

Women University, Swabi

Tender No. WUS/PD/9/18

for

Hiring of Security Services

Sealed bids are invited (Single-Stage two Envelopes, Technical and Financial Bids) from security companies for provision of Security Services at Women University, Swabi. Bidding Documents can be downloaded from the website: www.wus.edu.pk Tender Fee (non refundable) is Rs.1,000 payable in shape of Bank Draft in the name of Women University, Swabi to be provided with Bid separately. Sealed bids (both, Technical and Financial Bids) along with Rs.50,000 (refundable) earnest money in shape of Bank Draft in the name of Women University, Swabi should reach to the office of the undersigned before 2:00 pm on 11th January 2019. Technical proposal will be opened by the Procurement Committee in the presence of bidders or their representatives at 2:30 pm in the Meeting Room, on the same day.

Convener, Procurement Committee

Women University Swabi, PH: 0938-224222. Email: manager@wus.edu.pk

1. The Women University Swabi is a newly established University, chartered by Government of Khyber Pakhtunkhwa in 2015 and recognized by Higher Education Commission (HEC) in 2016. Currently the University has around 1,900 students in Master and Bachelor Programs, about 100 teaching faculty including Professor, Assistant Professors and Lecturers. The Women University, Swabi intends to hire the services of a well reputed Security Company for provision of security services for a period of one year renewable on yearly basis as per detail given below:-

Sr.#	Place of Duty	No. of personal
i.	Armed Security Supervisor (Retired JCO or equivalent)	One (01)
ii.	Armed Security Guards (Including one lady security guard)	Fourteen (12)

2. The services will be hired according to KPPRA Single stage – two envelop procedure.

3. Salient of single stage – two envelop procedure are enumerated below:-

- a. The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
- b. The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion;
- c. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- d. The envelope marked as “FINANCIAL, PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- e. Women University, Swabi will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
- f. Weightage of Technical and Financial proposals will be 70% and 30% respectively.
- g. During the technical evaluation no amendments in the technical proposal shall be permitted;

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- h. The financial proposals of technically qualified bids will be opened publicly at a time, date and venue announced and communicated to the bidders.
 - i. After the evaluation and approval of the technical proposal Women University, Swabi shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
 - j. The bidder obtaining highest marks combining Technical and Financial proposals will be awarded the contract.
4. Pre-Qualification - Mandatory:- Company must furnish following information;
- a. Valid license to operate in the Province of Khyber Pakhtunkhwa
 - b. NOC issued by the Government of Khyber Pakhtunkhwa
 - c. Registration with SECP
 - d. Registration with Social Security
 - e. Copy of NTN certificate
 - f. Registration with All Pakistan Security Agencies Association (APSAA) Affidavit that the firm has not been black listed by any Government / Semi Government / Autonomies organization.
 - g. Proof of financial soundness from a scheduled bank accompanied with bank statement for the last one year.
 - h. Pay order / bank draft of Rs.50, shall accompany the financial proposal as Bid Security/ Earnest money. Technical proposal must contain a certificate regarding attachment of earnest money along with financial bid. Failing to do so may result into disqualification.
 - i. The successful bidder will be required to deposit a “performance/ bank guarantee” equivalent to two (2) months remuneration of the first year, through a Pay Order/ bank draft in favor of Women University, Swabi within one week of award of contract. If the bidder fails to deposit performance/ bank guarantee within one week of the receipt of the letter awarding the job, the same shall be treated as cancelled and the earnest money shall be forfeited. The bid security of the successful contractor will be adjusted against the performance guarantee

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- j. Deployment of at least 100 security guards in Province of Khyber Pakhtunkhw. A certificate to this effect will be furnished along with details of deployment. (Facts will be verified).
 - k. The company should have the valid wireless license and should be able to provide walkie Talkie Sets on demand.
 - l. Performance certificates by the major clients where your security company has been providing security services in the last two years.
 - m. The company should have few licenses of automatic weapons and will provide at least 4 automatic weapons along with other weapons.
5. Weightage of Technical and Financial proposals will be 70% and 30% respectively. The bidder obtaining highest marks combining Technical and Financial proposals will be awarded the contract.
6. If two or more bidders obtain equal marks in Technical proposal, then the contract will be awarded to the one with lowest financial bid.
7. Salaries, perks, privileges and work hours of the guards will be governed strictly according to the government rules / regulations.
8. Compulsory remittance of EOBI and insurance premium against each individual.
9. Evidence of remittance of insurance premium will be submitted on award of security contract.
10. Payment will be made on monthly basis by Women University, Swabi through cheque after deduction of taxes.
11. The company will be responsible to get each guard medically examined by a registered medical practitioner and provide medical certificate. Similarly the company shall provide character certificates of each guard with verified antecedents.
12. Guards provided by the company should not be less than 25 years and not more than 50 years of age in case of guards. Bulky/overweight persons will not be accepted.
13. The guards should be trained and capable enough to handle the situation including but not limited to bomb blast, earthquakes and events of fire etc.
14. The company will provide a hand held metal detector and a vehicle search mirror at each location.

