



**PESHAWAR INSTITUTE OF CARDIOLOGY
(MTI)**

**REQUEST FOR PROPOSAL
FOR
HIRING OF SECURITY SERVICE
FOR PESHAWAR INSTITUTE OF CARDIOLOGY**

PIC-064

Sr#	Name of item	Tender Process	Bid Security (PKR)
1	Hiring of Security Services	Single Stage Two Envelope	1,000,000

Note: The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

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SECTION-1

1 DEFINITIONS

1.1. The following words or terms shall have the following meanings in this Request for Proposals:

Affiliate means a corporation or entity effectively under the Control of, or in Control of, a Service provider or associated with a Service provider under common ownership and Control.

Bidder means a legal entity and includes an individual/sole proprietor, firm, company, partnership, corporation, which participates in the Bidding Process;

Service provider means a legal entity which includes company, corporation, Consortium, Sole Proprietorship, Firms or joint venture which participates in the Bidding Process.

Bidding Process or **Bidding** means the process beginning from the publication of the Invitation to Bid until the signing of the Service Agreement.

Coercion, Collusion, Corrupt Practices, Fraud, Restrictive Practices and Undesirable Practices have the meanings given to them in paragraph 7.7.2

Financial Proposal has the meaning given to it in paragraph 4.8

Winning Service provider means the Lowest Evaluated Service provider as determined by Peshawar Institute of Cardiology after having declared responsive and qualified technically.

KPPRA means the Khyber Pakhtunkhwa Public Procurement Regulatory Authority.

Net Worth means total assets minus total liabilities.

Procurement Rules means the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules of 2014/2022.

Proposal means the bid submitted by a Service provider for the provision of the Required Services.

Proposal Submission has the meaning given to it in paragraph 5.5

Required Services has the meaning given to it in the Service Agreement Appendix-A

Service Agreement means the service contract to be entered into between Peshawar Institute of Cardiology and a Winning Service provider.

Technical Proposal has the meaning given to it in paragraph 5.3

Monthly Charges shall mean the amount payable by PIC to the Service Provider for one month of Services.

SECTION-2

2. INTRODUCTION:

2.1. This RFP is provided to the recipient solely for use in preparing and submitting a Proposal in a competitive bidding to procure the Required Services.

2.2. This RFP is being issued to the Service providers by Peshawar Institute of Cardiology PIC-MTI,

2.3. Disclaimer

No employees or consultants of Peshawar Institute of Cardiology:

a) make any representation (express or implied) or warranties as to the accuracy or completeness of the information contained in this RFP or other document made available to a person in connection with the tender process for the Required Services and shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the service provider for **Hiring of Security Services for Peshawar Institute of Cardiology** in Peshawar Institute of Cardiology; or

b) will be liable to reimburse or compensate a recipient for any costs or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with Peshawar Institute of Cardiology.

2.4. The Bidding Process is conducted through the procedures specified in this RFP, in line with the principles of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act and the Procurement Rules of 2014/2022.

2.5. The issuance of this RFP does not imply that Peshawar Institute of Cardiology is bound to appoint a Winning Service provider or enter into a Service Agreement. Peshawar Institute of Cardiology reserves the right to reject all or any of the Proposals received or otherwise discontinue the Bidding Process at any time as per rules 47 of KP-PPRA rules 2014.

SECTION-03

3. SECURITY SERVICES FOR PESHAWAR INSTITUTE OF CARDIOLOGY

3.1. Required Services

3.1.1. Objectives

PIC-MTI requires Security Services for the Peshawar Institute of Cardiology MTI on a round-the-clock basis, 24 hours per day, 7 days per week including Saturday, Sundays, and holidays, which is the subject of this RFP/ Agreement. The requirement of Personnel is mentioned below with details, Personnel Posts/Deployment Plan with eight hours shift attached with Agreement. It is the responsibility of the Service Provider to ensure full security of the PIC-MTI building and its surroundings and engagement of any additional Personnel in dispensing the required Services.

3.1.2. Detailed Tasks

The area where Services are to be provided includes PIC-MTI Building (the area inside the boundary wall).

Approx. 100 security personnel (male & female) required and the number can be increase or decrease according to requirement of the hospital.

Details mentioned in SECTION-07.

SECTION-04

4. BIDDING PROCESS

4.1. Open competitive bidding

4.1.1. The bids are invited under national competitive bidding through the **Single Stage - Two Envelope bidding procedure.**

4.2. Planning

Peshawar Institute of Cardiology-MTI invites sealed bids from the eligible bidders for procurement of services for **Hiring of Security Services for Peshawar Institute of Cardiology** through open Competitive Bidding under rule 6(2)(b) “*Single Stage Two Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

DATA SHEET	
Introduction/Description	Detail
Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
Loan or credit or Project allocation number.	Budget allocated by Government Khyber Pakhtunkhwa to Peshawar Institute of Cardiology.
Name of Project.	Hiring Security Service for Peshawar Institute of Cardiology: PIC-064
Name of Contract.	Hiring Security Service for Peshawar Institute of Cardiology: PIC-064
Name of Procuring agency.	Peshawar Institute of Cardiology, Medical Teaching Institution. Peshawar.
Procuring agency's address, telephone and facsimile numbers.	Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan 091-9219645
Language of the bid.	English
BID PRICE AND CURRENCY	
The price quoted shall be	The bidder must quote in PKR including all the taxes.
The Price shall be fixed	The Price shall be fixed for the whole contract.

Amount of bid security.	<p>Bid Security shall be submitted in original to the amount of PKR. 1,000,000/- from schedule bank of Pakistan excluding microfinance and financial Institutions in favor of “Hospital Director Peshawar Institute of Cardiology”. The bid security shall be submitted from the account of the bidder who submits the bid;</p> <p>The Bid security shall be forfeited:</p> <ul style="list-style-type: none"> • If a bidder withdraws his bid during the period of bid validity mentioned below ; or • If a bidder doesn't accept the correction of his Bid Price, pursuant to Para above; or • In the case of a successful bidder, if he fails to: • Sign the contract agreement
Bid validity period.	120 days from the date of opening of bids
Duration of Contract	<p>Total Duration of Contract 3 years</p> <p>First 6 months' probation.</p> <p>Initially contact will be signed for 1 year and may be renewed/extend for further periods of two (02) years on yearly basis on the same Terms and Conditions mutually agreed upon by the concerned parties.</p>
Number of copies.	One (original bid) in hard tap binding.
Address for bid submission.	<p>Hospital Director</p> <p>Bids are to be delivered to the office of the Manager Material Management, 1st floor OPD block, Peshawar Institute of Cardiology (PIC-MTI).</p> <p>Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan.</p>
Pre-Bid meeting with the bidders	May 09th, 2023 time 10:00 AM
Deadline for bid submission.	May 18 th , 2023 at 11:00 AM
Time, date, and place for bid opening.	May 18 th , 2023 at 11:30 AM
BID EVALUATION	
Tender Process	<p>Single Stage Two Envelope</p> <p>The procurement process will be carried out as per KP-PPRA act 2012 amended 2022 section “02” (c) sub section “iii” and KP-PPRA amended Rules 2014 dated 17.08.2022 rules 14 (b)</p> <p>Contract will be awarded to the technically qualified bidder and lowest in financial proposal.</p>

Minimum wages requirement	<p>Note: Financial proposal should be justified/comply to minimum wage/labor law.</p> <p>The quotation received below the minimum wages will be considers as non-responsive.</p>
Clarification of Bids	<p>The Procuring agency may ask the Bidder in writing, only for clarification regarding the received documents in the bid; however, no change in the prices or substance of the bid shall be sought, offered, permitted or entertained.</p> <p>This communication shall be with the prior approval of chairman T&E committee.</p>

4.3. Information Sources

4.3.1. The primary sources of information provided to Service providers in relation to this Request for Proposals are:

- i. Request for Proposals (the present document);
- ii. Pre-Bid Meeting as organized by Peshawar Institute of Cardiology
- iii. Service providers relying on information from other sources or the public domain do so at their own risk.

4.4. Pre-Bid Meeting

4.4.1. A Pre-Bid Meeting shall be organized time and date mentioned in Data sheet above by Peshawar Institute of Cardiology to:

- a. Explain the project, the Bidding Process and the Request for Proposals;
- b. Receive questions on the Request for Proposals; and

4.4.2. The pre-bid meeting shall be organized at a date specified in section 04 (Data Sheet).

4.5. Formation and Modification in the Composition of a Consortium

4.5.1. Bidders cannot make Joint Venture / Consortium to meet the requirements of the Request for Proposal.

4.6. Rejection of Proposals

4.6.1. Peshawar Institute of Cardiology PIC-MTI has a discretionary right to reject a Proposal.

Reasons for rejecting a Proposal include, but are not limited to, the following:

- a. The Proposal does not contain all elements defined in the instructions;
- b. The Proposal is not submitted before the Submission Deadline;
- c. The Service provider or the bank which has issued the Bid Security/Performance Security are insolvent or in the process of liquidation or bankruptcy;
- d. Peshawar Institute of Cardiology PIC-MTI becomes aware of facts which can influence the free will of contractual parties.
- e. Received without Bid Security;
- f. The tender document and the bid are unsigned;
- g. The offer is ambiguous;
- h. The offer is conditional/optional i.e., advance payment, or currency fluctuations etc.

- i. The offer is from blacklisted firm in any Federal / Provincial Govt. dept.
- j. Hand written bids shall NOT be accepted; it must be typed.
- k. Only typed tender on original prescribing letter pad, sealed & signed (Every Page) should be submitted. The quoted Price must be preprinted and hand written quoted price will not be acceptable. Optional or double rates for single item is not allowed.

4.6.2. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.

4.6.3. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.

4.6.4. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.

4.6.5. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.

