TRADING CORPORATION OF PAKISTAN (PVT) LIMITED

MINISTRY OF COMMERCE

No. TCP/REM&S/Cotton-2/2023 Monday, July 24, 2023

NOTICE INVITING TENDER FOR HIRING OF SECURITY PERSONNEL HAVING TRAINING OF FIRE FIGHTING

Trading Corporation of Pakistan (Pvt.) Ltd., (TCP'), Karachi invites bids from reputable Companies, which are registered with all Federal and Provincial tax authorities and active on taxpayer list and also registered with relevant Departments/Ministry/ies to provide Security Services. Security Personnel must be having Fire Fighting training from Civil Defence Academy and/or from institute approved by the respective Government(s).

2. The services of trained Security Guards will be required at TCP's Godowns situated at Pipri, Korangi, Landhi and Multan Godown, subject to terms & conditions specified in the Tender Document.

3. Bidding will be conducted under Rule 36(b) of the Public Procurement Rules, 2004 i.e.**Single Stage Two Envelope procedure**.

4. Interested and eligible 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 4th Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, on **August,11, 2023 by 12:00 Noon**. Technical proposal will be opened on the same day at 12:30 pm in the TCP's Board Room, in presence of bidders or their authorized representatives who may wish to be present.

5. 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 opening of the tender from following offices of TCP.

i. TCP's Regional Office, Trading Corporation of Pakistan, House No.47, Street No.2, PHAF Residencia Kuri Road, Islamabad.

ii. TCP's Regional Office, Trading Corporation of Pakistan, 2nd Floor, LDA Plaza, Egerton Road, Lahore (Tel: 042-99206065).

iii. Cash Section, Trading Corporation of Pakistan (Pvt.) Ltd, 4th Floor, Block-B, Finance & Trade Centre, Shharah-e-Faisal, Karachi. (Tel: 021-99202947-49 Ext. 235).

6. The tender documents can also be downloaded from TCP's website www.tcp.gov.pk and PPRA's website www.ppra.org.pk also. 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.

7. 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 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.

8. 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 (REM&S)

TENDER DOCUMENT

TERMS & CONDITIONS FOR HIRING OF SECURITY PERSONNEL HAVING TRAINING OF FIRE FIGHTING

1. **INSTRUCTIONS: -**

1.1 Trading Corporation of Pakistan Private Limited is a 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 possessing the Fire Fighter and safety trainings from Civil Defence Training School/Academy or from recognized Government institutes/Organizations or registered with any Government agency.

1.2 Bidding will be conducted under Rule 36(b) of the Public Procurement Rules, 2004, i.e. Single Stage Two Envelope procedure.

1.3 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.

1.4 Interested and eligible 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 4th Floor, Block-B, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, on **August,11, 2023 by 12:00 Noon**. Technical proposal will be opened on the same day at 12:30 pm in the TCP's Board Room, in presence of bidders or their authorized representatives who may wish to be present.

1.5 TCP reserves the right to reject any or all bids prior to their acceptance as per PPRA Rules 2004.

1.6 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 and Multan) shall not be accepted.

2. **DEFINITIONS:**

2.1. **Supervisor;** means a person physically & mentally fit 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 possessing the qualification of Fire Fighting Training from Civil Defence School/Academy or other recognized Government Institute or registered with Government agency 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 minimum qualification of Intermediate and 5 years

experience as a security guard / Fire Fighter and working knowledge of Front Role Public Handling and Security Management Skills.

2.2. **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 as well as trained to meet Fire Fighting incidents and possessing the qualification of Fire Fighting Training from Civil Defence School/Academy or other recognized Government Institute or registered with Government agencies. The Guars should also be equipped with essentially required logistics supports for effective monitoring & communication, which shall be required to provide the sufficient Security as well as Fire Fighting Services on the place of posting and vicinity. Lethargic, inefficient, over and below age guards will not be covered under the definition of Guard.

2.3. **Place of Posting;** Pipri, Korangi, Landhi (Karachi) and Multan any other place as and when required by the Corporation.

2.4. **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.

2.5. **Mobile Vehicle;** Four wheel automobile, pickup, with engine capacity of not less than 1000 CC to consume petrol only with fuel ceiling not less than 150 Liters. It shall be road worthy and in suitable condition and fit to use for emergency response and transport of security personnel for effective discharge security services.

2.6. **Wireless Sets;** Pair of more than ten 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.

