

Peoples University
of Medical & Health Sciences for women
Nawabshah, Shaheed Benazirabad, Sindh, Pakistan



BID DOCUMENT

**HIRING OF SECURITY SERVICE AGENCY
FOR PUMHSW (MAIN & NEW CAMPUS)**

FINANCIAL YEAR 2022-2023
(Single Stage – Two Envelope Procedure)
(“Most Advantageous Bid”)

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INTRODUCTION

Dear Bidder,

The Peoples University of Medical & Health Sciences(PUMHSW) appreciate your interest in response to this Notice Inviting Tender, which is advertised in three leading newspaper (Kawish, Jung and Dawn on August 5, 2022) also hoisted at the websites of SSPRA & PUMHS.

The PUMHS is premiere educational institute in Nawabshah imparting quality education to the nation. The PUMHS is interested to avail the goods / services as required in this bid document of high potentiality from your esteemed firm. It's also expected to avail goods / services of high standards meet our prime & basic need through this tender.

Feel free to contact the Deputy Director Purchase on +92-244-366210 or ddp@pumhs.edu.pk for any information and query.

Thank you.

***Chairman,
Central Purchase Committee, PUMHSW***

TENDER : _____

FOR PUMHSW.

TENDER PURCHASE RECEIPT

This is to certify that this tender document is issued to below mentioned bidder/firm/company. The bidder had submitted the tender application along with tender fees (non-refundable), attached with NTN, GST & SRB (where applicable) certificate copies. The details are as under:

Registered Name _____

NTN Number _____

GST Number (For Supply / Goods) _____

SST Number (For Services) _____

Pay Order / Challan # _____, Dated: _____

Rs. _____, Bank _____

Representative of the Firm _____

Contact Number Mobile: _____

Contact Number PTCL: _____

Email Address: _____

Postal Address: _____

Deputy Director Purchase
Peoples University of Medical &
Health Sciences for Women, Nawabshah, SBA.



**PEOPLE'S UNIVERSITY OF MEDICAL & HEALTH SCIENCES
FOR WOMEN, NAWABSHAH**

“SAY NO TO CORRUPTION”

**No. PUMHSW/CPC/PROC:/105.
03-08-2022**

NOTICE INVITING TENDER

The Sealed bids are invited from the well reputed firms. The details of tenders are as under:

Sr.	Tender Description	Bid Procedure
01	Hiring of Security Service Agency (Complete Package)	Single Stage –Two Envelop
02	Procurement of Echocardiography Machine	
03	Procurement of Furniture Items	
04	Procurement of Chemical & Glassware	
Bid Doc. Issuance		Documents will be issued from the first day of publication in SPPRA & Newspapers of this advertisement up to 22-08-2022
Bids Submission		(Date & time): 23-08-2022 at 10:45(AM) The Bids received after the due date and time will not be accepted.
Bid Opening		(Date & time): 23-08-2022 at 11:30(AM)
Bid Security		3% in the shape of Pay Order in the name of Vice Chancellor, PUMHSW

2. Eligibility:

- (i) Valid registration in NTN, GST & SRB (Where applicable).
- (ii) Experience: Minimum three of experience in the relevant field.
- (iii) Turnover: as mentioned in Bid Document.
- (iv) Bids shall be evaluated as per Criteria mentioned in bid document.
- (v) The bidder shall read all the terms & conditions mentioned in Bid Document.

3. Bidding/Tender Documents:

- (i) Tender Documents with detailed specifications can be obtained from the office of Deputy Director Purchase, PUMHSW. The bidder shall submit an application along with tender fee in the name of Chairman, Central Purchase Committee and the copy of valid NTN, GST & SRB (where applicable).
- (ii) The bidder shall pay the tender fees (Non-Refundable) of Rs. 3,000 per tender in the shape of Pay Order in the name of Vice Chancellor, PUMHSW.
- (iii) The bidder shall send the application, tender fee / Pay order (Non-refundable), NTN & GST copy to Deputy Director Purchase, PUMHSW on or before the last date of tender issue date. Because, in case of any modification / amendment in the tender document, will be communicated to bidder within reasonable time.
- (iv) The bid document will be Issued and Submitted in the office of Deputy Director Purchase, PUMHSW. The place of opening will be Committee Room of Vice Chancellor at Latif Hall, Peoples University of Medical & Health Sciences, Nawabshah.
- (v) The Tender Document can also be downloaded from the official website of PUMHSW (www.pumhs.edu.pk/) and SPPRA-PPMS (www.ppms.pprasinidh.gov.pk).
- (vi) For any information fell free to contact at PTCL (0244-366210) and email address (ddp@pumhs.edu.pk).

Chairman,
Central Purchase Committee

INSTRUCTIONS TO BIDDER (ITB)

1. SOURCES OF FUNDS

Recurring Budget of current financial year of Peoples University of Medical & Health Sciences, Nawabshah(SBA). The eligible payment under the contract is to be made from allocated budget.

2. ELIGIBLE BIDDERS

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 (amended 2017) and its Bidding Documents except as provided hereinafter.
- 2.2 This Invitation for Bid is open to all firms having three years of experience in the relevant field within Pakistan or abroad, and their Authorized Agents / Importers / Bidders / Distributors.
- 2.3 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the University to provide consulting services for the preparation of the design, specification, and other documents to be used for the procurement of the goods under this NIT.
- 2.4 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Federal Govt. or Provincial Govt.
- 2.5 Bidder should not be eligible to bid, if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government organization.

3. ELIGIBLE GOODS

- 3.1 The origin of all the goods & related services to be supplied under the Contract should be mentioned.
- 3.2 Origin means the place where the goods are mint, grown or produce or the place from which the related services are supplied.
- 3.3 The Origin of goods and services is distinct from the nationality of bidders.
- 3.4 All goods (mention in the bill of quantities) and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services.

4. COST OF BIDDING

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

THE BID DOCUMENT

5. CONTENTS OF BID DOCUMENT

- 5.1 The Bidding Document in addition to the Notice Inviting Tender(NIT) include:
 - i. Instructions to Bidders (ITB).
 - ii. General Conditions of Contract(GCC).
 - iii. Special Conditions of Contract (SCC).
 - iv. Bid Data Sheet
 - v. Schedule of Requirements / Bill of Quantities.
 - vi. Bid Form and Price Schedules
 - vii. Experience in the relevant field
 - viii. Contract Form
 - ix. Performance Security Form
 - x. Bid Declaration.
- 5.2 In case of discrepancies between the Invitation for Bid (IFB) / Tender Notice and the Bidding Document, the Bid Document shall take precedence.
- 5.3 The bidders are expected to examine all instructions, forms, terms, and specifications in the bid document. Failure to furnish complete information required in the bidding document or to submit a bid not substantially responsive to the bidding document may result in rejection of its bid.

6. CLARIFICATION OF BID DOCUMENT

- 6.1 A interested Bidder requiring any clarification of the bid documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for

clarification of the bid documents, which it receives not later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. AMENDMENT OF BID DOCUMENT

- 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bid document by amendment.
- 7.2 All interested bidders that have received the bid documents will be notified of the amendment in writing and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BID

8. BID PROCEDURE

- 8.1 **Single Stage – Two Envelope Procedure** under SPPRA Rule number **46-2**.
 - (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - (b) Envelopes shall be marked as “FINANCIAL PROPOSAL” and TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
 - (d) Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
 - (e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - (f) No amendments in the technical proposal shall be permitted during the technical evaluation;
 - (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
 - (h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
 - (i) The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.

9. LANGUAGE OF BID

- 9.1 The bid document and the bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be in **English**. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

10. DOCUMENTS COMPRISING THE BID

The bid prepared by the Bidder shall comprise the following:

- (a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
- (b) Bid Security.
- (c) Bid Form.
- (d) Documentary evidence that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted (as defined in *ITB Clause 2*);
- (e) Supply orders in the relevant field.
- (f) Undertaking that the bidder is not black listed by any firm.
- (g) Documentary evidence to the effect that the goods to be supplied by the Bidder are eligible goods and related services;

11. BID FORM

- 11.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, warranty/Guaranty(if applicable), and prices.

12. BID PRICES

- 12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 12.2 The prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate payment shall be made of the incidental services.
- 12.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.
- 12.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

13. BID CURRENCIES

- 13.1 Prices shall be quoted in Pakistani Rupees for goods mentioned in the bill of quantities.

14. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 14.1 Pursuant to *ITB Clause 2 & 3*, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications and experience to perform the contract.

15. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

- 15.1 Pursuant to *ITB Clause 2, 8, 10 and 18*, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract and shall consist of:
- 15.1.1 a detailed description of the essential technical and performance characteristics of the goods;
- 15.1.2 the Bidder shall note that standards for workmanship, material and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specification are intended to be descriptive only and not restrictive: till stated otherwise in Technical Specifications or Bid Data Sheet.

16. BID SECURITY

- 16.1 The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the Bid Data Sheet.
- 16.2 The Bid Security shall remain valid for a period of 28 days beyond the bid validity period. or till it is revalidated/extended for a period mutually agreed upon by the procuring agency and tenderer.
- 16.3 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 16.4 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity; or (b) in the case of a successful Bidder, the Bidder fails:
- (i) to sign the Contract; or
- (ii) to complete the supplies in accordance with the General / Specific Conditions of Contract.
- (iii) to furnish performance security after the award of contract.
- 16.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency.
- 16.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract and submission of performance security, *pursuant to ITB Clause 37*.

17. BID VALIDITY

- 17.1 Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.
- 17.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under *ITB Clause 16* shall also be suitably extended.

- 17.3 A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
- 17.4 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.

18. ALTERNATIVE BIDS

- 18.1 If any bidder elects to submit alternative proposal(s), complete information on the alternative items including all data relating to technical specifications shall be given as per following table.

Sr. #	Description of Stores	Statement of Variation from Spec	Reasons for Variations

SUBMISSION OF BIDS

19. SEALING AND MARKING OF BIDS

- 19.1 The envelopes shall:
- bear the name and address of the Bidder;
 - bear the specific identification Name and NIT reference number;
 - bear the Procuring Agency's name and address
 - a statement: "**DO NOT OPEN BEFORE**" the time and date specified in the Bid Data Sheet.
- 19.2 If the envelope is not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

20. DEADLINE FOR SUBMISSION OF BIDS

- 20.1 Bid must be submitted by the bidder and received by the Procuring Agency at the specified address not later than the time and date specified in the Bid Data Sheet.
- 20.2 The Procuring Agency may, at its convenience, extend the deadline for submission of bids, by amending the bidding documents as mention in *ITB Clause 7*.

21. LATE BID

- 21.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall not be entertained and returned unopened to the bidder.

22. MODIFICATION AND WITHDRAWAL OF BIDS

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification (including substitution or withdrawal of the bids) is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 No bid may be modified and withdrawn after the deadline for submission of bids.
- 21.3 Withdrawal of a bid before the validity period of bid security may result the forfeiture of bid security.

OPENING AND EVALUATION OF BIDS

23. OPENING OF BIDS BY THE PROCURING AGENCY

- 22.1 The Procuring Agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening.
- 22.3 No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to *ITB Clause 20*.
- 22.4 Bids (and modifications sent pursuant to *ITB Clause 21.1*) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.5 The Procuring agency will prepare minutes of the bid opening.

24. CLARIFICATION OF BIDS

- 23.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

25. PRELIMINARY EXAMINATION

- 24.1 The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, (pursuant to *ITB Clause 25*) the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Taxes and Duties, will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

26. EVALUATION AND COMPARISON OF BIDS

- 25.1 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, (pursuant to *ITB Clause 24 & 30*).
- 25.2 The Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) inclusive of prevailing duties/taxes and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 25.3 **Litigation History:** The Bidder should not be involved in any litigation with the Procuring Agency/Govt. Deptt: (Provincial/Federal), else their bid will be rejected.

27. CONTACTING THE PROCURING AGENCY

- 27.1 No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If any bidder wishes to bring additional information to the notice of the Procuring Agency, it may do so in writing.
- 27.2 Any direct or indirect effort by a bidding firm to influence the Procuring Agency during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Procuring Agency's future bids.

28. REJECTION OF BIDS

- 28.1 Notwithstanding anything stated here-before after the Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency may upon request, communicate to a bidder, the grounds for its rejection, but shall not be under obligation to justify those grounds.
- 28.2 The **erasing and/or alterations**, if any, in the Tender shall be authenticated by the authorized person by his full signature. Use of white fluid markers shall lead to rejection of bids.
- 28.3 **Ambiguous and incorrect answers** and/or incorrect filling of Tender Documents will render the tender liable to rejection.
- 28.4 The disclosure of firm's price at the time of opening of Technical bid will result in the rejection of the bid.
- 28.5 No tender will be entertained without earnest money. The earnest money will be forfeited to Government Treasury, in case of non-submission of security money within **seven (7) days** of receipt of the offer letter.

29. RE-BIDDING

- 29.1 If the Procuring Agency has rejected all bids, it may move for a re-bidding or may seek any alternative method of procurement under the provisions of the prevailing Rules.

30. ANNOUNCEMENT OF EVALUATION REPORT

- 30.1 The Procuring Agency will announce the Evaluation Report and the resultant acceptance or rejection of bids at least seven days prior to the award of procurement contract.

F. AWARD OF CONTRACT

31. POST-QUALIFICATION

- 31.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder (that is selected through most advantageous bid) is qualified to perform the contract satisfactorily.
- 31.2 The determination will take into account the Bidder's financial and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring agency deems necessary and appropriate.
- 31.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 31.4 Merit Point Evaluation (**Highest Ranking Bid**) The items ranked highest in merit points (obtained through and based on technical and financial evaluation) shall be considered as most advantageous bid.

32. AWARD CRITERIA

- 32.1 Merit Point Evaluation (**Highest Ranking Bid**) The items ranked highest in merit points (obtained through and based on technical and financial evaluation) shall be considered as most advantageous bid.
- 32.2 The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the **Most Advantageous Bid**, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

33. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

- 33.1 The Procuring Agency reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

34. PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID TO REJECT ANY OR ALL BIDS

- 34.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 34.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended 2013), Procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders seven days prior to notify the award of contract
- 34.3 The notification of award will constitute the formation of the Contract.
- 34.4 Upon the successful Bidder's furnishing of the performance security, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security (pursuant to *ITB Clause 16.5*).

35. LIMITATIONS ON NEGOTIATIONS

- 35.1 The Procuring Agency reserves the right to hold negotiation on delivery schedule or completion schedule for all the items or any item.
- 35.2 Negotiations will not be used to change substantially:
- 35.2.1 the details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
- 35.2.2 the terms and conditions of the Contract and;
- 35.2.3 anything affecting the crucial or deciding factors in the evaluation of the proposals / bid and / or selection of successful bidder.

36. NOTIFICATION OF AWARD

- 36.1 Prior to the expiry of the original or extended period of bid validity, the successful bidder will be informed in writing of acceptance of its bid by the Procuring Agency.
- 36.2 Upon the successful Bidder's furnishing of the performance security pursuant to *ITB Clause 37*, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.

37. SIGNING OF CONTRACT

- 37.1 While conveying acceptance of bid to the successful bidder, the Procuring Agency will send the bidder Contract Form, incorporating all points of agreement between the Parties.
- 37.2 Seven days after the official announcement of the award, both the successful Bidder and the Procuring Agency will sign and date the Contract on legal stamp paper valuing 0.3% of the value of contract, (cost shall be borne by the bidder). In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract, its Bid Security shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of Procuring Agency for a period upto five Years. In such a situation, the Procuring Agency may make the award to the next evaluated responsive bidder or move for re-bid.
- 38. PERFORMANCE SECURITY**
- 38.1 The successful Bidder shall furnish Performance Security. Upon submission of Performance Security, the Bid Security will be returned. The amount of Performance Security is specified at Bid Data Sheet.
- 38.2 Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated Bidder.
- 39. CORRUPT OR FRAUDULENT PRACTICES**
- 39.1 The Procuring Agency and the Bidders / Manufacturers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below:
- (i) **"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - (ii) **"Fraudulent Practice"** means 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;
 - (iii) **"Coercive Practice"** means any impairing or harming, or threatening to 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;
 - (iv) **"Collusive Practice"** means any 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;
 - (v) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (vi) **"Obstructive Practice"** means 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 rights provided for under the Rules.