4.6.6. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the PIC Peshawar's future bids.

4.6.7. The Proposal may also be rejected up until signing of the Service Agreement, in case Peshawar Institute of Cardiology PIC-MTI concludes, in its discretionary right, that one of the following applies:

- a. The Proposal does not comply with the objectives of the tender or is not in line with the applicable laws (especially in case the Proposal proposed is not acceptable to Peshawar Institute of Cardiology PIC-MTI in terms of conditions offered or their alignment with applicable laws and existing practice in the Islamic Republic of Pakistan;
- b. There is evidence of collusion/joint agreement between Service providers; There is reason to believe that tender rules have been violated (for example, failure to keep confidential information);
- c. There is evidence that the Service provider is trying to gain advantage over other Service providers in an incorrect manner; or
- d. The Financial Offer varies significantly from the estimate of Peshawar Institute of Cardiology PIC-MTI.

4.6.8. In the event of the rejection of a Proposal, Peshawar Institute of Cardiology PIC-MTI shall inform the relevant Service provider in a written form, in accordance with the applicable laws.

4.7. Cancellation of the Bidding Process and Proclamation of the Bidding Process as Unsuccessful

4.7.1. Peshawar Institute of Cardiology PIC-MTI reserves the right to unilaterally cancel or suspend the Bidding Process at all times. In case of cancellation, Peshawar Institute of Cardiology PIC-MTI will inform the Service providers.

4.7.2. The tender may be cancelled at any time prior to the Submission Deadline at no cost to, if Peshawar Institute of Cardiology PIC-MTI determines that this action is in its best interest or that of the Government of Pakistan/Khyber Pakhtunkhwa. Reasons for cancellation include, but are not limited to:

- a. Changes in the legislative framework in the Islamic Republic of Pakistan, causing the Bidding Process or the Required Services to become impossible, illegal or economically unviable; or
- b. Proposed amendments to the instructions or procedure would be of such magnitude and substance that a new Bidding Process would be desirable.

- 4.7.3. The Bidding Process may be proclaimed unsuccessful at any time after the Submission Deadline, at no cost to Peshawar Institute of Cardiology PIC-MTI, if:
- a. No Proposals have been submitted;
 - b. The Proposals which have been submitted, in the opinion of Peshawar Institute of Cardiology PIC-MTI, do not meet the criteria, goals and requirements of the Bidding Process; or
 - c. The Winning Service provider refuses to sign the Service Agreement in the form offered by Peshawar Institute of Cardiology PIC-MTI.
- 4.7.4. In the event of such rejection of a Proposal, or cancellation or proclamation of the Bidding Process as unsuccessful, no Service provider shall be entitled to any claim whatsoever against Peshawar Institute of Cardiology PIC-MTI or the Government of Pakistan/Khyber Pakhtunkhwa for any costs, expenses or damages resulting directly or indirectly from such cancellation of the Bidding Process or rejection of Proposal.

4.8. Financial Proposal

- 4.8.1. Peshawar Institute of Cardiology PIC-MTI shall evaluate the Financial Proposals and **Contract will be awarded to the technically qualified bidder and lowest in financial.**
- 4.8.2. Financial proposal should be justified/comply to minimum wage/labor law.
- 4.8.3. The quotation received below the minimum wages will be considers as non-responsive

4.9. Signing of the Service Agreement

- 4.9.1. The Winning Service provider shall receive an invitation in form of Letter of Award from Peshawar Institute of Cardiology PIC-MTI with the aim to sign a Service Agreement for Required Services as defined in the Service Agreement. The Winner Service provider shall, within Fourteen days (14) days of receipt of Letter of Award will sign the agreement however, bid security shall not be release and shall be consider as a Performance Security till duration of contract.
- 4.9.2. In the event of a withdrawal by a Winning Service provider, Peshawar Institute of Cardiology PIC-MTI may invite the next Service provider to conclude a Service Agreement for the Required Services.
- 4.9.3. If a Service provider which was invited by Peshawar Institute of Cardiology PIC-MTI to sign a Service Agreement withdraws from the Bidding Process, the Bid Security of the said Service provider shall be forfeited by Peshawar Institute of Cardiology PIC-MTI.

SECTION-05

5. INSTRUCTIONS TO SERVICE PROVIDERS/ BIDDING PROCESS

5.1. General Terms that the Proposal Must Fulfil

- 5.1.1. All elements of the Proposal containing monetary values, whether they apply to business activities in the Islamic Republic of Pakistan or abroad, must be expressed in Pakistani Rupees (PKR).
- 5.1.2. All documents forming part of the Proposal must be written in the English language; copies of legal or similar supporting documents in other languages must be accompanied with a notarized translation.

5.2. Proposal Package

- 5.2.1. The Proposal must be submitted in a master envelope containing two inner envelopes, i.e. the Technical Proposal envelope and the Financial Proposal envelope.
- 5.2.2. The master envelope must be properly sealed and must be marked with:
 - a. The name and the address of the Service provider;
 - b. The warning: “Do not open before <insert Proposal Submission Deadline>”;
 - c. The wording: “Master envelope – Proposal for “**Hiring of Security Services for Peshawar Institute of Cardiology**”. PIC-064

5.3. The Technical Proposal envelope must be marked as “Technical Proposal” and must contain:

- a. One (1) complete original set of the Technical Proposal, clearly marked as “ORIGINAL”; and

5.4. The Financial Proposal envelope must be marked as “Financial Proposal” and must contain:

- a. One (1) complete original set of the Financial Proposal, clearly marked as “ORIGINAL”;
- b. The Financial Offer must be signed and dated by the Authorized Representative

5.5. Submission of Proposal

- 5.5.1. The Proposal must be delivered to Peshawar Institute of Cardiology PIC-MTI, Material Management Department, 1st floor, OPD Block, on or before the submission Date and time (**Proposal Submission Deadline**) at the following address:

Attention: **Hospital Director**
 Peshawar Institute of Cardiology PIC-MTI
Address: Peshawar Institute of Cardiology PIC-MTI, Material Management
 Department, 1st floor, OPD Block.

- 5.5.2. The Proposal must be submitted in person or via registered post mail or via courier, in

closed envelopes. The Proposal shall be considered submitted upon physical receipt by Peshawar Institute of Cardiology PIC-MTI of the master envelope. Peshawar Institute of Cardiology PIC-MTI shall issue a Proposal receipt confirmation, which shall clearly indicate the date and time at which the Proposal was received. Late submission, for whatsoever reason, will not be acceptable.

5.6. Bid Security

5.6.1. Bid Security shall be submitted in original to the amount of PKR. 1,000,000/- from schedule bank of Pakistan excluding microfinance and financial Institutions in favor of “Hospital Director Peshawar Institute of Cardiology”. The bid security shall be submitted from the account of the bidder who submits the bid;

5.6.2. The Bid security shall be forfeited:

- If a bidder withdraws his bid during the period of bid validity mentioned below; or
 - If a bidder doesn't accept the correction of his Bid Price, or
 - In the case of a successful bidder, if he fails to Sign the contract agreement
 - Bid security of the successful bidder shall not be released and will consider as a performance security till the compilation of contract.
- If the first lowest evaluated responsive bidder doesn't comply with section 5.6.2 above than the next lowest evaluated responsive bidder may be award the contract.

5.7. Bid Validity:

- I. The bids should be valid for a period of 120 days.
- II. In exceptional circumstances, PIC Hospital may solicit the Bidder's consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

5.8. Payment:

- 5.8.1. All amounts to be claimed by the Service Provider and to be paid by PIC-MTI for the Services performed by the Service Provider in terms of this Agreement shall be made against invoices to be raised by the Service Provider each month.
- 5.8.2. The Charges shall remain unchanged for the entire Term of this Agreement except with an increase in the minimum wage, provided that any changes in the Charges shall only be made after the mutual agreement, in writing, between the Parties in respect of such change in Charge and procedure.
- 5.8.3. All payments of Charges to be made by PIC-MTI to the Service Provider shall be subject to the deduction of all applicable taxes in accordance with Tax Law of Pakistan unless the

Service Provider produces the original certificate of exemption granted to it under the Laws of Pakistan.

- 5.8.4. PIC-MTI shall not be obliged to pay in respect of any invoice (or any proportion of such invoice) which is disputed by PIC-MTI, pending resolution of such dispute in accordance with this Agreement.
- 5.8.5. PIC-MTI shall be entitled to deduct any amounts payable by Service Provider to PIC-MTI including Liquidated Damages.
- 5.8.6. To the extent that the Services or any additional activities and/or services offered by the Service Provider pursuant to this Agreement are taxable, the Service Provider agrees to bear all Applicable taxes, charges, duties, and/or tariffs by itself.

SECTION-06

6. Eligible bidder/Mandatory documents

6.1. Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached.

S, No	Mandatory Documents
1.	Individual/sole proprietor shall be Pakistani national having CNIC or registered as a firm/company with the registrar of firms or SECP;
2.	Registration of Company with Employment and Old Age Benefit Institute (EOBI)
3.	Registration of Company with Employee Social Security Institute (ESSI)
4.	Valid license issued by the Ministry of Interior, Government of Pakistan, or Home and Tribal Affairs Department of KP for provision of security services (Attach relevant valid license);
5.	The service provider is not blacklisted from any provincial or federal public entity/department. Bidder shall provide an affidavit of such undertaking on judicial paper;
6.	The bidder will provide evidence of all guards being trained on fire arms' use. (Should be provided on bidder letter head)
7.	Integrity Pact should be attached (available on page 25 of the BSD)
8.	<ul style="list-style-type: none">• A certificate that is not in violation of any Law of Pakistan especially laws related to Labor Laws of Pakistan.• Undertaking that the bidder will provide the security to government/autonomous institutes according to the security laws of Pakistan. (Bidder shall provide an affidavit of such undertaking on judicial paper)
9.	Registered with FBR and reflected on the Active Tax Payer List of FBR;
10.	Registered with KPRA for Sales Tax on Services.
11.	Submission of Bid Security in original to the amount of PKR. 1,000,000/- from schedule bank of Pakistan excluding microfinance and financial Institutions in favor of "Hospital Director Peshawar Institute of Cardiology". The bid security shall be submitted from the account of the bidder who submits the bid;

6.2. Evaluation Criteria

6.2.1. Peshawar Institute of Cardiology PIC-MTI shall evaluate the Technical Offers in accordance with the following criteria:

6.2.2. The bids / proposals will be evaluated on the basis of advertisement, bid documents and the point system as specified below.

