

**PROVINCIAL QUALITY CONTROL BOARD,
PUNJAB**



**Primary & Secondary
Healthcare Department**

BIDDING DOCUMENTS

Bid Reference No. PQCB/F-Sec/July-01/2023-24

**PROCUREMENT OF SECURITY SERVICES FOR THE
o/o SECRETARY PROVINCIAL QUALITY CONTROL
BOARD, PUNJAB.**

492-R-II, JOHAR TOWN, LAHORE

(Financial Year 2023-2024)

Invitation to Bid

**SUBJECT: PROCUREMENT OF SECURITY SERVICES FOR THE O/O SECRETARY
PROVINCIAL QUALITY CONTROL BOARD, PUNJAB**

1. The Provincial Quality Control Board, Punjab, Lahore under the administrative control of Primary & Secondary Healthcare Department invites sealed bids from eligible bidders for the Procurement of Security Services.
2. A complete set of Bidding Documents containing terms & conditions and scope of services is readily available and can be downloaded from the websites (www.ppra.punjab.gov.pk), (www.pshealth.punjab.gov.pk) and (pqcb.pshealthpunjab.gov.pk) (There is **NO** tender submission fee).
3. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014. The envelopes shall be marked as “Financial Proposal” and “Technical Proposal” in bold and legible letters in separate envelopes.
4. Sealed Bids are required to be submitted by interested bidders till **25th September, 2023 till 11:00 A.M** in the office of **Secretary Provincial Quality Control Board, Punjab, 492 R-II, Johar Town, Lahore**. The Bids received till the stipulated date and time shall be opened on same day at **11:30 A.M** in the presence of the representative of the firms who choose to attend. Late bids shall not be entertained. Any person of the firm must submit a copy of his/her CNIC.

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

(SECRETARY)

PROVINCIAL QUALITY CONTROL BOARD, PUNJAB

GOVERNMENT OF THE PUNHAB

Primary & Secondary Healthcare Department

492 R-II Johar Town, Lahore

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Part I – Proposal Evaluation and Preparation Procedures

Section I. Instructions to Service Providers

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Instructions to Service Providers (ITB)

A. General

1. Definitions

- 1.1. “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Service provider.
- 1.2. “**Applicable Rules**” means the Punjab Procurement Rules 2014, as (amended) governing the selection and Contract award process as set forth in this RFP.
- 1.3. “**Applicable Law**” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- 1.4. “**Client**” means the procuring agency that signs the Contract for the Services with the selected Service provider.
- 1.5. “**Service provider**” means a legally-established professional firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.6. “**Contract**” means a legally binding written agreement signed between the Client and the Service provider and includes all the attached documents listed in its General Conditions of Contract (GCC), Special Conditions of Contract (SCC), and the Appendices.
- 1.7. “**Data Sheet**” (**BDS**) means an integral part of the Instructions to Service provider (ITB) that is used to reflect specific conditions to supplement assignment, but not to over-write, the provisions of the ITB.
- 1.8. “**Day**” means a calendar day.
- 1.9. “**Government**” means the Government of the Punjab.
- 1.10. “**ISP**” means the Instructions to Service Provider that provides the shortlisted Service providers with all information needed to prepare their Proposals.
- 1.11. “**LOI**” means the Letter of Invitation being sent by the Client to the Service providers.
- 1.12. “**Proposal**” means the Technical Proposal and the Financial Proposal of the Service provider.
- 1.13. “**RFP**” means the Request for Proposals to be prepared by the Client for the selection of Service providers.
- 1.14. “**Services**” means the work to be performed by the Firm pursuant to the Contract.
- 1.15. “**Sub-Service provider**” means an entity to whom the

Service provider intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

- 1.16. **“TORS”** means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Service provider, and expected results and deliverables of the assignment.

2. Scope of Proposal

- 2.1. The Procuring Agency, as defined in the Bid Data Sheet (BDS), invites Proposals for the Services, as described in the Appendix IV - scope of services to the Contract. The name and identification number of the Contract is provided in the BDS.
- 2.2. The successful Service provider will be expected to commence the performance of the Services by the Intended Commencement Date provided in the BDS

3. Eligible service provider

- 3.1. All service providers shall provide in Section III, Proposal Forms, a statement that the Service provider (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other sections of this Proposal document. A firm that has been engaged by the Procuring Agency to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to Proposal.
- 3.2. Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Government.
- 3.3. Service providers shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA)
- 3.4. The Procuring Agency do not permit Service providers, including Consortiums, Joint Ventures and their individual members to offer services.

4. Conflict of Interest

- 4.1. The Service provider is required to provide professional, objective, and impartial advice, at all times holding the Client's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without

any consideration for future work.

- 4.2. The Service provider has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Service provider or the termination of its Contract and/or sanctions by the Procuring Agency.
- 4.3. Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Service provider shall not be hired under the circumstances set forth below:
- 4.3.1. A firm that has been engaged by the Client to provide goods, works or services other than Services for a project, and any of its affiliates, shall be disqualified from providing Services related to those goods, works or services. Conversely, a firm hired to provide Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than Services resulting from or directly related to the firm's Services for such preparation or implementation. For the purpose of this paragraph, services other than Services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- 4.3.2. Service Provider (including its Personnel and Sub-Service Provider) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Provider to be executed for the same or for another Client
- 4.3.3. A Service Provider (including its Personnel and Sub-Service Provider) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Agreement
- 5. One Proposal per Service provider**
- 5.1. Each Service provider shall submit only one Proposal. A Service provider who submits or participates in more than one Proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Service provider's participation to be

disqualified.

6. Cost of Proposal

6.1. The Service provider shall bear all costs associated with the preparation and submission of his Proposal, and the Procuring Agency will in no case be responsible or liable for those costs.

7. Site Visit

7.1. The Service provider, at the Service provider's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Proposal and entering into a contract for the Services. The costs of visiting the Site shall be at the Service provider's own expense.

B. Proposal Documents

8. Content of Proposal Documents

8.1. The set of Proposal documents comprises the documents listed in the table below and addenda issued in accordance with ITB.

Clause 10:

Section I	Instructions to Service providers (ITB)
Section II	Proposal Data Sheet
Section III	Proposal Forms
Section IV	Scope of Services
Section V	Drawings and Specifications
Part II	Conditions of Contract and Forms
Section A	General Conditions of Contract
Section B	Special Conditions of Contract
Part III	Appendices

8.2. The Service provider is expected to examine all instructions, forms, terms, and specifications in the Proposal documents. Failure to furnish all information required by the Proposal documents or to submit a Proposal not substantially responsive to the Proposal documents in every respect will be at the Service provider's risk and may result in the rejection of its proposal. All sections should be completed and returned with the Proposal in the number of copies specified in the BDS.

9. Clarification of Proposal Documents

9.1. A prospective Service provider requiring any clarification of the Proposal documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in the invitation/advertisement. The Procuring Agency will respond to

any request for clarification received earlier than 10 days prior to the deadline for submission of Proposals. Copies of the Procuring Agency's response will be forwarded to all purchasers of the Proposal documents, including a description of the inquiry, but without identifying its source.

10. Amendment of Proposal Documents

10.1. Before the deadline for submission of Proposals, the Procuring Agency may modify the Proposal documents by issuing addendum.

10.2. Any addendum thus issued shall be part of the Proposal documents and shall be communicated in writing or by email to all purchasers of the Proposal documents. Prospective service providers shall acknowledge receipt of each addendum by email to the Procuring Agency.