B: GENERAL CONDITIONS OF CONTRACT (GCC)

The Scope of the Contract shall be the *Procurement of items mentioned in the NIT attached with this bid document*, in accordance with the Specifications and Bill of Quantities enclosed in this *tender document*.

1. DEFINITIONS

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means the agreement entered into between the Procuring Agency and the Bidder, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **"The Contract Price"** means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
- (c) **"Goods"** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) **"Services"** means the services required to the supply of the goods, such as mention in the bill of quantities.
- (e) **"GCC"** means the General Conditions of Contract contained in this section.
- (f) **"SCC"** means the Special Conditions of Contract.
- (g) **"The Procuring Agency"** means the Peoples University of Medical & Health Sciences for Women (PUMHSW), Shaheed Benazirabad.
- (h) **The Vice Chancellor** shall mean the Vice Chancellor of the Peoples University of Medical & Health Sciences For Woman (PUMHSW) Shaheed Benazirabad Sindh, including his successor in office and assignees, empowered to act in all matters pertaining to the University either directly or through the Chairman Central Purchase Committee PUMHSW.
- (i) **"The Bidder/Vendor/Supplier"** means the individual or firm supplying the goods under this Contract.
- (j) The **"Specifications"** shall mean the specifications mentioned in the bill of quantities as well as the samples and patterns (if any).
- (k) **"Day"** means official working day excluding national / official holiday.
- (l) **"Month"** shall mean the Calendar month.
- (m) Writing shall include any manuscript, type-written, printed or other statement reproduced in any visible form and whether under seal or under hand.

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not inconsistent with provisions of other parts of the Contract.

3. STANDARDS

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the bill of quantities.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Bidder shall not without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be' necessary, to such performance and not further or otherwise.
- 4.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
- 4.4 The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the Supplies.

5. PATENT RIGHTS

- 5.1 The Bidder shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

6. PERFORMANCE SECURITY

- 6.1 The successful Bidder shall furnish Performance Security as per rate mention in bid data sheet. Upon submission of Performance Security, the Bid Security will be returned to the Bidder. The amount of Performance Security is specified at Bid Data Sheet.
- 6.2 Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next evaluated Bidder at the risk and cost of the former.
- 6.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- i 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
 - ii a cashier's or certified check.
- 6.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

7. RIGHTS OF THE UNIVERSITY

- 7.1 The University reserves the right to award the contract to one bidder or divide it among several bidders. In the Event when two or more then bidders have same weightage than the quantity of the supply shall be distributed equally among all in that specific item.

8. INSPECTIONS

- 8.1 The Procuring Agency or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications at the cost payable by the Bidder.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring Agency's right to inspect, test and, where necessary, reject the goods either at Bidder's premises or upon arrival at Procuring Agency's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Procuring Agency or its representative prior to the goods shipment from the manufacturing point.

9. PACKING

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination.

10. DELIVERY AND DOCUMENTS

- 10.1 The Bidder shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods. Details of documents to be furnished by the Bidder are mention in the Bid Data Sheet.

11. INSURANCE

- 11.1 No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user

12. TRANSPORTATION

- 12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.

13. PAYMENT

- 13.1 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
- 13.2 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 13.3 The currency of payment is Pak. Rupees.
- 13.4 If the supply is not according to the specifications or unsatisfactory, the Contract will be rejected and cancelled at the risk and cost of Firm.
- 13.5 If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their black listing and Earnest Money. / Security Deposit will be forfeited.
- 13.6 In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value**

14. ASSIGNMENT

- 14.1 The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.

15. INCIDENTAL SERVICES

- 15.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

16. PRICES

- 16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

17. DELAYS IN THE BIDDER'S PERFORMANCE

- 17.1 Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements / Contract Award.
- 17.2 If at any time in the course of performance of the Contract, the Bidder encounters anything impeding timely delivery of the goods, he shall promptly notify the Procuring Agency in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Procuring Agency shall evaluate the situation and may, depending on merits of the situation, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.
- 17.3 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
- 17.4 Except as provided under GCC Clause 19 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages.

18. PENALTIES LIQUIDATED DAMAGES

- 18.1 Subject to GCC Clause 19, if the Supplier fails or in case of late delivery, even for reasons beyond control, penalty will be imposed upon the Bidder / Manufacturer. The Procuring Agency may consider termination of the Contract in case there is an unusual delay in the delivery of the goods whereby the ongoing activity is likely to be affected seriously.

19. FORCE MAJEURE

19.1 The Bidder shall not be liable for forfeiture of its Performance Guaranty/ Bid Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

20. ARBITRATION AND RESOLUTION OF DISPUTES

20.1 The Procuring Agency and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

20.3 In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the University's Syndicate. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.

21. GOVERNING LANGUAGE

21.1 The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

22. APPLICABLE LAW

22.1 This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

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 cable, telex, or facsimile and confirmed in writing 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. TERMINATION FOR INSOLVENCY

24.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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

25. TERMINATION FOR CONVENIENCE:

25.1 The Procuring agency, by written notice sent to the Supplier, 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 Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- 25.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- i to have any portion completed and delivered at the Contract terms and prices; and / or
 - ii To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers

26. TAXES AND DUTIES

- 26.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

Clause – 1: Commencement & Completion Dates of work.

The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Chairman CPC or of in subordinate of the work. Failing such authority the contractor shall have no claim to ask for payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor.

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Chairman CPC may terminate the contract if either of the following conditions exists:-
- i. Contractor causes a breach of any clause of the Contract;
 - ii. The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii. In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv. Contractor can also request for termination of contract if a payment certified by the Chairman CPC is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) to forfeit the security deposit available except conditions mentioned at A
 - (iii) and (iv) above;
 - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Procuring Agency, the contractor shall have:-
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the Chairman CPC in writing regarding the performance of such work and has not been paid.
- Procuring Agency/Chairman CPC may invite fresh bids for remaining work.

Clause –4: Specifications.

The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Chairman CPC and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Chairman CPC and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications.

Clause – 7: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of supply, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Chairman CPC is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall not be extended at day event
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Chairman CPC can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of competent authority.

Clause- 08: Quality Control.

- (A) **Identifying Defects:** If at any time before the performance security deposit is refunded to the contractor/during defect liability period mentioned, the Purchase & Store Officer or his subordinate of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Chairman CPC shall give the contractor a notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the Chairman CPC considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 10: Risks.

The contractor shall be responsible for all risks of loss or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Chairman CPC may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Purchase & Store Officer.

Clause- 11: Measures for prevention of fire and safety measures.

The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Procuring Agency. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause- 12: Sub-contracting.

The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Procuring Agency. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause– 13: Site Clearance.

On completion of the work, the contractor shall be furnished with a certificate by the Chairman CPC (hereinafter called the Chairman CPC in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Procuring Agency may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause – 14: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

- (i)** Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii)** Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the final payments on actual consumption basis, but not later than period more than three months.

BID DATA SHEET

Procuring Agency		Peoples University of Medical & Health Sciences For Women, Nawabshah, SBA.
Tender Description		Hiring of Security Service Agency
Bid Procedure:		Single Stage – Two Envelope
Bidder’s (Who can Apply)	1	Bidder shall be a Pakistani entity.
	2	The Bidder must have valid NTN Number, GST & SRB (Where applicable),
	3	The bidder is NOT BLACK LISTED from any Procuring Agency in Pakistan.
	4	The bidder shall have at-least 03 years of experience in the relevant field.
	5	The bidder should have required annual turnover as required for this tender.
	6	Firm must comply with specifications mentioned in bidding documents.
	7	Any Conditional bid will be disqualified.
Bid Document can be purchased		From: Office of the Deputy Director Purchase, Directorate of Finance, PUMHSW, Nawabshah. PTCL # 0244-366210. Email: ddp@pumhs.edu.pk
Language:		English
Bid Prices:		Bid shall be in Pak Rupees.
Bid Security:		3% of quoted bid as per completion period of Three Years; Only Pay Order in the name of “Vice Chancellor, Peoples University of Medical & Health Sciences”
Bid Validity:		The bid should be valid for 90 days
Perf. Security.		10% Performance Security of the awarded amount mention in the Bid Evaluation Report.
Criteria for bid evaluation.		Merit Point Evaluation (Highest Ranking Bid) The items ranked highest in merit points (obtained through and based on technical and financial evaluation) shall be considered as most advantageous bid.
Award of Contract		The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the Most Advantageous Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
Purchase Date:		Bids will be issued from the 1 st day of publication at SPPRA-website site up to 22-08-2022
Bid submission		(Date & time): 23-08-2022 at 10:45 (AM) Bids received after the due date and time will be un-accepted.
Bid opening		(Date & time): 23-08-2022 at 11:30 (AM)
Bid opening place		In the Committee Room of Vice Chancellor at Latif Hall, PUMHSW
Contract Period		36 Months at PUMHSW (as per award of contract)
Inspection:		The goods will be verified by the committee as per specification mentioned in the bid document & awarded in the Purchas Order.
Payment		Monthly Payment as per submission of bills and attendance sheet duly verified by Concerned Officer In-charge (Security) and Director Administration.
Bid Evaluation:		The bids will be evaluated as per Evaluation Criteria given in this bid document.
		The quantity time can be increased / decreased or can deleted at any time as per SPPRA Rules.
		The Procuring Agency reserves the right to reject any or all the bids subject to the relevant provisions of SPPRA Rules 25 (1) (Amended 2017).
Liquidated Damages		In case of late delivery @ 0.1% per week will be charged on bid amount deducted from the bill, but not more than 10% of contract value.
<i>Note:</i> In case of any unforeseen situation or official / government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time.		