Total Marks = **(70)**
Passing Marks = **(49)**

S.No	Description	Detail	Marks
1	Company Profile		10
	Age of Company	Firm operating more than 5 years	10
		Firm operating more than 4 years	8
		Firm operating more than 2 years	4
2	Experience		20
	Relevant Experience (Hospital)	Experience Record five (05) projects of similar nature (mechanized services offered in hospitals). (Each hospital carries 02 marks)	10
	General Experience	Experience Record five (05) projects of similar nature (mechanized services offered in other than hospitals) (Each institute carries 02 marks)	10
All the project(s) must be supported by documentary evidence i.e. Acceptance letter/work order/Contract Agreement & Completion, duly signed by concerned Authorities. In case of failure, no marks will be awarded Note. Performance Certificates certificate duly signed, stamp on the letter head of the concerned hospital/department should be attached.			
3	Weapon and ammunition with license		10
	Weapon and ammunition with license should be attached)	<ul style="list-style-type: none"> 12 bore (Nos. 10 with copies of License) Pistol (Nos. 10 with copies of License) 	5
		Valid Licenses should be in the name of Bidder (Copies should be attached)	5
4	Human Resource capabilities		15
		20 EX-Army retired Personnel (Copies of the discharge/pension book should be attached) Each carry 0.5 marks	10
	Trained / Certified personnel	10 Certified/Trained Personnel (Copies of the certificate should be attached) Each carry 0.5 marks (Issued by registered institute)	05
5	Financial Capabilities		10
	Turnover in Millions (Last One 1 Year)	<ul style="list-style-type: none"> 101 million and above 71- 100 million 41-70 million Less then 41 million (signed Audit Report Should be attached)	10 7 05 00

6	Local/ Regional Office		02
	Firm's office	Availability of Office /Workshop in Peshawar.	02
7	Certificate		03
	ISO Certified firm/company	ISO 9001:2015	03
	Total Marks		70
	Qualifying Marks		49

1. FINANCIAL CRITERIA

S #	PARAMETERS	SUB-PARAMETERS	
		The bidder found to be the technically qualified and lowest in price will be consider as the successful bidder.	

Note: Financial proposal should be justified/comply to minimum wage/labor law.

The quotation received below the minimum wages will be considers as non-responsive

SECTION-07

7. GENERAL MATTERS

7.1. Contract Duration:.

The contract duration shall be for a period of three (03) year starting from signing of the Contract and the initial six (06) months shall be consider as probation period. During the probation period the performance of the service provider shall be monitored upon unsatisfactory performance the contact agreement may be terminated. and it may be renewed/extend for further periods of Two (02) years on yearly basis on the same Terms and Conditions mutually agreed upon by the concerned parties.

7.2. Responsibility of Service providers

7.2.1. Notwithstanding any information given in the RFP and any additional communication from Peshawar Institute of Cardiology PIC-MTI, including supplemental notices and bid bulletins, it is the sole responsibility of any Service provider to:

- i. be fully acquainted with the laws, requirements, terms, and conditions of the Bidding Process;
- ii. examine all the bidding documentation, including all instructions, annexes, forms, terms and specifications; and
- iii. familiarize itself with all existing laws acts, rules, and ordinances of Islamic Republic of Pakistan, whether national or local, which may affect the provision of the Required Services.

7.2.2. The service provider shall ensure effective control against;

- a) Damage to property
- b) Theft/pilfering at the property
- c) Injuries and accidents, any act of violation
- d) Sabotage, arson and undercover activities
- e) Ensure that all security personal are alert, punctual physical fit without any physical or mental abnormalities expertise and experience to satisfy requirements of security job.
- f) Be responsible to send replacement immediately if the assigned to them during the performance of their duties within the scope of this agreement.

7.2.3. Approx. 100 security personnel (male & female) required and the number can be increase or decrease according to requirement of the hospital.

7.2.4. The Service Provider shall ensure timely payment/salaries to the Personnel, no later than 05th days from the start of the month irrespective of payment made by PIC-MTI and shall furnish such proof with Monthly Invoice.

7.2.5. The Service provider shall ensure the minimum wage payment/salaries as per the notification of Govt.

7.2.6. The Service Provider shall ensure that it will not violate any Law of Pakistan especially laws related to Labour Laws of Pakistan.

7.2.7. Unless directed by the PIC-MTI, shall continue the Services uninterruptedly despite strikes,

threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental);

7.2.8. Engage and supervise the staff and provide all resources necessary to complete the Services;

7.2.9. The service provider will be responsible to provide complete profile of all the deployed guards which include medical certificate, police clearance certificate, educational documents and experience certificate.

7.2.10. The service provider will also appoint a senior person at PIC-MTI to address day to day problems and emergent situation.

7.2.11. The guards to be deputed by service provider shall exclusively perform their duties at the premises of the PIC-MTI and shall not be employed anywhere else

7.2.12. PIC-MTI shall have full authority over the deployment of the guards and shall be independent in working out a duty Schedule and their working time

7.2.13. Be responsible for all acts done by the Personnel engaged by Service Provider. The Service Provider shall at all-time use all reasonable efforts to maintain discipline and good order amongst its Personnel and ensure that all its Personnel follow the code of conduct prescribed by the PIC-MTI;

7.2.14. Ensure that it has proper License/permission, authorization, approval, and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, to perform Security Services;

7.2.15. Ensure compliance with all the Applicable Laws, Rules, and Regulations (including instructions of the PIC-MTI), which are applied to the Service Provider or Personnel deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance, or implementation or non-implementation;

7.2.16. Be responsible for Personnel liabilities arising out of or specified by Applicable Laws;

7.2.17. security Personnel having minimum qualification of Matric;

7.2.18. shall pay/transfer salaries to personnel working in PIC-MTI through banking channel.

7.2.19. Shall provide water proof umbrella with Iron Standing Base and Heavy Base For Floor Support./cabin for security guards where require.

7.2.20. Shall provide EOBI and ESSI challan with monthly invoice.

7.3. Specific Obligation

The Service Provider shall:

7.3.1. Be responsible for the safety and security of pieces of equipment, furniture, appliances, infrastructure, and all allied facilities within the vicinity of the PIC-MTI Building;

7.3.2. **adhere to the prevailing labour laws including but not limited to Minimum wages,**

social security & employee old age benefits etc. The PIC-MTI reserves the right to seek proof if the same is being paid to the personnel as and when required, the failure of which can lead to the Termination of the Contract, forfeiture of Performance Guarantee/Security and remaining invoices amounts may be distributed to Security Staff of the Service Provider or may impose liquidity damages as describe in agreement

- 7.3.3. Recognize and respond to security threats and breaches;
- 7.3.4. Prepare a security plan and security Personnel deployment plan;
- 7.3.5. Ensure access control procedures for vehicular traffic to the PIC-MTI building. Control, Personnel and curb unauthorized access of vehicles. Permit entry to the PIC-MTI building per SOP issued by the PIC-MTI. In this regard the Service Provider shall:
- 7.3.6. Conduct a thorough examination of the vehicle(s)/person(s) entering the PIC-MTI building and its premises, with inspection mirrors and handheld metal detectors;
- 7.3.7. Safe Personnel moveable and immoveable property against theft, damage, and misuse. Damage shall include setting up banners, posters, advertisements, graffiti, etc. without the PIC-MTI's permission;
- 7.3.8. Provide registers and maintain a logbook and excel database record in a specified format and submit according to the schedule mentioned in the SOP issued by the PIC-MTI:
 - a) All movable items are brought in or out from the PIC-MTI building.
 - b) All security violations and report occurrences to the PIC-MTI.
 - c) All vehicle(s).
- 7.3.9. Effectively patrol the PIC-MTI building from inside/outside with sufficient frequency round the clock to prevent trespassing, theft, vandalism, sabotage, and to catch culprits, etc.;
- 7.3.10. Immediately inform the PIC-MTI (Manager Security) in case an abnormality is observed, follow the instructions passed from the PIC-MTI (Manager Security), and provide feedback accordingly until the matter is resolved;
- 7.3.11. Ensure that all security staff must wear a specific Uniform. The Service Provider shall provide seasonal Uniforms and weather-appropriate protective gear to his staff to carry out the continuous performance of contract requirements. The following shall be a mandatory part of a Uniform:
 - a) Blue trouser
 - b) Shirt full sleeves in Winter and half sleeve T-shirt for summer
 - c) Sweater or Jacket for the winter season of design approved by PIC-MTI
 - d) Properly displayed ID card
 - e) Waist Belt
 - f) Belt-case to carry necessary equipment required to perform security duties
 - g) A raincoat for performing duty in rainy weather conditions

- h) Official Cap
- i) Whistle
- j) Long collar polished shoes.

7.3.12. Ensure that the age limit of Security Personnel is restricted between 25 to 55 years;

7.3.13. Ensure that no security Personnel leave premises assigned unless properly relieved by the next security Personnel and provide an immediate replacement where required; and

7.3.14. Ensure that the Security Personnel check all doors that are locked, inspect all areas by turning on a minimum number of lights, and check for open windows/doors, running or dripping water during non-operational hours.

