

**PUNJAB GOVERNMENT SERVANTS  
HOUSING FOUNDATION SCHEME,  
KHANEWAL**

**BIDDING DOCUMENTS**

**FOR**

**HIRING OF SECURITY SERVICES FOR  
THE YEAR 2021-22**

# Introduction

Project Director, Punjab Government Servants Housing Foundation Scheme, Khanewal requires firms to provide Security Services for **24 Hours a day (365 days/ 7 days a week including Sunday & Holidays)** at both sites.

Sr.No.	Site/Block	No. of Guards	No of Security Supervisors	Total Security Guards Required including Supervisor
1.	PGSHF Scheme,Khanewal	10	2	12

The firm will be required to provide Services as per Scope of Work attached as **Annexure-I** and related equipment as per **Annexure-II**. The bids will be made on lump sum basis factoring in all the required inputs and management costs mentioning all required sites along with their timings.

## 1 Objectives

Project Director, PGSHF Scheme, Khanewal aims to outsource security services to a reputable and capable security service provider. PD, PGSHF Scheme, Khanewal believes that the current situation leads to administration problems and undue complexities, overcoming limit the focus on public delivery.

## 2 Instruction to Bidders

### General Instructions

1. A Bidder/ Service Provider shall be a private legally registered entity with the formal intent to enter into an agreement or under an existing agreement.
  - a. The bidder must be an active tax payer. Punjab Revenue Authority (PRA) registration, National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by bidder(s).
  - b. A Bidder who has been barred/ blacklisted or disqualified either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. **The Bidder will submit an undertaking in this regard.**
  - c. The bidder shall provide all information required in the bidding documents and documents to substantiate its claim for eligibility.
  - d. Joint Venture is not permissible.

2. Interested Bidder who intends to apply for bid shall submit envelope containing separate Technical and Financial Bid.
3. At any time prior to the deadline for submission of bids, the Procuring Agency / Client, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment. Such amendment/response shall be sent to all prospective Bidders that have received the bidding documents, and shall be binding on them.
4. The Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.
5. For the purpose of preparing the bid, the interested bidders will be allowed to visit the office to conduct survey and relevant assessments However, basic details about various offices/sites, and services timings are mentioned.
6. The bidders shall submit technical and financial proposals in separate sealed envelopes in sealed envelope on **10.03.2022 at 12:30 PM PST** at the Office of the Project Director, PGSHF Scheme, Khanewal at address mentioned in advertisement. In preparing the technical proposal, the bidders are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at bidder's risk and may result in rejection of the proposal.
7. The technical proposals shall be opened on **10.03.2022 at 01:00 PM PST** on the same date in the presence of bidders and/ or their authorized representatives. Representatives shall have a signed authority letter from the bidder to be present in the bid opening and Financial Bids of successful technical bidders will be opened on **16.03.2022 at 12:00 PM**.
8. A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation to Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than **07.03.2022**. Clarifications in the bidding documents (if any) will be uploaded/circulated on the department's website.
9. The offer must be valid for **90 Days** from last date of submission of bids.
10. There is **05 % of Bid Security of Total bid value in the name of Project Director, PGSHF Scheme, Khanewal.**
11. The procuring agency shall evaluate the technical proposal in a manner prescribed in the document, without reference to the price and reject any proposals that do not conform

to the specified requirements. The Service Provider shall provide complete detail of relevant personnel i.e., **EObI, PESSI & Insurance documents etc.**

12. After submission, no amendments in the technical or financial proposal shall be permitted.
13. The Service Provider shall have to provide all relevant documents required for qualification. Service Provider shall have to give detail of HR, Goods etc. as per enclosed **Annexures**. Deficient documents, claims regarding HR, Supplies/equipment etc. shall not be acceptable.
14. After the evaluation and approval of the technical proposal, the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically responsive bidders, on a time, date and venue announced and communicated to the bidders in advance in the presence of the bidders or their representatives. The financial bids of the technically non-responsive bidders shall be returned un-opened to the respective bidders.
15. The quoted prices shall be treated as firm and final in **PKR inclusive of all applicable taxes**.
16. The Bidder shall indicate on the Price Schedule the Unit Prices and Total Price of the Human Resource (Security Personnel etc.) it proposes to supply under the Contract.
  - a. Price Schedule is to be filled in very carefully, and **SHOULD BE TYPED**. Any alteration/ correction must be initialized.
  - b. Every page is to be signed and stamped at the bottom. The Bidder is required to offer competitive cost. All Costs must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties. The benefit of exemption from or reduction in the GST / Services Tax or other taxes shall be passed on to the Procuring Agency.
  - c. While tendering your quotation, the present trend/ inflation in the rate of services and goods in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of services and goods shall be entertained after the bid has been submitted.
17. The Bidder shall complete the Bid Form (**Annexure-IV**)
18. Financial proposal should be prepared using the formats attached in **Annexure-V**. Financial proposals of only the technically qualified/ responsive bidders will be opened after due notification and procedure as laid down in PPRA Rules.