Chairman,
University Central Purchase Committee

SELECTION CRITERIA

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. Only those financial proposals of the proposers will be considered for opening that scores 70% marks in Technical Documents Evaluation. Before opening of financial proposals, the qualified vendors will be called for Presentations Session. The technical proposal, which comprises of Technical Documents and Presentation, shall be evaluated based on its responsiveness to the Term of Reference (TOR)/ Scope of Work. In the Final Stage, the financial proposals of all the qualified contractors will be compared. The overall weight-age factor applied to Technical & Financial scoring will be as under:

Sr. No.	Criteria	Weightage			Total
		Technical	+	Financial	
1.	Evaluation Criteria	70%		30%	100%

The selection process shall be based on the received bids. The process may include discussion and clarification through any means as notified.

Technical Bids / Proposals Marking Criteria:

Bidders achieving minimum 70% (49 points / marks) will be considered as qualified, besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.

The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.

- Bidders achieving minimum **70% (49 marks)** will be considered only for further process. Documentary evidence must be attached in support of each parameter.
- Any Bid not meeting the mandatory requirements of evaluation criteria will be disqualified /rejected straight away and will not be considered for further evaluation.

Financial Evaluation and Scoring System (Maximum Allocable Marks Score 30 marks)

The financial bids of technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

Scoring Methodology

Contract will be awarded to the most advantageous responsive firm whose proposal ranks highest in the combined evaluation scoring calculated through the marks awarded to technical proposal and financial proposal as stated in the bid data sheet of these standard bidding documents. The evaluation methodology is a combination of non-price factors (in technical criteria) and price factor (in financial criteria); and each having points as elaborated in the evaluation proformas provided in these SBDs. Procedure for the Marks Scoring:

Marks will be awarded or otherwise for various technical parameters to each quoted product based on the prescribed Technical and Financial criteria. The total combined marks will determine the highest-ranking product in each product category for contract award.

The formula to calculate the marks for the price by the bidders:

Financial Evaluation Score of individual quoted Product:

$[\text{Lowest quoted Price of the item} \div \text{Next higher proposed Price of the competing item}] \times \text{Total allocable financial score}$

Solved Example of Financial Scoring (Medicine):

If the lowest quoted price of an item is Rs. 86/-, the same lowest bidder will obtain score as below:

$[86 \div 86] \times 30$

30 marks, being the lowest bidder for the quoted item.

If the next higher quoted price of the same item is Rs. 105/-, the marks obtained will be:

$[86 \div 105] \times 30 = 24.5714 \text{ Marks}$

If the next higher quoted price of the same item is Rs. 130/-, the marks obtained will be:

$[86 \div 130] \times 30 = 19.8461 \text{ Marks}$

.... And so on.

BIDS QUALIFICATION / EVALUATION CRITERIA

1. MANDATORY REQUIRED DOCUMENTS

The bidder is required to submit the following mandatory documentary information.

Sr. #	Description	Page #
1	Bid Document and attachments	
a	The technical proposal shall have proper Index & page numbers with respect to mandatory required documents.	
b	The each page (Technical & Financial proposal) shall have page numbers, signed by authorized person with company stamp.	
c	The bid document (Technical & Financial) shall be computerized / typographical format, the hand written bids shall be disqualified.	
2	The bidder shall attach tender Purchase Receipt given in this bid document.	
3	Bid Security (Copy with value hidden in Technical Proposal; Original in Financial)	
4	Registrations in following	
a	Registration Certificates for NTN, GST(For Supply) & SRB (For Services)	
b	NTN Number : _____ (Attach current FBR website copy)	
c	Valid GST Number : _____ (Attach current FBR website copy)	
d	Valid Sindh Sales Tax Number : _____ (Attach current SRB website copy)	
e	Valid Registration with Professional Tax Number : _____ (Attach current certificate copy)	
f	Bidder shall have valid operating License as Security Company issued by Ministry of Interior / Home Department : _____ (Attach documentary evidence)	
g	Bidder shall have valid Registration Certificate with EOBI & SESSI. (Attach documentary evidence)	
h	Valid Membership of All Pakistan Security Agency Association (Attach documentary evidence)	
i	Valid membership with SECP (Security Exchange Commission of Pakistan) (Attach documentary evidence)	
j	Valid Registration with ISO 9001. (Attach documentary evidence)	
k	Additional Professional Registration Details (if any):	
5	Undertaking on 100/- Stamp Paper, that : 1. The bidder shall not have been barred / black listed by any of Federal or Provincial Government Department, Organization or Autonomous Body or any other Procuring Agency in Pakistan. 2. The Bidder shall also gave undertaking for “No Dissatisfactory Performance” at any procuring agency for last 5 years.	
6	Attach current list from SPPRA-PPMS website List of Black Listed Firms.	
7	Company Profile attached with Owners CNIC Copy	
8	Experience in the relevant Filed	
a	Years of Operation of Company after its Registration (Attach documentary evidence)	
b	<u>Performance to existing Clients:</u> The Bidder shall attach Work Orders & Satisfactory performance certificate from current customers (Public and Private Sector Universities and/or Govt. / Semi Govt. organizations and/or large National / Multi- National organizations registered with SECP) & stating that the vendor provided security services of 50 or above guards. (Attach list of Clients with contact details with relevant documentary evidence)	
c	<u>Past Performance (Last Five Years):</u> The Bidder shall attach Work Orders & Completion certificates from (Public and Private Sector Universities and/or Govt. / Semi Govt. organizations and/or large National / Multi- National organizations registered with SECP) & stating that the vendor provided security services of 50 or above guards. (Attach list of Clients with contact details with relevant documentary evidence)	
d	Details of all managerial / administrative staff (Attach documentary evidence) 1. Total number of Permanent Staff 2. Total number of Contract / Project Staff	
e	Details of all Security Supervisors & Guards (Attach documentary evidence) 1. Total No. of Permanent Supervisors & Guards (Ex-Forces & Civilian)	

	2. Total No. of Contract / Project Supervisors & Guards (Ex-Forces & Civilian)	
f	List of Company Weapons with Valid Licenses Numbers (<i>Attach documentary evidence</i>)	
9	Financial status / Turnover.	
a	Attach Income Tax Returns for last three-to-five fiscal years.	
b	Attach Audit Reports for last three-to-five fiscal years.	
10	To submit filled Annexures on company letter head given in this bid document.	

2. TECHNICAL EVALUATION MARKS CRITERIA

Bidders achieving minimum **70% points / marks** will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.

