

#### TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

No. TCP/SEC/03/2015

#### MINISTRY OF COMMERCE

14<sup>th</sup> July, 2022.

## NOTICE INVITING TENDER FOR HIRING OF SECURITY SERVICES

Trading Corporation of Pakistan (Pvt.) Ltd., (TCP'), Karachi invites bids from reputable Security Companies, which are registered with all Federal and Provincial tax authorities and action on tax payer list and also registered with relevant Home Departments/Ministry of Interior to provide Security Services, including posting of Security Guards Personnel at different godowns/warehouses/offices locations, subject to terms & conditions specified in the Tender Document.

- 2. Bidding will be conducted under Rule 36(b) of the Public Procurement Rules, 2004 i.e. Single Stage Two Envelope procedure.
- 3. Interested and eligible Security Companies may submit their sealed offers/bids comprising two (02) separate envelopes in respect of Technical Proposal and Financial Proposal (Clearly marked on each envelope), to be dropped in the Tender Box placed at Reception Counter of TCP at 4<sup>th</sup> Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, on Monday the 1<sup>st</sup> August, 2022 by 1130 (hours). Technical proposal will be opened on the same day by 1200 (hours) in the TCP's Board Room, in presence of bidders or their authorized representatives who may wish to be present.
- 4. Tender Document, containing terms & conditions can be obtained on payment of Rs.2,000/- (Rupees Two thousand only) during office hours from publication of this notice till **Monday the 1**<sup>st</sup> **August, 2022** by 1000 (hours) from following offices of TCP.
  - i. The General Manager, Regional Office, Trading Corporation of Pakistan, House No.47, Street No.2, PHAF Residencia Kuri Road, Islamabad,
  - General Manager, Regional Office, Trading Corporation of Pakistan, 2<sup>nd</sup> Floor, LDA Plaza, Egerton Road, Lahore (Tel: 042-99206065).
  - iii. Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt.) Ltd, 4<sup>th</sup> Floor, Block-B, Finance & Trade Centre, Shharah-e-Faisal, Karachi, (Tel: 021-99202947-49 Ext. 235).
- 5. The tender documents can also be downloaded from TCP's website <a href="www.tcp.gov.pk">www.tcp.gov.pk</a> and PPRA's website <a href="www.tcp.gov.pk">www.tcp.gov.pk</a> and <a
- 6. The Interested parties who have not fulfilled their contractual obligation with TCP previously shall not be eligible to participate in the Bids, unless they clear their dues along with penalties or fulfill their contractual obligations in services with TCP, as the case may be, before tender opening date. Furthermore, the Security Company against whom blacklisting process has been initiated or they have been blacklisted by TCP is not eligible to participate. Detailed requirements are indicated in the Tender Document containing tender terms & conditions.

7. TCP reserves the right to reject any or all bids at any time prior to their acceptance as per PPRA Rule.

(MUHAMMAD ASIF RAJPAR) DGM INCHARGE (REMS)

EMERGING PAKISTAN

## **TENDER DOCUMENTS**

## TRADING CORPORATION OF PAKISTAN (PVT.) LIMITED

No. TCP/SEC/03/2015 14th July, 2022.

### TENDER DOCUMENT / TERMS & CONDITIONS FOR HIRING OF SECURITY SERVICES

#### 1. <u>INSTRUCTIONS TO THE BIDDERS:</u>

- 1.1 Trading Corporation of Pakistan (Pvt.) Ltd is a private limited company incorporated under the companies Act, 1913 (now companies Act, 2017) and operating under the administrative control of Ministry of Commerce, Government of Pakistan, invites bids for a period of one year further extendable as per agreement from reputable security companies which are registered with relevant Home Department/ Ministry of Interior to provide security services, including posting of security guards at different locations of Karachi, Multan and Islamabad. The bidders must be registered with Federal and Provincial tax authorities for Income Tax and Sales Tax and have action states on tax payer list.
- 1.2 Interested Security Companies may submit their sealed offers/bids in an envelope "(containing two (02) separate envelopes for 'Technical' and Financial Proposal)" Clearly marked on each envelope to be dropped in the tender box placed at the reception counter of TCP at 4th Floor, Block 'B' Finance & Trade Centre, Shahra-e-Faisal, Karachi, on the date and time as specified in the Tender Notice. The Technical Proposals shall be opened in the TCP's Board Room thirty minutes after deadline for submission of bid in the presence of bidders or their authorized representatives who may wish to be present. After evaluation and approval of Technical Proposals, TCP shall open the Financial Proposals of technically qualified bidders only within the Bid validity period in the presence of the representatives of the bidders. Financial Proposals of bids found technically non-qualified shall be returned unopened to the respective disqualified bidders.
- 1.3 Bidding will be conducted under Rule 36(b) of the Public Procurement Rules, 2004, i.e. Single Stage Two Envelope procedure.
- 1.4 Tender Document containing terms & conditions can be obtained on payment of Rs.2,000/(Rupees two thousand only) during office hours from publication of this notice till 01-08-2022 by
  1000 (hours) from following offices of TCP.
  - i. Manager Incharge, Regional Office, Trading Corporation of Pakistan (Pvt.) Limited, House No.47, Street No.2, PHAF Residencia Kuri Road, Islamabad.
  - ii. General Manager Regional Office, Trading Corporation of Pakistan (Pvt.) Limited, 2nd Floor, LDA Plaza, Egerton Road, Lahore. (Tel: 042-99206065).
  - iii. Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt.) Limited, 4<sup>th</sup> Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, (Phone: 021-99202947-49 Ext. 235).
- 1.5 The tender documents can also be downloaded from TCP's website www.tcp.gov.pk and PPRA's website www.ppra.org.pk. Interested parties would however be required to provide separate Demand Draft/Pay Order of Rs.2,000/- as tender documents fee while submitting the bids without which their bids will not be accepted.
- 1.6

