be entertained. No claim / request for penalty waiver shall be considered afterwards.
- b) In case of theft due to negligence of security staff, Security Service Provider shall produce/recover the stolen equipment/fixtures/item(s) within one (01) month and penalty shall be imposed mentioned in Sr # 11. If Service Provider fails to produce/recover the stolen equipment / fixtures /

item(s) then the double market price of the stolen equipment / fixtures/ item(s) shall be charged in invoice as penalty. Moreover, the procuring agency reserves the right to withhold Performance Guarantee depends on the nature of the damage.

- c) In case of theft due to involvement of security staff, Security Service Provider shall produce/recover the stolen equipment/fixtures/item(s) within one (01) month and penalty shall be imposed mentioned in Sr # 12. If Service Provider fails to produce/recover the stolen equipment / fixtures / item(s) then the double market price of the stolen equipment / fixtures/ item(s) shall be charged in invoice as penalty. Moreover, the procuring agency reserves the right to withhold Performance Guarantee depends on the nature of the damage.
- d) If the strike continues for more than 3 days during same month, the process for termination of contract and forfeiture of PBG may be initiated after the generation of an official report by the hospital administration.

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.

## 10. Appendices

### Appendix 1 Rented Supplies / Security Equipment

#### List of Supplies/Security Equipment

<i>Sr. #</i>	<i>Description</i>	<i>Minimum (Mandatory)</i>	<i>Number Required</i>
1	Weapons (12 Bore Rifle, 30 Bore / 9MM along with ammunition ) i. Supervisor to carry either 30 Bore or 9MM Pistol ii. SG deployed in critical areas like emergency block to carry either 30 Bore or 9MM Pistol iii. Guards deployed at Entry / Exist points, parking points or Main Junctions to carry 12 Bore Rifle	10 – 20 Weapons per Hospital (As per Requirement)	
2	Hand Metal Detectors	10 metal detectors	
3	Blue Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag and same-colored Jackets in winter season etc.	For all Security Staff	
4	Whistles	For all Security Staff	
5	Torch Light (Good Quality and Range)	For all security staff on duty during Evening and Night Shifts	

## Appendix 2 Invoice Checklist

Invoice Checklist (to be attached with invoice)			
Sr.	Description	Annexure	Attached
1.	<b>MS Covering Letter / Noting</b> signed by MS & NMS (Admin, HR, Budget and Account, Audit officer etc.) (Covering letter must have proper Letter No., Date and Breakdown of Penalties)	<b>A.</b>	
2.	<b>Original invoice/bill(s)</b> signed by MS & NMS	<b>B.</b>	
3.	<b>Separate Corrected Invoice</b> Detail signed by MS & NMS, if required.	<b>C.</b>	
4.	<b>Penalties Calculation Sheet (Appendix-8)</b> signed by MS & NMS and <b>Respective Supervisor</b> and must be shared with the Service Provider for his record.	<b>D.</b>	
5.	Salary <b>Disbursement</b> Report ( <b>Appendix-7</b> ) <b>along with E-channel receipt &amp; EOIB &amp; KESSI receipt</b>	<b>E.</b>	
6.	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	<b>F.</b>	
7.	Bio Metric <b>Attendance</b> & Copy of Manual Attendance maintained on <b>Register</b> , 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>	<b>G.</b>	
8.	Following forms maintained by Service Provider signed by MS, Admin Officer and Supervisor	<b>H.</b>	
		<b>I.</b>	
	a) Daily activity Logs (signed by the Admin Officer & the Supervisor on daily basis)	<b>J.</b>	
	b) Monthly Situation Report	<b>K.</b>	
	c) Complain/Report slips (If any)	<b>L.</b>	
9.	Any other document if required for processing of payments.	<b>M.</b>	

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 TAGs and ANNEXURES before sending to PMIU 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.
- PMIU Office invoices will be processed through Admin Officer of PMIU.