7.4. EQUIPMENT OBLIGATIONS

7.4.1. The Service Provider shall at minimum have the following Equipment during the currency of the agreement for the efficient performance of security duties/responsibilities. The Service Provider shall be responsible for flashlights, cellular phones, chargers, metal detectors, nightsticks, and other related equipment to comply with the scope of the Services;

Sr.No	Equipment	Minimum Requirement
1	Inspection Mirror with a flashlight	02
2	Locker for arms	02
3	Whistle	All Personnel
4	Raincoat	All Personnel
5	Uniform	All Personnel
6	Walkie Talkie	10
7	fully automatic refile /12 bore/222	07
8	Lethal Arm (Pistol) with 30 rounds of ammunition in a bandolier	03

7.5. Confidentiality

7.5.1. Information relating to the examination, clarification, evaluation and recommendation for the Service providers shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Peshawar Institute of Cardiology PIC-MTI in relation to or matters arising out of, or concerning the Bidding Process.

7.5.2. Peshawar Institute of Cardiology PIC-MTI shall treat all information submitted as part of the Proposal in confidence and shall require all those who have access to such material to treat the same in confidence.

7.5.3. Peshawar Institute of Cardiology PIC-MTI shall not reveal any such information, unless it

is directed to do so by any statutory body that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory body and/or Peshawar Institute of Cardiology PIC-MTI.

7.6. Proprietary Data

- 7.6.1. All documents and other information supplied by Peshawar Institute of Cardiology PIC-MTI or submitted by a Service provider to Peshawar Institute of Cardiology PIC-MTI shall remain or become the property of Peshawar Institute of Cardiology PIC-MTI.
- 7.6.2. Service providers must treat all information related to the Bidding Process as strictly confidential and must not use it for any purpose other than for preparation and submission of a Proposal.
- 7.6.3. Peshawar Institute of Cardiology PIC-MTI will not return any Proposal or any information provided along therewith except unopened Financial Proposal.

7.7. Fraud and Corruption

- 7.7.1. It is Peshawar Institute of Cardiology PIC-MTI policy to require that procuring entities and employers (including beneficiaries of public funds), as well as Service providers, suppliers and contractors under PPP or Public-funded contract, observe the highest standard of ethics during the procurement and execution of such contracts.
- 7.7.2. In pursuit of this policy, Peshawar Institute of Cardiology PIC-MTI:

- a. defines, for the purposes of this provision, the terms set forth below as follows:

Coercion means harming or threatening to harm, directly or indirectly, persons, or their property to influence their involvement in the Bidding Process, or affect the execution of the Service Agreement.

Collusion means a scheme or arrangement between two or more Service providers, with or without the knowledge of the government, designed to establish financial offers or prices at artificial, non-competitive levels.

Corrupt Practice means the offering, giving, receiving, or soliciting, of anything of value to influence the action of a public official in the Bidding Process or in contract execution and includes inter alia bribery, extortion or coercion, which involves threats of injury to person, property or reputation.

Fraudulent Practice means a misrepresentation of facts in order to influence the Bidding Process or the execution of a contract to the detriment of the procuring entity, and includes collusive practices among Service providers (prior to or after the submission of Proposals) designed to establish bid prices at artificial, non- competitive levels and to deprive the procuring entity of the benefits of free and open competition.

Restrictive Practice means any act, scheme, plan or agreement such as forming a group, clique, cartel, trust, syndicate, combine, pool and the like or arriving at any understanding or arrangement among Service providers, Consortium Members, Subcontractors, or the Affiliates of any of these entities, with the objective of restricting, subverting or manipulating a full and fair competition in the Bidding Process.

Undesirable Practice means (i) establishing contact with any person connected with or employed or engaged by Peshawar Institute of Cardiology PIC-MTI with the objective of canvassing or lobbying or (ii) in any manner influencing or attempting to influence the Bidding Process.

- a. will exclude from the Bidding Process any Service provider found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Services; and
- b. will denounce to relevant authorities any Service provider found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Service, which may result in the Service Agreement being cancelled and/or such Service provider incurring civil and criminal liability under the applicable laws and regulations and being declared ineligible, for a period of ten (10) years, to be awarded any public-funded contract in the Islamic Republic of Pakistan.

7.8. Governing Law and Rules

7.8.1. The provisions of Islamic Republic of Pakistan shall govern all matters relating to this RFP.

Schedule 1 Technical Proposal Submission Letter

To be submitted by the Service provider on the letterhead of the firm/company

I, (name), (citizenship), of legal age, with office address at (address), as the Authorized Representative of (name of Service provider), hereby certify for and on behalf of (name of Service provider) that:

1. (Name of Service provider) is bidding for the provision of the Required Services for **Hiring of Security Services for Peshawar Institute of Cardiology** and hereby submitting its Proposal, which shall remain valid and binding upon (name of Service provider) for a period of one hundred eighty (180) days from the Proposal Submission Date;
2. (name of Service provider) authorizes Peshawar Institute of Cardiology PIC-MTI to conduct any inquiries or investigations to verify the statements, documents, and information submitted in its Proposal, and to seek clarification from its clients and bankers regarding any technical and financial aspects; (name of Service provider) also permits third parties to supply information required to verify statements and information submitted in its Proposal;
3. (name of Service provider) acknowledges the right of Peshawar Institute of Cardiology PIC-MTI to reject its Proposal and to cancel the Bidding Process at any time, without incurring any liability, and accepts all the terms and conditions of the Request for Proposals;
4. (name of Service provider), have not at any time during the Bidding Process engaged in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practices, nor have a Conflict of Interest;
5. (name of Service provider) waives any right to and shall not seek or obtain any restraining order, writ of injunction or prohibition or any other form of coercive judicial, quasi-judicial or administrative writ, process or issuance against Peshawar Institute of Cardiology PIC-MTI inconvenient the Bidding Process; and
6. (name of Service provider) acknowledges that Peshawar Institute of Cardiology PIC-MTI is undertaking this Bidding Process in the performance of its functions to ensure the provision of a critical basic necessity and that, therefore, the provision of the Required Services is of paramount public interest and importance and that Peshawar Institute of Cardiology PIC-MTI will suffer serious and irreparable damage on account of any breach by (name of Service provider) of these undertakings, and agree that the breach of these undertakings shall result in (name of Service provider)'s automatic disqualification from the Bidding Process.

For and on behalf of (name of Service provider)

(signature of Authorized Representative)

(name, title and date)

Schedule 2 Financial Offer Form

To be submitted by the Service provider

I, (name), (citizenship), of legal age, with office address at (address), as the Authorized Representative of (name of Service provider), hereby declare for and on behalf of (name of Service provider) that:

1. (name of Service provider) has examined the information provided in the Request for Proposals (including annexures) and the Service Agreement;
1. (name of Service provider) has examined the specifications of Equipment and made all due diligence in estimation of all operation and maintenance costs of the Equipment and allied services under the Agreement;
2. (name of Service provider) hereby submits its Financial Proposal, which includes cost of all services mentioned in RFP, Service Agreement and its attachment (Annexures), which shall remain valid and binding upon (name of Service provider) for a period of one hundred eighty (180) days from the Proposal Submission Date; and
3. The Monthly Service charge offered by (name of Service provider) is of an amount of (amount in words) Pakistani Rupees (PKR (amount in numbers)).

S/ No.	Description	Monthly Service Charges per person in PKR without Taxes	Monthly Service Charges per person in PKR with all Applicable taxes and all charges
1	Monthly Charges Per Person for all services mentioned in RFP,		

Note: Financial proposal should be justified/comply to minimum wage/labor law.

The quotation received below the minimum wages will be considers as non-responsive

For and on behalf of (name of Service provider)

(signature of Authorized Representative)

(name, title and date)

Schedule 3 Affidavit of Integrity Pact

DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS OF GOODS, SERVICES & WORKS

[Name of service provider/operator] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of KPK (GoKPK) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoKPK) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of service provider/operator] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKPK, except that which has been expressly declared pursuant hereto.

[Name of service provider/operator] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKPK and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of service provider/operator] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoKPK under any law, contract or other instrument, be voidable at the option of GoKPK.

Notwithstanding any rights and remedies exercised by GoKPK in this regard, [Name of service provider/operator] agrees to indemnify GoKPK for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKPK in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of service provider/operator] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKPK.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 2022

INVITATION FOR BIDS

REF No. PIC-064

1. Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment.
2. Peshawar Institute of Cardiology (PIC-MTI) invites sealed Bids from eligible bidder registered with FBR for Income Tax, Sales Tax and KPRA and reflected on Active Tax Payer (ATL) list of FBR for the Below mentioned Item. Detailed of items, specification, submission, Opening and method of evaluation is provided in bidding documents. Bid Security/earnest money is required to be submitted in shape of Call Deposit Receipt (CDR)/Bank Guarantee from schedule bank of Pakistan in favour Hospital Director Peshawar Institute of Cardiology

Sr#	Name of item	Tender Process	Bid Security (PKR)
1	Medical Gases	Single Stage Two Envelope	1,000,000
2	Hiring of Janitorial Services		
3	Hiring of Security Services		

3. Only typed bids on original letter pad, sealed & signed shall be submitted, hand written tender shall not be acceptable. The tenders must be according to hospital specification; alternate rates will not be acceptable.
4. Income Tax, stamp duty, General Sales Tax (GST), KPRA and Professional Tax or any other Government tax will be charged as per rules. The quoted prices should include all the taxes.
5. A complete set of Standard Bidding Document may be downloaded by interested Bidder from websites of Peshawar Institute of Cardiology (PIC-MTI) (<https://pic.edu.pk/tenders>) after publication of this advertisement in the newspaper till last day for submission of Bid.
6. Procurements will be carried out as per Act and Rules of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).
7. A bid accompanied by Pay Order (PO) shall be rejected.
8. A Pre-Bid Meeting will be held on **May 09th, 2023 at 10:00 AM (PST)** at the office of the Manager Material Management, 1st Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI). Prospective Bidder are encouraged to attend the meeting.
9. Bids are to be delivered to the office of the Manager Material Management, 1st Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI) on or before **May 18th, 2023 at 11:00 AM (PST)**.
10. Bids shall be opened on the **same day at 11:30 AM (PST)** in the presence of bidders who choose to attend.
11. The advertisement is also available both on the websites of Peshawar Institute of Cardiology (PIC- MTI) (<http://pic.edu.pk>) and KPPRA (<http://kppra.gov.pk>).
12. Peshawar Institute of Cardiology (PIC-MTI) reserves the right to cancel any or all bids by assigning cogent reason under Rule 47 Khyber Pakhtunkhwa public procurement Regulatory Authority.