10.3. To give prospective service providers reasonable time in which to take an addendum into account in preparing their Proposals, the Procuring Agency shall extend, as necessary, the deadline for submission of Proposals, in accordance with ITB Sub-Clause 20.2 below

C. Preparation of Proposals

11. Language of Proposal

11.1. The Proposal prepared by the Service provider, as well as all correspondence and documents relating to the Proposal exchanged by the Service provider and the Procuring Agency shall be written in the language specified in the BDS. Supporting documents and printed literature furnished by the Service provider shall be in same language

12. Documents Comprising the Proposal

12.1. The Proposal submitted by the Service provider shall comprise the following:

12.1.1. Technical and Financial form of Proposal (in the format indicated in Section III);

12.1.2. Proposal Security if any;

12.1.3. Qualification Information form and documents

12.1.4. Alternative offers where invited;

12.1.5. and any other materials required to be completed and submitted by service providers, as specified in the BDS.

13. Proposal Prices

13.1. The Contract shall be for the Services, as described Section IV Scope of services of contract and in the Specifications, Section V, based on the priced Activity Schedule, Section V submitted by the bidder.

- 13.2. The Service provider shall fill in rates and prices, if applicable, for all items of the Services described in the Specifications (or Terms of Reference), and Appendices.
- 13.3. All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Proposals, shall be included in the total Proposal price.
- 13.4. If provided for in the BDS, the rates and prices quoted by the Service provider shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Service provider shall submit with the Proposal all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 13.5. For the purpose of determining the remuneration due for additional Services, a breakdown of the cost shall be provided by the Service provider in the form of Appendices C to the Contract

**14. Currencies
Payment**

of

- 14.1. The price shall be quoted by the Service provider in the Proposal and following currencies:
- 14.1.1. for those inputs to the Services which the Service provider expects to provide from within Pakistan, the prices shall be quoted in Pak Rupees (PKR), unless otherwise specified in the BDS;

15. Proposal Validity

- 15.1. Proposals shall remain valid for the period specified in the BDS.
- 15.2. In exceptional circumstances, the Procuring Agency may request that the service providers extend the period of validity for a specified additional period. The request and the service providers' responses shall be made in writing or by email. A Service provider may refuse the request without forfeiting the Proposal Security. A Service provider agreeing to the request will not be required or permitted to otherwise modify the Proposal, but will be required to extend the validity of Proposal Security for the period of the extension, and in compliance with ITB Clause 16 in all respects.

16. Proposal Security

- 16.1. The Service provider shall furnish Proposal security, as part of the Proposal as specified in the BDS.
- 16.2. The Proposal Security shall be in the amount specified in the BDS and denominated in Pak Rupees (PKR) and shall:

- 16.2.1. at the service provider's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- 16.2.2. be issued by a reputable institution selected by the service provider. If the institution issuing the bond is located outside Pakistan, it shall have a correspondent financial institution located in Pakistan to make it enforceable.
- 16.2.3. be substantially in accordance with one of the forms of Proposal Security included in Section III, Proposal Forms (TECH 2), or other form approved by the Procuring Agency prior to Proposal submission;
- 16.2.4. be payable promptly upon written demand by the Procuring Agency in case the conditions listed in ITB Sub Clause 16.5 are invoked;
- 16.2.5. be submitted in its original form; copies will not be accepted;
- 16.2.6. remain valid for a period of 28 days beyond the validity period of the Proposals, as extended, if applicable, in accordance with ITB Sub-Clause 15.2;
- 16.3. If a Proposal Security or a Proposal- Securing Declaration is required in accordance with ITB Sub-Clause 16.1, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal Securing Declaration in accordance with ITB Sub Clause 16.1, shall be rejected by the Procuring Agency as non- responsive.
- 16.4. The Proposal Security of unsuccessful Service providers shall be returned as promptly as possible upon the successful Service provider's furnishing of the Performance Security pursuant to ITB Clause 35.
- 16.5. The Proposal Security may be forfeited:
 - 16.5.1. if a Service provider withdraws its Proposal during the period of Proposal validity specified by the Service provider on the Proposal Submission Form, except as provided in ITB Sub-Clause 15.2; or
 - 16.5.2. if the successful Service provider fails to:
 - 16.5.2.1. sign the Contract in accordance with ITB Clause 34;
 - 16.5.2.2. Furnish a Performance Security in accordance with
 - 16.5.2.3. ITB Clause 35.

- 16.6. The Proposal Security in terms of JV/ consortium is not acceptable.
- 17. Alternative Proposals by Service providers**
- 17.1. Unless otherwise indicated in the BDS, alternative Proposals shall not be considered
- 18. Technical and Financial Proposal Format and Content**
- 18.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 18.2. The Financial Proposal shall be prepared using the attached Section III - Proposal Forms (FIN 1-3). It shall list all costs associated with the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items
- 18.3. The Service Provider may be subject to local taxes (such as: value added or sales tax or income tax/sales tax, duties, fees, levies) on amounts payable by the Client under the Agreement. Service Provider will include and clearly state all such taxes, which it is subject to pay, in the proposal.

D. Submission of Proposals

- 19. Sealing and Marking of Proposals**
- 19.1. The Service provider shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 12 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Service provider has the option of submitting its Proposals electronically.
- 19.2. An authorized representative of the Service provider shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 19.3. A Proposal submitted by a Joint Venture or consortium is not allowed.
- 19.4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initiated by the person signing the Proposal.

- 19.5. The signed Proposal shall be submitted as marked “Original” only and NO other copies are required to be submitted.
- 19.6. The original Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “[Name of the Assignment]—, reference number, name and address of the Service provider, and with a warning “Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].”
- 19.7. Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Service provider, and with a warning “Do Not Open with The Technical Proposal.”
- 19.8. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Service provider’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”.
- 19.9. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

20. Deadline submission of Proposals

- 20.1. Proposals shall be delivered to the Procuring Agency at the submission address specified in the BDS no later than the time and date specified in the BDS.
- 20.2. The Procuring Agency may extend the deadline for submission of Proposals by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Procuring Agency and the service providers previously subject to the original deadline will then be subject to the new deadline.

21. Late Proposals

- 21.1. The Procuring Agency will not receive any Proposal submitted after the deadline prescribed in ITB Clause 20.

22. Modification and Withdrawal of Proposals

- 22.1. Service providers may modify or withdraw their Proposals by giving notice in writing before the deadline prescribed in ITB Clause 20.

- 22.2. Each Service provider's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 18 and 19, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal," as appropriate.
- 22.3. No Proposal may be modified after the deadline for submission of Proposals.
- 22.4. Withdrawal of a Proposal between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the BDS or as extended pursuant to ITB Sub-Clause 15.2 may result in the forfeiture of the Proposal Security pursuant to ITB Clause 16.

E. Proposal Opening and Evaluation

23. Proposal Opening

- 23.1. The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Service providers' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 19 and 24 of the ITB.
- 23.2. At the opening of the Technical Proposals the following shall be read out:
 - 23.2.1. the name of the Service provider.
 - 23.2.2. the presence or absence of a duly sealed envelope with the Financial Proposal;
 - 23.2.3. any modifications to the Proposal submitted prior to proposal submission deadline; and
 - 23.2.4. any other information deemed appropriate or as indicated in the Data Sheet.

24. Technical Proposals

- 24.1. Subject to provision of Clause 19 of the ITB, the evaluators of the Technical Proposals shall have no access to the Evaluation Financial Proposals until the technical evaluation is concluded.
- 24.2. The Service provider is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 22 of this ITB. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted technical

proposal.

- 24.3. The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

25. Opening of Financial Proposals

- 25.1. After the technical evaluation is completed, the Client shall notify those Service providers whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Service provider's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Service providers that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Service providers sufficient time to make arrangements for attending the opening. The Service provider's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Service provider's choice.