15. Evaluation criteria is given in the technical proposal. Minimum threshold for qualifying in the technical proposal is 60%.

16. Evaluation criteria of financial proposal is as under:

Lowest Quoted Bid X 30 = Total Marks Obtained

Bid to be evaluated

17. The successful bidder will have to provide either ex-servicemen and trained civilian fully equipped and conversant with security performance and other requirements as mentioned in the security agreement.

18. During the contract, the firm will provide Security Services as per terms and conditions, to be settled later on in the shape of contract agreement, for UNIVERSITY.

19. An agreement will be made between Women University, Swabi and contractor on judicial paper of Rs. 100/-.

20. Availability of additional guards (if so required) will be ensured within 24 hours.

21. Interested Security Companies may forward their proposals as per above instructions to the undersigned latest by 11 January 2019 at 2:00 pm.

22. Women University, Swabi reserves the right to accept or reject the tender without assigning any reason as per PPRA rules.

23. Bids shall remain valid for 90 days after the date of tender opening. Earnest money will be returned to the unsuccessful bidders not later than expiry of the Bids.

FINANCIAL PROPOSAL Hiring of Security Services for Women University, Swabi

24. The monthly rate / total amount for provision of 15 x Security Guards, on 24 hours basis i.e. ten security guards at first shift (12 hours) including one Supervisor and 5 guards at second shift (12 hours) inclusive of all payable taxes,

Technical Proposal

- | | | |
|----|---|---|
| 1. | List of major clients | 10 Max |
| | <ul style="list-style-type: none"> • (Corporate bodies/Multinational/Embassies/5 Star Hotels= • (Factories/Educational Institutions/Government offices= • (Residential Colonies/Commercial Centers/Hospitals = | <ul style="list-style-type: none"> 2 Marks each) 1 Mark each) 1/2 Mark each) |

Copies of valid agreements will be provided as evidence

2. Experience of the company __ years (1 mark for each year) 15 Max

3. What services are offered: - (1 Mark each) 05 Max

a. _____

b. _____

c. _____

d. _____

e. _____

4. What security equipment is available: - (1 Mark each) 05 Max

a. _____

b. _____

c. _____

d. _____

e. _____

5. Company has the license / permission to use following weapons:- 05 Max (1 Mark each)

a. _____

b. _____

c. _____

d. _____

e. _____

6. Monitoring control and supervision mechanism of the guards:- 05 Max (1 mark each)

a. _____

b. _____

c. _____

d. _____

e. _____

7. Training of guards on: - (1 mark each)

05 Max

a. _____

b. _____

c. _____

d. _____

e. _____

8. Refresher Training: - (1 mark each)

05 Max

a. _____

b. _____

c. _____

d. _____

e. _____

9. Guards selection criteria and verification procedure

05 Max

(2.5 marks)

(2.5 marks)

10. Performance Certificates by Major Client

10 Max (1 Mark each)

Total : 70

11. Please attach Company history/Profile.

12. Contact person name_____

13. Office Address_____

14. Contact Number_____

Note: Office premises will be visited / inspected to verify the above mentioned facts.

Date: _____

Signature: _____

Place: _____

Name: _____

DRAFT AGREEMENT OF SECURITY SERVICES

This agreement is executed on this day_____ for hiring of Security Guards between M/s _____Security Services (Pvt) Ltd, a company incorporated under the Companies Ordinance 1984 and having its registered office located at _____ (hereinafter called "Security Company") AND Women University, Swabi (Hereinafter called University) which expression shall be deemed to include the "University" designated REPRESENTATIVE OF THE Second Part). WHEREAS the First Party has security guards fully trained in the field of security has agreed to provide security services for the persons and moveable/immoveable property of Women University, Swabi, as set out in this Agreement.

