

**PROJECT MANAGEMENT UNIT
PRIMARY & SECONDARY HEALTH DEPARTMENT
GOVERNMENT OF PUNJAB**



**Primary & Secondary
Healthcare Department**

Contract Name:

**PROVISION OF SECURITY SERVICES IN ALL TEHSIL
HEADQUARTERS HOSPITALS OF PUNJAB UNDER
REVAMPING - PACKAGE # 06**

NO. P&SHD/PMU/OS/THQ-SEC/2022/06

BETWEEN

**Project Management Unit (PMU), Primary & Secondary Healthcare
Department, Government of Punjab
(31- E1 Gulberg III, Shahrah-e-Imam Hussain, Lahore)**

AND


**M/s GB Security Service Pvt Ltd
(Office # 200, Ground Floor, Glamour Heights, 6/13-C, Waris Road, Lahore)**



Dated: 17th April, 2023

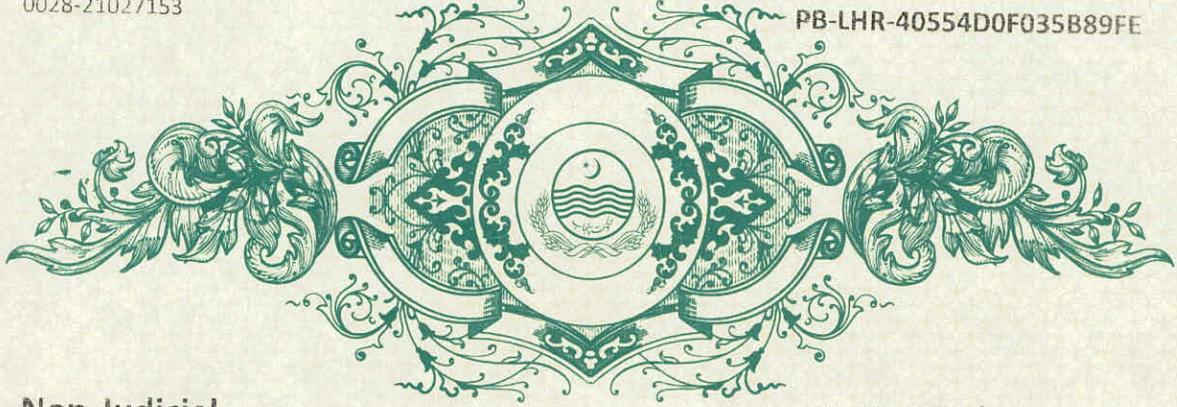




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Non-Judicial

Rs 10,000/-

Description : CONTRACT - 22A(a)(v)
 First Party : GB SECURITY SERVICES PVT LTD [35000-0000000-0]
 Second Party : PROJECT MANAGEMENT UNIT P AND SHD GOVT OF THE PUNJAB LAHORE [35000-0000000-0]
 Agent : SYED MOVEED [35202-7388359-3]
 Stamp Duty Paid by : GB SECURITY SERVICES PVT LTD [35000-0000000-0]
 Issue Date : 07-Mar-2023, 10:26:37 AM
 Paid Through Challan : 20230F2C1422A031
 Amount in Words : Ten Thousand Rupees Only

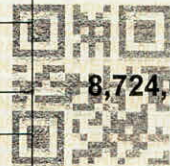
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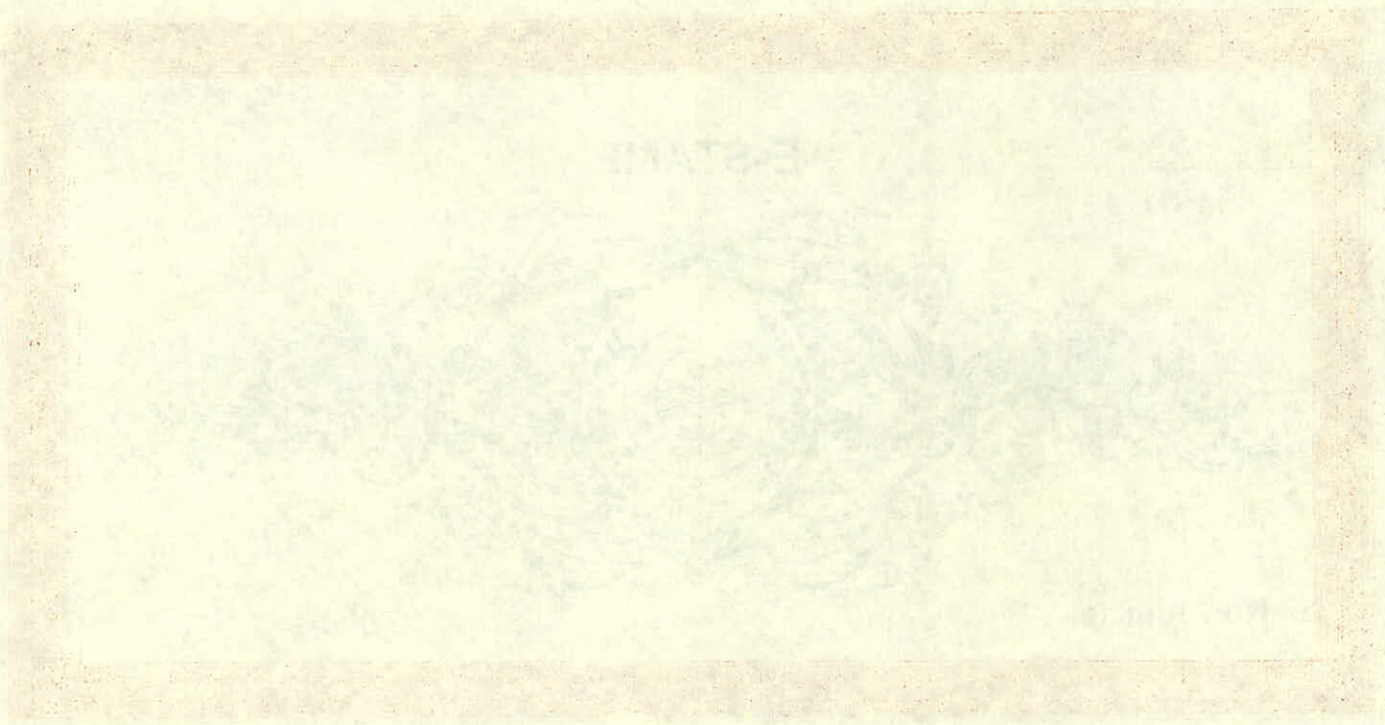
CONTRACT

