Tender Document

PROVISION OF SECURITY SERVICES IN HEAD OFFICE OF PUNJAB THERMAL POWER (PVT) LIMITED



Punjab Thermal Power (Pvt) Ltd (PTPL)

7-C-I, Gulberg-III, Lahore. Tel: +92-42-35750936-7, Fax: +92-42-35750939

7-C-I, Gulberg-III, Lahore.

PUNJAB THERMAL POWER (PRIVATE) LIMITED TENDER DOCUMENT / TORS FOR PROVISION OF SECURITY SERVICES

A. INTRODUCTION & BACKGROUND

INVITATION TO BID

Punjab Thermal Power (Pvt.) Ltd. ("PTPL") invites sealed bids from eligible bidders for the provision of "SECURITY SERVICES" at its, Head Office situated at Plot No. 7-C-1, Gulberg III, Lahore or at any other place as required by PTPL.

MODE OF ADVERTISEMENT(S)

This Tender is being placed online on company / PPRA's website, as well as being advertised in national print media. The bidding documents can be obtained from PTPL Head Office situated at 7-C-1, Gulberg III, Lahore.

B. TYPE OF BIDDING

- 1. Bidding Process is open competitive bidding and will be carried out through "Single Stage Two Envelope" Procedure.
- 2. The bidder has to submit their Proposals in a single package containing two separate envelopes clearly marked as "Technical Proposal" and "Financial Proposal" in response to the advertisement floated by PTPL.
- 3. Bids, completed in all manners, must be delivered on following address before 04.06.2018 at 02.00 p.m. Bids shall be opened publicly in the presence of the Bidders or their representative who may choose to be present on 04.06.2018 at 02:30 p.m.
- **4.** The Technical Proposal will be evaluated in a manner as per the Evaluation Criteria for shortlisting of private security companies attached as **Annex-A** in this document; and Proposals which do not conform to the specified requirements as listed in said document will be rejected being non-responsive.
- **5.** During the Technical Evaluation no amendments in the Technical Proposal shall be permitted;
- **6.** The Financial Proposal of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the Bidders in advance;
- 7. The technically qualified bidder with lowest Financial Bid will be the Successful Bidder.

C. SCOPE OF SERVICES

The Security Services shall include the following:

NO.	DESCRIPTION OF ITEMS	Number
1.	Security Guards (Armed)	4

- 1. The number of Guards may increase or decrease according to the need of company.
- **2.** The Bidder will provide (03) three Security Guards for day/ morning shift and one Security Guard for night duty.
- **3.** Duty Timing's will be Twelve (12) hours.
- **4.** Ammunitions, Uniforms and other necessities will be provided by the Bidder.

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D. GENERAL REQUIREMENTS:

- 1. Security Company should be a registered company or firm under the Laws of Government of Pakistan having sufficient evidence and permits to run business to provided security services in Pakistan.
- **2.** The company should be registered with Federal Board of Revenue and other relevant Authorities with having active Income Tax Number, Sales Tax Number, and other documents as provided under **Annex-A**.
- 3. The Bidder must submit their Proposals along-with the following documents:
 - a. Detailed Particulars of Bidder Firm/ Company including Full Name, complete address, phone and fax number, email address along-with organization chart of the Company.
 - b. Detailed Particulars of Ownership & Stakeholders including Number of Directors/Partners/Proprietors along with Partnership Deed or Articles & Memorandum of Associations, whichever is applicable, as evidence of incorporation and ownership of the Firm/ Company
 - c. Details of Staff (Office and Field) along with their detailed Profiles, Expertise, Experience, Certifications, etc.
 - d. Complete details of Clients of whom agreements were executed during last 3-years along-with the Satisfactory Certificate from the client.
 - e. Details of clients in hand along-with current status of executed contract.
 - f. Undertaking on stamp paper that the Company has not been blacklisted or debarred by any Government/Semi Government Organization.
 - g. Detail of current commitments and work load with respect to financial position of the Company.
 - h. Proof of financial soundness duly supported with documentary proof, i.e. Bank Statement and Balance Sheet duly prepared by Chartered Accountant etc.
 - i. All other documents as required under Annexure-A.

E. SPECIAL PROVISIONS:

- 1. The Company shall have a valid license to provide security services and carry ammunitions / weapons issued by Home or any other concerned Department, Government of the Punjab/ Pakistan.
- **2.** The Company shall abide by all relevant Labor Laws, Acts/Rules including but not limited to Minimum Wages Act, Employees Old Age Benefit Act, Social Security Act and rules made thereunder, if any, etc.
- 3. Concealment of facts will be sufficient reason for disqualification of Bidder.
- **4.** Any information/documents deficient will not be entertained.
- **5.** The decision of the Authority as per set Evaluation Criteria for Technical Evaluation of the Company will be final.
- **6.** The security guards should be ex-servicemen from Army.
- 7. Age of security guards should be between 40 years to 55 years.
- **8.** Minimum height for security personnel should not be less than 5-ft 8-inches.
- **9.** In-case of change in duties/ shifts of security guards, Security Company will get written permission from Manager Administration, PTPL or a person authorized in this behalf from time to time in writing by PTPL.