1. TERMS OF AGREEMENT

a. Period. -----. Contract renewal / extension on yearly basis will be subject to mutual consent and satisfactory performance of the company

b. Execution. The security agency will be bound to execute the directives of the University.

c. Additional Guards. In case University requires additional strength of guards, the security company shall provide the same according to requirement on the terms as agreed in the agreement on 24 hours notice.

d. Salaries, perks, privileges and work hours of the guards will be governed strictly according to the government rules / regulations.

2. GUARD SERVICES The Security Agency will be fully responsible to provide satisfactory services at Women University, Swabia.

a. Energetic, smart, literate and healthy (preferably ex-serviceman) with complete uniform fully conversant with the security performance should be deployed at Women University, Swabi in consultation with the security in-charge of the University. Guards provided by the company should not be less than 25 years and not more than 50 years of age. Bulky/overweight persons will not be accepted.

b. Daily attendance will be marked in the register at the point as well as Daily Attendance sheet duly signed for submission to security in-charge Women University, Swabi for calculation and compilation on monthly basis. Representative from the company / guards supervisor will randomly (at least four times a month) monitor the performance of guards as per terms and conditions and verify the same on attendance register.

c. That M/s _____ Security Company will provide and ensure that each guard on duty has received and understood written instructions for basic duties, is dressed in proper UNIFORM of the Company and is fully equipped to discharge his duties. Each guard is to be issued with two new uniforms.

d. The Armed Guards will be called "Standing Security Guards" and will remain alert, patrolling and vigilant throughout their duty hours, and any mishap will be the responsibility of the Security Agency under all circumstances subject to the completion of all legal proceedings as required by law i.e. Joint Board of Inquiry etc.

e. The company will be responsible to get each guard medically examined by a registered medical practitioner and provide medical certificate. Similarly the company shall provide character certificates of each guard with verified antecedents.

f. The company will be responsible to introduce a guard to the in-charge security officer Women University, Swabi before deployment as a substitute.

3. DEPLOYMENT OF GUARDS

Total Five (15) guards including one Supervisor will be deployed. Ten (10) Guards including one Supervisor will be deployed in 1st Shift and five (5) in 2nd shift.

PAYMENT OF SERVICES CHARGES

- a. The University will pay services charges on monthly basis as mentioned below to M/s _____ Security Company Ltd by 10th of each month on submission of invoice and University shall not be responsible in any manner to pay either in cash or in kind to other than the amount of salary agreed upon in the agreement for the total strength agreed to be employed.
- b. Evidence of remittance of insurance premium will be submitted on award of security contract.
- c. Payment will be made on monthly basis by University through cheque after production of EOBI receipts.

d. 6. PERFORMANCE GUARANTEE

The successful bidder will be required to deposit a “performance/ bank guarantee” equivalent to one months remuneration through a Pay Order/ bank draft in favor of Women University, Swabi within one week of award of contract. If the bidder fails to deposit performance/ bank guarantee within one week of the receipt of the letter awarding the job, the same shall be treated as cancelled and the earnest money shall be forfeited. The bid security of the successful contractor will be adjusted against the performance guarantee

7. OVERTIME

The University shall not be responsible for any payment regarding overtime duty of the services provided by M/s _____ Security Company Ltd.

8. GUARD DUTIES INCLUDE THE FOLLOWING:

- a. Prevention of entry into University premises entrusted in the charge of M/s _____ Security of any person not authorized by the University or any person who lacks proper identification.
- b. Prevent pilferage of items/equipment/property belonging to University from the premises of University placed under charge of M/s _____

Security Company Ltd as per written instruction issued by the authorized officer of University.

c. Inform concerned authorized officer of University promptly and accurately any occurrence detrimental to the security of University premises placed under charge of M/s _____ Security Company Ltd.

d. To take appropriate action in case of emergencies like:

(1) Raising of fire alarm and prompt communication to Fire Brigade and officer in-charge of the installation and arrange rescue activities.

(2) Forced Entry will be promptly reported to the local police station, in charge installation and the Control Office of M/s _____ Security Company Ltd for appropriate action.

(3) Law and Order Situation will be promptly reported to the local police station, in charge installation and the Control Office of Company for appropriate action. All entry points be closed under such a situation.

(4) To arrange immediate medical coverage of any person injured in the premises.