### Appendix 3 Performance Guarantee Format

To:

Project Director,  
Project Management Implementation Unit,  
Revamping Non-Teaching DHQ Hospital KPK,  
HRD Building, Khyber Road, Peshawar

PERFORMANCE GUARANTEE NO. .... (the **Guarantee**) in favor of **PMIU, PRIMARY & SECONDARY HEALTH**.

We, [●]<sup>3</sup>, 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 Bidder following a tendering process for the Procurement of SECURITY Services for **\*\* Name\*\***.

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

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

\_\_\_\_\_  
<sup>3</sup>Insert 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 or equal to contract tenure after the expiry of the contract whichever less) 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 Implementation Unit,  
Revamping Non-Teaching DHQ Hospital KPK,  
HRD Building, Khyber Road, Peshawar

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 Implementation Unit, Revamping Non-Teaching DHQ Hospital KPK.

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  
Implementation Unit, Revamping Non-Teaching DHQ Hospital KPK.

**AUTHORIZED REPRESENTATIVE  
NAME OF THE COMPANY**

**Note:** *This must be printed on Company Letter head.*

**Appendix 6 Undertaking for Minimum Wage Rate, EOBI and KP-ESSI**

Dated \_\_\_\_\_

To

Project Director,  
Project Management Implementation Unit,  
Revamping Non-Teaching DHQ Hospital KPK,  
HRD Building, Khyber Road, Peshawar.

**SUBJECT: UNDERTAKING FOR PAYMENT OF MINIMUM WAGES TO STAFF /  
LABOUR AND SUBMISSION OF EOBI AND KPESSI CONTRIBUTION**

It is undertaken that M/s \_\_\_\_\_ is currently practicing the undermentioned human resource policy and 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. Our firm NTN Number is \_\_\_\_\_ and it was established in \_\_\_\_\_
2. Provision of minimum wage as notified by the Government of Khyber-Pakhtunkhwa from time to time applicable during the currency of the Contract.
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. Child Labor is forbidden under the contract. Children under the age of 18 years will not be employed, as per the Pakistani law.

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

Regards

Mr. \_\_\_\_\_

M/s \_\_\_\_\_

Peshawar

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

**Appendix 7 Salary Disbursement Report Format**

<b>Salary Disbursement Report of DHQ HOSPITAL _____ For the Month of _____</b> (As per Prevailing Labor Laws / Minimum Wage Rate applicable during the currency of contract)						
Sr.	Name of SECURITY Personnel	CNIC	Amount PKR	Mode of Payment (E-Channel)	Signature	Cell #
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						

**Prepared By:** Firm's Supervisor (sign & Stamp)

**Verified By:**

- i. Hospital Admin Officer (Sign & Stamp)
- ii. Medical Superintendent (Sign & Stamp)

\* To be provided by Service Providers and attach with the Monthly Invoices of same month as of the invoice month i.e invoice of October shall have salary of disbursement of October attached along).).

**Appendix 8 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	Total	
						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																																					0	
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

**7 (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 Contract)	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, Jacket in winter etc.				
		Torch Light (Good Quality and Range)				
2		Weapons (with ammunition)				
		Hand Metal Detectors				
		Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.				
		Torch Light (Good Quality and Range)				
3		Weapons (with ammunition)				
		Hand Metal Detectors				
		Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.				
		Torch Light (Good Quality and Range)				
4		Weapons (with ammunition)				
		Hand Metal Detectors				
		Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.				
		Torch Light (Good Quality and Range)				
		Hand Metal Detectors				
		Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.				
		Torch Light (Good Quality and Range)				

### **Appendix 9 Hospital Wise HR Strength**

**Note:**

1. *Procuring Agency reserves the right to add or drop one or more health facilities from any hospital at any time (before or during the contract period).*
2. *Procuring Agency reserves the right to increase or decrease JANITORIAL Staff from Hospital at any time (before or during the contract period)*
3. *On the basis of these HR rates procuring agency reserves the rights to award the contract of remaining 6 hospital of phase 1 to the lowest evaluated bidder.*