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- **10.** The services of successful bidder shall be hired for a period of (01) One Year which may be extended for further two terms (each of 01-Year). Such extension shall be made upon the sole discretion of the Employer (PTPL).
- **11.** The services hired by PTPL under this procurement process may be terminated by PTPL by serving One Month Notice with or without assigning any reason.
- **12.** Rates given in the tender must be inclusive of all government taxes.
- **13.** Rate must be given on Tender Proforma attached herewith, otherwise, tender will not be entertained.
- **14.** The Competent Authority reserves the right to reject any or all Tenders with or without assigning any reason prior to acceptance of Bids in accordance with PPRA Rules.
- **15.** No tender shall be entertained without Rs.40,000/- as Bid Security in shape of CDR.

(Syed Salman Hassan) Company Secretary

Punjab Thermal Power Pvt. Ltd. 7-C-1,Gulberg III, Lahore. Tel: +92 42 35750936 – 37

7-C-I, Gulberg-III, Lahore.

TECHNICAL PROPOSAL BID FORM

[Location, Date]
To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the Security Services in accordance with your Request for Proposal/Tender Document dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide Security Services to Punjab Thermal Power (Pvt.) Ltd. (PTPL) to the satisfaction of PTPL, according to the Bidding Documents and compliance of applicable laws

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

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

We remain,

Yours sincerely, Authorized Signature (In full and initials) Name and Designation of Signatory Name of Firm Address

7-C-I, Gulberg-III, Lahore.

FINANCIAL PROPOSAL SUBMISSION FORM (PART OF FINANCIAL BID ENVELOPE)

[Location, Date]
To _(Name and address of Client / Purchaser)_
Dear Sir,

[Location Data]

We, the undersigned, offer to provide the Security Services in accordance with your request for Proposal dated (insert date) and our Technical Proposal. Our attached Financial Proposal for is for the sum of PKR Rs. (insert amount in words and figures per month). This amount is inclusive of all applicable taxes and levies. The fee/ charges of each guard on monthly basis are also attached herewith as ANNEX-___(details of charges on letterhead of Company/Bidder).

Our Financial Proposal shall be binding upon us subject to the modifications in accordance with applicable provisions of Laws & Rules, up to expiration of the validity period of the Proposal.

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

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

Signed
In the capacity of:
Duly authorized to sign the proposal on behalf of the Applicant.
Date:

CONTRACT

This CONTRACT (this "Contract") made as of the [day] of [month], [year],

BETWEEN

Punjab Thermal Power (Pvt.) Limited (PTPL), a company incorporated under the Companies Act, 2017 by Government of the Punjab, having its office at 7-C-1, Gulberg III, Lahore on the one part (hereinafter called the "Employer" which expression shall include its successors, legal representatives and permitted assigns)

AND

[Full legal name of Security Company], having its office at _______ on the other part (hereinafter called the "Service Provider" which expression shall include the successors, legal representatives and permitted assigns) jointly and severally liable to the Employer for all of the Service Provider's obligations under this Contract and is deemed to be included in any reference to the term "Service Provider."

"The Employer" and the "Service Provider" shall hereinafter collectively be referred to as "parties" and individually as "party".

WHEREAS,

- (a) PTPL had invited eligible security services providers to provide security services vide invitation/bid/letter dated
- (b) The Service Provider, having represented to the Employer that it has the required professional skills, personnel and technical resources, and has agreed to provide such services on the terms and conditions as set forth in this Contract; And
- (c) The Service Provider's bid was considered lowest evaluated bid.

NOW THEREFORE, the Parties to this Contract agree as follows:

- **1.** The Service Provider hereby covenants with the Employer to provide the Security Services, in conformity in all respects with the provisions of the Bidding Documents and this Contract, in consideration of the payments to be made by the Employer to the Service Provider as provided under Clause 9 of this Contract.
- **2.** The Employer hereby covenants with the Service Provider to pay the Service Provider, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services.

- **3.** The Bidding Documents/TORs, biding forms and bidder's proposal shall be deemed to form and be read and construct as integral part of this Contract.
- **4. Services Required:** In addition to the compliance of all legal requirements and due diligence pertaining to security services, the Service Provider shall be under obligation to comply all demands and requirements of the Employer including followings:
 - **4.1** To deploy (04) Four Armed Security Guards at the office, or any other place designated by the Employer, within 07-days of signing and execution of this Contract.
 - **4.2** The number of Guards may increase or decrease according to the need of Employer.
 - **4.3** The Bidder will provide (03) three Security Guards for day/ morning shift and one Security Guard on night duty.
 - **4.4** Duty Timing will be Twelve (12) hours (as conveyed by the Employer).
 - **4.5** Ammunitions, Uniforms and other necessities will be provided by the Service Provider.
 - **4.6** All other requirements or services allied to secure personnel, properties and good-will of the Employer in vigilant and prudent manner.
 - **4.7** Any other requirement as provided in the Bidding Documents.
- **5.** Subject to deductions, if any, all payments will be made on monthly basis.
- **6.** In case of any loss caused to the personnel or property of PTPL due to the negligence of the Service Provider, the same shall be borne by the Service Provider at its sole risk and cost.