(5) To carry out daily checking of all security lights, entry points and locked premises for their effectiveness during off hours.

(6) To properly brief the relieving guard about any situation concerning security.

e. The guards will perform duties including security of University personnel, installation, its property and fire fighting in case of fire.

f. It shall be the duty of security guard to take immediate remedial action at the time of any fire incident.

g. It shall be the responsibility of security guards to check up firefighting equipment installed in University building/premises and report if found irregularity.

h. During the effectiveness of this agreement in case of damage occurred to the property or personnel due to the outbreak of fire or any other eventually caused by the negligence of security guards, the contracting security company will be wholly responsible and liable for paying all the losses occurred to University as a result of their negligence, which will be decided by a committee consisting of both parties. i. The arms provided to the guards must be examined by a qualified armourer.

j. Security guards will be granted four days off per month. k. The company will provide a hand held metal detector and a vehicle search mirror at each

9. PERSON PERFORMING SERVICES SPECIFIED HEREIN TO BE EMPLOYEES OF M/s _____ SECURITY COMPANY LTD

a. The persons employed by M/s _____ Security Company Ltd who perform the services specified in this agreement shall be the employees of Company and shall not at any time attempt to represent such employees or its offices as employees of the UNIVERSITY. It is understood by the parties hereto that neither the UNIVERSITY nor any officers of the UNIVERSITY are concerned with the terms and conditions of employment and that there is not and shall not be any relationship of employer and employee between the staff of UNIVERSITY and employees. Since M/s _____ Security Company Ltd is the employer of all such persons who perform the services specified in this agreement, M/s _____ Security Company Ltd Company shall pay wages to such person and shall control and supervise the work done by them, shall instruct them as to the manner in which the work has to be done by them as may be warranted. The UNIVERSITY shall not interfere with the right of M/s _____ Security Company Ltd to hire its employee or in the selection or non- selection of any person as its employees subject to the terms of this agreement.

b. If in the opinion of the UNIVERSITY the presence of any employee of Company of any of his acts of omission or commission are prejudicial to the interests of the UNIVERSITY to that of any of its officer, the UNIVERSITY shall inform Company about such employee where upon will take immediate action against such employee by replacing him to the entire satisfaction of the UNIVERSITY.

10. INDEMNITY a. Company shall at all times during the specified period of this agreement and thereafter indemnify the UNIVERSITY and its officers against all losses and claims for injuries or damage to any person or property arising thereof or in consequence of this agreement or any of its duties to be performed there under, or any act or omission of any of its employees, and against all claims, demands, proceeding, cost, charges and expense whatsoever in respect thereof or in relation thereto and all litigations, court processes and court cases and all proceedings there under filed or instituted by the personnel employed by M/s _____ Security Company Ltd or any of them collectively or individually or by any other party subject to completion of legal

proceedings as required by law. b. Company shall obtain from all of its employees who are rendering the services specified in this agreement, a declaration that they are and shall remain the employees of M/s_____ Security Company Ltd and shall have no obligation of contract with or claim whatsoever against the UNIVERSITY or against any of its officials.

11. CONFIDENTIALITY M/s_____ Security Company Ltd shall ensure that all of its employees performing services specified in this agreement shall not at any time during the performance of this agreement or thereafter disclose to any person any information as to the affairs of the UNIVERSITY or its offices and as to any other matter which may come to their knowledge by reasons of the performance of the services specified in the agreement. If in the opinion of the UNIVERSITY there has been any such disclosure the person concerned shall immediately be dismissed from the service.

12. RESPONSIBILITIES OF M/s -----SECURITY COMPANY LTD

a. In addition to the services to be performed by M/s_____ Security Company Ltd. specified above Company shall provide at no additional cost to the UNIVERSITY such supervision of its employees as is necessary to adequately fulfill its obligations under the agreement.

b. Company is responsible for ensuring that all its employees performing the services specified in the agreement are physically fit, have no communicable disease and are healthy in all respects to perform duties.

c. M/s_____ Security Company Ltd, is an independent contractor and accordingly is fully responsible for any accident or injury to its employees or cause by its employee and agrees that neither the nor any of its officers will be held liable for either of the above in any manner.

d. Company warrants that in the performance of its obligations under this agreement it shall comply fully with the laws applicable to the establishment of UNIVERSITY.

e. The employees of Security Company shall on no account indulge in UNIONISM.