Sr.	Evaluation Parameters/Sub-parameters	Marks
1.	Year of Establishment	10
1.1	Established during 2016-2020	05
1.2	Established during 2011-2015	07
1.3	Established during 2010 or early	10
2.	Existing Clients (10 Clients from following sectors) Original Satisfactory Performance Certificates from all such existing clients must be attached for points. Two point for each client as mentioned below	20
2.1	Government / Semi Government clients (2 marks for each client –max 06 marks)	06
2.2	Banks (2 marks for each client –max 04 marks)	04
2.3	Embassies (2 marks for each client –max 04 marks)	04
2.4	Large national / multi-national organizations registered with SECP (2 marks for each client – max 06 marks)	06
3.	Bidder's Past Performance – During Last 5 Years	20
3.1	Client's Satisfactory Performance Certificate for providing the Services of 60 or more Security Guards for a minimum period of 12 months, issued by Public and Private Sector Universities and/or Govt. / Semi Govt. organizations and/or large National / Multi- National organizations registered with SECP. 04 marks for each certificate (Maximum 20 marks)	20
4.	Human Resource / Total Number of Employees on Payroll of bidder	15
4.1	Company have minimum 500 Guards on their payroll, with 30% Ex-Forces personal.	15
4.2	Company have minimum 400 Guards on their payroll, with 30% Ex-Forces personal.	10
5.	Weapon License Attested Copies of Licenses must be attached	15
5.1	Close Combat Weapons; Machine Pistols (30 Bore / 9mm) / 30-Bore T.T Pistols OR 9 mm Pistols (0.5 mark for each License max 06 marks)	06
5.2	Automatic Rifles (Multiple Shot Option) Any Non-Prohibited Bore (0.223etc.) (0.5 mark for each License max 06 marks)	06
5.3	Repeaters (Shot Guns) with Minimum 10-Rounds Each (0.5 mark for each License max 03 marks)	03
6.	Relevant & Valid ISO Certification	05
6.1	Yes	05
6.2	No	00
7.	Annual Turnover during the last 05 fiscal years	15
7.1	Above PKR 75 million	05
7.2	Above PKR 100 million	10
7.3	Above PKR 150 million	15
TOTAL POINTS / MARKS		100

Note : It is worth to mention here that:

1. The Bidder meeting the above requirement will be eligible for further necessary action.
2. The bidders shall set his profile according to sequence of criteria and shall also tag them as per serial number given to evaluation conditions as mentioned in above table. It will highly be appreciated to avoid irrelevant attachment.
3. PUMHSW reserves the right to visit the site for the physical verification of equipment, human resources etc.

Contractor
Sign with stamp

Chairman,
University Central Purchase Committee

SCOPE OF WORK

1. **Aim:** To establish foolproof security arrangements to avoid any unfortunate incident. The following are the scope of work to be performed if hired for provision of security services for PUMHSW.

a. SECURITY GUARDS

- i. The company shall provide Security Guards at designated location(s) to provide security cover, and also Security Guards with Automatic / Semi-automatic / rapid-fire weapon as per given schedule of duty timing.
- ii. 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.
 1. Company card and color copy of Computerized National Identity Card (CNIC).
 2. Torch for guards on night duties
 3. Standard Uniform.
 4. Weapon(s) with ammunition of agreed kind and quality to be provided only to the relevant security guard as per the requirement / request of PUMHSW.
- iii. The Security Guard will remain alert, patrolling and vigilant throughout their duty hours, and any mishap will be the responsibility of the company under all circumstances.
- iv. The company shall be bound to execute the directives of the PUMHS's Security Orders, which will be conveyed to the company through Email, Whatsapp message / SMS or Letter etc.
- v. The company shall be responsible to provide satisfactory services at all key points of PUMHS premises with the following conditions:
 - a. The company shall maintain extra guards 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 PUMHS Management will not make any extra payment.
 - b. The company shall deploy energetic, smart and healthy, well trained ex-armed forces personnel (preferable) or well-trained civilians with perfect turnout, smart uniform and fully competent to meet security requirements / demands at sensitive/vulnerable points in consultation with the security in charge of the PUMHS Management designated for the purpose.
 - c. Upon unsatisfactory performance of the Supervisor/Guards as determined by the PUMHS Management, the contract agreement shall be terminated by giving one month's notice to the Security Company. Unsatisfactory performance includes:
 - Unable to provide desired number of security guards /supervisors / lady searchers.
 - Absence of security guard(s) from duty.
 - Non-Attendance of office on scheduled / prescribed time.
 - Casual performance of duty by guard(s)
 - During the period of agreement, the responsibility of any loss and damage due to unsatisfactory performance of the security company.
 - Non-reporting of major incidents to PUMHS management that occurs in the PUMHS.
 - d. Daily attendance shall be marked as per the approved attendance system of the PUMHS. Security Company head-office shall also submit the Daily Attendance Sheet. Month-wise bill be submitted to PUMHS, on 1st week of every month regularly.

b. THE GUARD'S DUTIES SHALL INCLUDE THE FOLLOWING

1. Prevention of entry into offices / installation premises trusted in the charge of the company, of any person not authorized by PUMHS Management or any person who lacks proper identification or intrudes the secured premises.
2. Prevent pilferage of items /equipment/property belonging to PUMHS from the premises placed under the charge of the company as per written instructions issued by the authorized officer of the PUMHS Management. Proper inventory list will be prepared and checked by both the parties or any part of property will not be removed without a proper gate pass.
3. Inform concerned authorized officer of the PUMHS Management promptly and accurately, of any occurrence detrimental to the security of the installation premises and property of the PUMHS placed under charge of the company.
4. To take proper action in case of emergencies like:
 - a. Fire, rising of alarm and proper communication to fire brigade and officer in charge of the installation and arrange rescue activities.
 - b. Forced Entry will be promptly reported to the local police station, PUMHS security in charge and Security Company's head office for appropriate action.
 - c. Law and order situation will be promptly reported to the local police station, PUMHS Security in charge and the security company head office of the company for appropriate action. All entry points shall be closed under such situation.
 - d. Provide medical assistance to PUMHS Management to any person injured in the premises. The provision

of medical coverage and its cost shall be borne by PUMHS, in case, if the negligence is in part of the PUMHS.

- e. To carry out daily checking of all security lights, entry points and locked premises for their effectiveness after office hours or on closed holidays.
- f. To properly brief the relieving guard, about any situation concerning the security.
5. Security guards must have undergone, Fire Fighting Trainings and elimination of the subversive activities (bidder is bound to provide the training certificate on the demand of PUMHS). Further coordination with concerned secret agencies; special police, local police and civil defense authorities will be done at site and to take immediate remedial measures.
6. The guard shall perform duties including security of PUMHS personnel, installations, its property and fire fighting in any eventuality of a fire disaster or any other likely attack by the human being or group of human beings.
7. During the validity of the contract agreement, in case damage occurs to the property or personnel of the PUMHS and due to outbreak of fire or any other eventuality caused by the negligence of the security guards, the company shall be wholly responsible and liable for paying for such losses occurred to PUMHS, as a result of their negligence, to be decided by a committee consisting of representatives, in equal number of both the parties, which will decide the matter after considering the following:
 8. Negligence of security guards amounting to an act of omission or commission as a result to which loss occurs as enlisted in the indemnity clause.
 9. Negligence of guards in case of the fire, or other disaster, which is caused by any act omission and commission of security guards.
 10. Any fire/disaster, which erupts from outside as a result of any calamity and accident and is beyond the control of security guards, will not fall under the indemnity clause.
11. The Company shall notify its representatives who will be contracted for immediate replacement in the event of unsatisfactory performance of deputed personnel.

c. PENALTY

1. The Security Company is bound to provide guards on every cost for sensitive areas, in case of any loss due to lapse Security Company will be held responsible.
2. In case of any damage/loss to PUMHS's due to Security lapse herewith for determination of liability a committee constituted by the management having representation from Security Company will investigate the matter and fix the responsibility. The recommendation of the committee shall be a binding on the company to pay the losses.
3. In case of any theft/damage at go down premises, the security company will be held responsible to pay the entire losses to the PUMHS as determined by the Committee constituted by the Competent Authority.
4. **Overage and underage guards will not be accepted for duty and no salary shall be paid for them.**
5. In case of placement of inefficient guard/placement of, lethargic guards, guards without proper uniform, PUMHS reserve the rights to impose penalty as approved by the competent authority.

d. HUMAN RESOURCE:

1. Security will work according to the requirement given in Bill of Quantities at designated location(s) of PUMHSW (Main & New Campuses). This could be adjusted according to the future requirements of the university.
2. The contractor shall be responsible to provide satisfactory services at all locations of PUMHS by deploying energetic, and healthy, well-trained workers with approved uniform.
3. In case of any dispute between guard/workers and the contractor the matter shall be, referred to the Registrar for arbitration whose decision shall be final.
4. Undisciplined guards and/or guards involved in immoral activities will not be allowed to serve in the PUMHS.
5. Contractor will be bound to change the guards who will be unwanted by the PUMHS management immediately.
6. The Contractor Employees will work according to Government rules / policy.
 - a. The services to be provided by the contractor must be according to labor laws.
 - b. Child labor rules and basic human rights will not be violated by the Contractor.
 - c. Contractor shall be bound to provide the sanctioned strength of Guards at all-time even **on holiday**.
 - d. Contractor shall be bound to pay the minimum salary to its employees working at PUMHS as per the prevailing rates fixed by the Provincial Government.

e. CONFIDENTIALITY:

The company shall ensure that all employees performing, the services shall not any time during the validity of the contract agreement or thereafter, will not disclose any information whatsoever, to any person, as to be affairs of the PUMHS or its personnel and as to any other matter, which may come to their knowledge by reason of performance of the services. If in the opinion of the PUMHS Management, there has been any such disclosure the person

concerned shall immediately be dismissed from the service of the company and other necessary action shall also be initiated with the consultation of PUMHS management.

f. RESPONSIBILITIES OF THE COMPANY:

1. In addition to the services to be performed by the company specified above, the company shall provide at additional cost to the PUMHS such supervision of its employees as is necessary to adequately fulfill its obligation.
2. The company is 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.
3. The 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 PUMHS nor any of its personnel shall be held liable for either of the above in any manner.
4. The personnel of the company shall not in any manner indulge in any unionism nor have any linked activity with PUMHS employees.
5. The company is responsible for recruitment, discipline and all other service matters of its employees. They shall not in any case communicate with the PUMHS management regarding their service matters that is the sole responsibility of the company.
6. The PUMHS 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.
7. The company shall be responsible for the deployment of security guards at all vulnerable points as per the agreement. However, for any new site, for which order of deployment will be issued by PUMHS management, the company shall be responsible to deploy security guards and install the security system after the issuance of work order within seven days. In case of delay, if any incident takes place, it shall be covered under the indemnity clause.
8. The Security Company will use its own frequency for communication (Walkie-Talkies) to the PUMHS.

g. 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 PUMHS 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 has taken over, the PUMHS shall be entitled to terminate its services forthwith.

h. CONTRACT PERIOD

The initial agreement will be for 12 months, which shall enforce from date of contract signing to next 12 months. The agreement may be extended for another term of two years or suitable period thereof by mutual consent of both the parties i.e. vendor and vendee on same terms & conditions.

i. FINANCIAL METHODS AND PAYMENTS:

1. Payment for rendered security services will be made to the security Agency / Firm on the completion of each month based on actual attendance/duties performed by security guards during the concerned month. The security Agency / Firm will submit services bill to In-charge Security PUMHS between 1st to 5th of each month for previous month. After scrutiny of bill by security office same will be forwarded Deputy Director Purchase for Further Necessary Action.
2. No escalation of rate and amount at any stage after approval of tender cost will be accepted.
3. No increase in the value of services will be accepted on account of either unit amount, total cost, any and all other charges, duties, taxes, scope of services and or any other head of account shall not be allowed, after award of services tender for period of one year.
4. Breakdown of emoluments (Charging for one guard from PUMHS) must be given to University by Security Agency / Firm to ensure that guards are given declared amount of pay by 5th of each month positively. PUMHS reserves the right to deduct 1% of the current monthly bill as penalty if guards are not paid by 10th of each month.
5. The salary structure, emoluments paid to the security personnel contacted to University should be consonant with prevalent Government policies and generally practiced market rates. PUMHS will not be liable to pay any additional charges due to any change in government policies.
6. In case guard is employed on overtime, the total cost of overtime will be paid to the security guard and the company will not deduct any service or other charges from the guard.

j. OPERATIONAL REQUIREMENTS

1. The Security Agency / Firm ensures that Security Guards must be a Pakistani National, having valid CNIC. The Security Agency / Firm will be responsible for security clearance and character verification of Security Guard posted to PUMHS from Police, APSAA & NADRA.

2. Security Agency / Firm to ensure that their Security Personnel/ Guard(s) is not involved in any criminal, terrorist, racial, religious, sectarian activities. Politically motivated individual also be avoided to be deployed. All deployed security guards must be disciplined and law abiding national of Pakistan with clean conduct sheet. The PUMHS reserve the right to remove any or all Security Staff / Guard(s) if found involved in any criminal/ undesired activity or create harassment or disturbance among staff and students etc.
3. The Security Agency / Firm will be responsible to provide attested photocopies of arms/ ammunitions valid license along with authority letter for carrying same by their security guards while performing duty at PUMHS.
4. In case of complain, the security Agency / Firm will be responsible to replace/ remove Security Guard/ Personnel at their own expense without delay. If guard reporting late by more than half an hour, half day salary will be deducted from Agency / Firm amount. In case of re-deployment of guards on overtime from same location or any other location equivalent to half day salary will be deducted from Agency / Firm amount.
5. The security personnel / Guards must be of good health, physically fit at 49 sound mind and mature in judgment. Preferably in the age bracket of 30 years to 45 years.
6. Preference will be given to those guards who posse's armed forces or law enforcement departments background and already served in educational institutions.
7. Security Agency / Firm would provide extra guards/Lady Searchers as and when required on same term and condition/ rates (per day) as fixed in contract agreement (equivalent one-day duty).
8. Security Agency / Firm would arrange training of Guards and arrange firing practice at least once in 03 months.
9. Security Agency / Firm would provide serviceable weapons to their security guards.
10. Periodical inspection of weapons/equipment's to be arranged / ensured by the Agency / Firm through qualified technician. No faulty/defected weapon/ammunition to be given to deployed security guard.
11. Operation Manager of the Security Agency / Firm must visit PUMHS all locations fortnightly to discuss all issues related with the attendance, discipline, performance etc. of Security Guards with respective Security Coordinators/ Security Officer.
12. Agency / Firm would deploy mix cluster of people; they should not be of same cast or area or sect. Ethnic/ area proportion in the strength of deployed guards to be ensured.
13. In case of poor turnout, provision of untrained guard, faulty equipment and weapons etc., PUMHS has the right to deduct the amount equivalent to one day pay of guard for each observation from monthly bill of Agency / Firm.
14. Guards will maintain their turnout, they will be properly dressed, and trim the mustaches and beard does not keep long hairs, wear black shoes of proper pattern. Agency / Firm will issue new uniforms items to their guards. Agency / Firm will be responsible for providing raincoats / winter wear to the guards as required.
15. There will be two monthly holidays allowed to security guards. Security Company will provide reliever for each guard without extra cost to PUMHS.
16. Duty will be divided into two shifts from 07:30am to 07:30pm (Day Shift) and from 07:30pm to 07:30am (Night Shift) however duty timings can be altered by the Security In-charge PUMHS according to the need. No leave will be admissible to security Agency / Firm security staff / guards during the period of their deployment.
17. Security Guard will report for duty 15 minutes prior to start of duty time, Guards coming late by 15 minutes, will marked absent; Agency / Firm would arrange reliever within next 30 minutes at their own expenses. If reliever does not arrive on location, PUMHS has the right to fine the Agency / Firm equivalent to one-day salary of guard in addition to his actual one-day salary.
18. Before posting new guard, brief profile should be emailed to Director Administration, In-charge Security Section (Both Main & New campus) and Deputy Director Purchase
19. No guard will be posted to PUMHS without proper training by the Security Agency/Firm. Agency / Firm will issue a certificate with deployment orders to Security In-charge, PUMHS that posted guards have been thoroughly screened and property trained and groomed by the security Agency / Firm.
20. Guard to be directed during night duty not to remove their uniforms/ shoes and switch of the lights of sentry post/ guardroom. Any guard found sleeping while at duty will mark absent.
21. Security Guard will perform 12 hours' duty in a day however seeing the requirements, Security In-charge can alter shift start and finish time.
22. The PUMHS is not liable to provide Accommodation, Food and other facilities to hired Security Personnel / Guards. However, they have access to drinking water whenever required but not to take outside the premises or sub-let / sale of the same.
23. Agency / Firm would ensure that guard will not disturb University management for their personal administrative issues; Agency / Firm must pay their dues by 10th of each month.
24. The Bidder will be bound to provide neat and clean uniform to Security Guards, Id Cards badges, and weapons approved by Authority.

k. FORCE MAJURO

That in the event of any war, declared, enemy action, hostilities, act of God, or any other circumstances (whether or not of a similar nature of the foregoing) which is beyond the control of the security provider which cause the cessation of substantial interface to perform the said services the agreement shall forthwith be suspended until

such circumstances shall have ceased subject to the security provider forthwith notifying the second party shall not make any payment under Clause-3 hereof in respect of the such suspension and sum already paid there under of such period shall be refunded forthwith by the security provider to the second party, who shall have right to terminate this agreement forthwith.