19. Conditional discounts shall not be considered in evaluation.
20. The Financial Proposals should contain:
  - a. Covering Letter on Company letter-head
  - b. Human Resource Cost (Security Personnel) along with breaking-down of taxes.
21. The award of the contract shall be valid for **One Year** from the date of its signing. However, extension in the Contract for an **equivalent period** can be made subject to satisfactory performance of service provider as well as mutual agreement/ consent of both parties.
22. Intended date of commencement of services will be within **10 Days** from the date of award of the Contract.
23. The organization must quote the Contract Title and include the following declarations:
  - a. We have examined the information provided in your terms of reference and offer to undertake the work described in accordance with requirements as set out in the TOR.
  - b. The proposal (Technical & Financial) has been arrived independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other potential investor invited to submit proposal for this contract.
  - c. We confirm that the enclosed hard copy of the technical proposal are true and have complete copies of these documents.
  - d. We confirm that Service Provider will be available to undertake the services.
  - e. We confirm that there are no personal, financial and business activities that will, or might, give rise to a conflict of interest, if we are awarded with this contract.
  - f. Subcontracting is not allowed in any case. At the time of the contract the Service Provider shall submit an undertaking on a legal paper, that the firm shall not further sub-contract/sublet services or any part thereof in respect to site/location to a third party/sub-contractor.
  - g. We confirm that the Service Provider:
    - i. Is not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, blacklisting, insolvency or financial standing.
    - ii. Has not been convicted of any offence concerning professional misconduct.
    - iii. Has not been convicted of corruption including the offence of bribery.

- iv. We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.
- h. I confirm that I have the authority of *[name of Service Provider's company]* to submit proposal and to clarify any details on its behalf.
- i. During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid as provided in Rule 33 of PPRA 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 PPRA rule 38 2(a) Single Stage Two Envelopes Bidding Procedure shall be adopted.

### **Rejection of Bids**

1. The Procuring Agency may reject all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to 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 any or all bids shall be given promptly to the concerned Bidders that submitted bids.

### **Performance Security**

The successful bidder shall furnish a Performance Security in the shape of a Bank Guarantee from a scheduled / recognized bank operating in Pakistan on the format attached as *Annexure IV* of the amount equivalent to **5%** of the total annual price, with **18 Months Validity** before the signing of the contract. The performance guarantee shall be renewed at least one month before its expiry in case of renewal of the contract.

### **Bid Evaluation**

1. If the technical component achieves **65%**, the bid will be considered technically responsive. Those bids scoring less than 65% will not be considered for financial bid opening.
2. Financial bids of technically responsive bidders shall be opened at a date and time fixed and notified in advance to the bidder. The contract may be awarded to the lowest financial bid of the technically qualified bidders (bidders scoring 65% or more in the technical

Evaluation) subject to reasonability of prices. However, Procuring Agency may reject all proposals as specified in rule 35 of Punjab Procurement Rules, 2014.(Amended)

### ***Technical Evaluation***

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

#### **CHECK LIST OF TECHNICAL EVALUATION CRITERIA**

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

1. The bidder must be approved/licensed/registered by the Punjab, **Home Department** as a Security Service Provider.
2. The Bidder must have a valid operational license issued by the Federal/Provincial Ministry of Interior (MoI)
3. The Bidder must have a valid registration with **SECP** as active status.
4. The Bidder must have a valid **NTN** Certificate of Company.
5. The Bidder must have a valid registration with **EOBI** as active status
6. The Bidder must have a valid registration with **PESSI** as active status
7. The Bidder shall have a valid registration with income tax as valid filler status (companies showed in clients list must be verified from tax returns)
8. The Bidder must have a valid registration with PRA as valid filler status (companies showed in clients list must be verified from tax returns)
9. The Bidder shall have a valid membership with APSAA for the year 2022
10. The Service Provider shall have to provide Under Taking of Minimum Wage on stamp paper as per **Annexure-V**.
11. The Service Provider shall have to provide Under Taking regarding non-backlist status on stamp paper
12. The Bidder shall have to clearly specify the name of scheme for which the Bidder is submitting its Bid.