f. M/s _____ Security Company Ltd is responsible for recruitment, discipline and all other service matters of its employee. They will not in any case communicate with the officials of UNIVERSITY regarding their service matter, which is the sole responsibility of Security Company.

g. When circumstances warrant, the UNIVERSITY may refuse to accept services from any employees of Company whose work has been found unsatisfactory or not in accordance with the requirements of this agreement. In addition, penalties / actions would be initiated in case of unsatisfactory performances and violations that are or equivalent to the ones highlighted below;

(i) Amount of Rs.350/- per day per guard will be deducted in case of minor violations like wearing inappropriate dress/ late arrivals/negligence, attending guests during the duty hours, etc. "All fines and penalties will be deducted by UNIVERSITY from the monthly payments of the Company.

(ii) Three consecutive violations of same nature on part of an individual will render him unsuitable for performing duties in UNIVERSITY.

(iii) The company would be served with a warning notice in case of persistent minor violations and non-attendance of complaints. Three consecutive warnings may render the company unsuitable for performing security duty in UNIVERSITY and UNIVERSITY may terminate this agreement.

(iv) Violations like offensive behavior that involves scuffling etc will lead to a penalty of up to 5% of the monthly bill. All fines and penalties will be deducted by UNIVERSITY from the monthly payments of the Company.

(v) Actions like firing of weapons which are not intended for the purpose of defense and in violation of security company's license may lead to cancellation of the agreement besides involving other legal proceedings as required.

h. The process of recruiting, interviewing and hiring employees of Company including any actions with respect to alleged discrimination of other employment practices are the sole responsibility of Security Company subject to what has been agreed in this agreement.

13. STATUS OF M/s -----SECURITY COMPANY LTD.

M/s_____ Security Company Ltd is a bonafide limited company working for its own account and acknowledges that this agreement does not confer upon it, or upon any individual employed by it, the status of any employee of the

UNIVERSITY or that of any of its officers nor grants it, or any individual employed by it, any benefits not specifically provided for herein.

14. SECURITY The Security clearance of all the employees of Company who are assigned to provide services under this agreement shall be the responsibility of M/s _____ Security Company Ltd.

15. TAXES

Company shall be responsible for the taxes required to be paid by its under relevant law and for any necessary withholding of taxes from the salaries of employees of Security Company.

16. RESTRICTION OF ASSIGNMENTS TAKE OVER

a. M/s _____ Security Company Ltd 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- contracting by Company shall entitle the UNIVERSITY to terminate this agreement forthwith.

b. If Company shall make any arrangement with or assignment in favour of its creditors, or amalgamates with any other concern or is taken over, the UNIVERSITY shall be entitled to terminate this agreement forthwith upon notice.

17. DISPUTES

All questions, disputes, controversies arising directly or consequent to this agreement except matters, which are the sole discretion of UNIVERSITY under the terms of this agreement, shall be settled by mutual negotiations. Should such negotiations fail, the matter, as specified herein before subject to said exception shall be referred to arbitration by two arbitrators, one to be appointed by Company and the other by UNIVERSITY and on their recommendations the third arbitrator will be appointed, to decide whose decision shall be final and binding and not challengeable in law.

18. EFFECT OF AGREEMENT

This agreement embodies the entire understanding of the parties hereto on this subject and there are no commitments, terms, conditions or obligation, oral or written, express or implied other than those contained therein.

19. TERMINATION OF AGREEMENT

If M/s _____ Security Company breaches any terms and conditions laid down in this agreement and if such breach is not cured within thirty (30) days after receiving written notice from Women University, Swabi specifying such breach in reasonable detail, Women University, Swabi shall have the right to terminate this agreement by giving written notice thereof to the company, which termination shall go into effect immediately on receipt.

20. MODIFICATION OF AGREEMENT

Any amendment or modification of this agreement or additional obligation assumed by any of the party will be enforced only after mutual agreement of both the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

21. COVERING LAW

a. This contract agreement has taken place w.e.f. ----- and will be in force for the period of one year.

b. Both parties have rights to terminate the contract on one month advance notice. In case the services are terminated without notice, second party will have to make the payment equivalent to one month’s salaries of the guards.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day of _____.

Signed on behalf of

Women University, Swabi

Security Company Ltd

Witness 1: _____

Witness 1: _____

Witness 2: _____

Witness 2: _____