The Interested parties who have not fulfilled their contractual obligation with TCP previously shall not be eligible to participate in the Bids, unless they clear their dues along with penalties or fulfill their contractual obligations in services with TCP, as the case may be, before tender opening date. Furthermore, the Security Company against whom black listing process has been initiated or they have been black listed by TCP is not eligible to participate.

- 1.7 A pre-bid meeting of the Tender shall be held on 25<sup>th</sup> July, 2022 at 1100 (hours), in the TCP's Board Room, interested bidders are encouraged to participate.
- 1.8 TCP reserves the right to reject any or all bids prior to their acceptance as per PPRA Rules 2004.
- 1.9 The partial offer of services by a bidder as not covering all of the specified sites at Clause-3.3 (at the cities of Karachi, Multan and Islamabad) shall result in rejection of the same bid.

#### 2. **DEFINITIONS:**

- 2.1. Supervisor means a person physically & mentally fit preferably retired Junior Commissioned Officer (JCOs) of Armed Forces or Officer of any Armed Force to be employed as Supervisor within age 30-55 years in proper uniform who should be on the payroll of Security Company and trained to provide the Security Services and equipped with essentially required logistics supports for effective monitoring and communication. He should be conversant with office work, possessing leadership skills and administrative control over the Security Guards posted by the Security Company against this agreement. He shall have Matriculation and 5 years experience as a security guard and working knowledge of Front Role Public Handling and Security Management Skills.
- 2.2. **Ex-Army Guard** means, a person physically & mentally fit having experience of serving in field intelligence or Military Police or Armed Force.
- 2.3. Armed Guard means a person physically & mentally fit in proper uniform who should be on the payroll of Security Company and trained to provide the Security Services and equipped with useful arm & ammunition like Pistol of 9mm and Shotgun, along with valid license and other essentially required logistics supports for effective monitoring & communication which could be required to provide the sufficient Security Services on the place of posting and vicinity. He shall have working knowledge of Front Role Public Handling and Security Management Skills.
- 2.4. Guard and / or Unarmed Guards means, a person physically & mentally fit in proper uniform who should be on the payroll of Security Company and trained to provide the Security Services and equipped with essentially required logistics supports for effective monitoring & communication, which shall be required to provide the sufficient Security Services on the place of posting and vicinity. He should have working knowledge of Front Role Public Handling and Security Management Skills.
- 2.5. **Place of Posting** The area, where the specific Guard has been posted to provide the Security Services, in writing by the appropriate authority.
- 2.6. Shift the uninterrupted duration of twelve hours beginning from 0700 hours to 1900 hours and 1900 hours to 0700 hours for day and night shifts, respectively.
- 2.7. Mobile Vehicle Four wheel automobile, pickup, with engine capacity of not less than 1000 CC to consume petrol or diesel fuel only. It shall be in road worthy and in suitable condition and fit to use for patrol, emergency response and transport of security personnel for effective discharge security services (Fitness/road worthy certificate of Traffic Police be provided).
- 2.8. Wireless Sets Pair of more than two devices, to be used for two way oral communications, directly, without intervention and requirement of communication mean with approved frequency. (Cellular Services and CDMA Services cannot be used as wireless sets under this agreement), as per requirement of area and with the approval of site Incharge/Managements (rates must be included in the quotation).
- 2.9. Walky-talky Pair of two devices, to be used for two ways oral communication, directly, without intervention and requirement of communication mean with approved frequency. (Cellular Services and CDMA Services cannot be used as wireless sets under this agreement) as per requirement of area and with the approval of site Incharge/Managements (rate must be included in the quotation).
  - R.O. means Regional Office of TCP located at Islamabad and Gwadar.