This agreement is made on the 28th day of April 2023 between *Project Management Unit, P&SH Department* (hereinafter called "the Procuring Agency") on the one part and *M/s GB Security Services Pvt. Ltd* having registered office at (*Office # 200, Ground Floor, Glamour Heights, 6/13-C, Waris Road, Lahore*) (hereinafter called "the Service Provider") on the other part:

WHEREAS the Procuring Agency invited Bids for *Security Services* at THQs Hospitals of P&SH Department under Revamping and has accepted a Bid by the Service Provider for the provision of those services in the sum **PKR 83,314,200/-** (Eighty Three Million Three Hundred Fourteen Thousand & Two Hundred Rupees Only) (hereinafter called "the Contract Price"). The details are as under;

PACKAGE # 06						
Sr. No.	Name of the Hospital	Description of Security Personnel	Unit Rate / Month (PKR) inclusive of all applicable taxes and contributions of EOBI, PESSI etc.	No. of Security Personnel	Total Amount / Month (PKR) inclusive of all applicable taxes and contributions of EOBI, PESSI etc.	Total Amount / Annum (PKR) inclusive of all applicable taxes and contributions of EOBI, PESSI etc.
1	THQ Hospital Tandlianwalla	Supervisor (Ex-Army)	36,350	3	109,050	6,979,200
		Ex-Army / LEAs	36,350	4	145,400	
		Civilian	36,350	5	181,750	
		Lady Searcher	36,350	4	145,400	
		Total Amount / Month				
2	THQ Hospital Samundri	Supervisor (Ex-Army)	36,350	3	109,050	8,724,000
		Ex-Army / LEAs	36,350	5	181,750	
		Civilian	36,350	8	290,800	
		Lady Searcher	36,350	4	145,400	
		Total Amount / Month				
3	THQ Hospital Gojra	Supervisor (Ex-Army)	36,350	3	109,050	9,160,200







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		Ex-Army / LEAs	36,350	6	218,100	
		Civilian	36,350	8	290,800	
		Lady Searcher	36,350	4	145,400	
		Total Amount / Month			763,350	
4	THQ Hospital Haveli Lakha	Supervisor (Ex-Army)	36,350	3	109,050	6,106,800
		Ex-Army / LEAs	36,350	3	109,050	
		Civilian	36,350	4	145,400	
		Lady Searcher	36,350	4	145,400	
		Total Amount / Month			508,900	
5	THQ Hospital Renala Khurd	Supervisor (Ex-Army)	36,350	3	109,050	6,106,800
		Ex-Army / LEAs	36,350	3	109,050	
		Civilian	36,350	4	145,400	
		Lady Searcher	36,350	4	145,400	
		Total Amount / Month			508,900	
6	THQ Hospital Depalpur	Supervisor (Ex-Army)	36,350	3	109,050	7,851,600
		Ex-Army / LEAs	36,350	5	181,750	
		Civilian	36,350	6	218,100	
		Lady Searcher	36,350	4	145,400	
		Total Amount / Month			654,300	
7	THQ Hospital Arif Wala	Supervisor (Ex-Army)	36,350	3	109,050	9,596,400
		Ex-Army / LEAs	36,350	6	218,100	
		Civilian	36,350	9	327,150	
		Lady Searcher	36,350	4	145,400	
		Total Amount / Month			799,700	
8	THQ Hospital Chichawatni	Supervisor (Ex-Army)	36,350	3	109,050	9,596,400
		Ex-Army / LEAs	36,350	6	218,100	
		Civilian	36,350	9	327,150	
		Lady Searcher	36,350	4	145,400	
		Total Amount / Month			799,700	
9	THQ Hospital Chunian	Supervisor (Ex-Army)	36,350	3	109,050	6,106,800
		Ex-Army / LEAs	36,350	3	109,050	
		Civilian	36,350	4	145,400	
		Lady Searcher	36,350	4	145,400	
		Total Amount / Month			508,900	
10	THQ Hospital Minchinabad	Supervisor (Ex-Army)	36,350	3	109,050	6,543,000
		Ex-Army / LEAs	36,350	3	109,050	
		Civilian	36,350	5	181,750	
		Lady Searcher	36,350	4	145,400	
		Total Amount / Month			545,250	
11	THQ Hospital Pattoki	Supervisor (Ex-Army)	36,350	3	109,050	6,543,000
		Ex-Army / LEAs	36,350	3	109,050	
		Civilian	36,350	5	181,750	
		Lady Searcher	36,350	4	145,400	
		Total Amount / Month			545,250	
Total Amount (PKR) inclusive of all applicable taxes and contributions of EOBI, PESSI etc.						83,314,200



NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Scope of Services;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring Agency's Notification of Award.
- (g) the Performance Bank Guarantee
- (h) Complete Bidding document
- (i) Any other document deemed necessary by the Procuring Agency.

3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the services in accordance with the provisions of the Contract and as required under **Section-II** Schedule of Requirements/ Deployment Plan.

4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of services, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Talib
ON BEHALF OF
PROJECT DIRECTOR
PROJECT MANAGEMENT UNIT, P&SHD
(31/E1 SHARAH E IMAM HUSSAIN GULBERG-
III, LAHORE)
(FIRST PARTY)
Witness

[Signature]
REGIONAL GENERAL MANAGER
M/S GB SECURITY SERVICE PVT LTD,
(OFFICE # 200, GROUND FLOOR, GLAMOUR
HEIGHTS, 6/13-C, WARIS ROAD, LAHORE)
(SECOND PARTY)
Witness

1. *[Signature]*
DIRECTOR OUTSOURCING
PROJECT MANAGEMENT UNIT, P&SHD

1. *SYED MOVEED*
3520273883593
[Signature]

[Signature]



SECTION – II: Schedule of Requirements

DETAILS OF PACKAGE No. 06							Total Human Resource Per Package(Nos.)				
Sr. No	Hospital	Supervisor Nos.	Ex-Army/ LEAS	Civilian Guards Nos.	Lady Searcher Nos.	Total Human Resource	Supervisor Nos.	Ex-Army/ LEAS	Civilian Guards Nos.	Lady Searcher Nos.	Total Human Resource
1	THQ Tandlianwalla	3	4	5	4	16	33	47	67	44	191
2	THQ Samundri	3	5	8	4	20					
3	THQ Gojra	3	6	8	4	21					
4	THQ Haveli Lakha	3	3	4	4	14					
5	THQ Renala Khurd	3	3	4	4	14					
6	THQ Depalpur	3	5	6	4	18					
7	THQ Arif Wala	3	6	9	4	22					
8	THQ Chichawatni	3	6	9	4	22					
9	THQ Chunian	3	3	4	4	14					
10	THQ Minchinabad	3	3	5	4	15					
11	THQ Pattoki	3	3	5	4	15					

The Service Provider is required to arrange for the relievers, if any at their own risk and cost. They are required to deploy 100% Human Resource as per above table at the given health facilities round the clock.