**RESPONSIVE BIDDER:**

*(Bidder complying with all mandatory parameters and obtaining 65% Marks shall be declared as Responsive. Financial Bids of only Responsive Bidders shall be opened)*

SrNo	Criteria	Parameter	Score	Max Score	Remarks
(I)	<b>Experience of Firm</b>				
a)	Approved licence from Home Deptt, Govt of the Punjab	Valid & Active	05	05	Must have valid active licence operational licene from Home Department, Govt of the Punjab
b)	Operational licence from Federal/Provincial Ministry of Interior (MoI)	Valid & Active	05	05	Must have valid active licence operational licene from Ministry of Interior, Govt of the Punjab/Government of Pakistan
c)	Registration from SECP	Valid & Active	05	05	Must have valid Registration and active status with SECP
d)	Registration from EOBI	Valid & Active	05	05	Must have valid Registration and active status with EOBI
e)	Registration from PESSI	Valid & Active	05	05	Must have valid Registration and active status with PESSI
f)	Membership of APSSA	Valid & Active	05	05	Must have valid membership and active status with APSSA
g)	Relevant Projects Experience	02-05 Nos	05	05	Relevant Projects means Public/Private Housing Schemes (Govt. Approved).
(II)	<b>Capacity of Firm</b>				
a)	No.s of valid Arm Licences	50-100 Nos	05	10	Copies of valid active licences
		>100 Nos	10		
b)	Nos of Ex-Army Guards	25-50 Nos	05	10	For Ex-Army Guards ,the firm must submit summary along with name , CNIC# and Contact # or Service Certificate.
		>50	10		
c)	Nos of Civilian Guards	150-250 Nos	05	10	For Civilian Guards, the firm must submit summary along with name ,Contact #, CNIC# and EOBI#
		>250	10		
(III)	<b>Financial Strength of Firm</b>				
a)	Average Annual Turnover for last three (3) Years (in Millions)	25-50 (M)	05	10	Confirmation of Average Annual turnover will be determined from Audited Accounts of the firm and bank account certificate/statement,
		>50 (M)	10		
(IV)	<b>Tax Returns filing history of Firm</b>				
a)	Annual Income Tax Returns previous and latest Fy 2020-21	05 Years	5	5	Confirmation from valid copie of returns of latest periods
b)	Monthly PRA Tax Returns latest 05 Returns Fy 2021-22	Latest 5 of Fy2021-22	5	5	Confirmation from valid copie of returns of latest periods
(V)	<b>Audit &amp; Accounts &amp; HR Trainings</b>				
a)	Annual Audit Reports of Financial Accounts Fy 2020-21	01 Years	5	5	Audited Accounts of the firm from Chartered Accountants firm for latest periods,
b)	Annual Trainings of Security Staff from Approved Centres	>50 Employees	5	5	List of latest security staff trainings certificates must be provided
c)	Undertaking of Non Blacklisting & Minimum wages on Stamp paper	Mandatory on Stamp Papers	5	5	Undertaking of Non Blacklisting and Minimum wages must be on stamp papers worth of Rs.100/-
	<b>Total</b>			<b>100</b>	



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### ***Financial Evaluation***

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

### **Redressal of Grievances**

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

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### **General Conditions of Contract (GCC)**

#### **Approach & Methodology**

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

#### **Roles & Responsibilities**

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

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

24. Security Clearance of the staff provided to procuring agency will be the responsibility of Service Provider.
25. The service provider shall provide Security Services 24 Hours per day (02 shifts), for the contract period as per the requirement set out in the Service Specific Specifications and relevant to the delivery of desired security services.
26. The firm must abide by the prevailing labour and Security laws including but not limited to Minimum wages, Insurance, Social Security and EOBI. The Procuring Agency reserves the right to seek proof if the same is being paid to the personnel, the