- 25.2. The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Service providers whose proposals have passed the minimum technical score. At the opening, the names of the Service providers, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record if any, shall be sent to all Service providers who submitted Proposals.

Taxes

- 25.3. The Service Provider's Financial Proposal shall include all applicable taxes in accordance with the instructions in the Data Sheet.

26. Financial Proposal

- 26.1. In the case of QCBS, the total score is calculated by

- Evaluation** weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Service provider achieving the highest combined technical and financial score will be invited for negotiations.
- 26.2. In the case of Least-Cost Selection (LCS), the Client will select the Service provider with the lowest evaluated total price among those Service providers that achieved the minimum technical score, and invite such Service provider to negotiate the Contract
- 26.3. In the case of Quality Based Selection (QBS), the Client will select the Service provider that submitted the highest-ranked Technical Proposal, and invite such Service provider to negotiate the Contract
- 27. Process to Be Transparent** 27.1. Information relating to the evaluation and comparison of Proposals and recommendations for the award of a contract shall be disclosed to service providers 10 days before the award to the successful Service provider is notified
- 28. Clarification of Proposals** 28.1. To assist in the examination, evaluation, and comparison of proposals, the Procuring Agency may, at its discretion, ask any Service provider for clarification of the Service Provider's Proposal, including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Agency may require. The request for clarification and the response shall be in writing or email, but no change in the price or substance of the Proposal shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the Proposals in accordance with ITB Clause 30.
- 28.2. No Service provider shall contact the Procuring Agency on any matter relating to its Proposal from the time of the Proposal opening to publication of evaluation report. If the Service provider wishes to bring additional information to the notice of the Procuring Agency, he should do so in writing.
- 28.3. Any effort by the Service provider to influence the Procuring Agency in the Procuring Agency's Proposal evaluation or contract award decisions may result in the rejection of the Service Provider's Proposal
- 29. Examination of Proposals and Determination of** 29.1. Prior to the detailed evaluation of Proposals, the Procuring Agency will determine whether each Proposal:
- 29.1.1. Has been properly signed;

Responsiveness

- 29.1.2. Is accompanied by the required securities;
- 29.1.3. And is substantially responsive to the requirements of the Proposal documents.
- 29.2. A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the Proposal documents, without material deviation or reservation. A material deviation or reservation is one:
 - 29.2.1. Which affects in any substantial way the scope, quality, or performance of the Services; or
 - 29.2.2. Which limits in any substantial way, inconsistent with the Proposal documents, the Procuring Agency's rights or the Service provider's obligations under the Contract; or
 - 29.2.3. Whose rectification would affect unfairly the competitive position of other service providers presenting substantially responsive Proposals.
- 29.3. If a proposal is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

30. Correction of Errors

- 30.1. Proposals determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agency on the following basis:
 - 30.1.1. If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;
 - 30.1.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
 - 30.1.3. If there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 30.2. The amount stated in the Proposal will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Service provider, shall be considered as binding upon the Service provider. If the Service provider does not accept the corrected amount, the Proposal will be rejected, and the Proposal Security may be forfeited in accordance with ITB Sub-Clause 16.5

31. Preferential Treatment

- 31.1. Domestic service provider will be given preference over foreign service provider with additional 05 marks under eligibility criteria if any; as prescribed in PDS.

F. Award of Contract

- 32. Award Criteria**
- 32.1. The Procuring Agency will award the Contract to the Service provider whose Proposal has been determined to be substantially responsive to the Proposal documents and who has offered the lowest evaluated Proposal price, provided that such Service provider has been determined to be:
- 32.1.1. Eligible in accordance with the provisions of ITB Clause 3, and
- 32.1.2. Qualified in accordance with the provisions of ITB Clause 24
- 33. Procuring Agency's Right to Accept or Reject all Proposals**
- 33.1. Notwithstanding ITB Clause 32, the Procuring Agency reserves the right to accept all Proposals, or to cancel the selection process and reject all Proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Service provider or service providers or any obligation to inform the affected Service provider or service providers of the grounds for the Procuring Agency's action
- 34. Notification of Award and Signing of Agreement**
- 34.1. The Service provider whose Proposal has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Proposal validity period by email, confirmed by registered letter from the Procuring Agency. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state services and other particulars that the Procuring Agency will deliver to the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract
- 34.2. The notification of award will constitute the formation of the Contract. Expected data and address for award of contract is specified in BDS.
- 34.3. The Contract, in the form provided in the Proposal documents, will incorporate all agreements between the Procuring Agency and the successful Service provider. It will be signed by the Procuring Agency and sent to the successful Service provider along with the Letter of Acceptance. Unless otherwise stated in BDS or Part II, within 07 working days of receipt of the Contract, the successful service provider shall sign the Contract and return it to the Procuring Agency, together with the required performance security pursuant to Clause 35. Furthermore, the selected service provider shall commence the services by the date specified in BDS.
- 34.4. Upon fulfilment of ITB Sub-Clause 34.3, the Procuring Agency will promptly return the Proposal security of unsuccessful Service providers as soon as possible
- 35. Performance Security**
- 35.1. Unless otherwise stated in BDS or Part II, within 07 working days after receipt of the Letter of Acceptance, the successful

Service provider shall deliver to the Procuring Agency a Performance Security in the amount and in the form (Bank Guarantee) stipulated in the BDS, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

35.2. If the Performance Security is provided by the successful Service provider in the form of a Bank Guarantee, it shall be issued either

35.2.1. At the Service provider's option, by a bank located in the country.

35.3. Failure of the successful Service provider to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Proposal Security

36. Arbitration

36.1. Chief Secretary, Government of the Punjab will be the Arbitrator. The decision of the Arbitrator will be final and binding on the agency and the service providers

37. Corrupt or Fraudulent Practices

37.1. For the purpose of this provision, the terms set forth below define corrupt or fraudulent practices:

37.1.1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, service provider or contractor 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;

37.1.2. "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;

37.1.3. "Collusive practices" is an arrangement among service providers (prior to or after Proposal submission) designed to establish Proposal prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

37.1.4. "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;

37.1.5. "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

- 37.2. The Procuring Agency will reject a proposal for award if it determines that the Service provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- 37.3. The Procuring Agency will declare mis-procurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract,
- 37.4. The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that they its representatives, directly or through an agent, were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- 37.5. The Procuring Agency will have the right, requiring service providers, suppliers, contractors and consultants to permit the Procuring Agency to inspect their accounts and records and other documents relating to the Proposal submission and contract performance and to have them audited by auditors appointed by the Procuring Agency.

Section II. Proposal Data Sheet (PDS)

A. General	
ITSP clause reference	
2.1	The Procuring Agency is: Provincial Quality Control Board, Primary & Secondary Healthcare Department Government of Punjab, situated at 492-R-II, Johar Town, Lahore.
2.2	The Intended Date for commencement of services is: As early as possible after signing the contractual agreement, but not later than 20-days after the contract.
2.1	The name and identification number of the Contract is: <u>PROCUREMENT OF SECURITY SERVICES FOR THE o/o SECRETARY PROVINCIAL QUALITY CONTROL BOARD, PUNJAB</u> <i>Bid Reference No. PQCB/F-Sec/July-01/2023-24</i>
3.3	A list of debarred/blacklisted firms is available at PPRA's website, www.ppra.punjab.gov.pk
B. Proposal Documents	
8.2 and 19.5	The number of copies of the Proposal to be completed and returned shall be: <u>One (1) original</u>
C. Preparation of Proposals	
11.1	This document has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language. All correspondence exchange shall be in <u>English</u> language.