- 2.11. S.R.O. means Sub-Regional Office of TCP located at Multan.
- 2.12. Any other terms used in this tender shall be treated as its original and understandable meaning in respect of provision of Security Services smoothly.
- 2.13. Lethargic, inefficient, over and below age guards will not be accepted.
- 2.14. The Security Guards so posted by the security agency under this tender must be APSAA (All Pakistan Security Agencies Association) certified in weapon handling, APSAA certificate for each individual guard shall be provided by the security company to the General Manager REMS, TCP.
- 2.15. After deployment of security guards, company shall provide the vetting / clearance of those guards from special branch within 30 days to General Manager (REMS).

#### 3. PLACEMENT OF GUARDS AND ALLIED SERVICES:

- 3.1 Security Guards shall be provided without gap for twenty four hours (24) per day and seven (7) days per week at the TCP's premises. For this purpose duty rosters of the supervisors/guards must be provided to the TCP site In-charge.
- 3.2 The Security Company is responsible to provide security, manpower, Ex-Army Guards, Armed Guards, Un-Armed Guards and Supervisor as per following minimum requirement/ standards:-

#### 3.2.1 **SECURITY SUPERVISOR PREFERABLY** RETIRED OFFICER (JCOs) **COMMISSIONED** OF ARMED **FORCE** TO **EMPLOYED AS SUPERVISOR:-**

Age:

30 to 55 years.

Retirement:

Normal

Health:

Sound Health

Discipline:

No major disciplinary entry in the record of service.

Qualification:

Matriculation

Experience:

5 Years experience as a security guard

#### 3.2.2 EX-ARMY GUARD:

Age:

25 to 50 years.

Education:

Matriculation.

Experience: Discipline:

Having five years experience

No major disciplinary entry in the record of service.

Retirement:

Normal

Health:

Sound Health

#### 3.2.3 **SECURITY GURADS:**

Age:

25 to 50 Years.

Education:

Literate/Matric

Retirement:

Normal

Health:

Sound Health

### 3.2.4 **DRESS**:

Minimum 02 pairs of uniforms per year to each individual. Colour and type of uniform should be in accordance & approved by Government concerned authority.

#### WINTER:

Shirts, Trouser, Pullover, Belt, Jockey cap or Barret, Shoes.

#### **SUMMER:**

T-Shirts, Trouser, Jockey Cap, or Barret, Belt, Shoes.



3.3 Schedule for posting of Security Guards shall be prepared by General Manager (REMS) in consultation with General Manager (Godown). However, following schedule of deployment shall remain unchanged for the purpose of this clause.

#### **3.3.1 DAY SHIFT:**

LOCATION	SUPERVISOR	ARMED GUARDS	UN ARMED GUARDS	TOTAL
Qasim Rice Godowns, Pipri	01	11	03	15
Korangi Cotton Godowns	01	06	01	08
Landhi Godowns	01	04	01	06
TCP Head Office	-	-	-	-
TCP 8th Floor A, Block (FTC)	-	<u>-</u>	<u>-</u>	-
TCP House	-	01	•	01
TCP land near Ghaghar Phatak (Railway Marshal Yard, Pipri)	•	01	-	01
R.O. Lahore	-	-	-	-
S.R.O. Multan	•	01	-	01
R.O. Islamabad	•	01	•	01
R.O. Gwadar	•	-	-	-
Total:	03	25	05	33

#### 3.3.2 **NIGHT SHIFT:**

LOCATION	SUPERVISOR	ARMED GUARDS	UN ARMED GUARDS	TOTAL
Qasim Rice Godowns, Pipri	01	12	03	16
Korangi Cotton Godowns	01	07	01	09
Landhi Godowns	01	05	01	07
TCP Head Office	-	-	-	-
TCP 8th Floor A, Block (FTC)	-	-	-	-
TCP House	•	01	-	01
TCP land near Ghaghar Phatak	•	01	•	01
(Railway Marshal Yard, Pipri)				
R.O. Lahore	-	-	_	-
S.R.O. Multan	-	02	-	02
R.O. Islamabad	-	01	-	01
R.O. Gwadar	-	•	<u>-</u>	-
Total	03	29	05	37
Grand Total:	06	54	10	70

- 3.4 Security Company shall provide the details of Guards alongwith their past experience, copy of CNIC, copy of Service Card and other required details/information to Godown/Site Incharges and General Manager (REMS), one week prior to placement of Guard to the place of posting.
- 3.5 Security Company will ensure that the Security Guard is active, healthy and free from any diseases. Allowed age limit for placement of Security Guard having 25 to 50 years duly trained will be preferred.
- 3.6 Security Company will preferably place 10% Security Guards, having the past experience of Ex-Armed Forces. This distribution shall be made in all the places of posting, or as per instructions issued by the General Manager (REMS), TCP. The ratio may be separately maintained for Pipri, Landhi, Korangi Godowns.
- 3.7 Security Company will ensure that the Security Guard is well trained. The guard must have at least one year experience of any Security Company. Every Armed guard shall be equipped with proper functioning and at least Twenty-five bullets/cartridges shall be available with each armed guard.