- failure of which can lead to the Termination of the Contract, forfeiture of Security money and remaining invoices amounts may be distributed to Security Staff of the firm.
27. The firm must provide uniform-kits, shoes, identification cards; personal protective equipment, fire arm etc. to its entire staff deployed at the office and ensure proper maintenance of it. Further the Service Provider shall provide licensed arms to Security Personnel as specified in *Annexure-II*. All staff would be required to be in clean uniform at all times.
  28. Ensure 100% staff attendance, required as per contract with client wing.
  29. Provide the required equipment mentioned in *Annexure-II*. The successful bidder shall have to make all this equipment physically available in the office before starting the work and these should always remain in working condition during the period of contract.
  30. The service provider will ensure that the no smoking environment rules in the office are respected. Violations will attract a fine as per Govt. instruction for each violation.
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31. The security personnel shall be employed by the service provider as per requirements of the Procuring Agency.
  32. Security supervisors shall ensure attendance of security staff at sites and submission of daily attendance sheet to focal person office (nominated by the client) not later than 04:00 PM. Night Supervisor must submit attendance sheet of night staff to focal person before 10:00AM. Non-submission of daily attendance sheet of shift will be considered as 50% absent and will be deducted from the bill/invoice.
  33. Focal person may surprise visit or along with supervisor to check the attendance and alertness of staff. He may report his observation to Project Director of scheme and that will be dealt according to contract document/agreement.
  34. Security supervisors must have their own motorbikes for daily visits at sites and visit and attendance reports must be submitted to focal person on regularly basis during office hours.
  35. All applicable Taxes will be deducted as per FBR & PRA Rules and Procedures. Any discrepancy in tax calculation/deduction must be informed in writing to client within 3 days after receipt of payment against invoice/bill. No any claim/adjustment from the client will be accepted after payment of tax in Government Treasury.

36. Mode of payment will be Cross Cheque favoring to service Provider Company on their official address via courier/postal services or delivery to authorized representative of service provider.

### **Fines & Penalties**

- a. It should be the responsibility of service provider to provide the required number of HR as mentioned in Scope of Services (*Annexure-I*). Penalty of Rs. 500 per head per day shall be imposed for every missing personnel that was required to stay on duty for that particular day. However, the Security of the premises shall be the responsibility of the Service Provider.
- b. In case of non-maintenance / out of order / out of stock of Security Equipment, penalties will be imposed *as per Annexure-II*.
- c. The service provider will be responsible for paying ruminations to his employees deputed on this project within the first 10 days of every month. Such payment will not depend on

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the payments made by the Department to the service provider. The service provider will pay his employees from his own resources. Any protest or strike or misconduct observed by the security personnel etc. will be considered a breach of contract and a minimum fine of Rs.5000 will be imposed for every incidence and will be doubled every 24 hours. However, the incidence shall be evaluated by the administration of PGSHF Scheme and its decision shall be acceptable to the firm. If the strike continues for more than 5 days, the process for termination of contract may be initiated after the generation of an official report by the designated authority.

- d. The service provider shall ensure that no member of the staff takes financial compensation or benefit from the staff or public of any sort. A minimum fine of Rs.5000 shall be levied for every instance of a written report submitted to PD,PGSHF Scheme, Khanewal.
- e. In case of any staff is found without uniform penalty of Rs. 300 will be charged for each staff for that particular day.
- f. Procuring agency may desire to replace any personnel without any reason and failure to do so shall be considered a breach of contract and a minimum penalty of Rs.5000 will be imposed for every such incidence.
- g. In case any of service provider's personnel deployed under this work order is not present at his assigned place (arrive late or leave early) during inspection, it will be treated as absence and penalty of Rs. 500/- per vacant point per shift be deducted from the service

provider's bill.

- h. In case a security incidence occurs due to gross negligence or unsatisfactory performance of the service provider, the client reserves the right to withhold performance security or recover the damages, occurred to the property of the client or the people visiting the scheme due to such negligence of the service provider, from the invoice of service provider or do both.
- i. The amount of the penalty will be imposed / approved / recommended by PD,PGSHF Scheme Khanewal.

### **Responsibilities of the Client**

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

### **General Guidelines**

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

**Security Personnel - 25 Years and above**

The Procuring Agency reserves the right to direct the service provider for replacement of Security Personnel and the service provider shall be bound to do the same. Non-

compliance may result in punitive action against the Service Provider.