Hospital Director
Peshawar Institute of Cardiology (PIC-MTI)
5-A, Sector B-3, Phase-V, Hayatabad, Peshawar,
Ph: +92 91 9219645.

1. BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR

Conditions for Blacklisting of Defaulted Bidder/Contractor under rule 44 of KPPRA Rules 2014

The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

Consistent failure to provide satisfactory performances.

- a. Found involved in corrupt/fraudulent practices.
- b. Abandoned the place of work permanently.

Procedure for blacklisting and debarment

1. Competent authority of Peshawar Institute of Cardiology may on information, or on its own motion, issue show cause notice to the bidder.
2. The showcase notice shall contain the statement of allegation against the Bidder.
3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.
5. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
6. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
7. The order of competent authority shall be communicated to the bidder by indicating reasons.
8. The order past as above shall be duly conveyed to the PKPRA and defaulting bidder within three days of passing order.

DRAFT SERVICES AGREEMENT IS ATTACHED BELOW FORM

DRAFT SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made at Peshawar on this..... day of July, 2023 (“this Agreement”),

BY & BETWEEN

Peshawar Institute of Cardiology (“PIC-MTI”), a Hospital existing under the laws of Pakistan, has its registered office 5-A, Sector B-3, Phase-V Hayatabad, Peshawar, Pakistan (hereinafter referred to as “**the PIC-MTI**”, which expression shall, where the context so admits, be deemed to include its authorised representatives, successors in interest, executors and permitted assigns) of the **First Part**;

AND

<Insert name of Firm/Individual>, a company incorporated in [.....], with company registration no. [.....] and whose registered address is at [.....] (hereinafter referred to as “**the Service Provider**”, which expression, where the context so admits, shall include its successors in title and permitted assigns) of the Other Part.

(All capitalised terms used herein shall have the same meaning ascribed to them in Article 1.1, unless otherwise specified.)

RECITALS

WHEREAS:

- A. Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment. PIC-MTI intends to hire a Service Provider for the “**Security Services of Peshawar Institute of Cardiology PIC-MTI at Hayatabad**” and other related activities (hereinafter the “Services”). PIC-MTI intends to enter into Agreement with a suitable Service Provider, selected through a competitive bidding process, who will provide Services as part of the Agreement.
- B. The Service Provider has submitted a bid to PIC-MTI with the Proposal and has represented that it is possessed of the necessary skills, knowledge, equipment, experiences, capabilities, and qualified personnel requisite for performing the Services and matters ancillary and incidental to the provision of Services, and that it is in a position to provide the Services in a more effective and efficient manner whereby the PIC-MTI’s Services and other related activities can be achieved in a more timely and efficient manner (hereinafter referred to as the “Service Provider’s Representation”).
- C. Based on the Proposal and Service Provider’s Representation, the Service Provider has offered to PIC-MTI for the provision of Services and PIC-MTI, with a view to achieving the Services in a timely and efficient manner and relying upon the Service Provider’s Representation, is keen to accept the offer of the Service Provider on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and agreements of the Parties expressed herein, the Parties agree as follows:

ARTICLE – I
DEFINITIONS & RULES OF INTERPRETATION

1.1. DEFINITIONS:

In this Agreement, the capitalised terms shall, unless otherwise specified, have the meaning ascribed to them as under:

- 1) “**Agreement**” shall mean this agreement between PIC-MTI and the Service Provider, as amended from time to time.
- 2) “**Breach**” shall have the same meaning ascribed to it in Clause 108.1.

- 3) **“Charges”** shall have the same meaning ascribed to it in Article 4.1.
- 4) **“Commencement Date”** means the date on which the Services shall commence as notified by PIC-MTI by way of Service Notice.
- 5) **“PIC-MTI’s Representative”** shall mean the person or persons appointed by PIC-MTI from time to time as its representatives by virtue of the Instructions.
- 6) **“Consents”** shall mean all approvals, consents, authorisations, notifications, concessions, acknowledgments, licenses, permits, decisions, or similar items required to be obtained under the Laws of Pakistan.
- 7) **“Service Provider’s Representative”** shall mean the person or persons appointed by the Service Provider from time to time as its representative to receive the Instructions and other correspondence from PIC-MTI.
- 8) **“Day”** shall mean the time from 0000hours to midnight according to the Pakistan Standard Time.
- 9) **“Effective Date”** shall mean the date of signature on the agreement.
- 10) **“Instructions”** shall mean the instructions and directions given by PIC-MTI from time to time to the Service Provider for the purposes of this Agreement and which shall become an integral part of this Agreement.
- 11) **“Licence”** means any license, consent, or permit required by the Service Provider from the Government of Pakistan or Government of Khyber Pakhtunkhwa or as the case may be to enable it to provide the Services under the Agreement.
- 12) **“Liquidated Damages”** means the amounts to be deducted from the monthly invoice of Service Provider pursuant to particular service level failures as set out in the Operational Specification Schedule / Services.
- 13) **“Laws of Pakistan or Applicable Laws”** shall mean the Constitution of the Islamic Republic of Pakistan, 1973, the federal, provincial and local laws of Pakistan, including all orders, rules, regulations, statutory rules and regulatory orders “S.R.O.’s”, executive orders, decrees, policies, judicial decisions, notifications, guidelines, or other similar directives issued pursuant thereto, as any of the foregoing may be in effect or amended from time to time, including, without limitation, the labour laws of Pakistan.
- 14) **“Monthly Invoice”** shall mean an invoice on letterhead of the Service Provider to be raised in a month against Services.
- 15) **“Parties”** shall mean collectively PIC-MTI and the Service Provider and the term “Party” shall mean any one of them, as the context so requires.
- 16) **“Personnel”** shall mean the personnel employed or otherwise engaged by the Service Provider to perform the Services hereunder.
- 17) **“PKR”** shall mean the official currency of Pakistan and the term “Rupees” shall mean accordingly.
- 18) **“Services”** shall mean the services which are set out in Appendix – A of this Agreement
- 19) **“Term”** shall have the same meaning ascribed to it in Clause 2.5.
- 20) **“Peshawar Institute of Cardiology Building”** means The area where Services are to be provided includes PIC-MTI Building (the area inside the boundary wall).
- 21) **“Uniform”** means the uniform to be worn by those Employees of the Service Provider required to fulfill their duties in view of members of the public, as prescribed in the Operational Specifications Schedule and includes the name tag issued to each Employee by Service Provider.

ARTICLE – II TERM OF THE AGREEMENT

- 2.1 This Agreement shall come into full force and effect on the day of July, 2023 and shall remain in full force and effect up to(month).....(year), (hereinafter, “the Term”), unless terminated earlier in terms of Article XII.

2.2 The defined words and expressions set out in Clause 1.1 [Definitions] hereof and the provisions relating to the construction and interpretation of the Agreement set out in Clause **Error! Reference source not found.** [Rules of Interpretation] hereof shall apply to the Agreement.

2.3 The following documents shall be deemed to form an integral part of this Contract:

- a) After pre-bid Request for proposal (RFP)
- b) Appendix-A
- c) Appendix-B [Charges]
- d) Letter of Award;
- e) Financial Proposal
- f) Annexes

2.4 Effect of this Agreement

The Parties hereby agree that this Agreement shall immediately be binding on them as of the Effective Date.

2.5 Commencement of the Services and Term

The Service Provider shall provide the Services from the Commencement Date until the Termination Date. Unless this Agreement is earlier terminated, the Service Provider shall continuously provide the Services contemplated under this Agreement (as may be amended pursuant to its terms) for a term of one (01) years commencing from the Commencement Date or other such times agreed between Parties.

**ARTICLE – III
THE SERVICES**

3.1 The Service Provider shall perform the Services in strict compliance with the terms of this Agreement; with the utmost diligence and efficiency; to the highest professional standards of workmanship; and, in strict accordance with the Instructions. The Service Provider shall observe sound and good practices prevalent in the Service Provider's industry and employ required software, Uniform, weapon, equipment, and methods, and shall employ the Personnel who are suitably qualified and experienced, commensurate with the tasks assigned to them by the Service Provider (in respect of the Services), all in accordance with the Laws of Pakistan.

3.2 The Service Provider understands and agrees that PIC-MTI has relied upon the Service Provider's Representation and that the Service Provider shall be principally responsible for the provision of Services to successfully ensure the delivery of the Services in a timely and efficient manner.

3.3 Without prejudice to the generality of the above, the Service Provider shall provide the Services to PIC-MTI, as per the description set out in - **Appendix A** of this Agreement. The Services being provided by the Service Provider shall, in addition to the requirements and description set out in **Appendix A**, comply with the professional standards in the Service Provider's industry, the PIC-MTI's express and implied Instructions, regarding the quality of the Services and the timelines in which Services are to be completed and the Service Provider's Representation.