2.7. **Walky-talky;** Devices for each side/warehouse, 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.

2.8. S.R.O. means Sub-Regional Office of TCP located at Multan.

2.9. Any other terms used in this tender shall be treated as its original and understandable meaning in respect of provision of Security Services smoothly.

2.10. 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(Operations) TCP.

2.11. After deployment of security guards, company shall provide the vetting / clearance of those guards from special branch within 30 days and to inform General Manager REMS (Operations).

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, Guards, and Supervisor as per following minimum requirement/ standards:-

3.2.1 SECURITY SUPERVISOR – PREFERABLY RETIRED JUNIOR COMMISSIONED OFFICER (JCOs) OF ARMED FORCE TO BE EMPLOYED AS SUPERVISOR:-

Age	:	30 to 55 years.
Retirement	:	Normal
Health	:	Sound Health
Discipline	:	No major disciplinary entry in the record of service / clean Police verification.
Qualification	:	Intermediate or above, in addition to Fire Fighting Training from training from Civil Defence Training School/Academy or from recognized Government institutes/Organizations or registered with any Government agency
Experience	:	Five Years experience of security Fire Fighting Supervisor

3.2.2 **SECURITY GURADS:**

Age	:	20 to 45 years.
Health	:	Sound Health
Discipline	:	No major disciplinary entry in the record of service / clean Police verification.
Qualification	:	Matriculation or above, in addition to Fire Fighting Training from training from Civil Defence Training School/Academy or from recognized Government institutes/Organizations or registered with any Government agency.
Experience	:	One Year experience as a security guard/Supervisor/Fire Fighter

3.2.3 **DRESS:**

Minimum 02 pairs of uniforms with one Fire Proof Gloves set, One Fire Proof Jacket, One Fire Proof Long shoes and one Fire Proof Helmet must be provided 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. In addition to one Fire Proof Gloves set, One Fire Proof Jacket, One Fire Proof Long shoes and one Fire Proof Helmet must be provided to each Guard /Fire Fighter. Colour and type of uniform should be in accordance & approved by Government concerned authority.

SUMMER:

T-Shirts, Trouser, Jockey Cap, or Barret, Belt, Shoes. In addition to one Fire Proof Gloves set, One Fire Proof Jacket, One Fire Proof Long shoes and one Fire Proof Helmet must be provided to each Guard /Fire Fighter. Colour and type of uniform should be in accordance & approved by Government concerned authority.

3.3 Schedule for posting of Security Guards shall be prepared in consultation with Incharge Sites. However, following schedule of deployment shall remain unchanged for each shift: -

Location	Supervisor		Guards				Total *(for both Shifts)*
			Day Shift		Night Shift		
	Day Shift	Night Shift	Armed	Un Armed	Armed	Un Armed	
Qasim Rice Godowns, Pipri TCP's Grain Godown (Pipri), Main national Highway, Opposite Gulshan-e-Hadeed, Malir, Karachi.	01	01	10	15	10	15	**52**
TCP's Grain Godown (Landhi), Near PTCL Exchange, 89 Bus Stop, Landhi Industrial Area, Landhi, Karachi.	01	01	3	5	3	5	**18**
TCP's Godown (Korangi), Plot No. 09~13, Sector 14, Korangi Industrial Area, Near Jam Sadiq Ali Bridge, Korangi, Karachi.	01	01	4	8	4	8	**26**
TCP's Godown (Multan), 42-A, Industrial Estate, Multan Industrial Estate, Multan.	01	01	3	5	3	5	**18**

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(Operations), upon placement of Guard to the place of posting.

3.5 Security Company will ensure that the Security Guard/ Fire Fighter is active, healthy, and free from any diseases. Allowed age limit for placement of Security Guard having 20 to 20 years must be possessing the trainings from Civil Defence Training School/Academy or from recognized Government institutes/Organizations or any other Government agency.

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(Operations), TCP. The ratio may be separately maintained for Pipri, Landhi, Korangi Godowns and Multan Godown.

3.7 Security Company will ensure that all the Security Guard is well trained and possessing the trainings from Civil Defence Training School/Academy or from recognized Government institutes/Organizations or any other Government agency. The guard must have at least one year

experience of any Security Company. Every guard shall be equipped with proper functioning and with fully dress with other required equipments as mentioned above to meet emergency.

3.8 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(Operations) for record.

3.9 Any change in placement of Security Guards shall be made with prior information and approval of the General Manager REMS(Operations).