7. Term and Termination of the Contract

- **7.1** This Contract shall come into force from the date of signature herein and shall expire on completion of One Year, however, at the sole discretion of the Employer, it may be extendable for two more terms of one year each.
- 7.2 The Employer shall have the right to terminate this Contractor prior to complete its Term i.e. One Year (or extended thereon) with or without any reason, by serving a One Month Notice to the Service Provider.
- **7.3** Notwithstanding anything contained under Clause 7.2 of this Contract, the Employer shall have the right to terminate this Contract without serving any Notice in the instances, including but not limited to, where Service Provider;
- a) Fails or delays to perform its contractual obligations;
- b) Violates or breach any of the Clauses of this Contract;
- c) Engages, supports or commits any illegal activity;
- d) Commits professional negligence;
- e) Causes any damage or loss to personnel, property or reputation of the Employer, etc.

8. Taxes and Duties

The Service Provider shall be entirely responsible for all applicable taxes, duties and any other such levies imposed by the concerned local, provincial and federal authorities/ departments in Pakistan.

9. Service Charges, Fee and Cost etc.:

The Service provider has offered and agreed following fee for their services under this Contract inclusive of all taxes and costs etc.

Sr. No.	Description	Number	Per Unit Cost	Per Month Cost (Inclusive of all Taxes)	
1	Security Guard	4			
	(Armed)				

10. Governing Law:

- **10.1** The provisions of this Contract and the rights and obligations hereunder shall be governed by, interpreted and construed in accordance with the Laws of Pakistan.
- **10.2** If any dispute, controversy or claim arises between the parties in connection with this Contract, including the breach, invoicing & payments, termination or invalidity thereof (hereinafter called the "**Dispute**"), the Parties shall use all reasonable endeavors (i.e. Negotiations and Mediation) to resolve such Dispute amicably.

IN WITNESS WHEREOF the Parties hereto have caused this Contract to be executed in accordance with the Laws of **Pakistan** as of the day, month and year first indicated above.

For [full legal name of the Employer]:	For [full legal name of the Service Provider]:		
Signature/Stamp	Signature/Stamp		
Name	Name		
WITNESSES			
Signature	Signature		
CNIC #	CNIC #		
Name	Name		
Address	Address		

(ANNEXURE - A)

EVALUATION CRITERIA (Qualifying Marks 65%)

Sr. No.	Criteria	Allocated Marks	Required Documents
1.	Years of Establishment 5 Years or more 5 marks, less than 5 years proportional marking.	05	• Documents related to registration / incorporation of company including form "A" form 29, license for private security company.
2.	EOBI and Social Security Non provision of EOBI and Social Security will result in zero marks/disqualification.	05	 Documents related to registration for social security or receipt for social security contributions. Documents related to registration for EOBI or contribution payment slip.
3.	No. of Clients-Services Provided during last 5 years (including present clients) Separate lists to be prepared.10=10 Below 10 (proportional marking)	10	List of clients to whom the Bidder/ Company has provided security services satisfactorily alongwith documentary evidence.
4.	Reputation-Security Services Provided to; UN/Foreign Mission/Oil Companies = 02 Multinational Companies = 03 Government Offices / Banks = 05 (01 number for each project)	10	List of clients to whom the Bidder/ Company has provided security services satisfactorily alongwith documentary evidence.
5.	Strength of Guards (Male) Less than 500 = 0 1000 = 10 2000 = 20 Above 3500 = 35	35	Total Strength Sheet of Guards including their detailed particulars.
6.	Licenses / NOCs from Government of Punjab/ Pakistan	10	Photocopies of valid licenses possessed issued by the relevant authorities/ departments of government of Punjab/ Pakistan.
7.	Communication License	10	• License to establish, maintain and operate wireless fixed and mobile stations in Punjab/ Pakistan.
8.	Financial Strength Above 4 million = 15 Above than 2 million to 4 million = 12 Above than 1.5 million to 2 million = 09 Above than 1 million to 1.5 million = 06 0.5 million to 1 million = 03	15	 Copy of Balance Sheet/ Annual Financial Statements prepared by authorized Chartered Accountant(s) on their company letterhead. Details of current assets / current liabilities. Profit and Loss Account.
	Total	100	

NOTE: -

- All prequalification criteria (set 1 to 8) must be supported with attested documents. Non provision of documents may lead to rejection of the Bid.

 Any bidder/company submitting wrong, incomplete or wrong information/ details will be rejected and/ or blacklisted.