12.1	<p>The Proposal document to be submitted shall comprise the following:</p> <ol style="list-style-type: none"> 1. <u>Technical proposal:</u> <ol style="list-style-type: none"> a. Power of Attorney to sign the Proposal b. Tech-1 c. Tech-2 d. Tech-3 e. Tech-4 f. Tech-5 2. Financial proposal: <ol style="list-style-type: none"> a. FIN-1 b. FIN-2 c. FIN-3 3. Proposal Security; 4. and any other materials required to be completed and submitted by service providers <p>Technical and Financial Proposals shall be sealed separately, both enclosed in one common envelope.</p>
14.1	<p>The currency used for the purpose of this document is: <u>PKR (Pakistani Rupees)</u></p>
15.1	<p>The period of Proposal validity shall be 180 days after the deadline for proposal submission specified in the PDS.</p>
16.1	<p>Bid Security of 1 % of the Tender Value i.e; Rs.30,000/- Approximately (for a complete year) will have to be deposited along with tender (Technical Proposal). It should be in the form of Bank Draft / Call Deposit in the favor Secretary, Provincial Quality Control Board, Punjab, Lahore.</p>

17.1	Alternative proposals are not permitted.
D. Submission of Proposals	
20.1	<p>The Procuring Agency's address for the purpose of proposal submission is Provincial Quality Control Board Punjab Government of the Punjab 492 R-II, Johar Town Lahore Country: Pakistan</p> <p>For identification of the proposal the envelopes should indicate: PROCUREMENT OF SECURITY SERVICES FOR PROVINCIAL QUALITY CONTROL BOARD PUNJAB, LAHORE</p> <p>Bid Reference No. PQCB/F-Sec/July-01/2023-24</p>
20.1	<p>The deadline for submission of proposal shall be, <u>25th September, 2023 till 11:00 AM</u></p>

19.1	The service provider shall NOT have the option of submitting their Proposals electronically
E. Proposal Opening and Evaluation	
23.1	Proposals will be opened at 11:30 AM of the same day, 25th September 2023 at the following address Board Room of Provincial Quality Control Board, 492-R11, Johar Town, Lahore.
24	<p style="text-align: center;">Criteria and point system for the evaluation of the Technical Proposals:</p> <p style="text-align: center;"><u>Mandatory Requirements (Knock Down)</u></p> <ol style="list-style-type: none"> 1. Attested copy of CDR as bid security. 2. Proof of company/firm's registration in Pakistan with SECP or relevant professional/regulatory authority. 3. National Tax Number certificate & GST Certificate 4. Details of ASSIGNMENT completed by the Bidder/Service Provider during LAST 03 YEARS, indicating total cost of such works and cost of Security services against those works along with date of start and completion or expected date of completion shall be provided. 5. Last two years FBR returns. 6. The Bidder/Service Provider shall provide AUDITED STATEMENTS OF ACCOUNTS and ANNUAL TURNOVER for the PAST THREE (3) YEARS duly supported by audited statements. Annual average turnover of the Bidder/Service Provider for the LAST THREE (3) YEARS must be at least Rs. 05 (Five Million) annually. The audited statements and annual turnover shall be that of the Bidder/Service Provider and not of any parent company, subsidiary or any affiliates of the Bidder/Service Provider, any non-compliance shall constitute as grounds for disqualification; 7. Undertaking on official stamp paper that the bidder will give wages to their staff as per latest notification of Government of Punjab and disbarment of wage shall not be done later than 10th of each month. 8. List of technical & professional staff. 9. Bidder must submit a certificate on judicial paper of Rs. 100 to the effect that <ul style="list-style-type: none"> • Firm has not been BLACKLISTED in the past on any grounds by any Government (Federal/Provincial) and local body or a public sector organization • The bidder must submit an affidavit on judicial paper that firm will abide by all laws /terms and conditions of this tender. • The bidder must submit an affidavit on judicial paper that firm will be wholly & solely responsible if failed to supply of services and good in the stipulated time frame as per Purchase Order /Telephonic Directions of the Secretary, Provincial Quality Control Board, Punjab, the purchaser may initiate the process for blacklisting of firm. The Bidder/Service Provider shall have proven track record (describing/showing exact scope of work) of provision of Janitorial Services and Supplies. Applicant should have sufficient staff in his offices to handle at least TWO such projects simultaneously.

- The bidder must submit an Affidavit that they have not supplied these services and goods at anyway lower rates in any other govt. institute in current fiscal year from the rates offered at o/0 Secretary, Provincial Quality Control Board, Punjab. And rates offered are not more than market price.

SR. NO.	DESCRIPTION	REQUIREMENT AT OFFICE
01	Shotguns (12 bore) to be provided:	01
02	Metal Detector	01
03	Security Staff (well-trained experienced/ Ex-serviceman)	07

Evaluation Criteria:

Criteria and point system for the evaluation of the Technical Proposals:

Service providers need to get at least **60 marks** to qualify for the opening.

Copies of all the required documents shall be submitted:

Marks	Parameter Description	Criteria	Allocation of Marks
25	SPECIFIC EXPERIENCE	Specific experience is similar Specific experience is similar Assignment. For the purpose of ranking of the Bidder/Service Provider, marks will be awarded as follows 3-5 Similar Projects (15 marks) 6-10 Similar Projects (20 marks) 11 & above Similar Projects (25 marks)	
10	PAST PERFORMANCE	End User feedback (Minimum 5 Projects)	10

25	FINANCIAL CAPABILITY	The Bidder will provide its annual turnover duly supported by audited statements. For the purpose of ranking of the Bidder/Service Provider, marks will be awarded as follows; Average Annual Financial Turnover of Rs. 03 Million up to 5 million (10 Marks). Rs. 05 Million to 10 Million (15 Marks). Average Annual Financial Turnover of Rs. 10.1 Million & above (25 Marks). Single Entity: Must meet the stipulated financial turnover	
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20	Spare Licenses ¹	0-10	10
		11 and above	20
10	Insurance EOBI/PESSI of guards (company's own cost)	NO Insurance of guards	0
		Proof of Insurance of Guards	10
10	Active Tax Payer Certificate	10	
NOTE: The Procuring Agency may visit the firm for physical verification.			
25.3	Financial Proposal shall include all applicable taxes		
26	Service provider shall submit financial model, reflecting cost (capital, operating) commensurate with Appendix-B (HR, Equipment and supplies List) Based on this financial forecast, the service provider shall Propose a lump sum amount to the Procuring Agency		
F. Award of Contract			
34.3	Expected date for the commencement of the Services: As soon as possible after Award of contract.		
35	The Performance Security acceptable to the Procuring Agency shall be the in the Standard Form <u>amounting 5% of the contract amount</u> in shape of CDR, Demand Draft, Pay Order or Bank Guarantee.		

¹ The figure provided is the number of spare licenses, other than those which are already committed by the service provider in its other projects.