3.10 Security Company shall ensure the availability of adequate reserve guards.

3.11 Security Company shall ensure placement of Guards, strictly in accordance with agreement, Terms and Conditions.

3.12 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 Guards as soon as possible but within twelve hours. However, the Site Incharges, have to immediately inform the General Manager REMS(Operations) The verbal intimation would be duly followed by written request mentioning therein the circumstances / reasons on next day.

3.13 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 REM&S Division, TCP, Principal Office, Karachi. The REM&S Division shall take necessary action for deployment of the required Security Guards. Security Agency shall follow all the instructions of General Manager REMS(Operations).

3.14 The Security Company will be responsible to provide the following additional facilities to the Security Guards at its own cost at following places: -

3.14.A Two brand new motorcycles of minimum 100 cc at each location alongwith Fuel ceiling of not less than 60 Liter per motorcycle.

3.14.B Two (2) Bicycles at each location.

3.14.C Each Guard and Supervisor must possessing Heavy Duty rechargeable torch/spot Lights and whistle at TCP's godowns round the clock.

3.15 Every Guard and Supervisor should have one whistle and Heavy Duty rechargeable torch round the clock (even in day shift).

3.16. Security Supervisor should have the Smart Cellular Phone facility with minimum 4GB RAM and 64 GB storage with internet connectivity and sufficient balance to make/receive calls / messages at any time.

3.17. Each Security Guard must have the Wireless Set / Walky Talky Set with extra batteries sufficient to cover Shift Timings.

4. SECURITY MEASURES:

4.1 The Supervisor of Security Company shall maintain the proper record of arrival / dispatches of Cotton Bales alongwith details of vehicle, driver, origin, and other relevant details.

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 Security Guard / Supervisor shall keep watch on all the activities of persons 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 General Manager REMS (Operations) with copies to Director REMS, in respect thereto and shall also lodge FIR to 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.

4.4 In case of Fire incidence, the Security Guards shall take appropriate action to avoid the loss and to control over fire.

5. **GENERAL CONDITIONS:**

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 (Operations).

5.2 Security Company shall ensure the availability of adequate reserve guards. 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.

5.5 TCP can increase/decrease the number of guards. In this situation the Security Company will be informed in writing accordingly in case of number of guards increased/decreased upon directives of TCP.

5.6 The Security Agency will provide guards physically fit and sound in health, properly 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.
iii. Photocopy of license/ certificate of weapon held by the guard.
iv. Copy of Certified discharge work issued by Ex-Armed Forces, where applicable.

Without uniform, Lethargic, inefficient, over and below age guards or Guards without required equipments will not be accepted .

5.7 The Security Company would be responsible to cover all financial rates of Security Guards, 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.

5.8 Any increase or decrease in any levies or rates imposed by the Government/CBA, wages 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.

5.9 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 relevant Clause(s) on sufficient provision of all relevant documents by the company.

5.17 The Security Company shall maintain the record of arrival / dispatches of commodity.

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(Operations) or any other lawful purpose as and when required.

5.20 The Security Company shall ensure disbursement of salaries to the Guards by each 05th of Calendar month. The delay shall be considered as violation of the relevant provisions.

5.21 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.

5.22 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

Security Company has not been blacklisted by any Government Department/Autonomous Body/Corporation etc.

5.23 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 sixty (60) 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 relevant 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 and guards for each location as indicated in the bidding documents.

9.2 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 alongwith the CNIC Number & Copies.

10.3 List of Guards possessing the required Fire Fighting Training.

10.4 Copy of Organogram.

10.5 Copy of NTN Certificate.

10.6 Copy of Certificate from relevant authorities where the services provided.

10.7 Copy of GST Certificate.

10.8 Annual Income Tax Returns and receipt for the last 3 years.

10.9 Bank Account(s) Information and statement for the last 3 years.

10.10 TCP reserve rights to demand/call any other information for the sake of documents/ information.

10.11 Holding Communication wireless license for the equipments/gadgets from relevant authority.

10.12 Three years' experience proven track record in the market as a security service provider (Attach Photo Copies of Evidence).