- 3.8 Guards shall be on the pay roll of Security Company, preferably on the permanent slot, otherwise, in case of contractual employment, minimum period should not be less than six months.
- 3.9 During the hiring of Security Guards for TCP's sites, the offer/appointment letter may be issued and same would be sent to General Manager (REMS) for record.
- 3.10 Any change in placement of Security Guards shall be made with prior information and approval of the General Manager (REMS).
- 3.11 Security Company shall ensure the availability of adequate reserve guards at least (20%) of TCP's required strength.
- 3.12 Security Company shall ensure placement of Guards, strictly in accordance with agreement, Terms and Conditions.
- 3.13 TCP at its discretion can reduce/increase the number of guards, on agreed rate of payment and on the same terms & conditions. The Security Agency is responsible to provide the required Armed Guards or Un-armed Guards as soon as possible but within twelve hours. However, the Site Incharges, have to immediately inform the General Manager (REMS). The verbal intimation would be duly followed by written request mentioning therein the circumstances / reasons on next day.
- 3.14 In case the Godowns/Site Incharges require the Security Guards or any facility by the Security Agency at the site beyond the approved strength, the written request would be sent to Security Division, TCP. The Security Division shall take necessary action for deployment of the required Security Guards. Security Agency shall follow all the instructions of General Manager (REMS).
- 3.15 The Security Company will be responsible to provide the following additional facilities to the Security Guards at its own cost at following places: -
  - 3.15.A One four (4) wheel vehicle of minimum engine capacity of 1000cc in good and road worthy condition along with petrol ceiling at QRG (Pipri)/Ghaghar Phatak for patrolling and other security purposes.
  - 3.15.B Two (2) Motorcycle alongwith petrol ceiling at QRG (Pipri).
  - 3.15.C Two (2) Bicycles for (Pipri), two for Korangi one for Landhi godown.
  - 3.15.D 10 Spot Lights at TCP's godowns in QRG (Pipri), 5 at Landhi and 5 at Korangi.
  - 3.15.E Provide four or more Metal Detectors alongwith four (4) Searching Mirrors (latest model), at the following locations, all Exit/Entry points should be manned by Security Guards alongwith Metal detector and Mirrors:
    - a. PIPRI: Eight (8) Metal Detectors alongwith Eight (8) Searching Mirrors.
    - b. LANDHI: Four (4) Metal alongwith Four (4) Searching Mirror.
    - c. KORANGI: Four (4) Metal alongwith Four (4) Searching Mirror.
- 3.16. Every Guard should have a whistle along with torch.
- 3.17. Security Supervisor should have the Cellular Phone facility to make/receive calls / messages at any time.
- 3.18. All Godowns shall invariably be provided functioning Wacky Talkies (with extra batteries), torch and whistle.

#### **SECURITY MEASURES:**

The Security Company shall maintain the proper record at main gate during the IN & OUT of vehicle/visitors at site including CNIC No., Name, Vehicle No. and destination of each

person/vehicle entering in the Godown premises. The register shall be signed and stamped by supervisor and daily entry and exit of vehicles/person shall be shared with General Manager (REMS) on daily basis.

- 4.2 The Security Company shall be responsible to ensure the safety and security of TCP's assets both moveable and immovable including Cargo stored in warehouse.
- 4.3 Arms shall be in working condition at all the time. Armed Guards must be equipped with sufficient cartridges. Monthly drill may be performed at all Godowns.
- Security Agency shall keep watch on all the activities of persons including TCP's 4.4 officers/officials posted at Godowns and in case of any unauthorized transaction &/or incident of theft, removal of goods and damage to the property, the Security Company shall promptly inform in writing to G.M. (REMS) with copies to Director and S.O. to Chairman, TCP, in respect thereto and shall also lodge FIR with the concerned Police Station. The Security Company shall also be liable to indemnify/compensate TCP of all its losses so caused / suffered in this regard.

#### **GENERAL CONDITIONS:** 5.

- 5.1 TCP at its discretion can reduce/increase the number of guards, on agreed rate of payment and on the same terms & conditions. For this purpose, the Security Agency shall follow the instructions of General Manager (REMS).
- 5.2 Security Company shall ensure the availability of adequate reserve guards at least 20% of the TCPs required strength. In case of absence casual or other leave by any Security Guard, the Security Company shall provide the alternate guard from the reserve guards.
- 5.3 Security Company shall ensure the placement of Guards, strictly in accordance with agreement, Terms and Conditions.
- 5.4 In case of absence of any Security Guard and Supervisor, the Security Company shall be liable to provide the required strength at site otherwise TCP reserve the right to impose the penalty as per agreement.
- TCP can increase/decrease the number of guards. In this situation the Security Company will 5.5 be informed in writing accordingly in case of number of guards increased/decreased upon directives of TCP.
- The Security Agency will provide armed guards physically fit and sound in health, properly 5.6 uniform and ensure that each guard must have following documents:
  - i. Attested photocopy of NADRA Computerized CNIC Card.
  - ii. Original Service Card issued by the Security Company.
  - Photocopy of license/ certificate of weapon held by the guard. iii.
  - Copy of Certified discharge work issued by Ex-Armed Forces. iv.