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List of Security Equipment

Sr. #	Description	Minimum Number Required (Mandatory)
1	Weapons (12 Bore Rifle, 30 Bore / 9MM along with ammunition) <ul style="list-style-type: none"> i. Supervisor to carry either 30 Bore or 9MM Pistol ii. SG deployed in critical areas like emergency block to carry either 30 Bore or 9MM Pistol iii. Guards deployed at Entry / Exist points, parking points or Main Junctions to carry 12 Bore Rifle 	For every shift 50% of guards shall be armed. However, in Entry / Exit Point, Emergency and Nursery, the availability of armed guards is mandatory.
2	Hand Metal Detectors	5 metal detectors per Hospital
3	Blue Uniform with company including Shirt & Trousers, Cap Shoes Belt, Name Tag and same colored Jackets in winter season etc.	For all Security Staff
4	Whistles	For all Security Staff
5	Torch Light (Good Quality and Range)	For all security staff on duty during Evening and Night Shifts

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SECTION-III: SCOPE OF SERVICES

3.1 Scope of Services

3.1.1 Background

The Primary and Secondary Healthcare Department is one of the key departments of Government of the Punjab, entrusted with responsibility to provide healthcare services to the communities and the population. The Primary and Secondary Healthcare Department delivers preventive and curative healthcare services at Primary and Secondary Healthcare levels.

Government of the Punjab has launched a landmark initiative to revamp secondary healthcare facilities across the province including 99 Tehsil Headquarter (THQ) Hospitals. The agenda of the above initiatives was based on six key reform areas. Outsourcing of clinical and non-clinical services in Secondary Healthcare Establishments is one of these six reform areas. There are certain non-clinical facilities in the THQ Hospitals for which Project Management Unit (PMU), P&SH Department has devised a comprehensive, workable and benefiting model, out of which the Security Services is one of the pivotal part of non-clinical services.

3.1.2 Contextual Information

The Tehsil Head Quarters (THQ) Hospitals are located at Tehsil headquarters level and serve a large population, depending upon the category of the hospital. The THQ hospital provides preventive and curative care, advance diagnostics, in-patient services, emergency services and referral services.

THQ Hospitals provide referral care to the patients including those referred by the Basic Health Units, Rural Health Centers along with Lady Health Workers and other primary and secondary care facilities.

3.1.3 Scope of Services

Project Management Unit (PMU), Primary & Secondary Healthcare Department (P&SHD) requires firms to provide Security Services round the clock **(365 days a year, 7 days a week and 24 hours a day including Sundays & Holidays)** in the entrusted THQ Hospitals under revamping, as mentioned in this document. The firm will be required to provide supplies as mentioned in the **Schedule of Requirement**.

3.1.4 Operational Responsibilities

3.1.4.1 The service provider shall provide Security Services in 03 shifts (8 hours per shift i.e. Morning, Evening and Night) round the clock **(365 days a year, 7 days a week and 24 hours a day including Sundays & Holidays)**, for the contract period as per the requirements set out in the service specifications, detailed later in this section. It is to be noted that security services should not be compromised / interrupted under in any case /circumstances.

3.1.4.2 The service provider must abide by prevailing labour laws including but not limited to payment of Minimum wages, Social Security and EOBI to its employees concerning security services. The Procuring Agency reserves the right to seek proof



if the same is being paid to the personnel, the failure of which can lead to the Termination of the Contract and/or forfeiture of Performance Guarantee.

- 3.1.4.3 The EOBI and PESSI contributions shall only be paid after the submission of EOBI & PESSI challans on as per actual basis.
- 3.1.4.4 Procuring Agency reserves the right to withhold amount of EOBI & PESSI contributions until submission of challans.
- 3.1.4.5 Provide the Security equipment mentioned in this document. The successful Firm shall have to make all this security equipment physically available and in 100% working condition in the hospital before starting the work and these should always remain in working condition during the period of contract.
- 3.1.4.6 The service provider shall provide two uniforms and one pair of shoes every six months, identification cards (ID), Personnel Protective Equipment (PPE) etc. to its entire security staff deployed at the hospitals free of cost and ensure its proper usage by the security staff. Each uniform will comprise of trousers, shirt, pair of socks, pair of shoes, disposable face masks etc. Supervisors shall ensure that uniforms are made available to the security staff as per weather requirements (vest, shoes, sweater and jacket with reflectors), identification cards, personal protective equipment etc. to its entire staff deployed at the hospital and ensure proper maintenance of it. Further, the staff would be in clean uniform at all the times.
- 3.1.4.7 Dress code of Security Staff must be as per below mentioned descriptions:

Sr.#	Specification	Description
1.	Type	Security Safari Suit with long security shoes
2.	Colour	Navy Blue / Blue or any other approved by the Procuring Agency
3.	Logo / Tag Line	"Security Staff" as Tag Line must be mentioned on the Back of the Shirt

- 3.1.4.8 Security Clearance of the staff from the concerned Law Enforcement Agencies (LEAs) provided to procuring agency / hospital will be the responsibility of Service Provider.
- 3.1.4.9 The firm / company have to deploy Staff (HR) at the health facilities as per Schedule of Requirement.
- 3.1.4.10 The contact details of every deployed staff member to be provided by the firm / company in first month of the contract execution to procuring agency / hospital.
- 3.1.4.11 The security staff will be allowed leaves as per relevant labour laws. However, service provider shall ensure 100% availability of security staff for duty round the clock.