### **Force Majeure**

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

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or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **Termination of the Agreement**

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

- e. The Procuring Agency shall be entitled to terminate this agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Service Provider or its employees or non-performance of responsibilities and services by the Service Provider.
- f. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

### **Arbitration and Resolution of Disputes**

1. The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
3. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

### **Renewal of Contract**

- a. The contract between the Procuring Agency and the Service Provider can be extended further up to another term / terms on the same terms & conditions. The annual renewal shall be based on the following (not limited to) conditions:
  1. Mutual consent of both parties
  2. Performance review of the service provider duly signed by Head of the site.
  3. Approval of Competent Authority i.e. Project Director, PGSHF Scheme, Khanewal.
  4. Renewal of the performance security by the service provider.

## **3 Special Conditions of the Contract (SCC)**

1. The service provider shall be liable to pay compensation for any loss and damage caused to the property of the Procuring Agency or its staff by the Service Provider or its workers.

The Service Provider can also partner with an insurance company that will pay to compensate for the damage on behalf on the Service Provider.

2. The Service Provider shall be entirely responsible for the conduct of its staff and in case of any complaint against any staff, Service Provider will be under obligation to take necessary action to replace any staff (under the clause of persona non grata) when instructed in writing by the Focal Officer appointed by the client. The Service Provider shall observe all the laws and will responsible for any prosecution or liability rising from breach of labour laws. The Client shall not be responsible for any such action with regard to staff on the rolls of the Service Provider whatsoever.
3. In such circumstances when the service provider is unable to provide the required services, the client has the right to withhold payment and procure the services of any other service provider for the same financial amount.

# CONTRACT FORM

**This Contract** (hereinafter called as “Contract”) is made at Khanewal the \_\_\_2020, between on the one hand, **Project Director,PGSHF Scheme,Khanewal** (hereinafter referred to as the “*Procuring Agency*”) (which expression shall include successors, legal representatives and permitted assigns) of the First Part

## AND

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

## WHEREAS

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

## NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
  - a. the General Conditions of Contract;
  - b. the Special Conditions of Contract;
  - c. the Procuring Agency’s Notification of Award;
  - d. the scope of work;
  - e. the Bid & its clarifications.
  - f. any other documents deem appropriate
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter hereby covenants with the Procuring Agency to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [*The Service Provider*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit



from Government of the Punjab or any administrative subdivision or agency thereof for any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.

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

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

**Sign/ Seal by the Supplying firm**

**Sign/ Seal by Procuring Agency**

**Witness**

**1.**

**1.**

**2.**

**2.**

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

**Annexure-I**

**(Scope of Services/Terms of Reference)**

**Contextual Information**

Project Director,PGSH Scheme,Khanewal requires Security Services for PGSH Scheme as specified below. The need for Human resource vis-a-vis associated goods for security purposes may be increased or decreased by procuring agency. However, the quoted prices including all applicable taxes shall remain the same.

**Scope of Services**

Project Director,PGSHF Scheme, Khanewal requires firms to provide Security Services for **24 Hours a day (365 days/ 7 days a week including Sunday & Holidays)** for the agreement period as per following details;

Sr No.	Scheme	No. of Guards	No of Security Supervisors	Total Security Guards Required including Supervisor
1.	PGSHF Scheme,Khanewal	10	2	12

**Operational Responsibilities:**

1. Control unauthorized access to Office territory.
2. Ensure protection of the personnel's & property of the Officer.
3. Prevent trespass with/without arms.
4. Prevent the entry of unauthorized persons and unauthorized vehicle inside the premises of office.
5. In case of any incident such as theft, robbery, fight, accident inside the office, it is the responsibility of the service provider to coordinate/assist with designated office focal person in lodging of FIR, legal proceeding etc.
6. Check entry and exit of the personnel, if required screen / inspect visitors/staff and their baggage, conduct body check (with the metal detector) to identify and take away sharp

instruments, flammable stuff. Perform suppression and removal of invaders, demonstrators and unauthorized entrants. Service Provider shall deploy walk-through gates at entry points (whenever and where required).