#### Without uniform, Lethargic, inefficient, over and below age guards will not be accepted.

- The Security Company would be responsible to cover all financial rates of Security Guards, 5.7 including payment of salary and compensation to the Guards and all type of taxes and levies whether acquired through collective bargaining or otherwise and all the expenditure for providing allied services/medical/welfare. In case of illness during duties, Security Company will be responsible.
- Any increase or decrease in any levies or rates imposed by the Government/CBA, wages 5.8 and/or salaries fluctuation in market rates of equipment, materials, etc. during the currency of this agreement shall be on the Security Company's account and no claims for such increase

- shall be entertained by the TCP. Taxes will be withheld from payment as per rates providing on the date of payment.
- Any taxes/duties already in place or levied by the Government during the currency of the agreement will be on Security Company's account and no claim shall be entertained by the TCP. If during the subsistence of this agreement or any renewal thereof any cess, tax charges or surcharge is levied in respect of the services which are subject of this agreement, by the Federal, Provincial or Local Government. Such cess, tax charges or surcharge, as the case may be, payable by the Security Company. Taxes will be withheld from payment as per rates applicable on the dates of payments.
- 5.10 TCP will not be liable to make any extra payment if the Security Company is to provide services in the event of any civil commotion, war, enemy action, hostilities, act of God or any other circumstance etc.
- 5.11 The Security Company will keep the TCP free from any liability for the cause of compensation to any employee of the Security Company in case of their injury, death etc.
- 5.12 Any claims of injuries, loss of limb or life of labour and other workers (Guards) engaged/employed by the Security Company for operations under this agreement or work connected directly or indirectly with the agreement shall be settled and paid by the Security Company. TCP shall in no way be responsible for any compensation in this connection.
- 5.13 Two month prior notice in writing shall be served by either party for termination of contract.
- 5.14 Upon the termination of this agreement, the Security Company shall be permitted to remove all its apparatus and equipment which may have been placed in the premises under intimation to General Manager (REMS) installation and maintenance will be the responsibility of Security Company.
- 5.15 TCP shall make the payment to the Security Company on monthly basis after receipt of bill in detail alongwith biometric attendance sheet and list containing instruction of Security Supervisor and Un-Armed Guards/Armed Guards duly verified by site Incharge through Godown Division, Head Office.
- 5.16 The payment of Security Company shall be released within the 30 working days after the completion of all codal formalities as per Clause-15 on sufficient provision of all relevant documents by the company.
- 5.17 The guards at the gate of warehouse shall maintain inward and outward register & gate passes showing details of arrival/dispatches of cargo from TCP's warehouses and person visiting warehouses.
- 5.18 The Security Company shall be responsible to complete all documentation, if notified from time to time.
- 5.19 The Security Company shall be responsible to maintain all the record and documents relating to the award and performance of contract, alongwith details of Guards for onward submission to General Manager (REMS) or any other lawful purpose as and when required.
- 5.20 The Security Company shall possess minimum experience to provide Security Services including placement of Guards with at least three Government Departments or Multinational or Listed Companies with minimum placement of 300 Ex-Army Guards, Armed Guards and Un-Armed Guards round the clock.
- Affidavit on non judicial stamp paper of Rs.100/- to the effect that there was no previous litigation of the contractor or his employees/guards with TCP & other Government/Public Sector Organization and another Affidavit to the effect that the contractor has not been blacklisted by any Government Department/Autonomous Body/Corporation etc.
  - The Security Company will ensure that they have enough financial capacity to pay at least two month salary timely to the deputed Security Guards/Manpower in TCP and Security Company should submit such undertaking signed by CEO/CFO or Managing Partner on attested non judicial stamp paper of value Rs. 100/- as per (Annex-IV).

#### 6. VALIDITY OF OFFER/BID:

Offer/Bid should be valid for thirty (30) days w.e.f. date of opening of Financial Bids.

#### 7. FINANCIAL PROPOSAL:

- 7.1 The (Financial Proposal) Bid Form shall be submitted on the prescribed format (Annex-I).
- 7.2 Taxes shall be applicable as per law.
- 7.2 Conditional and alternate bids will be rejected.