- 3.1.4.12 The Service Provider is required to arrange for the relievers, if any at their own risk and cost. They are required to deploy 100% Human Resource as per Schedule of Requirements at the given health facilities round the clock.
- 3.1.4.13 The service provider shall control unauthorized access to Hospital territory.
- 3.1.4.14 The service provider shall be bound to deploy at least one designated security guard / lady searcher in front of Nursery Ward, Pediatric Ward, CCU, ICU and other restricted areas i.e. Operation Theater etc. to permit only authorized persons or visitors to these areas. The Service Provider is required to maintain an updated record of all entering & exiting persons at specific point(s) (if required) and provide support to hospital staff in monitoring the infants in/out movement in Nursery Ward / Pediatric Ward as per provided SOPs.
- 3.1.4.15 The service provider shall ensure protection of the all the hospital staff and & property / assets of the staff and hospitals against theft and damage. The service provider shall prevent setting up of banners, posters, advertisements, graffiti etc. without Hospital Administration's permission in the Hospital territory/ premises. The security & safety of Solar Panels (if installed) is also responsibility of service provider and an independent Security Guard will be deputed to visit the site frequently in addition to his own duty.
- 3.1.4.16 There must be proper mechanism for entry & exit of any equipment/ Medicines/ Supplies etc. that must be done through authorized signature preferably after issuance of an INWARD or OUTWARD GATE PASS by hospital administration. The detailed mechanism regarding the gate pass shall be dictated by the Hospital Administration. The Service Provider is required to maintain an updated record for this entry & exit of any equipment/ Medicines/ Supplies etc. Record Keeping of entry and exist is the responsibility of the service provider at the designated entry/ exit points.
- 3.1.4.17 The service provider shall prevent trespass as well as the entry of unauthorized persons and unauthorized vehicle inside the premises of hospital.
- 3.1.4.18 The service provider shall control and restrict the unnecessary movement of traffic in Hospital premises. Prevent the entry and parking of vehicles at unauthorized areas. Security staff shall ensure that all the vehicles of public/ Hospital staff are being parked at designated area notified by the Hospital Administration. The entrance and exit gates of the Hospital shall be made clear from any encroachment for smooth traffic/ patient transfer.
- 3.1.4.19 In case of any incident such as theft, robbery, fight, accident inside the hospital, it is the responsibility of the service provider to coordinate/assist with designated hospital focal person in lodging of FIR, legal proceeding etc.



- 3.1.4.20 The service provider shall check entry and exit of the personnel, if required screen / inspect visitors/staff and their baggage, conduct body check (with the metal detector) to identify and take away sharp instruments, flammable stuff, **prohibited items like narcotics or any other item notified by any competent forum in the best interest of the public or Hospital's property**. Perform suppression and removal of invaders, demonstrators and unauthorized entrants.
- 3.1.4.21 The service provider shall recognize and respond to security threats or breaches. In addition to that, the service provider shall, recognize and respond to emergency situations and safety hazards such as fire, power outages, terrorist attacks, accidents, short circuits. The service provider shall have all emergency helplines Numbers for early response in case of emergency situation.
- 3.1.4.22 The Security Staff should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire-fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities. The Service Provider shall be bound to provide certified training to its staff within one month of commencement of services.
- 3.1.4.23 The Service Provider shall be bound to provide mock drills/exercises to its staff before joining the hospital in following areas and issue orientation certificate;
- a. Fire fighting
 - b. Anti-Terrorism
 - c. Parking Management
 - d. Crowd Management
- 3.1.4.24 The Service Provider shall patrol the Hospital area (outside surroundings and inside corridors) as required or as directed by the Office/Hospital Administration to prevent trespassing, vandalism, sabotage, theft etc.
- 3.1.4.25 The Service Provider shall be responsible to ensure the safety and security of Hospital's assets (moveable and immovable) including any items stored in Hospital's warehouse. An independent Security Guard will be deputed to monitor the same.
- 3.1.4.26 The service provider while remaining vigilant will assist the hospital administration in monitoring and provision of information about public events or other activities in the geographic area that may impact Hospital Operations.
- 3.1.4.27 The service provider shall report any occurrence of security violations to the Hospital Administration as quickly as possible.
- 3.1.4.28 The Security Staff on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the premises and report in case of such event.
- 3.1.4.29 The service provider shall ensure the safety of flower plants, trees and grassy lawns by the staff, outsiders or stray animals (i.e. dogs, cattle, etc.).



- 3.1.4.30 In emergency situations, security staff/supervisor deployed shall also participate as per their role defined in the Security plan of the Hospital. Security personnel should be sensitized by the hospital administration or concerned LEAs beforehand for their role in such situations.
- 3.1.4.31 The Service Provider shall be responsible for the confidentiality of the information. The Service Provider shall take and must have mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to the security plans, in relation to this Agreement or the Security Services. Neither the Service Provider nor any of the employees/agents shall discuss nor disclose verbally or in writing any information regarding any of the internal security operations with any uninvolved persons or agencies without prior written approval from the Hospital Administration.
- 3.1.4.32 The service provider shall be liable to pay compensation for any loss and damage caused to the property of the Procuring Agency/Hospital or its staff by the Service Provider or its workers. The Service Provider can also partner with an insurance company that will pay for the damage on behalf on the Service Provider.
- 3.1.4.33 The Service Provider shall be entirely responsible for the conduct of its staff and in case of any strikes by its personnel or any complaint against any staff, Service Provider will be under obligation to take necessary action including but not limited to replace any staff (under the clause of persona non grata) when instructed in writing by the Focal Officer appointed by the Procuring Agency. The Service Provider shall observe all the laws and will be responsible for any prosecution or liability rising from breach of labour laws. The Procuring Agency shall not be responsible for any such action with regard to staff on the rolls of the Service Provider whatsoever.
- 3.1.4.34 In case, a security guard is not performing his duties well, he/she shall be served a warning letter by Hospital administration and if, after one week, he/she is still not able to perform his/her duty, service provider will replace the said staff. However, hospital administration reserves the right to ask Service Provider to replace any security personnel without any reason.
- 3.1.4.35 Any other duties/responsibilities assigned by the Hospital Administration may be incorporated in the agreement. The same shall also be binding on the Service Provider.
- 3.1.4.36 The Service contract include, but are not limited to, the following:
- Conduct periodic outside patrols and periodically roam floors. Inspect packages, briefcases, purses, duffel bags, and other items being brought into or being removed from premises of the building.
 - Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such event, Contractor will summon appropriate response agencies and then notify to



the concerned authorities in accordance with applicable orders and policies; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.

- Provide escorts for dignitaries, as required.
- Provide key and lock support to include unlocking and locking services.
- Prevent unauthorized access to High Risk areas (Labor Rooms/Wards/OTs/Doctor Examination Room).
- Check all floors as personnel leave for the day to ensure that lights and any other electrical units are turned off.
- Traffic Control: Serve as required in traffic direction; control and monitor admittances to parking areas.

3.1.4.37 All security staff will be enrolled on the bio-metric devices installed at the hospital by the Department. Service provider shall ensure that its security staff uses these devices for attendance marking. Their attendance will be monitored duly by the hospital administration through the biometric devices. Bio-Metric Attendance Sheet shall be a mandatory part of monthly invoice from the second month of commencement of services.

3.1.4.38 In case of non-availability / non-functionality of Bio-Metric Machine, for reasons to be recorded in writing by Hospital Administration and Operations Wing, PMU, requirement of biometric attendance for a hospital for a specific month / time period can be dispense with.