Section III. Proposal Forms

Standard Proposal Forms shall be used for the preparation of the Technical and Financial Proposal according to the instructions provided in Section 2

{Notes to Service providers shown in brackets { } throughout Section 3 provide guidance to the Service providers to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Table of Forms

Technical Proposal – Standard Form

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TECH 1: Technical Proposal Submission Form

[date]

To,

**The Secretary
Provincial Quality Control Board, Punjab,
492-R-II, Johar Town, Lahore.**

We, the undersigned, offer to provide the requested services as in accordance with your Request for Proposal dated__ [insert date here]_____. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Service Provider (if any, otherwise delete this line)]*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 15.1.
- (c) We have no conflict of interest in accordance with ITC 4.
- (d) We meet the eligibility requirements as stated in ITC 3, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITC 37.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 34.2 and 34.3 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives. Yours sincerely,

Authorized Signature {In full and initials}: _____ Name and Title of Signatory:

Name of Service Provider (company's name):

Address: _____

Contact information (phone and e-mail): _____

TECH 2: Team/Staff Composition

{Please describe the structure and composition of your team/staff, including the list of the administrative and support staff. Share complete details, required in the form below, of staff that will be deployed for this service from existing staff on payroll of service provider. For new hiring, only list number, hiring methodology, time frame and criteria for hiring}

	Name	Position	Years of Experience (General)	Years of Association with firm	Fire-arm lic. (Yes/N0)
{e.g., Supervisor}					
1	{e.g., Mr. Abbbb}	[Manager]	[6 years]	[1 year]	
{e.g., Security Staff}					
1	{e.g., Mr. Abbbb}	{Male security officer}	5 years	3 years	Yes

TECH 3: Organization and Experience

- 1. Individual Service provider**
- 1.1 Constitution or legal status of Service provider: *[attach copy]*
Place of registration: *[insert]*
Principal place of business: *[insert]*
- 1.2 Power of attorney of signatory of Proposal: *[attach]*
Total annual volume of Services performed in five years, in the currency specified in the PDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of

Services of a **similar nature and volume over the last three years.**

The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Name of client and country	Type of Services provided (brief description) and year of completion	Duration	Value of contract
{e.g., Ministry of}	{e.g., "Improvement quality of.....": designed master plan for rationalization of; }	e.g., Jan.2011– Apr.2012} – 15 Months	{e.g., PKR 3 million}

1.4 **Major items of Service Provider's Equipment** proposed for carrying out the Services. List all information regarding equipment required in Section V (Specification)/ Annexure B.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 3. Additional Requirements**
- 3.1 Service providers should provide any additional information required in the PDS and to fulfill the requirements of ITSP Sub-Clause 4.1, if applicable.

CHECKLIST OF FORMS

Required (√)	FORM	DESCRIPTION	<i>Page Limit</i>
√	TECH 1	Technical Proposal Submission Form.	<i>N/A</i>
√	TECH 2	Proposal Security Form	<i>N/A</i>
√	TECH 2	Team Composition, Key Experts, admin staff etc	<i>N/A</i>
	TECH 3	Service provider's Organization and Experience.	<i>N/A</i>

FIN 1: Financial Proposal Submission Form

{Location, Date} To: [Name and address of Client]

Dear Sir:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding amount(s) currency(ies)} {Insert amount(s) in words and figures}, *inclusive of all taxes in accordance with Clause 25.3 in the Data Sheet*. The estimated amount of taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in Clause 15.1 of the Data Sheet.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ___ Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FIN 2: Financial Model

	{Service provider must state the proposed amount for financial evaluation in accordance with Clause 24 of the Data Sheet }
Total Quoted Price (inclusive of all taxes)	{Price in PKR}
<u>Total Monthly Cost*</u> (Inclusive of all taxes)	{Price in PKR}

** Inclusive of all applicable taxes. Service provider may give breakdown of cost and tax amount separately for clarification. Rate for additional services shall be mentioned separately in Annexure C.*

FIN 3: Detail Breakdown of Costs²

HR COST						
Sr. No.	Description	Number of Staff Required*	Service Period (Months) (October 2023 to June 2024)	Minimum Salary per Worker per Month without taxes and insurance (PKR)	Total rate/ salary per worker per month inclusive of all taxes and insurance (PKR)	Total Cost for 1 year inclusive of all taxes and insurance (PKR)
		A	B	C	D	E
		---	---	---	---	E=D*B*A
1	Armed Security Officers (7 Male Security Personnel)	7	09			
	TOTAL					

**The above-mentioned Number of Staff & Quantity of Equipment are tentative. The payment shall be made as per actual.*

TERMS OF REFERENCES: - The Service Provider shall provide, render and ensure Security Services as assigned by the Authority on round-the clock basis, 24 hours per day, 7 days per week including Sundays and holidays more specifically described in the Advertised Bidding Documents/Scope of Services. The Service Provider shall be responsible for furnishing all security personnel with arms (Licensed in the name of the company), ammunitions, uniforms, flashlights, batteries, chargers, Hand held torch, Shirt & Trousers, Cap Shoes, Belt, Name Tag etc., Battens or Rules, Whistles & Metal detectors.

Mandatory Documents with Monthly Invoice

1. Commercial and PRA Invoices
2. Attendance Summary sheet
3. Proof of transfer of salary to the security staff

² Refer to Annexure-II for details on HR, utilities and Equipment requirements

Section IV. Scope of Services

1. Background:

Provincial Quality Control Board, Punjab (PQCB) is a quasi-judicial body established under section 11 of Drug Act 1976 and the rules framed thereunder. We are committed to ensure availability of quality drugs to the general public and for effectively interdicting its violations through prosecution of defaulters in the Court of Law

2. Contextual information

Provincial Quality Control Board, Punjab requires Security Services for its office located in Lahore. The need for Human resource for Security purposes may vary and necessary information regarding requisite Human Resource shall be provided by the Provincial Quality Control Board Punjab.

3. Scope of Service

The contractor shall have to provide round-the-clock security services in the office as mentioned in this tender document.

Major items of services under this contract are as follows:

3.1. Security

- i. Develop a security and visitor management plan with the Program management.
- ii. Ensure visitor discipline & implementation of prevailing COVID-19 SOP's as designed and recommended from time to time by the competent authorities.
- iii. Provide security personnel and items, as listed in this document, to ensure adequate security environment.
- iv. Ensure protection of the personnel & property of the facility.
- v. Prevent trespass with/without arms.
- vi. Prevent the entry of stray dogs, cattle and anti-social elements, unauthorized persons and unauthorized vehicle.
- vii. In case of any incident such as theft, robbery, fight, accident, it is the responsibility of contractor to coordinate/assist with designated focal person in lodging of FIR, legal proceeding etc.
- viii. Contractor will also maintain log of all such activities and share it regularly with administration by means of written reports, and direct verbal notification as warranted

4. **TERMS OF REFERENCE:**

4.1. **Security:**

The Contractor shall provide, render and ensure Security Services as assigned by the Authority on **round-the-clock basis, 24 hours per day, 7 days per week including Sundays and holidays**. The Contractor shall be required to perform all necessary security services and duties as, including but not limited to, outlined in this Scope of Work and Terms of Reference. Unless directed by Authority the requirements of this shall **continue uninterrupted despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters** (natural, deliberate, or accidental).

4.1.1. **Operations Responsibilities:**

- 4.1.1.1. Control unauthorized access to office territory.
- 4.1.1.2. 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 and/or flammable stuff. Perform suppression and removal of invaders and unauthorized entrants. Contractor must deploy walk-through gate at entry point.
- 4.1.1.3. Recognize and respond to security threats or breaches.
- 4.1.1.4. Recognize and respond to emergency situations and safety hazards such as fire, power outages, terrorist attacks, accidents, short circuits.
- 4.1.1.5. The Security Guards and 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.
- 4.1.1.6. Safeguard the property against theft, damage and misuse. Damage shall include setting up of banners, posters, advertisements, graffiti etc. without Authority's permission in the territory.
- 4.1.1.7. The Security Guards/Personnel shall patrol the area (outside surroundings and inside corridors) as required by this contract or as directed by the Authority to prevent trespassing, vandalism, sabotage, theft etc.

