

Revised Bidding Document

FOR THE PROCUREMENT OF SECURITY SERVICES to the Post Graduate Medical Institute (PGMI) Office located at Hayatabad Phase-IV Peshawar

> Last Date for Submission: Tender Opening Date:

as per advertisement. as per advertisement.

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.

<u>Invitation for Bids</u> <u>For Post Graduate Medical Institute</u> under National Competitive Bidding for the year 2022-23.

Chief Executive Officer, PGMI intends to invites sealed bids under **single stage one envelope** procedure from the Security Companies for Provision of Security Guard Services on two shift basis for Post Graduate Medical Institute (PGMI), Hayatabad Phase-IV Peshawar. Companies which are registered with SECP and TAX Authorities and are active tax payer list of FBR and KPRA can apply for the provision of Security Guard Services as per Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014, for the financial year 2022-23.

- 1. The Standard Bidding Documents (SBDs) containing all the detail of TORs eligibility criteria and terms and conditions can be obtained from Purchase Section of PGMI on payment of Rs. 1,000/- (non-refundable, during office hours before the opening of bids.
- 2. **Pre-Bid Meeting** is arranged on **25-07-2022** at 11.00 AM in the Committee Room of PGMI. After Pre-bid meeting, the bidding documents/RFPs, BOQs may be revised/changed and final bidding documents will be uploaded on official website <u>www.pgmi.edu.pk</u> and can also be obtained from PGMI.
- 3. Bids must be delivered at PGMI Hayatabad Phase-4 Peshawar at or before 11:00 am on 02/08/2022.
- 4. **Tender** will be opened in the presence of the bidders or their authorized representatives at **11:30 AM** the same day by the Tender Opening Committee.
- 5. The quoted rates must be inclusive of all taxes (03% Income Tax & 15% KPPRA Tax).
- 6. Tender received after due date/time will not be accepted.
- 7. Only typed tender on original company prescribing letter pad sealed & signed (Every Page) should be submitted with rated quoted in both words & figures. Hand written bids would not be acceptable
- 8. No conditional tender will be acceptable.
- 9. The quoted rate per guard per month should not be less than the current minimum wages fixed by the Govt. of Khyber Pakhtunkhwa. In case of non-compliance, the bid will be rejected.
- 10. <u>Bid Security Rs. 100,000/</u> in the form of CDR shall be submitted in favor of <u>Chief Executive Officer</u>, <u>PGMI Peshawar</u>.

Note: The Competent Authority reserves the right to reject all bids under the rule 47 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.

Chief Executive Officer, PGMI, Hayatabad Peshawar.

Say No To Corruption

<u>TENDER NOTICE DOCUMENT FOR HIRING OF SECURITY GUARDS –</u> POST GRADUATE MEDICAL INSTITUTE (PGMI) <u>INVITATION TO THE INTERESTED BIDDERS</u>

1. Description:

The Chief Executive Officer, PGMI invites sealed bids from the eligible bidders for Provision of Security Services for PGMI through Open Competitive Bidding under rule 6(2) (b) "*Single Stage Single Envelope*" bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

Description	Dates
Pre-bid meeting	As per advertisement
Closing / Last submission of bids	As per advertisement
Opening of bids	As per advertisement
Bid security	Rs. 100,000/-
Tender Process	Single Stage Single Envelope

<u>2. ELIGIBILITY CRITERIA:</u>

S.No	Description	Document to be submitted
01	The bidder is on active tax payers list & has valid registration with FBR & KPRA	1. Copy of Registration with FBR and KPRA to be submitted.
02	The bidder should not have been black listed by any federal and provincial government.	2.Affidavit on Stamp Paper of Rs. 100/- that the firm is not black listed by any Federal and Provincial government / semi government Department as per Specimen at Annex-A .
03	The bidder must have capacity to fulfill the PGMI's criteria as a service provider and submit following documents.	3. The bidder must have experience of providing security services to Government/semi Government <u>organizations</u> etc. Copies of similar work orders/agreements to be provided.
04		4. Certificate on company's letter head that (if selected), the firm shall deploy security supervisors/ guards, which shall be security wise cleared by MOI / Police. Specimen at Annex-B.
		5.Duly signed and stamped <u>Compliance</u> <u>Certificate</u> as mentioned vide <u>Annex-C</u> of this document.
		6. Duly signed and stamped Compliance to <u>Scope of</u> <u>Work</u> as mentioned Vide <u>Annex-D</u> of this document.
05		7. Duly signed and stamped certificate / undertaking about correctness of documents/tender on Rs. 100/- Stamp paper by the company. <u>Annex-E.</u>
06		8. Certificate / undertaking from the firm that it has its own Armourer (Name / Office Card) which shall check the weapons at least once in a moth, after deployment of guards that the Company has Armour Certificate <u>Annex-F</u>