3.1.4.39 **If required by the Procuring Agency, the Service Provider shall install its own Bio-Metric Machine (Installed & Maintained by Service Provider) under the supervision of hospital administration having the dual Biometric Measurements: Face & Fingerprint.** Provision of Internet and integration with the central dashboard will be provided by Procuring Agency / Hospital. The Hospital Administration on daily basis will verify the record of the same. The specification of bio-metric machine is tabulated below;

Sr. #	Specification	Description
1.	Face Capacity	Minimum 200
2.	Identify mode	Face, Fingerprint and password
3.	Maximum Attendance Log	100,000
4.	Display Language	English
5.	Battery	Built in Battery Backup
6.	U-disk	Supported
7.	Communication	TCP/IP, 4G (Operational)
8.	Attendance Software	Centre cloud based attendance software
*The procuring agency reserves the right to require the sample of biometric attendance machine.		

3.1.4.40 Service provider shall be bound to pay its staff before 10th day of each month and salaries shall not be linked to any other payment which contractor is entitled to receive from the Procuring Agency.



- 3.1.4.41 Service Provider shall pay its personnel not less than the minimum wages as notified by Government of Punjab and any other labor laws of Pakistan including other benefits mandated by the law.
- 3.1.4.42 Service Provider will disburse salaries through E-Channel i.e. Bank Account / Easy Paisa / Jazz Cash etc. and proof of the same must be readily available with the service provider all the time. The service provider will provide Bank Advice with due verification from concerned bank (having details of employee name, account no. and amount transferred) or electronically generated individual staff transaction details (having details of employee name, account no. and amount transferred) or Bank Statement with verification of bank (having details of employee name, account no. and amount transferred) in order to substantiate its claim and the same must be attached with the respective monthly invoice and attach E-channel Receipt with the same month invoice. However, E-channel receipt is exempted for first month of the contract.
- 3.1.4.43 **Service Provider is liable to pay contributions of EOBI and PESSI of Security Personnel employed against the instant contract.**
- 3.1.4.44 The services provider shall provide the names, address, CNIC, age, Security Clearance Certificate and Medical Certificate of the Security Personnel to procuring agency / respective hospital. The service provider shall provide the discharge book by concerned competent authority of the security personnel hired against Ex-Army/ Law Enforcement Agencies category. **File of Security Personnel** will be maintained by Service Provider at every Hospital and a copy will be shared with the respective client Hospital management / procuring agency. The services provider shall provide the names, address, age and a fresh medical certificate of the workers to be deployed at the Hospital well in advance.
- 3.1.4.45 The Procuring Agency reserves the right to direct the service provider for replacement of Security Staff and the service provider shall be bound to do the same. Non-compliance may result in punitive action against the Service Provider.
- 3.1.4.46 In the event of any illness/ injuries resulting from any accident to their staff, the service provider shall take all responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for the same without making Procuring Agency a party to it.
- 3.1.4.47 In case of any disputes among the Security Staff, the service provider shall resolve the same at the earliest to ensure that there is no interruption in the provision of security services to the client hospitals.



- 3.1.4.48 The security staff and their affairs relating to their employment will be the sole responsibility of the service provider and in this regard no extraneous influence will be brought to bear upon the client hospital management or the Procuring Agency.
- 3.1.4.49 The service provider will ensure that all security staff deputed at the client hospital is adequately immunized against all types of communicable diseases (Hepatitis B&C, HIV etc.) and preventively monitored through health check-ups. The Service Provider will submit screening reports to the Procuring Agency / Hospital in this regard.
- 3.1.4.50 The service provider will perform Security duties in both the covered and uncovered areas including lawns, open spaces, walkways, roads, roofs and up till the boundary wall of the hospital. However, security of residential areas of the hospitals is not in scope of services of service provider.
- 3.1.4.51 Supervisors shall be employed by the service provider for 24 hours in each hospital.
- 3.1.4.52 The Service Provider shall be bound to engage and include, after due diligence, the workers, utilities and equipment which are recommended by the Client.
- 3.1.4.53 The Service Provider shall ensure that female security staff is hired for female and children wards/departments.
- 3.1.4.54 During the term of this Agreement, Hospital Administration shall attach Salary Verification Certificate with same month invoice clearly mentioning therein the amount paid to each security guard.
- 3.1.4.55 Any leave by any worker violating the SOPs notified by the Procuring agency shall also constitute as breach of the contractual provision.
- 3.1.4.56 Daily duty hours of every worker shall be 8 hours for (03 shifts) morning, evening and night shift respectively, provided that if any worker is arriving late, up to fifteen minutes and leaving early up to fifteen minutes, shall not be considered as deductible and early and late working, up to fifteen minutes, shall not be considered as chargeable / deductible.
- 3.1.4.57 Verification of the particulars, reference check and criminal record check, of the workers, shall be the responsibility of the Service Provider.

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3.1.4.58 Service Provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations of the hospital.

3.1.4.59 Service Provider shall immediately upon receipt of request replace any service personnel who may be considered undesirable and incompetent by the procuring agency / hospital administration.

3.1.4.60 Service Provider will be responsible to provide quality human resource with demonstrable experience in each hospital as per Qualification & Experience of human resource in first month.

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

- **Request Letter containing Justification for increase in HR from Medical Superintendent to Director Operations PMU.**
- **Recommendation of Operations Wing, PMU**
- **Approval of Project Director of Procuring Agency/PMU**

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

3.1.4.62.1 If Medical Superintendent wants to surrender any extra security staff (if any) he may do so by requesting Procuring Agency to take up the matter with the service provider.

3.1.5 Security Staff Requirements

3.1.5.1 Service Provider will supply all the staff necessary to complete the duties as mentioned in the Documents. Service Provider will supply all the staff / Security Personnel's necessary to complete the duties as mentioned in this document. (Security Personnel's i.e. Ex-Army / Law Enforcement Agencies Personnel's (LEA-Personnel'), Civilian and Lady Searcher & Supervisors etc.)

3.1.5.2 The Service Provider shall be responsible for furnishing all ammunitions, uniforms, detectors and other related equipment at the hospital as mentioned in the documents.