- 4.1.1.8. The Security Company shall be responsible to ensure the safety and security of assets moveable and immovable including any items stored in warehouse.
 - 4.1.1.9. Monitor, keep and provide information about public events or other activities in the geographic area that may impact Operations.
 - 4.1.1.10. Maintain daily log of all security violations and accidents/incidents and report occurrences to the Authority as quickly as possible considering the nature of the violation.
 - 4.1.1.11. The Guards on patrol duty should take care of all the water taps, gas valves, water hydrants, etc. installed in the premises.
 - 4.1.1.12. It should be ensured that flowers, plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
 - 4.1.1.13. In emergency situations, security staff/supervisor/Senior Security Supervisors deployed shall also participate as per their role defined in the Security plan, of the department. Security personnel should be sensitized for their role in such situations.
 - 4.1.1.14. The Contractor shall be responsible for the confidentiality of the information. The Contractor 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 Contractor 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 Authority.
 - 4.1.1.15. The contractors' staff shall be familiar and able to operate CCTV control center.
 - 4.1.1.16. Any other duties/responsibilities assigned by the Administration may be incorporated in the agreement. The same shall also be binding on the contractor.
- 4.1.2. **Operations and Maintenance:**
- 4.1.2.1. The Service Provider will develop and modify, from time to time, a detailed operating plan for the Parking System.
 - 4.1.2.2. The Service Provider also will prepare detailed Parking Management Plans for all Block Faces and Parking Lots assigned to the Service Provider. The Operating Plan and

Parking Management Plans, and any modifications to them, must be approved by department.

- 4.1.2.3. Ensure that the flow of traffic is maintained without any hindrance and that the vehicles are not allowed to violate lane/slot displayed in the Parking Area.
- 4.1.2.4. Contractor will hire and assign uniformed staff members at their own cost with equipment to each facility to perform required services during the designated hours of operation.
- 4.1.2.5. Contractor will be responsible for security staffing in the parking area and for all the vehicles parked in the parking facility.
- 4.1.2.6. Contractor will perform all essential security check with due diligence on all vehicles entering the parking facility.
- 4.1.2.7. Contractor will note any hazardous conditions that might appear to warrant action and report these conditions first by telephone to the security team in place.
- 4.1.2.8. Contractor will be responsible for the cleaning of each of the assigned parking facilities regularly. This cleaning includes sweeping, removal of debris, and garbage.
- 4.1.2.9. Contractor will be responsible for lighting fixture defects and bulb replacement requirements in parking area.
- 4.1.2.10. The Contractor will provide and install necessary fixtures and furniture in the parking attendant's booth, including but not limited to, a computerized cash register, and security locks.
- 4.1.2.11. Bear all expenses towards operation of the Parking System through the entire period and not claim any additional expenses.

4.2. Security Staff Requirements:

- 4.2.1. Contractor will supply all the staff necessary to complete the duties of this contract. The contractor will carry out the work in a professional manner and to the satisfaction of this authority and will perform all services with qualified staff.
- 4.2.2. The Contractor shall be responsible for furnishing all security personnel with ammunicions, uniforms, flashlights, batteries, cellular phones / communication devices, chargers, metal detectors and other related equipment as per Annexure B.

- 4.2.3. The Contractor shall provide detailed Execution plan, Methodology as early as possible after signing of contract.
- 4.2.4. Arms shall be in working condition at all the time. Armed Guards must be equipped with sufficient rounds.
- 4.2.5. All arms must be licensed in the name of the company.
- 4.2.6. Contractor will deploy armed security guards at the entrances and all sensitive areas of the department, whereas only unarmed security guards will patrol inside the building.
- 4.2.7. The Contractor will be responsible for seeing that regular supervision is maintained over all working personnel by taking action on and responding to performance concerns. It is his responsibility to see that all their activities are properly coordinated with the operations and modify assignments as required.
- 4.2.8. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff, female visitors, and elderly persons. The Security Guards may also assist the handicapped visitors in reaching their desired locations.
- 4.2.9. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
- 4.2.10. An authorized representative of the Contractor shall ensure his/her presence at short notice when required by the Authority.
- 4.2.11. Contractor will provide staffing, as requested by the department, for special events. These special events will require the Contractor to provide staffing outside of our normal working hours.
- 4.2.12. Contractor will conduct a thorough background check on parking attendants and supervisory personnel whose job duties include the handling of Program parking fees.
- 4.2.13. If the contractor uses vehicle for properly executing the contract, he shall be solely responsible for provision, security and maintaining of any such transportation. It shall have the Contractor's logo prominently displayed at all times. The vehicles shall not enter the facility without notifying and availing permission from the Program administration.
- 4.2.14. The Contractor shall be responsible for all acts done by the personnel engaged by it. The Contractor 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.

- 4.2.15.** The Contractor or its personnel shall not at any time do, cause or permit any nuisance at the site / do anything which shall cause unnecessary disturbances or inconvenience to the passengers.
- 4.2.16.** The Contractor shall provide appropriate and necessary management and supervision for all of his employees and shall be solely responsible for instituting and invoking disciplinary action against employees not in compliance with Authority's rules and regulations, and instructions.
- 4.2.17.** The Contractor shall ensure that it does not engage or continue to engage any person with criminal record / conviction or otherwise undesirable persons and shall bar such person from participating directly or indirectly in the provision of Security Services.
- 4.2.18.** The Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed the Authority's expectations.
- 4.2.19.** The contractor will arrange 1-2 weeks orientation/training from any training schools (i.e APSAA Training school) and will submit training completion certificate of each employee before deploying staff at Program office.
- 4.2.20.** The Security Company shall use manual attendance system observed in the department to ensure attendance of Security Guards in time. Besides the attendance would be verified by the in-charge administrator.
- 4.2.21.** The age limit of security guard shall be from 25 to 50 years.
- 4.2.22.** Minimum desired standards of personnel shall be as below:
- 4.2.22.1.** Height of male security guards not less than 5'7",
- 4.2.22.2.** Medically fit (certificate should be furnished if required)
- 4.2.22.3.** Physically fit; (certificate should be furnished if required)
- 4.2.22.4.** Program may test their fitness as per established methods if found.
- 4.2.23.** 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
- 4.2.24.** All Contractors' staff on duty shall wear uniform. The service provider shall provide two uniform-kits, weather-appropriate

protective clothing and one pair of shoes every six months, identification cards (ID), to its entire staff deployed at the Program office and ensure proper maintenance of it to support continuous performance of contract requirements.

- 4.2.25. The Service Provider's staff appearance will be influential in creating a good image of Program. 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.
- 4.2.26. The Service Provider shall ensure that none of his personnel report in drunken state or consume drugs, prohibited substances or smoke etc., while on duty.
- 4.2.27. Security personnel shall, at all times, be polite, courteous, respectful and responsive to visitors, Authority officers, other service providers etc.
- 4.2.28. The Service Provider shall ensure all guards are provided with the appropriate identification. The identification shall include display of valid security company ID, containing a picture of the officer, at all times while in the facility as part of their uniform requirements.
- 4.2.29. No security personnel shall leave premises assigned, unless properly relieved by the next security personnel. The security posts/places shall not be left unmanned at any time during the period of the contract.
- 4.2.30. If the assigned officer does not report on time the Contractor is required to send a replacement officer immediately, without jeopardizing the security
- 4.2.31. 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.
- 4.2.32. 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.
- 4.2.33. The contractor shall nominate a focal person (manager or head supervisor), to engage regularly with the administration. The contractor shall ensure 24/7 availability of such focal person. The administration will engage this focal person to resolve day-to-day queries