I. ARBITRATION

In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the PUMHS and CEO of the firm / agency for arbitration / settling of the dispute, failing which the decision of the court of law in the jurisdiction of Nawabshah/Hyderabad binding to the parties.

I / We agree to above mentioned terms & conditions:

Name of Contractor _____ Signature _____

(CNIC NO _____ (Copy must be attached).)

Full Address _____

Rubber Stamp _____

**PEOPLES UNIVERSITY OF
MEDICAL & HEALTH SCIENCES FOR WOMEN, SBA
Bill of Quantities
Hiring of Security Service Agency**

Sr	Particulars	Unit	Quantity	Rate	Amount
1.	SUPERVISOR (Armed) With 9mm Pistol with 2 loaded magazines (Retd. Army / Ex-Serviceman personal Naib Subedar / Hawaladar) For 12 Hrs.	Per Month	04 Nos.		
2.	Lady Searcher: Ex-Army / Ex-Rangers / Ex-Police Age 35 years to 45 years, For 08 Hrs.	Per Month	03 Nos.		
3.	Security Guards (Ex-Forces / Armed Services Rtd. Sipoy / Constable etc.) Age 30 years to 45 years, For 12 Hrs.	Per Month	40 Nos.		
4.	Security Guards (Civilian) Age 30 years to 45 years, For 12 Hrs.	Per Month	30 Nos.		
5.	Walkie Talkie per Month VHF Professional 2-way Wireless Handsets (with minimum 5-7 Km Operating range) along with 02 Nos. Base sets (Complete sets with antennas) having licensed VHF Frequency (Preferably HYT or Motorola Brand or equivalent)	Per Month	50 Nos.		
6.	Car-Search Mirror (Rate per Item)	Per Month	02 Nos.		
7.	Vehicle Scanner (Explosive detector) (Rate per Item)	Per Month	02 Nos.		
8.	Hand –Held Metal Detector (Rate per Item)	Per Month	02 Nos.		
9.	Close Combat Weapons; Machine Pistols (30 Bore / 9mm) / 30-Bore T.T Pistols OR 9 mm Pistols	Per Month	15 Nos.		
10.	Automatic Rifles (Multiple Shot Option) Any Non- Prohibited Bore (0.223etc.)	Per Month	15 Nos.		
11.	Repeaters (Shot Guns) with Minimum 10-Rounds Each	Per Month	6 Nos.		
12.	High Intensity Long Distance L.E.D Torch Lights .	Per Month	40 Nos.		
Total Charges Including all applicable taxes					
Bid Security Amount					

- i. It is of utmost importance that bids should be submitted very carefully.

Chairman,
Central Purchase Committee
PUMHSW, Shaheed Benazirabad

TERMS & CONDITIONS

1. PUMHS reserves the right for the physical verification of the weapons, equipment, gadgets etc. prior to the opening of the financial bids.
2. The Bidder shall quote the bids on the attached Price Schedules only, and shall sign the certificate given therein to the effect that the services shall be provided exactly in accordance with the requirements of the Procuring Agency. In case there is any deviation, it should be clearly stated by the Bidder separately, describing deviation from Specifications, otherwise it would be presumed that offer is strictly in accordance with the requirement and specifications.
3. Conditional Bids against the Rules / policy will not be considered / entertained / accepted.
4. The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.
5. The bidder shall quote their price inclusive of all applicable Taxes, Logistic Charges and all other expenses.
6. The tender shall be free from hand written erasing, cutting and over writing. In case of erasing, cutting and over writing, authorized person should initial it duly stamped, else the offer will not be entertained.
7. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected.
8. Quantity at any time can be increased / decreased or can be deleted at any time.
9. The rates should be given inclusive of all applicable taxes Income Tax, GST, Stamp Duty, SRB (where applicable) & any other government duty.
10. The Bidder has to supply all the items at central Store of PUMHSW.
11. The item(s) which is/are exempted from GST, the rates for the same must be quoted accordingly, stating clearly in BOQ, the cost of all those item(s) excluding G.S.T at the time of payment, no claim for GST shall be paid.
12. Payment will be made on availability of funds, if delayed due to any reason; no extra interest / mark-up will be accepted / paid.
13. Rejected consignment shall be returned back to dealers / suppliers at their own cost.
14. The Telephone/telex/fax/telegraphic tenders shall not be entertained.
15. After opening of tenders no change is allowed to be made in the tender documents nor shall be accessible to Bidder.
16. All the information provided in the bid should also be adequately supported by relevant documents and technical brochures. Bidders may attach documents highlighting the competitive edge and unique features of their proposals.
17. There shall be inspection in presence of representative(s) of the Bidder and Purchaser on arrival of items at Main Store.
18. Incomplete tenders will be disqualified.
19. All hand written quotations will not be accepted as bid. They must be written in typographic format, otherwise bid will be assumed as null and void.
20. The bid shall be on prescribed format provided in this bid document shall be re-printed on bidders official letter pad and each page shall be signed and stamped by the owner of the bidding company.
21. The PUMHSW Authority Nawabshah reserves the right to accept or reject any or all the bids or Decrease the Quantities of items or may modify, change, alter, cut, gram age, Design, Structure of manufacturing unit, color scheme, shade, polish, polish type, rectify the mistake by oversight / clerical/ typing in context to financial and technical provisions.
22. The substandard or below the mark manufactured material or components shall not be used for the Manufacturing otherwise on the day of inspection or afterward Procuring Agency may cancel the Purchase Order and cease the performance security.
23. In case of agents/ nominee participating in the bidding process, shall have a authority letter on official letter pad of the company (with owner signature and company seal) addressed to Chairman Purchase Committee, with a request to allow agent / nominee on his behalf to participate in the bidding process.
24. Any bidder who have been found on any stage of bidding process, as a political organizer or office holder his bid will be stand canceled and his bid and bid security / performance security will be forfeited and may lead to permanently declared black listed in the best interest of the institution.
25. The Purchase / Supply orders submitted by the bidder of schools (public and private) will not be applicable and will not be assumed as standard required by the Procuring Agency.
26. The bidder has to provide certificate that all items are new and up to the required standard.
27. The time for delivery will be extendable up-to three months, subject to custom clearance.
28. At the time of bid submission, if bidder is failed to submit required supporting documents along with the bidding document, his bid will be considered as incomplete. No time extension / correspondence for provision of documents / issues leading to litigation will not be accepted at the time of bid opening / bid evaluation process. The submitted documents will be assumed as final and last.

29. At the time of bid submission, if bidder is failed to fill any appendix given in this bidding document, his bid will be considered as incomplete. No time extension / to fill the appendix / issues leading to litigation will not be accepted at the time of bid opening / bid evaluation process. The submitted bidding document will be assumed as final and last.
30. Warranty period of supplied items shall be minimum ONE Year or as per Manufacturer, whichever is higher.
31. In case of breach of contract, the damages suffered by the Procuring Agency shall be recovered to the full extent from the Contractor's Performance Security.
32. If the Bidder fails to deliver items within the time specified in the Purchase Order a penalty will be imposed as approved by the Competent Authority (as per Rules). The performance security shall also be forfeited. There shall be a deduction from the Contract Price, as liquidated damages, a sum of 2% of total value per month or a part of the month contract price of each unit of the undelivered stores for each calendar month of delay. Total liquidated damages payable to the Purchaser shall not in any case exceed by five percent (5%) of the Contract Price of the unit or units so delayed and such deduction shall be in full satisfaction of the Contractor's liability for the said failure.

I / We agree to above mentioned terms & conditions:

Name of Contractor _____ Signature _____

(CNIC NO _____ (Copy must be attached).)

Full Address _____

Rubber Stamp _____

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To (Name and address of Client / PUMHSW)

Dear Sir,

We, the undersigned, offer to provide the the (insert title of assignment) in accordance with your NIT / Tender Document No. (insert number) dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical and Financial Bids sealed in one envelope.