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- 3.1.5.3 Arms shall be in working condition at all the time. Armed Guards must be equipped with sufficient cartridges
- 3.1.5.4 All arms wielded by personnel of the Service Provider must be licensed in the name of the company and a copy of each armed license/ Equipment/ Authority letter to relevant guard, where applicable shall be submitted to the Hospital Administration for verification and record purpose.
- 3.1.5.5 The Security Guard on duty shall not leave the premises during duty hours.
- 3.1.5.6 An authorized representative of the Service Provider shall ensure his/her presence at short notice when required by the administration.
- 3.1.5.7 Service Provider will provide additional staffing, as requested by the Hospital, for special events. These special events can require the Service Provider to provide staffing outside of our normal working hours.
- 3.1.5.8 The Service Provider shall be responsible for all acts done by the personnel engaged by it. The Service Provider shall at all-time use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that all its personnel are aware of the code of conduct governing the services including the Security Services.
- 3.1.5.9 The Service Provider shall ensure that it does not engage or continue to engage any personnel with criminal record / conviction or otherwise undesirable persons and shall bar such person from participating directly or indirectly in the provision of Security Services.
- 3.1.5.10 Minimum desired standards documents of personnel shall be required as below:
- a) Physical Fitness Certificate (Clear of Morbidity) from any Government Teaching Hospital / DHQ Hospital
 - b) Psychological Fitness Certificate from any Government Teaching Hospital / DHQ Hospital
- 3.1.5.11 All Security Guards assigned must be alert, punctual, physically fit, in good health, without physical/mental abnormalities/defects which could interfere with the performance of his/her duties including good vision without color blindness. They should possess good physique, necessary skills, knowledge, expertise and experience to satisfy the requirements of the security & safety work involved. They should not be suffering from any contagious/major diseases
- 3.1.5.12 The Service Provider's staff appearance will be influential in creating a good image of Hospital. Their appearance shall set a good example. The Service Provider shall ensure that guard personnel at all times present a neat and clean appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment.



- 3.1.5.13 If the assigned Security Personnel does not report on duty on time, the Service Provider is required to send a replacement personnel immediately, without jeopardizing the security.
- 3.1.5.14 During non-operational hours, the Security supervisor will check all doors to ensure that they are locked, inspect all areas by turning on a minimum number of lights, check for open windows, running or dripping water.
- 3.1.5.15 The Security Personnel shall take appropriate action to preclude or minimize loss and render reports of all incidents, accidents, property damage, and maintain all records in connection with the duties and responsibilities of the security force. They shall comply with inspection rounds requirement.
- 3.1.5.16 The Service Provider shall nominate a focal person (supervisor), to engage regularly with the Hospital administration. The Service Provider shall ensure 24/7 availability of such focal person. Hospital administration will engage this focal person to resolve day-to-day queries/issues/problems.
- 3.1.5.17 The Service Provider shall also nominate a focal person, to engage regularly with the Procuring Agency. Procuring Agency will engage this focal person to resolve day-to-day queries/issues/problems.

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3.1.6 Qualification of Security Personnel

Sr. #	Description	Qualifications & experience
1	Supervisor	<p>Minimum Qualification: Matric</p> <ul style="list-style-type: none"> • Act as an interface between the Client and the contractor's staff. • Maintaining duly signed daily audit sheets and complaint registers • Record requests and feedback from the client from time to time and appropriate actions taken. • Coordinate any kind of shifting/ relocations of the staff and the same shall also be reported to the client • Responsible for the turnout / grooming of the entire facility staff. • Decide on the work and staff deployment on a daily basis • Maintain attendance for all the staff. • Ensuring presence of the staff at their respective stations and the completion/ compliance of the various duties assigned to them. • Help induce a sense of responsibility, discipline and hygiene in all employees. • Maintain log of all equipment and utilities' allocation and utilization • Submit the required reporting forms. • Should be medically fit <p>Minimum experience: Ex/Retd - NCO / JCO from Army (No category-C serviceman is allowed) Gender: Male Age: 40-55 Years</p>
2	Security Personnel (Civilian & Ex-Army / LEAs)	<p>Job Description: (As listed in scope of services)</p> <p>Minimum Qualification: Middle Pass Minimum experience: At-least 5 years (as security guard or ex-serviceman) Gender: Male Age: 25-50 Years</p>
3	Security Personnel (Lady Searcher)	<p>Job Description: (As listed in scope of services)</p> <p>Minimum Qualification: Middle Pass Minimum experience: At-least 5 years (as security guard or ex-serviceman) Gender: Female Age: 25-50 Years</p>

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SECTION-IV: General Conditions of Contract

1. Definitions	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <p>(a) "The Contract" means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>(b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.</p> <p>(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Service Provider is required to perform security services under the Contract.</p> <p>(d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Service Provider covered under the Contract.</p> <p>(e) "GCC" means the General Conditions of Contract contained in this section.</p> <p>(f) "SCC" means the Special Conditions of Contract.</p> <p>(g) "The Procuring Agency" means the Project Management Unit, Primary & Secondary Healthcare Department.</p> <p>(h) "The Procuring Agency's country" is the country named in SCC.</p> <p>(i) "The Service Provider" means the Bidder or firm supplying the Services under this Contract.</p> <p>(j) "The Project Site," where applicable, means the place or places named in SCC.</p> <p>(k) "Day" means calendar day.</p>
2. Application	2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. Country of Origin	3.1. All Services supplied under the Contract shall have their origin in Pakistan.
4. Standards	4.1. The services supplied under this Contract shall conform to the standards mentioned in the Scope of Services.
5. Use of Contract Documents and Information;	5.1. The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other



Inspection and Audit by the procuring agency.	<p>than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2. The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC except for purposes of executing the Contract.</p> <p>5.3. Any document, other than the Contract itself, enumerated in GCC shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.</p> <p>5.4. The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Procuring Agency.</p>
6. Performance Guarantee	<p>6.1. Within Ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & ITB.</p> <p>6.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.</p> <p>6.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or (b) a cashier's or certified cheque or CDR. <p>6.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p>
7. Incidental material	<p>7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC.</p>
8. Payment	<p>8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.</p> <p>8.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an</p>

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	<p>invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.</p> <p>8.3 Procuring agency will provide "Mobilization Advance" of two (02) months, subject to availability of funds, in lieu of services to be provided in future, subject to submission of separate bank guarantee with 100% encashment warranty and subject to confirmation by the concerned Bank for each package, duly valid till the clearance of the advance payment in subsequent invoices. However, it will not be an exclusive right of service provider.</p>
9. Prices	9.1. Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC / BDS.
10. Change Orders	<p>10.1. The Procuring Agency may at any time, by a written order given to the Service Provider, make changes within the general scope of the Contract, only if required for the successful completion of the job.</p> <p>10.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.</p>
11. Contract Amendments	11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
12. Assignment	12.1. The Service Provider shall not assign the whole or any part of the contract to anybody else.
14. Delays in the Service Provider's Performance	<p>14.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deployment Plan as prescribed by the Procuring Agency in Section II.</p> <p>14.2. If at any time during performance of the Contract, the Service Provider encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's-time for performance, with or without fines and penalties.</p>



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	14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its contractual obligations shall render the Service Provider liable to the imposition of fines and penalties.
15. Liquidated Damages	15.1. Subject to GCC Clause 17, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the 05% of the contract price. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.
16. Termination for Default	<p>16.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> (b) if the Service Provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14; (c) if the Service Provider fails to perform any other obligation(s) under the Contract; or (d) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009. (e) <i>“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:</i> <p><i>“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following: coercive practice by impairing or harming, or threatening to</i></p>

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impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.