07	The bidder must submit Annual Audited Report for the last 03 Financial years	Annual Audit Report including Balance Sheet, Income Statement and Profit & Loss accounts along with auditors' notes for the last three (3) audited years should be submitted.
08	The bidder must have legal presence in Pakistan.	Bidder must submit certificate of incorporation and Office details at and all provincial headquarters with focal person name and Phone Numbers/Addresses.

3. OTHER TERMS AND CONDITIONS:

- a. Submission of Application letter of Intent for participation in tendering process.
- b. The bidder shall furnish a <u>Rs. 100,000</u> in form of a Call Deposit in favour of Chief Executive Officer, PGMI. Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the PGMI non-responsive.
- c. Successful bidder shall enter into a security services contract for initial period of one year which may be extended for further period with 10% increase per year.
- d. Bidders shall submit their bids with proper Indexing Table / Page Numbers and attach all the mandatory / required documents in Annexes or Tagging format.
- e. The company shall bear all costs associated with the preparation and submission of its documents, while the PGMI, in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- f. A prospective company (ies) requiring any clarification(s) may notify to PGMI or an Officer authorized on its behalf in writing. The PGMI or concerned Officer authorized on its behalf shall respond to any request for clarification, which is received well before (approximate <u>05 working days</u> or more) to the deadline set for the submission of bids. Copies of PGMI response shall be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).
- g. At any time prior to the deadline for submission of bids, the PGMI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective company, modify the tender document by issuing addendum.
- h. Any addendum thus issued shall form eternal part of the tender document. To afford company's a reasonable time frame in which to take an addendum into account in preparing their bids, <u>the PGMI</u> may at its discretion extends the deadline for submission of bids.
- i. Bid Documents and related correspondence shall always be in the English Language.
- j. The bid should have a covering letter on printed letterhead of the firm. All pages of the bid shall be initiated / signed and bear official seal of the person(s) authorized to sign/endorse.
- k. All the relevant technical literature in English Language should be attached with the bid.
- 1. Price /bid offer shall be quoted in Pak Rupees as per List/ format given at <u>clause 6</u> of these documents.

- m. The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.
- n. The bid price shall include all government taxes, as per prevailing taxation rates of provincial/ federal governments etc. (e.g., GST, Income Tax, Withholding Tax etc.).
- o. The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price (if required).
- p. All bids shall remain valid for three months (03) from the date of opening of bids/ financial proposals.

4. BID Security/CDR

• Rs. 100,000/-.

<u>5.</u> BID VALIDITY:

The bids should be valid for a period of 90 Days from the date of opening.

6. FORMAT FOR QUOTING OF RATES (FINANCIAL BID):

a. <u>Details of Guards:</u>

То

The Chief Executive Officer, Post Graduate Medical Institute, Hayatabad Peshawar

I hereby affirm that I will abode all terms & Conditions and offer.

S#	Category	Rate	/ Head	/ Month	Total Amount in Pak Rupees
1	Security Guards				

Note:

- 1. Payment to the staff should be made according to the Government rules / policy of minimum wages.
- 2. It shall be made sure by the winning firm/bidder that minimum wages shall be paid without any deduction. Taxes and other expenditures shall not be deducted from the security wages.
- 3. The services provider shall observe all the laws and will be responsible for any prosecution or liability arising from breach of labor law & rules.
- 4. Payment shall be made on monthly invoice along with monthly attendance of Security Guards subject to verification / satisfactory performance by HR/Establishment Section, PGMI.
- 5. The firm shall be bound to pay monthly salary to the Security Guards by 5th of every month, irrespective of the clearance of bill from PGMI.
- 6. The rate offered should be inclusive of all relevant Federal& Provincial Governments taxes, EOBI, Social security, Health insurance and life insurance etc. as per Health & Guards minimum wages rates Notifications Labour Deptt rules/law.
- 7. The required number of security guards is 13, however the number may increase/decrease as per Security Situation/Instructions of PGMI Competent authority.
- 8. Rates to be offered for 24 hours guarding services on two shifts basis, 7 days a week per Security guard.
- 9. Further necessary terms of reference (with successful bidders) will be included in the mutually agreed SLA as per SBP policy, after finalization of results.