10.13 Experience with Government , Semi Government, Multinational company.

10.14 Details along with office addresses in Karachi Lahore and Multan etc.

10.15 Company Profile.

10.16 In case of Private Limited firm/company then Memorandum of Article of Association be provided.

10.17 Copy of Professional Tax Certificate (Issued by Excise & Taxation Office of relevant province).

10.18 Original Certificate of Bank showing that the firm/company maintaining the account in said bank.

10.19 Technical Bids will be evaluated as per criteria is annexed with this Tender document.

10.20 The **Bidder obtaining Seventy (70) 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.

10.21 Any Condition/Alternative shall invite the rejection of bids/offer.

11. **ELIGIBILITY:**

11.1 The Security Company Should be:-

11.1. A 'Company,' 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 Motorcycles/bicycles	5%
Non Provision of Dress and other material as specified at clause 3.15 to 3.18	15%
Non placement of trained Guards	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.

14.7 In case of placement of 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:-

15.2.1 Invoice with covering letter, both duly signed and stamped by authorized officer, separate for each location.

15.2.2 Original bio-metric monthly attendance sheet of the security Guards duly verified by the site Incharge.

15.2.3 Copy of any/all correspondence made with TCP or any other agency/person/organization during that month.

15.2.4 Any other details/documents, if required by TCP.

15.2.5 Evidence / support of all claims in bills.

15.2.6 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.

16. PERIOD OF CONTRACT AGREEMENT:

That the Security Company shall be required to commence working on or from ____**August, 2023** (for 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 mentioned at relevant clauses and required of this tender documents by the applicable government policies.

17. **CANCELLATION OF CONTRACT:**

17.1 The Contract may be terminated earlier at any time by the TCP.

17.2 This agreement may be terminated by either party by giving to the other side two month's prior notice in writing as per clause No. 5.13 of tender documents.

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. **DISPUTE RESOLUTION:**

Should any dispute of difference of any kind whatsoever arise between the parties herein, the matter shall be referred to Chairman, TCP whose decision shall be the final and binding on both the parties i.e. TCP and Security Company.

Annex - I

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED
Tender for Hiring of Security Services
Financial Proposal/Bid Form
Separate Bid Form to be submitted for each location

1. **Name & Address of Bidder:** _____
   Telephone: _____
   Fax: _____
   Email: _____
   Sales Tax No. _____
   National Tax No. _____

2. Placement of Security Services at _____ shall be provided at the following **offered rates** (inclusive of all charges. taxes levies, etc): -

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	4
Security Supervisor			
Armed Guard			
Un Armed Guard			
TOTAL:			

(Total Rupees _____only per month including all Federal and Provincial taxes, duties, levies etc.)

3. We shall abide by all the terms and conditions of the Tender.
4. We understand that in case of any difference in quoted rates in words and figures, the rates quoted in words will be considered as final quoted rates.
5. Bids Security of required amount is enclosed as Pay Order/Demand Draft No._____ dated _____ drawn at Bank _____ _____ Branch_____ is attached herewith.

Signature: _____
Name: _____
Designation: _____
CNIC No. _____ (copy enclosed)
Date: _____
Stamp: _____

N. B:

The overall offered rate per month (total of Column#4 above) shall be considered for award. However, during the agreement period, any change in rate of taxes advised by the Government will be applicable.

Annex-II

TECHNICAL EVALUATION CRITERIA FOR SHORT LISTING OF PRIVATE SECURITY COMPANIES

A) Company Profile:	
Satisfactory Service Certificate from all clients Performed by Security Company in last 15 years. Certificate to be enclosed. Unsatisfactory report from any client will result in non-responsive of bid.	**10 Marks**
B) Status of N.O.C. Registered with the Home Departments of Provinces/Ministry of Interior for whole Pakistan Certificate attached.	**Mandatory**
C) List of Security Guards with their Certificates of training from Civil Defence Academy / School or equivalent	**Mandatory**
D) Provide the detail of Ex-Army Personnel/Armed Guards alongwith Weapons and Ammunition Held by the Company with license.	**20 Marks**
i. List of Ex-Army Personnel on payroll (preferably 20% of the TCP requirement) (list to be attached)	10
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)	
E) Annual Turnover:	**15 Marks**
≤ 10 M	00
≤ 15 M	03
≤ 25 M	10
> 25 M	15
F) 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
G) 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.

Annex-III

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.

_____

CNIC No._____

on behalf of

M/S._____,

Annex-IV

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 for at least two months, if payment is delayed by TCP due to unavoidable circumstances or bills are not verified by us in time as the case may be. Further undertake that we shall disburse the salary/wages to the Security Guards / Fire Fighters by the 05th of Every Calendar month, irrespective payment(s) received from TCP or otherwise.

CEO/Director