16.2. In the event, the Procuring Agency terminates the Contract in whole or in part, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

17. Force Majeure

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight

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	<p>embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".</p> <p>25.3.If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.</p>
18. Termination for Insolvency	<p>18.1.The Procuring Agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.</p>
19. Termination for Convenience	<p>19.1.The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>19.2.The Services that are complete (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices.</p>
20. Resolution of Disputes	<p>20.1.After signing the contract, the Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>20.2.If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.</p>
21. Governing Language	<p>21.1.The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation.</p>

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	All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
22. Applicable Law	22.1.The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
23. Notices	23.1.Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC. 23.2.A notice shall be effective when delivered or on the notice's effective date, whichever is later.
24. Taxes and Duties	24.1.Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until provision of the contracted Services to the Procuring Agency.
25. Change in minimum wage rate	25.1. If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per percentage increased (Prorate Basis) in minimum wages declared for such category.
26. Extension in Contract period	26.1 Initially the contract will be for one (1) year. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period upto a One year on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

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SECTION-V: Special Conditions of Contract

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: PMU, P&SH Department

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Service Provider is: M/s GB Security Services Pvt. Ltd having registered office at (Office # 200, Ground Floor, Glamour Heights, 6/13-C, Waris Road, Lahore

2. Performance Guarantee (GCC Clause 6)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: 05% of the Contract Amount.

3. Incidental Materials (GCC Clause 7)

GCC 7.1—Incidental materials to be provided in the GCC

4. Payment (GCC Clause 8)

GCC 8.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

Payment for Services provided:

Payment may be made in Pak. Rupees.

(i) The invoice of the Service Provider shall be submitted as follows;

Invoice Checklist (to be attached with invoice)			
Sr.	Description	Annexure	Attached
1.	MS Covering Letter / Noting signed by MS & NMS (Admin, HR, Budget and Account, Audit officer etc.) (Covering letter must have proper Letter No., Date and Breakdown of Penalties)	A.	
2.	Original invoice/bill(s) signed by MS & NMS	B.	
3.	Separate Corrected Invoice Detail signed by MS & NMS, if required.	C.	
4.	Penalties Calculation Sheet signed by MS, NMS & Respective Supervisor and must be shared with the Service Provider for his record.	D.	
5.	Salary Verification Certificate signed & stamped by Admin Officer and E-channel Receipt signed & stamped by Service Provider	E.	
6.	If NMS position is vacant in the hospital (Admin, HR, Budget and Account, IT, Audit officer), attach letter that he has not joined yet, it should only be signed by MS	F.	
7.	Bio Metric Attendance as mentioned in Scope of Services	G.	
8.	Any other document if required for processing of payments.	H.	

Note:

a) The Service Provider must submit the invoice in proper File Cover so that the documents to be attached by Hospital Administration don't get spoiled and disintegrated.

b) It is mandatory for each admin officer / FBO and Audit Officer to Sign (signature & stamp) each page of the invoice. Beside the signature & stamp of Admin Officer / FBO and Audit Officer on every page, other documents should be signed (signature & stamp) by the relevant officers i.e. (Biometric Attendance signed by IT Officer).



c) The page numbering of the whole invoice must be done adequately and documents must be attached in the same sequence / order as mentioned in the table.

5. Prices (GCC Clause 9)

GCC 9.1—Prices shall be fixed and shall not be adjusted. However, in case of change in minimum wage rate through official notification; the contract price based on minimum wage rates shall be adjusted on prorata basis, as decided by the Procuring Agency.

6. Liquidated Damages (GCC Clause 15)

As per GCC 15.1

In addition to that, details of Fines and Penalties are attached as per Annex-A

7. Resolution of Disputes (GCC Clause 20)

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

8. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be English

9. Applicable Law (GCC Clause 22)

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

10. Notices (GCC Clause 23)

GCC 23.1—Procuring Agency's address for notice purposes: 31-E/1, Shahrah-e-Imam Hussain, Gulberg III, Lahore

Service Provider's address for notice purposes: M/s GB Security Services Pvt. Ltd having registered office at (Office # 200, Ground Floor, Glamour Heights, 6/13-C, Waris Road, Lahore

11. Duration of Contract (GCC Clause 26)

GCC 26.1 The contract shall come in to force from the date of signing of contract or date of commencement of services whichever is earlier. The Contract shall be valid for One Year, which may be further extended for the term as decided by mutual consent upto maximum of One Year.

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Annexure-A

FINES & PENALTIES

Sr.No.	Summary of Penalties	Penalties in PKR
1.	Attendance less than 100% (Absent / Vacant / Not Deployed) (It should be the responsibility of Service Provider to maintain 100% attendance (each day) of HR as mentioned in the Contract. In case any of service provider's personnel(s) as mentioned under the contract is (are) absent / Vacant / Not-deployed, for every missing personnel that was required to stay on duty for that particular day, a penalty as mentioned in column 03 shall be charged)	Rs. 1000 as penalty in addition to deduction amount of quoted daily wage per day per personnel as per contract (Amount of quoted daily wage rate will be calculated on the basis of 30 days per month)
2.	In case of Absent / Vacant / Not Deployed during public/local holidays or any other special occasions (penalty at Sr # 01 will not implement for that particular day)	Rs. 1500 as penalty in addition to deduction amount of quoted daily wage per day per personnel as per contract
3.	Staff is found without uniform that includes Shirt & Trousers, Shoes, Belt and Cap etc.	Rs. 500 will be charged for each such staff for that particular day.
4.	In case any of service provider's personnel deployed under this contract is not present at his assigned place of duty during inspection or is a habitual late comer or leaves early.	Penalty of Rs. 500/- per vacant point / late arrival / early leaving per shift will be imposed.
5.	If any worker (after performing duties for complete month) is not paid minimum wage as per the number of days he / she performed the duty.	5,000 + (Difference of Amount between paid salary and notified minimum wage rate) shall be imposed as penalty per person per month.
6.	Procuring agency may desire to replace any personnel with justifiable reason and failure to do so in seven 07 Days shall be considered as breach of contract.	Rs. 2,000 per Day per Personnel will be imposed for non-compliance of directions of procuring agency.
7.	Any protest or strike observed by the security staff due to any action of the Service Provider i.e. Late / Non disbursement of salary, Non-compliance of Minimum Wage Rate etc.	Rs. 100,000 per incident per day till calling off the strike.
8.	Service provider shall be responsible to provide Ex-Army Guard / (LEA-Personnel') according to Section-II Schedule of Requirements/ Deployment Plan	An Amount of Rs. 10,000/- per day till the availability of the Ex-Army Guard / (LEA-Personnel') according to Section-II Schedule of Requirements/ Deployment Plan
9.	In case of non-availability/ un-serviceable/ out of order Security Equipment as listed below. i. Weapons (with ammunition) ii. Hand Metal Detectors (where required) iii. Torch Light (Good Quality and Range) during Evening and Night Shifts	Rs. 1000 will be charged per equipment per day. In case of non-availability of Torch Light Rs. 100 will be charged per day per item.