**ARTICLE – IV
PAYMENT OF CHARGES & TAXES**

4.1 **CHARGES:** The price for the purposes of this Agreement for Services and/or the additional services shall be in accordance with the charges set out in **Appendix-B** (hereinafter, "the **Charges**").

4.1.1 The Charges shall remain unchanged for the entire Term of this Agreement except with an increase in the minimum wage, provided that any changes in the Charges shall only be made after the mutual agreement, in writing, between the Parties in respect of such change in Charge and procedure as defined in **Appendix-B**.

- 4.1.2 All payments of Charges to be made by PIC-MTI to the Service Provider shall be subject to the deduction of all applicable taxes in accordance with Tax Law of Pakistan unless the Service Provider produces the original certificate of exemption granted to it under the Laws of Pakistan.
- 4.1.3 The service provider shall Pay/transfer salaries to their personnel through banking channel and record will be attached with monthly invoice.
- 4.1.4 PIC-MTI shall not be obliged to pay in respect of any invoice (or any proportion of such invoice) which is disputed by PIC-MTI, pending resolution of such dispute in accordance with this Agreement.
- 4.1.5 PIC-MTI shall be entitled to deduct any amounts payable by Service Provider to PIC-MTI including Liquidated Damages.
- 4.1.6 If PIC-MTI failed to pay the monthly charges as per the agreed schedule, the Services Provider will pay the salaries to its employee by 5th of every month without waiting for monthly invoice clearance

ARTICLE – V PERSONNEL

- 5.1 The Service Provider shall ensure that during the entire currency of this Agreement, it has a proper structure in place for the proper and timely performance of the Services in terms of this Agreement. The Service Provider shall ensure that the Services are carried out by the Personnel on a day to day basis as per the timetable communicated by PIC-MTI to the Service Provider from time to time.
- 5.2 The Service Provider shall be responsible and accountable to PIC-MTI, in terms of this Agreement, for all actions of the Personnel including, inter alia, ensuring that the Personnel perform the Services and/or additional services in a manner as to avoid disputes, infractions, infringement, lapses, interference, and delays. The Service Provider shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the Personnel.

ARTICLE – VI REPRESENTATION AND WARRANTIES

- 6.1 The Service Provider represents, warrants, and undertakes that:
 - 6.1.1 it shall discharge its obligations in the provision of the Services with all reasonable skill and care in accordance with good industry practice;
 - 6.1.2 any non-conformity of the Services notified to it shall be rectified within a time-scale acceptable to PIC-MTI, which shall not exceed seven (07) Days or any other time as agreed to between the Parties in writing or specified in Appendix-B;
 - 6.1.3 it will neither do nor omit to do anything which results or in the reasonable opinion of PIC-MTI may result, in damage to the reputation, good name, and market perception of PIC-MTI;
 - 6.1.4 all information disclosed by or on behalf of the Service Provider to PIC-MTI is true, complete, and accurate in all material respects and the Service Provider is not aware of any material facts or circumstances not disclosed to PIC-MTI which would, if disclosed, be likely to have an adverse effect on PIC-MTI's decision (acting reasonably) to award this Agreement to the Service Provider;
 - 6.1.5 all insurance premiums in respect of insurance obligations placed on the Service Provider in accordance with this Agreement have been timely paid and none are in arrears.

ARTICLE – VII FORCE MAJEURE

7.1 **Definition:** A “Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party of its obligations or the enjoyment by that Party of its rights under or pursuant to this Agreement; provided, however, that such event or circumstance or combination of events or circumstances shall not constitute a “Force Majeure Event” hereunder to the extent that it or such material and adverse effect could have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities which are within the affected Party’s power and resources to protect the Project from a casualty or other reasonably foreseeable event which are reasonable in light of the likelihood of such event, the probable effect of such event if it should occur and the likely efficacy of such protection measures. Without limiting the generality of the foregoing, “Force Majeure Events” hereunder shall include each of the following events and circumstances, but only to the extent that each satisfies the above requirements:

- 7.1.1 political events that occur inside or directly involve Pakistan (each, a “Pakistan Political Force Majeure Event”),
- 7.1.2 any act of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, or sabotage;
- 7.1.3 other events beyond the reasonable control of the affected Party (each an “Other Force Majeure Event”), including, but not limited to:
 - i. lightning, earthquake, tsunami, drought, flood, torrential rain, storm, cyclone, typhoon, or tornado;
 - ii. fire, explosion, or chemical contamination (other than resulting from an act referred to in Clause **Error! Reference source not found.**, in which case it shall be a Pakistan Political Force Majeure Event);
 - iii. epidemic or plague;
 - iv. a Lapse of Consent unless such Lapse of Consent is a Pakistan Political Force Majeure Event;

7.2 **Notification Obligations:**

- 7.2.1 If by reason of a Force Majeure Event a Party is wholly or partially unable to carry out its obligations under this Agreement, the affected Party shall:
 - i. give the other Party notice of the Force Majeure Event as soon as practicable, but in any event, no later than the later of three (3) Days after the affected Party becomes aware of the occurrence of the Force Majeure Event or one (1) Day after the resumption of any means of providing notice between the Parties, and
 - ii. give the other Party a second notice, describing the Force Majeure Event(s) in reasonable detail and, to the extent that can be reasonably determined at the time of the second notice, providing a preliminary evaluation of the obligations affected, a preliminary estimate of the period of time that the affected Party will be unable to perform such obligations and other relevant matters as soon as practicable, but in any event not later than seven (7) Days after the initial notice of the occurrence of the Force Majeure Event(s) is given by the affected Party. When appropriate or when reasonably requested to do so by the other Party, the affected Party shall provide further notices to the other Party more fully describing the Force Majeure Event(s) and its cause(s) and providing or

updating information relating to the efforts of the affected Party to avoid and/or to mitigate the effect(s) thereof and estimates, to the extent practicable, of the time that the affected Party reasonably expects it will be unable to carry out any of its affected obligations due to the Force Majeure Event(s).

7.2.2 Failure by the affected Party to give written notice of a Force Majeure Event to the other Party within the three (3) Day period or the one (1) Day period required by Clause 7.2 shall not prevent the affected Party from giving such notice at a later time; provided, however, that in such case the affected Party shall not be excused pursuant to Clause 7.3 for any failure or delay in complying with its obligations under or pursuant to this Agreement until the notice required by Clause **Error! Reference source not found.** has been given. If said notice is given within the three (3) Day period or one (1) Day period required by Clause 7.2.1, the affected Party shall be excused for such failure or delay pursuant to Clause **Error! Reference source not found.** from the date of commencement of the relevant Force Majeure Event.

7.3 **Termination For Force Majeure Event:** Should a Force Majeure Event or the direct consequence thereof persist for a continuous period of sixty (60) Days or should a Force Majeure Event, together with other Force Majeure Events (or the direct consequences thereof) originating from the same or related circumstances and which have occurred in the preceding two (2) Years, have persisted for an aggregate of ninety (90) Days, then either Party may, upon giving the other a thirty (30) Day notice to terminate, Terminate this Agreement and the Parties shall consequently be excused from performing their obligations in terms of this Agreement, unless the Force Majeure Event (and the direct consequence thereof) has at the expiry of the said thirty (30) Day period ceased to exist.

**ARTICLE – VIII
TERMINATION**

8.1 Notwithstanding anything contained elsewhere in this Agreement, this Agreement may be terminated forthwith by PIC-MTI by giving notice of 30 days or less if the Service Provider commits a material breach. For the purposes of this Clause 8.1, the term “material breach” shall mean to include:

- 8.1.1 delegates, cedes, or sub-contracts this Agreement or part thereof in contravention of the provision hereof without having obtained PIC-MTI’s prior written consent; and/or
- 8.1.2 fails to obtain or maintain as required any of necessary operating licenses to be used in the rendering of the Services or has such necessary licenses withdrawn, cancelled, suspended or revoked; and/or
- 8.1.3 violates or attempts to violate any Applicable Law or otherwise commits any criminal act; and/or
- 8.1.4 Abandons, suspend services, or otherwise repudiates the Services or any of its obligations under this Agreement; and/or
- 8.1.5 if the Service Provider has failed to perform the Services in accordance with the terms of this Agreement for a period of three (03) days; and/or
- 8.1.6 Liquidated Damages imposed by Service Provider are continuously 10 % of the monthly invoice consecutively for a few months.

8.2 Any expiry of or termination of this Agreement (howsoever arising) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement.

ARTICLE – IX CONFIDENTIALITY

- 9.1 For the purposes of this **Article IX “Confidential Information”** means in respect of PIC-MTI (the “**Disclosing Party**”) any information that relates to the Disclosing Party’s business, products, financial and management affairs, price lists, suppliers, employees, or authorised agents, plans, proposals, strategies, technical processes, computer software, and systems or trade secrets, and the Data, which comes into the possession of the Service Provider (the “**Receiving Party**”) by virtue of this Agreement and which the Disclosing Party regards, or could reasonably be expected to regard, as confidential, in each case whether written or oral and in whatever medium and whether or not marked in writing as “confidential”, and any and all information which has been or may be derived or obtained from or which otherwise reflects such information.
- 9.2 The Receiving Party shall at all times, both while this Agreement remains in force and thereafter:
- 10.2.1 keep the Confidential Information of the Disclosing Party confidential;
- 11.2.3 not disclose it to any third party without the prior written consent of the Disclosing Party.