7. Recognize and respond to security threats or breaches.
8. Recognize and respond to emergency situations and safety hazards such as fire, power outages, terrorist attacks, accidents, short circuits.
9. The Security Personnel should be trained to extinguish fire with the help of fire extinguishing cylinders / other fire-fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.
10. Safeguard the property against theft, damage and misuse. Damage shall include setting up of banners, posters, advertisements, graffiti etc. without Office Administration's permission in the Office territory.
11. The Service Provider shall patrol the Office area (outside surroundings and inside corridors) as required or as directed by the Office to prevent trespassing, vandalism, sabotage, theft etc.
12. The Service Provider shall be responsible to ensure the safety and security of Office's assets (moveable and immovable) including any items stored in Office's warehouse.
13. Monitor and provide information about public events or other activities in the geographic area that may impact Office Operations.
14. Report any occurrence of security violations to the Office Administration as quickly as possible.
15. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the premises.
16. It should be ensured that flower plants, trees and grassy lawns are not damaged by the staff, outsiders or stray cattle.
17. In emergency situations, security staff /Senior Security deployed shall also participate as per their role defined in the Security plan of the Office. Security personnel should be sensitized beforehand for their role in such situations.
18. The Service Provider shall be responsible for the confidentiality of the information. The Service Provider shall take and must have mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to the security plans, in relation to this Agreement or the Security

Services. Neither the Service Provider nor any of the employees/agents shall discuss nor disclose verbally or in writing any information regarding any of the internal security operations with any uninvolved persons or agencies without prior written approval from the Office Administration.

19. In case, a security guard is not performing his duties well, he shall be served a warning letter by Office administration and if, after one week, he is still not able to perform his duty, service provider will replace the staff. However, administration reserves the right to ask Service Provider to replace any security personnel without any reason.
20. Any other duties/responsibilities assigned by the Office Administration may be incorporated in the agreement. The same shall also be binding on the Service Provider.
21. The Service contract include, but are not limited to, the following:
22. 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.
23. 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.
24. Provide escorts for dignitaries/high ups, as required.
25. Provide key and lock support to include unlocking and locking services.
26. Prevent unauthorized access to Society Office and Record Rooms.
27. Check all floors as personnel leave for the day to insure that lights and any other electrical units are turned off.
28. Traffic Control: Serve if required in traffic direction; control and monitor admittances to parking areas during high ups visits.
29. Key Control: Receive and account for keys to the building, various offices, chain locks, etc.

**Security Staff Requirements:**

1. Service Provider will supply all the staff necessary to complete the duties as mentioned in the Bidding Documents.
2. The Service Provider shall be responsible for furnishing all fire arms, uniforms, flashlights, batteries, cellular phones / communication devices, detectors and other related equipment.
3. Arms shall be in working condition at all the time. Armed Guards must be equipped with sufficient cartridges
4. All arms must be licensed in the name of the company.
5. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
6. An authorized representative of the Service Provider shall ensure his/her presence at short notice when required by the administration.
7. Service Provider will provide additional staffing, as requested by the Office, for special events. These special events will require the Service Provider to provide staffing outside of our normal working hours.
8. The Service Provider shall be responsible for all acts done by the personnel engaged by it. The Service Provider shall at all-time use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that all its personnel are aware of the code of conduct governing the services including the Security Services.
9. The Service Provider shall ensure that it does not engage or continue to engage any personnel with criminal record / conviction or otherwise undesirable persons and shall bar such person from participating directly or indirectly in the provision of Security Services.
10. Minimum desired standards of personnel shall be as below:
  - Medically fit
  - Physically fit;
  - Must provide medical fitness certificates of deputed staff
11. All Security Guards assigned must be alert, punctual, physically fit, in good health, without physical/mental abnormalities/defects which could interfere with the performance of his/her duties including good vision without color blindness. They should possess good

physique, necessary skills, knowledge, expertise and experience to satisfy the requirements of the security work involved. They should not be suffering from any contagious/major diseases

12. The Service Provider’s staff appearance will be influential in creating a good image of Office. 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 officer does not report on duty on time, the Service Provider is required to send a replacement officer immediately, without jeopardizing the security.
14. During non-operational hours, the Security Personnel will check all doors to ensure that they are locked, inspect all areas by turning on a minimum number of lights, check for open windows, running or dripping water.
15. The Security Personnel shall take appropriate action to preclude or minimize loss and render reports of all incidents, accidents, property damage, and maintain all records in connection with the duties and responsibilities of the security force. They shall comply with inspection rounds requirement.
16. The Service Provider shall nominate a focal person (manager or head supervisor), to engage regularly with the Office administration. The Service Provider shall ensure 24/7 availability of such focal person. Office administration will engage this focal person to resolve day-to-day queries.
17. The Qualification & Experience of Security Personnel are as follows;