#### 8. BID SECURITY/ PERFORMANCE GUARANTEE:

- 8.1 Bid shall be accompanied in original by a Bid Security in the form of a Demand Draft/Pay Order in favour of Trading Corporation of Pakistan equivalent to two percent (2%) of the total amount of the contractual value for one year.
- 8.2 Bid Security of the successful Bidder (s) will be retained, until submission of the performance guarantee as per Clause- 8.4 below and Bid Security of un-successful Bidder(s) will be returned within seven (07) days of the award of the contract to the successful Bidder(s).
- 8.3 Bid Security of the successful bidder may be forfeited without any notice if the successful bidder fails to sign the contract, integrity pact & provide performance guarantee within due date.
- 8.4 The successful bidder(s), before signing of the contract, shall submit Performance Guarantee in shape of a Demand Draft/Pay order in favour of Trading Corporation of Pakistan (Pvt.) Limited, issued by a scheduled bank equivalent to five percent (5%) of the total contractual value (as to be calculated on the basis of offered rate per month multiplied by 12 months) within five working days from the date of award of contract, for due and satisfactory performance of the contract which will be returned after satisfactory completion of the contract in accordance with Tender terms and conditions and settlement of any/all claims to the satisfaction of TCP.
- 8.5 Performance Guarantee of the successful bidder shall be forfeited, if Security Company fails to provide the services as per tender terms & conditions / agreement.

#### 9. BASIS OF OFFERS/ PRICE:

- 9.1 Bidders are required to submit the separate rates for supervisor, armed guard and un-armed guard as indicated in relevant column of the Bid Form.
- 9.2 For placement of Security Personnel, the rates should be quoted in Pak Rupees, category-wise per personnel as per Bid Form (Annexure-I).

#### 10. CRITERIA FOR TECHNICAL EVALUATION BASED ON MARK/SCORE:

Bids (Technical Proposal) shall be accompanied with the following document, otherwise the bid alongwith incomplete documents shall not be considered for Technical Evaluation.

- 10.1 Certificate of Incorporation of business.
- 10.2 List of all Director along with the CNIC Number & Copies.
- 10.3 Copy of Organogram.
- 10.4 Copy of NTN Certificate.
- 10.5 Copy of Certificate from relevant authorities where the services provided.
- 10.6 Copy of GST Certificate.
  - .7 Annual Income Tax Returns and receipt for the last 3 years.

- 10.8 Bank Account(s) Information and statement for the last 3 years.
- 10.9 TCP reserve rights to demand/call any other information for the sake of documents/ information.
- 10.10 Holding Communication wireless license for the equipments/gadgets from relevant authority.
- 10.11 Three years experience proven track record in the market as a security service provider (Attach Photo Copies of Evidence).
- 10.12 Experience with Semi Government, Multinational and Foreign Missions (Attach Photo Copies of Evidence), if applicable.
- 10.13 Details along with office addresses in Karachi Lahore Islamabad Multan etc.
- 10.14 Company Profile.
- 10.15 In case of Private Limited firm/company then Memorandum of Article of Association be provided.
- 10.16 Copy of Professional Tax Certificate (Issued by Excise & Taxation Office of relevant province).
- 10.17 Original Certificate of Bank showing that the firm/company maintaining the account in said bank.
- 10.18 The Bidder obtaining Seventy (75) Marks in the Technical Evaluation (Annex-II) shall qualify for competition in the next stage, i.e. Financial Proposal' evaluation and their Financial Bids will be opened in presence of their representatives. The envelope containing financial bids of the technically non qualified bidders should be returned unopened.
- 10.19 Any Condition/Alternative shall invite the rejection of bids/offer.

#### 11. ELIGIBILITY:

- 11.1 The Security Company Should be:-
  - 11.1. A 'Limited', in accordance with 'The Companies Act 2017'.
  - 11.1. B Holding the valid Licenses of Security Company from Province of Home Departments and/or Ministry of Interior of concerned registered association.
- 11.2 Holding the valid NTN Certificate.
- 11.3 Holding the valid GST registration.

#### 12. INELIGIBILITY:

- 12.1 If the Security Company declared as Blacklisted by any Government body.
- 12.2 If the Security Company declared as defaulter by any Government body Public Sector Organization.
- 12.3 If the Security Company is involving in litigation with any Government/Public Sector Organization.
- 12.4 If the contract with Security Company terminated due to non-satisfactory performance.
- 12.5 If TCP having any kind of claim against the Security Company.
- 12.6 The Interested parties who have not fulfilled their contractual obligation with TCP shall not be eligible to participate in the Bids, unless they clear their dues along with penalties or fulfill their contractual obligations in services with TCP, as the case may be, before tender opening date. Furthermore, the Security Company against whom black listing process has been initiated or they have been black listed by TCP is not eligible to participle. Detailed requirements are indicated in the Tender Document containing tender terms & conditions.
- 12.7 TCP reserves the right to accept or reject the bids before their acceptance as per PPRA Rules.

#### 13. DOCUMENTS CONSTITUTING CONTRACT:

- 13.1 The Security Company shall sign the contract agreement on Judicial Stamp Paper of appropriate value with TCP, within one week from acceptance of the offer by TCP. The Tender Documents signed and stamp by the bidder shall be integral part of the same contract agreement.
- 13.2 The IFB (Invitation for Bids), the Terms & Conditions of Tender and the Letter of Acceptance shall also be treated as an integral part of the contract.
- 13.3 Security Company shall sign the "Integrity Pact" immediately on award of contract as per format enclosed (Annexure-III).

#### 14 PENALTY:

14.1 In case of Non provision of additional facilities as prescribed at clause (3.15), TCP reserves right to deduct upto 25% of the total monthly bill payable to the security agency. However, deductions shall be made as per following criteria:

Service	Penalty
Non Provision of Four Wheels Vehicle/s	5%
Non Provision of Motorcycles/bicycles	3%
Non Provision of Metal Detectors	3%
Non Provision of Walky-Talkies	5%
Non Provision of Spot Lights	3%
Non Provision of any two of the above services in a month	15%
Non Provision of any three and above of above in a month	25%

- 14.2 In case of non-placement of required number of security personnel, TCP has right to deduct the amount of Rs.1000/- as penalty on account of each security personnel guard of such shift (each shift) in addition to deduction of daily wages of the respective absentee guards of such shifts from the monthly bill on account of payable wages as may be submitted by the Security Company.
- 14.3 In case of any damage/loss to TCP due to Security lapse, for determination of liability a committee constituted by the management of TCP has to give initial findings to be considered by the management take appropriate measures. The decision of the management in this regard would be binding on the Security Company.
- 14.4 Besides penalty, TCP can take any appropriate action, which may include the Suspension/Blacklisting of the contractor in accordance with the rules/law on account of Security lapse of employee of Security Company or otherwise.
- 14.5 In case of any theft/damage at Godown premises, the security company will be held responsible to pay the entire losses to the Corporation as determined by the Committee constituted by the Competent Authority.
- 14.6 In case of absence of any security personnel from his place of duty more than three shifts in a month, TCP reserve rights to deduct the whole or partial salary for such personnel/shift in addition to other penalty as deemed appropriate.
- In case of placement of Un-armed guard or inefficient guard/placement of over-aged guards, lethargic guards & guards without proper uniform, TCP reserve the rights to deduct the whole or partial salary for such guards in addition to other penalty as deemed appropriate.

#### 15. PAYMENT:

- 15.1 100% payment of the bill will be made after completion of each month. Taxes will be deducted as per law at the rates applicable on the date of payment.
- 15.2 The Security Company shall be required to submit the following documents alongwith bill:-
  - 15.2.i. Invoice with covering letter, both duly signed and stamped by authorized officer, separate for each location.
  - 15.2.ii. Original bio-metric monthly attendance sheet of the security Guards duly verified by the site Incharge.
  - 15.2.iii. Copy of any/all correspondence made with TCP or any other agency/person/organization during that month.
  - 15.2.iv. Any other details/documents, if required by TCP.
  - 15.2.v. Evidence / support of all claims in bills.
  - 15.2.vi. Copy of CNIC of every deputed guard duly attested alongwith his Cell Number.
- 15.3 Payment shall be made through crossed cheque or online transfer, within 30 days after receipt of the monthly bill from the Security Company. Security Company is required to provide all the relevant and complete documents properly for early processing of the bill by 5th of the next month. If the bill is submitted later than 5 days, the payment due on said month may also be accordingly delayed. TCP requires at least 30 days for processing of payment.

#### 16. **PERIOD OF CONTRACT AGREEMENT:**

That the Security Company shall be required to commence working on or from \_\_\_\_\_\_\_\_, 2022 (for full one year), extendable by another one year on same terms & conditions at the sole discretion of the TCP subject to satisfactory performance of security company and after provision of valid registration certificate of the functioning of the security company issued by relevant government department as required in clause-11 of the tender documents.

#### 17. CANCELLATION OF CONTRACT:

- 17.1 The Contract may be terminated earlier at any time by the TCP for breach of any provision(s) of the agreement by the Security Company.
- 17.2 This agreement may be terminated by either party by giving to the other side two month's prior notice in writing.
- 17.3 Upon the termination of this agreement the Security Company shall be permitted to remove all its apparatus and equipment which may have been placed by it at the premises, subject to obtaining permission from TCP.
- 17.4 In case of any serious violation made by the Security Company, TCP can terminate the agreement without any notice.