ARTICLE – X COMPLIANCE WITH THE LAWS OF PAKISTAN

- 10.1 The Service Provider hereby represents, warrants and agrees that in the performance of the Services and its other obligations under this Agreement it has complied with and will comply with any and all applicable Laws of Pakistan including, without limitation, Governmental regulations, rules, bye-laws, rulings, decrees and orders and that if it should be determined that the Service Provider has violated any of the foregoing, the Service Provider shall save PIC-MTI harmless from all expenses, damages or penalties resulting from any violation thereof committed by the Service Provider or the Personnel in the performance of their obligations under this Agreement.
- 10.2 The Service Provider shall, at its cost, acquire, obtain and maintain in full force and effect all permits, approvals, sanctions, and licences from all local, municipal, Provincial, or Federal Government authorities or public service undertakings or professional bodies or other relevant authorities which are necessary or desirable for the performance of this Agreement by the Service Provider.
- 10.3 **ASSIGNMENT**
- Neither Party shall assign this Agreement without the written consent of the other Party.
- 10.4 **GOVERNING LAW**
- This Agreement shall be governed by the Laws of Pakistan and the courts in Peshawar shall have exclusive jurisdiction.

ARTICLE – XI LIQUIDATED DAMAGES

- 11.1 PIC-MTI shall be entitled to impose Liquidated Damages on the Service Provider in accordance with the provisions of this Article for the Service Provider’s failure to achieve certain Key Performance Indicators (KPIs) as indicated in the **Key Performance Indicators and Liquidated Damages Annex-B**
- 11.2 To the extent that PIC-MTI discovered an instance of the Service Provider’s failure to achieve a particular KPI, PIC-MTI shall notify the Service Provider with details of the particular KPI, the details of the failure, and the applicable Liquidated Damages as indicated in the Operational Specification Schedule/ Services. PIC-MTI may at its discretion specify the period and type of certain failure which should be cured/rectified in a specific period.

- 11.3

If Liquidated Damages are imposed, then PIC-MTI shall be entitled to withhold and/or deduct the imposed amounts from the Service Provider’s next payable invoice, any subsequent invoice, or in increments from several subsequent invoices.
- 11.4

The maximum amount of Liquidated Damages that may be imposed on the Service Provider in any given month is as indicated in the Operational Specification Schedule.

IN WITNESS WHEREOF the Parties above named have executed this Agreement on the day, month, and year first above written.

<div>For and on behalf of Hospital Director (Peshawar Institute of Cardiology) (PIC-MTI)</div>	<div>For and on behalf of: XXXXXXXXXXXXXXXXXX (Service Provider)</div>
---	--

Witnesses

First Party

Second Party

Signatures NO.1

Signatures No.1

Name:

Name:

Designation:

Designation:

CNIC:

CNIC:

Contact No:

Contact No:

Signatures No.02

Signatures No. 02

Name:

Name:

Designation:

Designation:

CNIC:

CNIC:

Contact No:

Contact No:

APPENDIX – A

SERVICES

1. BACKGROUND

Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment.

2. LOCATION OF AREA FOR SERVICES

The area where Services are to be provided includes PIC-MTI Building (the area inside the boundary wall), include but not limited to wards, OPD Building, IPD Building, Emergency, ICU, CCU, offices..

3. OBJECTIVE OF SERVICES

PIC-MTI requires Security Services for the PIC-MTI building on a round-the-clock basis, 24 hours per day, 7 days per week including Saturday, Sundays, and holidays, which is the subject of this RFP/ Agreement. It is the responsibility of the Service Provider to ensure full security of the PIC-MTI building and its surroundings and engagement of any additional Personnel in dispensing the required Services.

4. Contract Duration:

The contract duration shall be for a period of three (03) year starting from signing of the Contract and the initial six (06) months shall be consider as probation period. During the probation period the performance of the service provider shall be monitored upon unsatisfactory performance the contact agreement may be terminated. and it may be renewed/extend for further periods of Two (02) years on early basis on the same Terms and Conditions mutually agreed upon by the concerned parties.

5. GENERAL OBLIGATIONS

8.1 Responsibility of Service providers

5.1.1 Notwithstanding any information given in the RFP and any additional communication from Peshawar Institute of Cardiology PIC-MTI, including supplemental notices and bid bulletins, it is the sole responsibility of any Service provider to:

- i. be fully acquainted with the laws, requirements, terms, and conditions of the Bidding Process;
- ii. examine all the bidding documentation, including all instructions, annexes, forms, terms and specifications; and
- iii. familiarize itself with all existing laws acts, rules, and ordinances of Islamic Republic of Pakistan, whether national or local, which may affect the provision of the Required Services.

5.1.2 The service provider shall ensure effective control against;

- a) Damage to property
- b) Theft/pilfering at the property
- c) Injuries and accidents, any act of violation
- d) Sabotage, arson and undercover activities

- 5.1.3 Ensure that all security personal are alert, punctual physical fit without any physical or mental abnormalities expertise and experience to satisfy requirements of security job.
- e) Be responsible to send replacement immediately if the assigned to them during the performance of their duties within the scope of this agreement.
- 5.1.4 The Service Provider shall ensure timely payment/salaries to the Personnel, no later than 05th days from the start of the month irrespective of payment made by PIC-MTI and shall furnish such proof with Monthly Invoice.
- 5.1.5 The Service provider shall ensure the minimum wage payment/salaries as per the notification of Govt.
- 5.1.6 The Service Provider shall ensure that it will not violate any Law of Pakistan especially laws related to Labour Laws of Pakistan.
- 5.1.7 Unless directed by the PIC-MTI, shall continue the Services uninterruptedly despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental);
- 5.1.8 Engage and supervise the staff and provide all resources necessary to complete the Services;
- 5.1.9 The service provider will be responsible to provide complete profile of all the deployed guards which include medical certificate, police clearance certificate, educational documents and experience certificate.
- 5.1.10 The service provider will also appoint a senior person at PIC-MTI to address day to day problems and emergent situation.
- 5.1.11 The guards to be deputed by service provider shall exclusively perform their duties at the premises of the PIC-MTI and shall not be employed anywhere else
- 5.1.12 PIC-MTI shall have full authority over the deployment of the guards and shall be independent in working out a duty Schedule and their working time
- 5.1.13 Be responsible for all acts done by the Personnel engaged by Service Provider. The Service Provider shall at all-time use all reasonable efforts to maintain discipline and good order amongst its Personnel and ensure that all its Personnel follow the code of conduct prescribed by the PIC-MTI;
- 5.1.14 Ensure that it has proper License/permission, authorization, approval, and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, to perform Security Services;
- 5.1.15 Ensure compliance with all the Applicable Laws, Rules, and Regulations (including instructions of the PIC-MTI), which are applied to the Service Provider or Personnel deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance, or implementation or non-implementation;
- 5.1.16 Be responsible for Personnel liabilities arising out of or specified by Applicable Laws;
- 5.1.17 Depute security Personnel having minimum qualification of Matric;
- 5.1.18 shall pay/transfer salaries to their personnel through banking channel.
- 5.1.19 Shall provide water proof umbrella with Iron Standing Base and Heavy Base For Floor Support./cabin for security guards where require.
- 5.1.20 Shall provide EOBI and ESSI challan with monthly invoice.

8.2 The Service Provider shall:

- 5.2.1 Estimate the relievers, replacement, contingencies for Personnel against Personnel posts specified by PIC-MTI and the Contract price includes such costs;
- 5.2.2 The service provider shall ensure effective control against;
 - f) Damage to property
 - g) Theft/pilfering at the property
 - h) Injuries and accidents, any act of violation
 - i) Sabotage, arson and undercover activities
 - j) Ensure that all security personal are alert, punctual physical fit without any physical or mental abnormalities expertise and experience to satisfy requirements of security job.
 - k) Be responsible to send replacement immediately if the assigned to them during the performance of their duties within the scope of this agreement.
- 5.2.3 Unless directed by the PIC-MTI, shall continue the Services uninterruptedly despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental);
- 5.2.4 Engage and supervise the staff and provide all resources necessary to complete the Services;
- 5.2.5 Be responsible for all acts done by the Personnel engaged by Service Provider. The Service Provider shall at all-time use all reasonable efforts to maintain discipline and good order amongst its Personnel and ensure that all its Personnel follow the code of conduct prescribed by the PIC-MTI
- 5.2.6 Ensure that it has proper License/permission, authorization, approval, and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, to perform Security Services;
- 5.2.7 Ensure compliance with all the Applicable Laws, Rules, and Regulations (including instructions of the PIC-MTI), which are applied to the Service Provider or Personnel deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance, or implementation or non-implementation;
- 5.2.8 Ensure that it does not engage or continue to engage any person with criminal record/conviction or otherwise undesirable persons for the provision of the Services;
- 5.2.9 Be responsible for Personnel liabilities arising out of or specified by Applicable Laws;
- 5.2.10 Ensure that his employed Personnel at all times present a neat and clean appearance, paying particular attention to their hygiene, bearing, weapon, Uniform, and equipment. Male Personnel must maintain proper shave/trimmed moustaches/trimmed beard;
- 5.2.11 Ensure that all Security Personnel 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 colour blindness;
- 5.2.12 Be responsible for the confidentiality of the information. The Service Provider shall take and must have mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information about the security plans, concerning the Security Services. Neither the Service Provider nor any of his 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 PIC-MTI;
- 5.2.13 Ensure the presence of appointed Authorized Representatives at short notice when required by the PIC-MTI;
- 5.2.14 Agree to remove from the site, whenever required to do so by the PIC-MTI, any Personnel considered by the PIC-MTI to be unsatisfactory or undesirable, within the limits of any applicable scope;

- 5.2.15 Maintain adequate resource backup to cater for unattended posts, replace Personnel, and respond to any untoward situation.
- 5.2.16 Submit Security Clearance from Police to PIC-MTI for all Personnel deputed in PIC-MTI as well as whenever the Personnel changes;
- 5.2.17 Provide all information required by the PIC-MTI to facilitate ground check/security clearance from the related Government agencies of all its Personnel;
- 5.2.18 Depute security Personnel having minimum qualification of Matric;
- 5.2.19 Make sure that Personnel use the PIC-MTI attendance system for marking attendance;
- 5.2.20 Be liable to recover replacement cost for any loss incurred or suffered or any damage caused to movable or immovable property of the PIC-MTI, because of negligence, delayed, deficient, or inadequate Services; and
- 5.2.21 Ensure timely payment/salaries to the Personnel, no later than 05 days from the start of the month irrespective of payment made by PIC-MTI and shall furnish such proof with Monthly Invoice.