10.	In case of theft of major equipment / fixtures (AC, water cooler, Wires, water pumps, LED Screens etc.) by the intruder due to negligence of security staff	Rs. 5,000 will be charged as penalty plus amount of loss incurred by Health facility as approved by inquiry committee.
11.	If security staff is found involved in any misuse / theft/ pilferage / anomaly of any Hospital Equipment / property.	Rs. 5,000 in addition to termination of individual alongwith FIR and amount of loss incurred by Health facility as approved by inquiry committee.
12.	In case any (Public / General) complaint is received attributable to misconduct / misbehaviour, financial benefits of service provider's personnel & is assessed as true by hospital administration, (depending on the severity of the incidence) for each such incident shall be levied and the same shall be deducted from service provider's bill. The service provider must require to surrender the accused personnel up till the charge will be proven or otherwise.	Rs 10,000/- will be charged
13.	Security Service provider will ensure the disbursement of salaries within 10 days of each month. *The service provider will be responsible for paying his employees in the institution in the first 10 days of every month. Such payment will not depend on the payments made by the Procuring Agency to the service provider. The service provider will pay his employees from his own resources. Partial Payment will not be considered paid.	Rs. 100 per staff per day will be charged till 10 th day of next month. (However, in special / unavoidable circumstances, if payment are delayed to the service provider by procuring agency for more than 90 Days for a particular hospital, this penalty shall not be imposed / applicable from 91 st day onwards.
14.	Non-submission of E-Channel Receipt for a particular month	Rs 2,000/- per person will be charged

Important Points:

- a) Any protest or strike observed by the security staff due to any action of the Service Provider i.e. Late / Non disbursement of salary, Non-compliance of Minimum Wage Rate etc. will be considered a breach of contract and may lead to issuance of show cause notice / explanation letter in addition to the penalty mentioned. Three show cause notices / explanation letters may lead to termination of contract. In addition to that procuring agency may initiate blacklisting proceedings along with forfeiture of performance guarantee, as per discretion of the procuring agency. An occurrence of strike will be documented by the hospital administration and the reasons of strikes shall not be attributed to the procuring agency.
- b) Penalty should be charged in case the contractor fails to enroll 100% HR on any day as agreed in the contract. For example if 100 personnel are agreed then there must be 100 person enrolled on each day. If on any day the enrolled personnel are supposed to be 99 then penalty should be charged for missing 1 personnel.



c) The amount of the penalty will be imposed / approved / recommended by Administrative Head of the Institution

Note: The administration and service provider shall create a WhatsApp Group to address the operational issues and complaint management for immediate response. However, official correspondence shall be made as per Govt. norms. The respective hospital will share the details of the performance penalties from time to time to the Service Provider.

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Annex-B

Salary Verification Certificate By Hospital Administration

Salary Verification Certificate By Hospital Administration of THQ HOSPITAL _____ For the Month of __ (As per Prevailing Labour Laws, Minimum Wage Rate and any other)					
Sr.	Name of Security Staff	CNIC	No. of Days Worked	Amount Paid	Verification Status by Hospital Administration (Verified / Not Verified)
1					
2					
3					
4					

Admin Officer: Signature _____

Stamp: _____

Note: The Service provider shall be bound to pay its staff before 10th of each month through E-channel only, and the E-channel Receipt (signed & stamped by Service Provider) must be attached with the Monthly Invoice of the same month for processing. However, E-channel receipt shall be a mandatory part of monthly invoice from the second month of commencement of services. It is further clarified that above Salary Verification Certificate by the Hospital Administration for a particular month should be part of monthly invoice from the day first.



Annex-C

Monthly Attendance Pro-forma and Penalty Calculation Sheet

THQ HOSPITAL _____																								
Monthly Comprehensive Attendance & Penalty Calculation of SECURITY Services for the Month of (xxx) (Based on Bio-Metric Attendance)																								
S r. #	Name	C NIC	Designation	Shift / Deployed Place	Bio-Metric Attendance Reference / Page No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
						SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU
1						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
2						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
3						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
4						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
5						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Required / Deployed Personnel per day as per Contract 85% of Total Strength																							0	
Total Present on each Day																								0
Total Absent / Missing Personnel per day																								0
SECURITY Personnel Without Uniform (etc.)																								0
No. of Late Arrivals, Early Leave, Vacant Points per day																								0
Penalty on Absent / Missing Personnel per day 500 * (Daily Wage Rate of Respective Category)																								0
Penalty on SECURITY Personnel Without Uniform																								0
Penalty on Late Arrivals, Early Leave, Vacant Points per day (200 per incident)																								0
Total HR Penalty on Each Day																								0

*Daily Wage Rate = Quoted Rate (Category Wise) / 30

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Annex-D-

Equipment Penalty Calculation Sheet

THQ HOSPITAL _____						
Equipment Penalty Calculation Sheet for Security Services (_____) for the Month of (_____)						
Sr. #	Date	Description	Detail as per Appendix 1		Penalty (As per Contract)	Total Penalty per Day
			Required	Available / Functional		
1	1-Mar-22*	Weapons (with ammunition)				
		Hand Metal Detectors				
		Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, Jacket in winter etc.				
		Torch Light (Good Quality and Range)				
2		Weapons (with ammunition)				
		Hand Metal Detectors				
		Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.				
		Torch Light (Good Quality and Range)				
3		Weapons (with ammunition)				
		Hand Metal Detectors				
		Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.				
		Torch Light (Good Quality and Range)				
-	-					
30		Weapons (with ammunition)				
		Hand Metal Detectors				
		Uniform including Shirt & Trousers, Cap Shoes Belt, Name Tag, etc.				
		Torch Light (Good Quality and Range)				

(Handwritten signature)

*Sub - my
Lm*