4.4. ELEMENTS OF SECURITY AND VISITOR MANAGEMENT PLAN:

4.4.1. Broad Elements of security plan:

- 4.4.1.1. Develop, implement, maintain and evaluate a comprehensive facility wide security management program.
- 4.4.1.2. Identify, develop, implement and evaluate written policies and procedures that are designed to enhance security.
- 4.4.1.3. Provide, maintain or improve an identification system appropriate for employees, staff, vendors and visitors.
- 4.4.1.4. For the establishment of security/parking management plan, the contractor should evaluate the Program facility thoroughly. Some of the components that should be considered are:
 - 4.4.1.4.1. Location/Site
 - 4.4.1.4.2. Physical design and layout of the building and surrounding property
 - 4.4.1.4.3. Number of uncontrolled access points into and out of the facility
 - 4.4.1.4.4. Criminal demographics surrounding the Program
 - 4.4.1.4.5. Security incident data within the office (if available)
 - 4.4.1.4.6. Previous security sentinel events
 - 4.4.1.4.7. Employee security awareness associated with ongoing educational programs
 - 4.4.1.4.8. Administration and management support
 - 4.4.1.4.9. Patient, Staff, employee, vendor and visitor identification system in place
 - 4.4.1.4.10. Violence in the workplace issues

4.5. Broad Categories of a Security/Visitor Management Plans:

Contractor must further devise their security/parking plan (but not limited to) around the following broad categories:

4.5.1. Surveillance System Plan:

Security management team must collaborate with the surveillance team onboard in the office and share their management plan in order to ensure that cameras are in working conditions in all areas. Furthermore, the surveillance control room will be accessible to the contractor. Along with this the security management plan must propose an effective communication strategy with the control room team so that both teams are in synch to promote and improve the overall security conditions of the Program office

4.5.2. Parking Area Management Plan:

Maintain the facility parking plan to include visitor and staff access to the facility. The program should include traffic control at sensitive locations. All parking rules and regulations should be enforced.

4.6. **PENALTY CLAUSE:**

- 4.6.1. In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be deducted from the monthly invoice of the firm.
- 4.6.2. In case any of contractor's personnel deployed under the contract fails to report in time (exceed 30 min. margin) and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 200/- per vacant point per shift be deducted from the contractor's bill. Further, if the contractor fails to provide a substitute within 60 minutes, an absent will be registered.
- 4.6.3. If, in case any staff is found without uniform, penalty of Rs. 500.00 will be charged for each such staff for that particular day.
- 4.6.4. In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel & is assessed as true by office administration, a penalty up to PKR 10,000/- (depending on the severity of the incidence) for each such incident shall be levied which shall be deducted from contractor's bill. Besides the Security Guard found involved in the incident shall be removed from the office security immediately.
- 4.6.5. In case the contractor fails to commence/execute the work as stipulated in the agreement or does not meet the statutory requirements of the contract, Client reserves the right to impose the penalty as detailed below:
 - 4.6.6.1. 1% of annual cost of order/agreement per week, up to four weeks' delay.
 - 4.6.6.2. After four weeks delay the client reserves the right to cancel the whole contract or part thereof and withhold the performance guarantee.
- 4.6.7. In case a theft incidence occurs in the parking or inside office premises due to gross negligence or unsatisfactory performance of the contractor, the client reserves the right to withhold performance security or recover the loss sustained by the client or the people visiting the office due to such negligence of the contractor, from the invoice of service provider or do both.
- 4.6.8. In case a security incidence occurs due to gross negligence or unsatisfactory performance of the contractor, 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 office due to such negligence of the contractor, from the invoice of service provider or do both.

Section V. Specifications

LIST OF DESIGNS AND SPECIFICATIONS

Sr. #	Description	Annexure
1	Equipment list and Staff description	<i>Annexure – B</i>

Part II – Conditions of Contract and Forms

DRAFT CONTRACT

Security Services

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Preface

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

Letter of Acceptance

[letterhead paper of the Procuring Agency]

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Proposal dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Amount of *[in numbers and words]*, as corrected and modified in accordance with the Instructions to Service providers is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Service provider has not objected the name proposed for Arbitrator. The second option if the Service provider has objected the proposed Arbitrator and proposed a man for a substitute, who was accepted by the Procuring Agency. And the third option if the Service provider has objected the proposed Arbitrator and proposed a man for a substitute, who was not accepted by the Procuring Agency.

We confirm that *[insert name proposed by Procuring Agency in the Proposal Data]*,

or

We accept that *[name proposed by service provider]* be appointed as the Arbitrator

or

We do not accept that *[name proposed by service provider]* be appointed as Arbitrator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Arbitrator in accordance with Clause 36.1 of the Instructions to Service providers

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature:

Name and Title of Signatory:

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Procuring Agency]

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency and related parties]* (hereinafter called the "Procuring agency") and on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

[Note: *In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Procuring agency") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring agency for all the Service Provider's obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the "Service Provider").]*

WHEREAS

- (a) the Procuring agency has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (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 the terms and conditions set forth in this Contract for amount of.....;
- (c) the Procuring agency has received budget from the Government of Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments, if any, under the contract.

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) the Letter of Acceptance;
- (b) the Special Conditions of Contract;
- (c) the General Conditions of Contract;
- (d) the Scope of Services;
- (e) Performance Specifications and Drawings;
- (f) Annexures; and
- (g) the Service Provider's Proposal.

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, if any, 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.

For and on behalf of *[name of Procuring agency]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

Section A: 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 Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "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;
- c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) "Day works" 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.
- e) "Procuring agency" means the party who employs the Service Provider
- f) "Foreign Currency" means any currency other than the currency of the country of the Procuring agency;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of the Punjab;
- i) "Local Currency" means Pak Rupee (PKR);
- j) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the Special Conditions to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring agency under this Contract;
- 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 or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- m) "Service Provider" is a person or corporate body whose Proposal to provide the Services has been accepted by the Procuring agency;
- n) "Service Provider's Proposal" means the completed Proposal document 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 Proposal 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, Proposal document and attached Annexure "Subcontractor"
means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- 1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.
- 1.5 Location** The Services shall be performed at such locations as are specified in Section C – Scope of services and/or Appendix D, 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, Subcontractors, 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 soon as possible after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

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 in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

**2.6.1 By the
Procuring
agency**

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

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within twenty one (21) days after being notified or within any further period as the Procuring agency may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) 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 forty-five (45) days; or
- (d) 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 contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practices" is an arrangement among service providers (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
 - iv. "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;

- v. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.

2.6.2 By the Service Provider

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

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

2.6.3 Suspension of Payment

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

3. Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

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

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire such public employees, in active duty or on any type of leave, which would conflict with the activities assigned to service provider to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

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

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

- 3.5 Service Provider's Actions Requiring Procuring agency's Prior Approval** The Service Provider shall obtain the Procuring agency's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Scope ("Key Personnel"),
 - (c) changing the Program of activities; and
 - (d) any other action that may be **specified in the SCC**.
- 3.6 Reporting Obligations** The Service Provider shall submit to the Procuring agency the reports and documents specified in Scope in the form, in the numbers, and within the periods set forth in the said scope.
- 3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring agency** 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**.
- 3.8 Liquidated Damages**
- 3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Procuring agency at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring agency may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.8.2 Correction for Overpayment** If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring agency shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on that sum, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.
- 3.8.3 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Procuring agency's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring agency no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.

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 Law

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

5.3 Services and Facilities

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

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Section C and scope of services of Proposal document. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** (a) The price payable in Pak Rupees (PKR) is set **forth in SCC**.
(b) The price payable in foreign currency is set **forth in the SCC**.
- 6.3 Payment for Additional Services** 6.3.1 For the purpose of determining the price for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the price is to be provided in Appendix C.

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 calculated as described in Sub-Clause 3.8.