Having examined the bidding documents including Addenda / CorrigendumNos. (insert numbers & Date of individual Addendum / Corrigendum), the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the SERVICES / GOODS under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to these Bidding Documents.

We undertake, if our bid is accepted, to deliver the Services / Goods in accordance with the delivery schedule specified in the schedule of requirements. If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents. We agree to abide by this bid, for the Bid Validity Period specified in the Bid Document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We confirm that we comply with the eligibility requirements of the bidding documents.

We also confirm that the any Government organization (Federal / Provincial / Local) has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

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

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To (Name and address of Client / Competent Authority (PUMHSW))

Dear Sir,

We, the undersigned, offer to provide the **(Insert title of assignment)** in accordance with your NIT / Tender Document No. **(insert number)** dated **(insert date)** and our Technical Proposal. Our attached Financial Proposal is for the sum of **(insert amount in words and figures)**. This amount is inclusive of all taxes, duties etc. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

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

We also declare that the any Government organization (Federal / Provincial / Local) has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

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

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

**GENERAL COMPLIANCE CERTIFICATE
DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS
(On PKR 100/- Stamp Paper)**

[Location, Date]

To: *[Name and address of Employer]*

**Re: Tender Reference NO. PUMHSW/DP/2022/____, Dated_____2022,
“Tender :_____”.**

Dear Sir,

I/we carefully gone through the Terms & Conditions as mentioned in the above referred PUMHSW Tender document. I/we declare that all the provisions of this Tender are acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

(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 :

**DECLARATION OF ANNUAL TURNOVER AND
INCOME TAX RETURN****(On Bidder / Company / firm's Letterhead)***[Location, Date]**To: [Name and address of Employer]***Ref: PUMHSW/DoF/Proc**, Dated,**for Tender “_____”.***Dear Sir,*

I/we hereby declare that, our firm's Annual Turnover is as follow:

F. Y. 2017 – 18	F. Y. 2018 – 19	F. Y. 2019 – 20
PKR_____(Million)	PKR_____(Million)	PKR_____(Million)

And,

I/we hereby declare that, our firm had filed Income Tax Returns for last the 3 financial years i.e. 2017•18 & 2018•19 & 2019-20. Copies of ITR and Audit Reports are attached for ready reference.

Yours faithfully,

Authorized Signature [In full and initials]:***Name and Title of Authorized Signatory:******Name of Bidder:******Stamp / Seal:***

**VALID LIST OF CLIENT'S DETAIL
(On Bidder / Company / firm's Letterhead)**

[Location, Date]

To: [Name and address of Employer]

Ref: PUMHSW/DoF/Proc , Dated,
for Tender “_____”.

Dear Sir,

I/we hereby mention following list of valid Clients details where our firm had provided services **during the last five (05) years**, supported by copy of agreements / contracts / work orders for your reference:

Sr. No.	Client Name / End User	Nature of Client (Govt./ Semi Govt./ Bank /Embassy / Private Sector)	No. of Guards deployed	Starting Date	Completion Date	Total contract/ Project value (PKR)	Status (Ongoing / Completed)

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

**DECLARATION FOR WEAPON LICENSE
(On Bidder / Company / firm's Letterhead)**

[Location, Date]

To: [Name and address of Employer]

Ref: PUMHSW/DoF/Proc , Dated,
for Tender “_____”.

Dear Sir,

I/we hereby declare that, our firm M/s_____have following
weapons(copy of licenses are attached for your reference):

Close Combat Weapons; Machine Pistols (30 Bore / 9mm) / 30-Bore T.T Pistols OR 9 mm Pistols				
Sr. No.	License No.	No. of Weapons Registered on License	Date of issuance	Date of Expiry
Use additional lines / pages if required				

Automatic Rifles (Multiple Shot Option) Any Non-Prohibited Bore (0.223 etc.)				
Sr. No.	License No.	No. of Weapons Registered on License	Date of issuance	Date of Expiry
Use additional lines / pages if required				

Repeaters (Shot Guns) with Minimum 10-Rounds Each				
Sr. No.	License No.	No. of Weapons Registered on License	Date of issuance	Date of Expiry
Use additional lines / pages if required				

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

A F F I D A V I T

(Must be Printed on Rs. 100/- Stamp Paper)

We, M/s. _____ hereby undertake that:

- i.** Our company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government Organization.
- ii.** Any director or owner of our company is not awarded any punishment from any Court of Law.
- iii.** We has submitted the correct and complete information along with our bid/offer.
- iv.** If any document / information is found forged / engineered / false / fake / bogus at any stage OR any criminal proceedings found in any court of law during the contract period, PUMHSW has right to terminate our services immediately without assigning any reason and making any refund or payment and we may be declared as Blacklisted and the performance guarantee and payment, if any may be forfeited.

M/s. _____

Contact Person : _____

Address : _____

Tel #: _____ Mobile #: _____ Fax # : ____

Email : _____

Signature : _____ Dated : _____

Agency Seal :

ATTESTED BY NOTARY PUBLIC

**(Must be Printed on Company's letterhead)
SECURITY CLEARANCE CERTIFICATE**

[Date & Location]

Certified that M/s. _____ will bound to deploy Security Supervisors / Guards, who would be security wise cleared by MoI / Provincial Home Department / police. If found non-complied, PUMHSW may immediately terminate the contract leading to forfeiture of earnest money or performance security and further to blacklisting of the firm.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

(Must be Printed on Company's letterhead)

CATEGORY OF SECURITY GUARDS

[Date & Location]

Certified that M/s. _____ will bound to deploy Security Supervisors / Guards, who are Ex-armed Forces Personnel / Ex-armed Forces / well trained civilians
If found non-complied, PUMHSW may immediately terminate the contract leading to forfeiture of earnest money or performance security and further to blacklisting of the firm.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

(Must be Printed on Company' letterhead)

SECURITY GUARDS AGE CERTIFICATE

[Date & Location]

Certified that M/s. _____ will bound to deploy Security Supervisors / Guards, who would are having at least 5'.6" height and within the requisite age bracket (30 to 45 Years). If found non-complied, PUMHSW may Immediately terminate the contract leading to forfeiture of earnest money or performance security further to blacklisting of the firm.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

(Must be Printed on Company's Letterhead)

COMPANY'S ARMOURER CERTIFICATE.

[Date & Location]

Certified that Mr. _____ S/o _____ bearing
Service Card No. _____ CNIC No. _____ is working
as Armourer for M/s. _____ who will Examine / Check
weapons of the deployed armed Guards / Security Supervisor(s) at least once in a month.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

**INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: _____ Contract Value: _____ Dated: _____

Contract Title: _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

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

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

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

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

[Procuring Agency]

[Supplier /Contractor/Consultant]

CONTRACT FORM

THIS AGREEMENT made the Day of(year) Between the Procuring Agency (hereinafter “the_____”) of one part and(Name of Vendor) of(City and country of Vendor) (Hereinafter “the Supplier”) of the other part:

WHEREAS the _____ is desirous that certain Supplies, as described in the bid document and briefly outlined below, should be provided by the Vendor.

Date of tender call:

Title of the project:

Brief outline of the work:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

In this agreement words and expression shall have the same meanings as are respectively assigned to them in the bid document referred to.

The following document shall be deemed to form and be read and construed as part of this Contract, viz..

- 1) Bid document(s)
- 2) Pre-bid conference minutes if any,
- 3) Clarification on bid document issued if any,
- 4) **Vice Chancellor, PUMHSW Nawabshah, Shaheed Benazirabad notification** of award.

In case of conflict among documents mentioned above, the documents mentioned above in reverse order will prevail over other documents. In consideration of the payments to be made by the **PUMHSW, Nawabshah, Shaheed Benazirabad** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **PUMHSW, Nawabshah, Shaheed Benazirabad** to(Tender Title.) and to remedy defects therein conformity, in all respects, with the provisions of the contract.

The **PUMHSW, Nawabshah, Shaheed Benazirabad** hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, 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.

Brief particulars of the services which shall be supplied/provided by the Supplier are as under:

Solutions, service or material	Quantity	Unit price	Amount	Remarks

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year above written.

Signed, sealed, delivered by_____ the (for the Procuring agency)

Signed, sealed, delivered by_____ the (for the Supplier)