6. SPECIFIC OBLIGATION

The Service Provider shall:

- 6.1.1 Be responsible for the safety and security of pieces of equipment, furniture, appliances, infrastructure, and all allied facilities within the vicinity of the PIC-MTI Building;
- 6.1.2 Recognize and respond to security threats and breaches;
- 6.1.3 Prepare a security plan and security Personnel deployment plan;
- 6.1.4 Ensure access control procedures for vehicular traffic to the PIC-MTI building. Control, Personnel and curb unauthorized access of vehicles. Permit entry to the PIC-MTI building per SOP issued by the PIC-MTI. In this regard the Service Provider shall:
 - a) Conduct a thorough examination of the vehicle(s)/person(s) entering the PIC-MTI building and its premises, with inspection mirrors and handheld metal detectors;
- 6.1.5 Safe Personnel moveable and immoveable property against theft, damage, and misuse. Damage shall include setting up banners, posters, advertisements, graffiti, etc. without the PIC-MTI's permission;
- 6.1.6 Provide registers and maintain a logbook and excel database record in a specified format and submit according to the schedule mentioned in the SOP issued by the PIC-MTI:
 - a) All movable items are brought in or out from the PIC-MTI building.
 - b) All security violations and report occurrences to the PIC-MTI.
 - c) All vehicle(s).
- 6.1.7 Effectively patrol the PIC-MTI building from inside/outside with sufficient frequency round the clock to prevent trespassing, theft, vandalism, sabotage, and to catch culprits, etc.;
- 6.1.8 Immediately inform the PIC-MTI (Manager Security) in case an abnormality is observed, follow the instructions passed from the PIC-MTI (Manager Security), and provide feedback accordingly until the matter is resolved;
- 6.1.9 Ensure that all security staff must wear a specific Uniform. The Service Provider shall provide seasonal Uniforms and weather-appropriate protective gear to his staff to carry out the continuous performance of contract requirements. The following shall be a mandatory part of a Uniform:
 - a) Blue trouser
 - b) Shirt full sleeves in Winter and half sleeve T-shirt for summer

- c) Sweater or Jacket for the winter season of design approved by PIC-MTI
- d) Properly displayed ID card
- e) Waist Belt
- f) Belt-case to carry necessary equipment required to perform security duties
- g) A raincoat for performing duty in rainy weather conditions
- h) Official Cap
- i) Whistle
- j) Long collar polished shoes.

6.1.10 Ensure that the age limit of Security Personnel is restricted between 25 to 55 years;

6.1.11 Ensure that no security Personnel leave premises assigned unless properly relieved by the next security Personnel and provide an immediate replacement where required; and

6.1.12 Ensure that the Security Personnel check all doors that are locked, inspect all areas by turning on a minimum number of lights, and check for open windows/doors, running or dripping water during non-operational hours.

7. Responsibilities of the Procuring Agency/Hospital Administration

- 7.1.1 Facilitate the service provider in smooth provision of services.
- 7.1.2 Preventively performance monitoring of the service provider through a designated officer
- 7.1.3 Timely payment of service provider invoices after generation of satisfactory monthly report.

8. EQUIPMENT OBLIGATIONS

8.1 The Service Provider shall at minimum have the following Equipment during the currency of the agreement for the efficient performance of security duties/responsibilities. The Service Provider shall be responsible for flashlights, cellular phones, chargers, metal detectors, nightsticks, and other related equipment to comply with the scope of the Services;

Sr.No	Equipment	Minimum Requirement
1.	Inspection Mirror with a flashlight	02
2.	Locker for arms	02
3.	Whistle	All Personnel
4.	Raincoat	All Personnel
5.	Uniform	All Personnel
6.	Walkie Talkie	10
7.	fully automatic refile /12 bore/222	07
8.	Lethal Arm (Pistol) with 30 rounds of ammunition in a bandolier	03

9. TRAINING OBLIGATIONS

The Service Provider shall: -

8.1 Train the Security Personnel to perform their regular assigned duties vis-à-vis to deal with any type of emergency;

- 8.2 The service provider to issue a certificate for each Personnel by name that he has received training before employment with the PIC-MTI; and

10. KEY PERFORMANCE INDICATORS AND LIQUIDATED DAMAGES

Performance of the Service Provider shall be assessed from time to time and failure to perform (violations) shall result in imposing Liquidated Damages as per **Annex-B. Key Performance Indicators and Liquidated Damages**

Liquidated Damages shall be deducted from the Monthly Invoice as per the rate described in Annex-B. The total amount of liquidated damages shall not exceed Ten (10) % of the Monthly Invoice. PIC-MTI shall be the sole decision-maker for the description of the violation and imposing penalties in accordance with the PIC-MTI monitoring mechanism. The Liquidated damages shall be imposed based on a video, documentary proof, IT System, etc.

11. INCIDENT REPORTING

The Service Provider shall immediately after the occurrence of any incident notify PIC-MTI or its Authorised Representative of any accident relating to the Services and keep a record of such incidents. PIC-MTI may provide, from time to time, instances where such records are to be communicated and documented.

INCIDENT REPORT

To	Date:	Time: AM/PM
From:	Signed:	
Subject:	File No:	Number of Pages:

INSTRUCTIONS:

- Fill in the appropriate spaces.
- Use extra sheets if necessary.
- Accomplish in Triplicate; retain a copy for your files.

1. Location: _____

2. Date of Incident: Day _____ Month _____ 2020, Time of Incident: _____ AM/PM

3. Type of Incident: _____

4. Details of loss, damage or destruction to Property (if any):

5. Number of casualties: Staff: _____ visitors: _____ Others: _____

6. Current situation: _____

_____ Additional information/comments/assessment:

_____ Reported to the Police: yes _____ No _____

7. Perpetrator Name: _____ CNIC _____ Cell # _____
Address: _____

8. witnesses Name _____ CNIC _____ Cell# _____
Address: _____

9. Pictures/Illustrations/Diagrams(IfAny)

Annex-B- Key Performance Indicator and Liquidated Damages

Sr #	Violations	Penalty in PKR
1	Security Personnels not wearing proper Uniform or in shabby conditions or untidy	PKR 500 per instance
2	Misbehaviour with staff or Visitors	PKR 1000 per instance
3	An untrained person found deputed for the services	PKR 500 per day per person
4	Not carrying required weapons, detectors, or whistles by the security Personnels or Equipment	PKR 500 per instance per person
5	Less frequency of patrolling	PKR 500 per instance per person
6	An incident of misbehaviour/quarrel among themselves	PKR 1000 per instance per person
7	Missing entry in the vehicle logbook/ database record	PKR 500 per instance
8	Missing entry in the movable property in/out logbook/database record	PKR 500 per instance
9	Missing incident reporting and incident report form filling	PKR 500 per instance
10	Missing issuance of the entry card to vehicle	PKR 200 per instance
11	Found unattended duty post	PKR 500 per instance
12	Late arrival to duty	PKR 500 per hour per person
13	Absence from duty	PKR 1000 per day per person
14	Late payment to staff	PKR 5000 per day for delayed days
15	Violation of labour laws, i.e. minimum wage payment, 8 hours shift, and 4 leaves per calendar month	Recovery cost + PKR 4000 per month per person
16	Laziness during duty	PKR 500 per instance per person
17	Damage or loss to the Property	Equal to the loss
18	Smoking in office	PKR 1000 per instance per person
19	Violation of SOP issued by PIC-MTI	PKR 1000 per instance
20	Not following instructions of PIC-MTI authorized representative	PKR 2000 per instance
21	Misuse of PIC-MTI assets such as Air-conditioning, Light, etc.	PKR 1000 per instance
22	Sleeping during duty	PKR 1000 per instance per person
23	Any other violation of the Contract	PKR 3000 per instance
24	Violation of Pakistani law	PKR 3000 per instance
25	Untrained security; not meeting Minimum Training Requirements	PKR 2000 per person
26	Dragnet Clause (Any violation of Agreement and not listed above)	PKR 3000 per instance

APPENDIX-B – CHARGES

1. For each Month (m), the Service Provider shall be entitled to a payment (Monthly Payment) / Charges. The Charges / Monthly Invoice inclusive of all Taxes on Services are PKR.....
2. The Charges / Monthly Invoice shall be increased with an increase in the minimum wage rate from the date of increase as notified by the government of Khyber Pakhtunkhwa. In case of an increase in the minimum wage rate, the monthly contract price will be adjusted as follows: -

New Monthly Price/ Charges = Original Monthly Price/ Charges + [Original Monthly Price x (Percentage increase in minimum wage rate)]

The parameters established for calculating the cost of Services due to an increase in the minimum wage are estimates and therefore, failure to actually meet the same will not entitle any party to request adjustments in the calculation procedure of Charges/ Monthly Invoices nor the economic compensation of any kind.

Purchase officer (QZ)

PIC-MTI Peshawar

Asst Manager Purchase

PIC-MTI Peshawar

Manager Material Management

PIC-MTI Peshawar

Manager Security

PIC-MTI Peshawar

Bio-Medical Engineer

PIC-MTI Peshawar

Director Facilities

PIC-MTI Peshawar

Director Finance

PIC-MTI, Peshawar

Hospital Director

PIC-MTI, Peshawar

Medical Director

PIC-MTI, Peshawar