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** 8.2.1 If any dispute arises between the Procuring agency and the Service

Settlement 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

Section B. Special Conditions of Contract

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
1.1	The Adjudicator is: Adjudicator will be selected by mutual consent of the Parties
1.1	The contract name is: <u>PROCUREMENT OF SECURITY SERVICES FOR THE o/o SECRETARY PROVINCIAL QUALITY CONTROL BOARD, PUNJAB, PRIMARY & SECONDARY HEALTHCARE DEPARTMENT.</u> <i>Bid Reference No. PQCB/F-Sec/July-01/2023-24</i>
1.1	The Procuring agency is: <u>OFFICE OF SECRETARY PROVINCIAL QUALITY CONTROL BOARD PUNJAB, PRIMARY & SECONDARY HEALTHCARE DEPARTMENT LAHORE</u>
1.2	The Applicable Law is: <u>Laws of Islamic Republic of Pakistan</u>
1.3	The language is: <u>English</u>
1.4	The addresses are: Procuring agency: <u>PROVINCIAL QUALITY CONTROL BOARD, PUNJAB OFFICE OF SECRETARY PROVINCIAL QUALITY CONTROL BOARD, PUNJAB, PRIMARY & SECONDARY HEALTHCARE DEPARTMENT LAHORE, 492—R-II, JOHAR TOWN LAHORE.</u>
1.6	The Authorized Representatives are: For the Procuring agency: <u>Budget & Accounts Officer OFFICE OF SECRETARY PROVINCIAL QUALITY CONTROL BOARD, PUNJAB, PRIMARY & SECONDARY HEALTHCARE DEPARTMENT</u> For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is as soon as possible after signing the contractual agreement.
2.3	The Intended Completion Date is: <u>Annual Contract</u>
3.8.1	The liquidated damages rate is 0.1% per day The maximum amounts of liquidated damages for the whole contract is <u>equivalent to performance security submitted in form of CDR/PO/DD.</u>
6, 6.2(a)	The amount in Pak Rupees is:
6.5	Payment shall be made within 30 days of receipt of the invoice and the relevant documents

Section C: Scope of Services
{Same as described in detail in “Section IV. Scope of Services” of the Proposal document}

Part III – Appendices

- Appendix A — Schedule of Payment and Reporting Requirement**
- Appendix B — Key Personnel, Rate list and Equipment**
- Appendix C — Cost breakdown and Performance Guarantee Form**
- Appendix D —List of Minimum-Security staff requirement**

Appendix A — Schedule of Payments & Reporting Requirements

A1- Contractor shall submit net monthly invoice comprising of:

- i. Cost of providing security services (based on rates quoted in financial proposal)*
- ii. Cost of additional personnel hired on request of client (based on rates in appendix C)*
- iii. Cost of additional equipment/supplies procured/rented on request of client (based on rates in appendix C)*
- iv. Penalties incurred during the month*
- v. Other cost/(revenue), if any*

Net monthly invoice should be computed as: $i + ii + iii - iv \pm v$

A2 –Contractor shall duly maintain, including but not limited to, following reports and share the same with client on regular basis:

A-2.1 Daily Activity log form

A-2.2 Daily/weekly Security Staff Roster

A-2.1 Daily Activity Log Form

The contractor shall ensure that daily activity log covers, including but not limited to, all the fields listed in table below. The form must have at-least 24 entries every day i-e at-least one entry for each hour. Activity log shall be signed by the security supervisor and focal person for each day. Field reports are to be utilized to document detail description of incidents that occur.

Sr. No.	Report No.	Supervisor in charge	Guard in Charge	Time	Activity	# People Involved	Area	Risk Level of the Area	Damage to the Property	Action taken	General Notes

Date: _____

Focal person: _____

Security Supervisor: _____

Appendix B — Key Personnel, Utilities and Equipment

List under: B-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work, and staff-months for each.

B-2 Tentative List of Equipment, with specifications, to be provided by service provider. service providers shall provide brochure/sample at time of proposal opening. Procuring agency will assess the sample/brochure. Service provider will provide approved sample if the contract is awarded to him

B-1

S.No.	Manpower description	Qualifications & experience	Nos.
1	Male Security Personnel (with license for operating firearm)	Job Description: (as listed in scope of services) <ul style="list-style-type: none"> ➤ Education: Matriculation ➤ Minimum experience: At-least 3 years (as security guard or ex-serviceman) ➤ Age: Less than 55 Years (for ex-army) 	7

* Contractor shall ensure that sufficient numbers of female guards are hired as well

**It is responsibility of the contractor to provide manpower as per requirements listed in annexure B and D. All the Security staff posted by the contractor shall be verified of their police records and other information prior to posting at health facilities. Staff shall be deputed after procuring agency has given clearance on their security and health certificates. Procuring agency may, at its own cost, conduct physical fitness test of staff deputed by the service provider.

*** Once the staff is hired as per requirement of Annexure B and D, service provider shall not rotate it frequently. In any month, at-least 70% of the staff shall be same as previous month, unless separate arrangement is agreed mutually between both parties. Same applies for equipment and supplies listed below

B-2

Sr.	Description	Number Required (Mandatory)	Penalty charges in case of non-availability of equipment/tools (in Rs.)
1	Weapons (with ammunition)	As listed in Appendix D or agreed at time of contract signing	300/- (per shift/ per missing gun or ammunition)

2	Hand Metal Detectors	As listed in Appendix D or agreed at time of contract signing	200/- (per shift/ per missing detector)
3	Hand held torch	For all Security staff	50/- (per shift / per guard)
4	Uniform including Shirt & Trousers, Cap Shoes, Belt, Name Tag, etc.	For all Security Staff	200/- (per shift/ per guard)
5	Batons or Rules	For all security staff	50/- per shift / per guard)
6	Whistles	For all security staff	50/- per shift / per guard)

Appendix C: C1- Breakdown of Contract Price

1. *Rates/rent for Equipment and Supplies*
2. *Security Personnel Salaries (Administrative and other staff).*

This appendix will exclusively be used for determining cost for additional Services. Service provider can use template of Form FIN-3 in Section-III of Proposal document to provide these details.

C2 - Performance Security

(Performance Security to be furnished by the Service provider in the amount specified in Data Sheet /SCC and same will be 5% of the contract value

Appendix - 2**FORM OF PERFORMANCE SECURITY**

To:

Secretary Provincial Quality Control Board, Punjab
Primary & Secondary Healthcare Department,
492 R-II Johar town, Lahore

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

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

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

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

PKR _____

(The **Guaranteed Amount**)

³Insert name of Issuing Bank;

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

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

We, the Issuing Bank, shall unconditionally honor 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 honor 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 - 3

To,

The Secretary, Provincial Quality Control Board, Punjab
Primary & Secondary Healthcare Department,
492 R-II Johar town, Lahore

SUBJECT: CONFLICT OF INTEREST

Reference to the contract / purchase order / supply order No. -----
-----titled----- dated -----, which we have entered into /
received from the Project Management Unit, Primary & Secondary Healthcare
Department.

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

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

AUTHORIZED REPRESENTATIVE
NAME OF THE COMPANY

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

Appendix - 4**Undertaking for Minimum Wage Rate**

Dated _____

To

The Secretary Provincial Quality Control Board, Punjab.
Primary & Secondary Healthcare Department,
492 R-II Johar town, Lahore

SUBJECT: Undertaking for Minimum Wages to Staff/Labour

Respected Sir

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

1. Provision of minimum wage as notified by the Government of Punjab (No. RO (TEC) FD 2-2/2022 or most recent Notification If any) applicable for the period of Contract and disbursement of wages shall not be done later than 10th of each month.
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 Janitorial and EOBI etc. are applicable in the Contract and will remain the responsibility of the Service Provider.
4. Our firm NTN Number is _____ and it was established in _____

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

Regards

Mr. _____

M/s _____

Lahore.

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