Name of Company:	
Name of Representative:	
Mailing Address with phone:	
Date:	

(Must be printed on Rs-100 Stamp Paper)

ANNEXE - A

AFFIDAVIT / BLACK-LISTING CERTIFICATE

CERTIFIED THAT M/S..... HAS NOT BEEN BLACK-LISTED BY ANY FEDERAL/PROVINCIAL GOVERNMENT ORGANIZATION WHAT SOEVER IN PAKISTAN AND THE COMPANY IS NOT IN LITIGATION WITH ANY OF ITS CUSTOMER/GOVT/SEMI GOVT.

M/S			
Authorized Person: _			
Address:			
Tel #:	Mobile #	Fax #:	
Email:			
Signature:	Dated:		
Agency Seal:			

ATTESTED BY NOTARY PUBLIC

ANNEXE - B

(Must be printed on Company Letterhead) SECURITY CLEARANCE CERTIFICATE

CERTIFIED THAT M/S, WILL BE BOUND TO DEPLOY SECURITY SUPERVISORS / GUARDS, INCLUDING RELIEVERS, WHO WOULD BE SECURITY WISE CLEARED BY MOI / POLICE. IF FOUND NONCOMPLIED, PGMI MAY IMMEDIATELY TERMINATE THE CONTRACT LEADING TO FORFEITURE OF EARNEST MONEY OR PERFORMANCE SECURITY AND FURTHER TO BLACKLISTING OF THE FIRM.

M/S			
Contact Person:			
Address:			
Tel #:	Mobile #	Fax #:	
Email:			

Signature: _____ Dated: _____

Agency Seal:

ANNEXE - C

GENERAL COMPLIANCE CERTIFICATES

The bid must accompany all the requisite documents mentioned in tender
Evaluation criteria of this document.
The following be signed and attached with the bids as a general compliance to
Tender document requirements, if agreed upon:
Name of Firm:
Name of Representative:
Mailing Address with Phone:
Signature of authorized Officer
Seal of
the Company:
DATE

ANNEX -D

SECURITY COMPANY SCOPE OF WORK

1. Aim: To establish foolproof security arrangements to ward off any subversive/ untoward incident at the PGMI premises. Following are the scope of work to be performed, if hired for provision of security services for PGMI.

2. Mechanical Security System:-

- a. To ensure security of the assets of PGMI against terrorists, theft, pilferage & misappropriation and to implement anti-terrorists and theft measures at the above-mentioned premises.
- b. To prevent unauthorized persons gaining entry in the premises of PGMI.
- c. To depute staff, trained in weapon use and fully armed on duty.
- d. To maintain visitors and staff movement records as may be directed by PGMI's Management or his representatives from time to time.
- e. To ensure that no hawkers or vendors are allowed into the premises accept with the prior written permission of PGMI Authorities.
- f. To keep a check on acts of public nuisance, use of drugs and violence.
- g. To prevent entry of animals in the premises.
- h. To maintain law & order and discipline and to check all disturbances or nuisances in the premises.
- i. To control incoming and outgoing traffic to/from PGMI and to keep record of their movement in and out of the premises as well as to regulate parking of vehicles in and around the premises.
- j. To bring to the notice of authorized representative of PGMI any suspicious activity noticed during or after office hours in and around the premises of PGMI.
- k. To lodge complaints with police authorities regarding any unwarranted occurrence in and around the premises in consultation with the competent authority of PGMI.
- 1. To conduct any internal investigation required in the interest of the Security of PGMI.
- m. To attend to fire-fighting in case of emergencies.
- n. To perform all other functions related to the security of building mentioned in this document or the contract to be signed in result of this tender enquiry.

3. Security Guards:-

- a. The company shall provide Armed Security Guards at PGMI to provide security cover round the clock. Security Guards with Automatic / Semi-automatic / rapid-fire weapon (on 24 hours Seven days a week (24/7) basis.
- b. The company shall provide and ensure that each guard on duty has received and understood written instructions of basic duties and has the following in his possession:
 - > Company card and copy of Computerized National Identity Card (CNIC).
 - > Proper Dress to be provided to Security Guards by the Security Company
 - > Torch for guards on evening and night duties.
 - Large & Small Umbrella for guards
 - Standard Uniform/Jacket/Jersey.
 - Weapon(s) with authorized scale ammunition of agreed kind and quality as per Federal & Provincial Governments policy.