#### 18. **ARBITRATION:**

Should any dispute of difference of any kind whatsoever arise between the parties herein, the matter in question shall be settled amicably. However, when such settlement cannot be reached, the matter shall be referred to an Arbitrator in accordance with the provisions of Arbitration Act, 1940. It is hereby agreed that the Arbitrator in all such cases will be appointed with the mutual consent of Chairman TCP and Security Company. The language of the Arbitration shall be English and the venue of Arbitration shall be at Karachi.



### TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

# Tender for Hiring of Security Services <u>Financial Proposal/Bid Form</u>

Placeme	ix No. I Tax No. ent of Security Se	ervices at the locations/s		
	Category of Personnel	Offered rate per month per person inclusive of all charges of facilities/ overheads, etc (PKR)	Total Number of Persons	Offered Rate per month per Category inclusive of all taxes, duties, levies etc.  (PKR)  (Col.2x3)
	1	2	3	17 4 BOOK 1
Security	y Supervisor	1	6	
Armed	Guard		54	
Un-Arn	ned Guard TOTAL:		10	, ""
We under words wil	stand that in case II be considered as	final quoted rates.	d rates in words and	figures, the rates quoted in
per attacl	hed Pay Order/De	mand Draft No	dated	drawn at Bank
		Branch	is attached he	erewith.
	Signature:			· .
	Name:			
	Designation:			
	CNIC No.	<u> </u>	·	(copy enclosed)
	Date:	· -	<del></del> .	<del></del> .
	Stamp:			·
	-			

N. B:

The overall offered rate per month (total of Column#6 above) shall be considered for award.

However, during the agreement period, any change in rate of taxes advised by the Government will be applicable.

# TECHNICAL EVALUATION CRITERIA FOR SHORT LISTING OF PRIVATE SECURITY COMPANIES

A) Company Profile:	
Satisfactory Service Certificate from all clients Performed by	10 Marks
Security Company in last 15 years. Certificate to be enclosed.  Unsatisfactory report from any client will result in non-	
responsive of bid.	
B) Status of N.O.C. Registered with the Home Departments of	Mandatory
Provinces/Ministry of Interior for whole Pakistan Certificate attached.	wantator y
C) Provide the detail of Ex-Army Personnel/Armed Guards	20 Marks
alongwith Weapons and Ammunition Held by the Company with license.	
i. List of Ex-Army Personnel on payroll (preferably 20% of the	10
TCP requirement) (list to be attached)	
ii. Armed Guards (40%), list to be attached.	04
iii. Repeater with bullets (Minimum Nos.60 with Company License) (Copies of license be attached)	04
iv. Pistol 9 mm with bullets (Minimum 20 with Company License). Copies of License to be attached.	02
Mandatory provision of (25) bullets/ twelve cartridges shall be	
available with each armed guard. (Undertaking)	15 Marks
D) Annual Turnover:	
≤ 10 M	00
≤ 15 M	03
≤ 25 M	10
> 25 M	15
E) Logistic/Transport Held:	25 Marks
01 vehicles in each province.	05
02 vehicles in each province	10
03 vehicles in each province	15
More than 03 vehicles in each province	25
F) Detective and Communication Equipments Held:	05 Marks
Inventory List of Wireless along with approved frequency	03
Inventory List of Walkie Talkies	02
G) Presentation: Presentation to covers deployment and security plan details which number of guards, vehicle communication, equipments.	25 Marks
Total Marks:	100

Note: - Any bidder having Zero marks in any category of the above will be treated as non-responsive.

The Bidders will qualify by obtaining 70 marks. However, less than the 70 marks by the bidder will also be resulted as non-responsive.

#### **INTEGRITY PACT**

# Declaration of fees, commission and breakage etc payable by the suppliers of goods, services, and works.

Security Company 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 Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (TCP, Ministry of commerce, Government of Pakistan) through any corrupt business practice.

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

Security Company certifies that it has made and will make full disclosure of all agreements with all persons in respect of or related to the transaction with TCP, Ministry of commerce, Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Security Company 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 TCP, Ministry of commerce, Government of Pakistan under any law, contract or other instrument, be voidable at the option of TCP, Ministry of commerce, Government of Pakistan.

Notwithstanding any rights and remedies may be exercised by TCP, Ministry of commerce, Government of Pakistan in this regard.

Security Company agrees to indemnify TCP, Ministry of commerce, Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to TCP, Ministry of commerce, Government of Pakistan in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the service provider] 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 TCP, Ministry of commerce, Government of Pakistan.

4
1 20% (No. 11)
1886 6 18 18 18
The Market of Market
Mr. Same
The same of the

CNIC No.	
0110 110	on behalf of
M/S.	

## **UNDERTAKING**

(To be provided on Company's letter head)

I/We hereby undertake and give assurance to	Trading Corporation of Pakistan that our Security
Company	is financially sound to pay the salaries of
deputed security guards and other related expenses fo	or at least two months, if payment is delayed by TCP
due to unavoidable circumstances or bills are not verif	fied by us in time as the case may be.

**CEO/Director** 