SR #	Manpower Description	Qualifications & experience
1.	Security Supervisor/Shift Supervisor	Job Description: (As listed in scope of services)  <b>Minimum experience: Retired Army personal of NCO rank</b>
2.	Security Personnel	<b>Minimum experience</b> At-least 3 Years as security guard having valid training certificate from approved training center or ex-serviceman) <b>Age: 25 Years &amp; Above</b>

## List of Supplies / Security Equipment

<i>Sr.#</i>	<i>Description</i>	<i>Tentative Number Required (Mandatory)</i>
1	Weapons (Fire arms) Pump Action	02 Nos
2	Pistol 30 bore	03 Nos
5	Hand Metal Detectors	02 Nos
6	Bottom view mirror	02 Nos
7	Waki Taki Sets alongwith base	02 Nos
8	Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.	For all Security Staff

### Penalties

<i>Sr #</i>	<i>Description</i>	<i>Penalty charges in case of non-availability of equipment / tools (in PKR)</i>
1	Weapons (Fire arms)	200/- (per shift / per missing gun or ammunition)
2	Hand Metal Detectors	200/- (per shift / per missing detector)
3	Uniform including Shirt & Trousers, Cap Shoes, Belt, Name Tag, etc.	200/- (per shift / per guard)



## **BID FORM**

Date:

Tender No:

Name of the Item:

*To: [Name and address of Procuring Agency]*

Respected Sir

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

We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

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

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

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

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

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

We confirm that we comply with the eligibility requirements as per the bidding documents.

Name and address of bidder

Amount and Currency

(if none, state “none”).”

Dated this day of     , 2022

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of Attachment

**SECURITY SERVICES FORMANAGEMENT  
FOR PGSHS, KHANEWAL**

**Name of Bidder:**

**Mailing Address:**

**Income Tax Registration No:**

**PRA Registration No:**

**Total Amount in Figure on monthly basis:**

**Total Amount in words on monthly basis:**

**Lowest Determination Factor = Total HR Cost on Monthly Basis including all applicable taxes**

**+**

**Management Cost on Monthly Basis including all applicable taxes**

**Sign:**

**Designation:**

**Stamp:**

## BREAKDOWN OF COST – HUMAN RESOURCE

Description	Unit Rate (PKR) per worker per month inclusive of all applicable taxes	Total Cost (in PKR) for 1 Month inclusive of all taxes
Security Supervisor/ Shift Supervisor		
Security Personnel (Male / female)		
Ex-Army Guards		
Management Cost		
	Total	

*Number of security personnel vis-à-vis may be increased or decreased as per requirement. However, the approved prices shall remain the same. Security Supervisors should be ex-army*

**Note:** *The Bidder shall have to submit the complete Bid, for Scheme as mentioned above, failing which the offer will be rejected.*

**FORM OF PERFORMANCE SECURITY**

To:

Project Director  
PGSHF Scheme,  
Khanewal

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

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 CEO, MANAGEMENT of **\*\* Name\*\***.

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

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

After having come into force, this Guarantee and our obligations hereunder will expire on [*Insert date and time*] (the **Guarantee Expiry Hard Date**) (6-months after the expiry of the contract) provided that, in the event that the Procuring Agency issues a Demand to the Issuing Bank on or immediately prior to the Guarantee Expiry Hard Date, the Issuing Bank shall honour that Demand. Upon expiry, this Guarantee shall be returned to the Service Provider without undue delay. Multiple Demands may be made by **\*\* Name\*\*** under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

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

This Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Service Provider's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

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

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

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

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

**\*\*Signed by authorized signatory\*\***

**Undertaking for Minimum Wage Rate**

Dated \_\_\_\_\_

To

Project Director,  
PGSHF Scheme,  
Khanewal

**SUBJECT: Undertaking for Minimum Wages to Staff/Labour**

Respected Sir

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

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

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

Regards

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

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

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

Tender Document Note:

Tender document for hiring of security services for PGSHF Scheme, Khanewal consist of 30 pages has issued to M/s ----- after payment of Rs.3000/-as tender document fee as mentioned in advertisement vide IPL#1785 and same tender document has been uploaded on PPRA Website.

For  
PGSHF Scheme, Khanewal