- c. The Armed Guard shall be called "Standing Security Guard" and shall remain alert, vigilant throughout their duty hours, and any mishap shall be the responsibility of the company under all circumstances caused due to security guards' negligence.
- d. The company shall be responsible to provide satisfactory services at PGMI premises with the following conditions: -

(aa). The company shall maintain jump guard at its own expense to be readily available with the company as the substitute for the supervisors/Guards who become absent /short/sick at the company's own enrollment for which the PGMI Management will not make an extra payment. (bb). Upon unsatisfactory performance of the security guards as determined by the PGMI Management the contract agreement shall be terminated by giving <u>one-month Advance Notice</u> to the Security Company, Unsatisfactory includes: -

- > Fail to provide trained & Well-disciplined guards.
- > Absence of security guard(s) from duty with no timely replacement.
- Casual performance of duty by guard(s)
- Incase of No or Poor response from Company Head/ Regional office on complaint within 24 hours.
- Not Maintaining of Control Room during working hours and also during Closed Holidays for emergency response.
- During the period of agreement, the responsibility of any loss and damage due to such unsatisfactory performance will be that of the security company.
- e. The company shall maintain a supervisory network of its own to ensure presence of active performance of duties by the security guards and working of mechanical security system round the clock, seven days a week.

4. Responsibilities of the Company:

- a. In addition to the services to be performed by the company specified above, the company shall provide at no additional cost to the PGMI such supervision of its employees as in necessary to adequately fulfill its obligation.
- b. The company shall be responsible for ensuring that all its employees performing the services are physically and mentally fit, have no communicable disease and are in good health in all respects to perform the duties.
- c. The Security Company is an independent contractor and accordingly is fully responsible for any accident or injury to its personnel or caused by its personnel and agrees that neither the PGMI nor any of its personnel shall be held liable for either of the above in any manner.
- d. The personnel of the company shall not in any manner indulge in any unionism nor have any linked activity with PGMI employees.
- e. The company is responsible for recruitment, discipline and all other service matters of its employees. They shall not in any case communicate with the PGMI management regarding their service matters that is the sole responsibility of the company.
- f. The PGMI may refuse to accept services from any of the employees of the company, whose work has been found unsatisfactory or not in the accordance with the requirements of this document.
- g. The deployment of additional security guards, for which order of deployment will be issued by PGMI management, the company shall be responsible to deploy security guards within three (03) days. In case of delay and during the period of delay (if any) incident takes place, it shall be covered under the indemnity clause.

<u>5. Leave:</u> In case of leave of the Security Guards, the Company shall be liable to provide substitute to the PGMI in his replacement, otherwise wage of that particular days shall be deducted.

6. Restriction of Assignment /Take over:

- a. The company shall not assign or sub-contract any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contacting by the company shall entitle the PGMI to terminate its services forthwith.
- b. If the company makes any arrangement with or assignment in favor of its creditors or amalgamates with any other concern or his taken over, the PGMI shall be entitled to terminate its services forthwith.

Name of Firm: ______ Name of Representative: ______ Mailing Address with phone: ______ Name of Firm & Seal: ______

Date: _____

9. TERMINATION OF THE AGREEMENT

- a. Without prejudice to any other available rights / remedies, PGMI shall have the right to terminate this agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this agreement by Service Provider.
- b. The performance of services by the Service Provider under this agreement shall remain under observation during the whole period of the agreement, in case the services are found not satisfactory, below the specified standard or nonperformance due to strike of the Service Provider staff / manpower, this contract shall be terminated by the PGMI at any time with immediate effect.
- c. In such events e.g. nonperformance due to strike or violation of contract, the Service Provider shall be BLACKLISTED as per the prevailing KPPRA rules and performance security will be en-cashed or the equipment may be confiscated (cost of whichever is higher)
- d. Notwithstanding anything contained in this agreement, each party shall have the right to terminate this agreement upon 30 days' written notice to the other party and upon written/ recorded reasons for the same.
- e. PGMI shall be entitled to terminate this agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Service Provider or its employees or nonperformance of responsibilities and services by the Service Provider.
- f. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

10. SPECIAL CONDITIONS OF CONTRACT

- a. The service provider shall be liable to pay compensation for any loss and damage caused to the property of PGMI by the Service Provider or its workers.
- b. The service provider shall be entirely responsible for the conduct of it staff and in case of any complaint against any staff, service provider will be under obligation to take necessary action to replace any staff when instructed by PGMI. The service provider shall observe all the laws and will responsible for any prosecution or liability arising from breach of labor law & rules. PGMI shall not be responsible for any such action with regard to staff on the rolls of the service provider whatever.
- c. In such circumstances when the service provider unable to provide the required services, PGMI has the right to withhold the payment and procure the services of any other service provider for the same financial amount.

11. BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR

Conditions for Blacklistment of Defaulted Bidder/Contractor KPPRA Rules 2014. The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

- 1. Consistent failure to provide satisfactory performances.
- 2. Found involved in corrupt/fraudulent practices.
- 3. Abandoned the place of work permanently
- 4. Conditions for debarment of Defaulted Bidder/Contractor
- 5. Failure or refusal to;
 - a. Accept Purchases Order / Services order terms;
 - b. Make supplies as per specifications agreed:
 - c. Fulfill contractual obligations as per contract
- 6. Non-execution of work as per terms & condition of contract.
- 7. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- 8. Persistent and intentional violation of important conditions of contract.
- 9. Non-adherence to quality specifications despite being importunately pointed out.
- 10. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of PGMI Peshawar.

12. PROCEDURE FOR BLACKLISTMENT AND DEBARMENT

- **1.** Competent authority of PGMI Peshawar may on information, or on its own motion, issue show cause notice to the bidder.
- 2. The show cause 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 KPPRA and defaulting bidder within three days of passing order.
- 9. The duration of debarment may vary up to five years depending upon the nature of violation.

13. REDRESSING OF GRIEVANCES

- 1. The Grievance Redressal Mechanism of PGMI shall be in accordance with KPPRA Grievance Redressal Rules 2017.
- 2. The Procuring Entity shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur as per KPPRA Grievance Redressal Rules.
- 3. Any bidder feeling aggrieved by any act of the Procuring entity after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
- 4. The grievance redressal Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the concerned officer within the prescribed period.
- 5. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

14. AWARD OF CONTRACT:

Contracts shall be confirmed through a written agreement signed by the successful bidder and the PGMI Peshawar.

15. PAYMENT:

a. No advance payment will be permissible.

b. Payment shall be made on monthly invoice along with monthly attendance of Security Guards subject to verification / satisfactory performance by HR/Establishment Section, PGMI.

c. The firm shall be bound to pay monthly salary to the Security Guards by 5th of every month, irrespective of the clearance of bill from PGMI.

16. Penalty: The Penalty on poor or non-compliance by the firm / security guards may be charged as under: -

- i. The contract may be terminated.
- ii. CDR may be forfeited.
- iii. The firm may be considered for Blacklistment.

<u>Annex - E</u>

(Must be printed on Rs-100 Stamp Paper)

UNDERTAKING/ CERTIFICATE

IF PROVIDED INFORMATION WITH THE BID DOCUMENT FOUND FALSE, OR ANY CRIMINAL PROCEEDINGS FOUND IN ANY COURT OF LAW, THE SERVICES OF THE HIRED SECURITY AGENCY WILL BE IMMEDIATELY TERMINATED WITHOUT ASSIGNING ANY REASON AND MAKING ANY REFUND / PAYMENT. FURTHER, THE PERFORMANCE SECURITY GIVEN BY THE FIRM WILL ALSO BE CONFISCATED AND THE FIRM WILL BE DECLARED BLACK LISTED.

M/S:			
Contact Person:			
Address:			
Tel #:	Mobile #	Fax #:	
Email:			
Signature:	Dated:		
Agency Seal:			

ATTESTED BY NOTARY PUBLIC

ANNEXE - F

(Must be printed on Company Letterhead)

COMPANY'S ARMOURER CERTIFICATE

CERTIFIED THAT, MR		BEARING
SERVICE CARD NO CNIC #		
ARMOURER FOR M/S		
EXAMINE / CHECK WEAPONS OF THE DEPL		Ϋ́Υ
SUPERVISOR(S) AT LEAST ONCE IN A MONT	-	
DULY NOTIFYING/ HANDING OVER FITNES	S CERTIFICATE TO EACH GUARD	AS WELL AS
BRANCH MANAGER FOR POLICE RECORD.		
M/S		
M/S		
Contact Person:		
Address:		
Tel #:Mobile #	Fax #:	
Email:		
Signature:Dated:		
22		

Agency Seal: