#### SINDH PUBLIC SERVICE COMMISSION

## **BID DOCUMENTS**

"Security Services for Sindh Public Service Commission @ Head Office, Hyderabad & Regional Office, Karachi

## Single Stage Two Envelope Procedure

TENDER NO.PSC/B&A/SECURITY	SERVICES/2023-24
Dated	

NIT NO: DATED : No.PSC/B&A/Tender (Sec: Serv) 2023-24/

Dated

DATE OF ISSUE :

DATE OF OPENING : \_\_\_\_\_.

TENDER ISSUED TO : \_\_\_\_\_

PAY ORDER NO:& DATE : \_\_\_\_\_\_

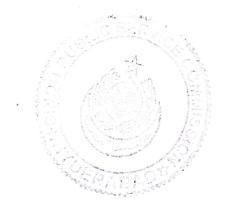
AMOUNT : \_\_\_\_\_



SINDH PUBLIC SERVICE COMMISSION
HYDERABAD
Tel # 022-9200162
www.spsc.gov.pk

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## PART-II INSTRUCTION TO BIDDERS

#### 1. **GENERAL**

#### **INTROCUDCTION:**

Thank you for the interest you have shown in response to the Sindh Public Service Commission's NIT which has floated in various newspaper, Sindh Public Service Commission and SPPRA websites for Security Services for our office.

Sindh Public Service Commission is department where Members are appointed who are Retired Bureaucrats (i.e. Chief Secretaries, Federal Secretaries and Provincial Secretaries from (BPS-20 to BPS-22), moreover hundreds of candidates appears for interviews at Head Office, Hyderabad and Regional Office, Karachi. In this regard, Sindh Public Service Commission is interested to avail the services of Security Personnel / Guards of high potentiality from your esteemed firm / agency.

#### **SCOPE OF WORK:**

Security Company would be hired as per evaluation criteria of the documents to provide security services to Sindh Public Service Commission. Successful bidders would enter into a security services contract of 12 months extendable upto a maximum period of 36 months upon satisfactory performance and mutual consent.

#### **Source of Funds**

Finance Department, Government of Sindh has allocated budget.

#### 2. Eligible Bidders

The bidder which meets the following minimum eligibility criteria (MANDATORY REQUIREMENT) would be declared responsive for further evaluation as per Evaluation criteria specified in the bidding document. Requisite documents must be attached

- a. Bidder must have purchased the bidding documents (Original tender purchase receipt to be attached).
- b. The Company must have at least 15 years of experience in the relevant field.
- c. Attested Copy of FBR/GST/SRB (whichever is applicable).
- d. Attested copies of EOBI/Social Security Registration of employees.
- e. Attested copy of registration with SECP / Registrar of Firms.
- f. Attested copy of valid membership with Security Agencies Association (APSAA).
- g. Attested copy of Valid NOC(s) of Ministry of Interior / Provincial Home Departments for providing Security Services in the Province / country.
- The satisfactory performance certificate from current employer on their official letterhead.
- Affidavit on stamp of Rs.100/- that the firm is not black listed by any government / semi government Department.
- j. Certificate on Company's letterhead that if selected, the firm would deploy security supervisors / guards etc. which would be security-wise cleared by Ministry of interior / Provincial Home Department / Police / CRO / NADRA verisys. Non-compliance to the same may result in immediate termination of contract leading to forfeiture of performance security and blacklisting of firm.
- k. Company must have (02) Security Experts or Criminologists recognized by HEC or an internationally acclaimed institution with having 03 years of relevant experience.
- Bidder should have submitted filed Income Tax Return for last 03 years with Audit Report i.e. 2020-21 to 2022-23.
- m. Valid List of Client's detail.
- n. Declaration of Weapon's Licenses.
- o. Bidder / Company Profile / Detail.



#### 3 Cost of Bidding

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

## 4 Clarification of Bidding Documents

A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than five working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

#### 5 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.

All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring

## 6. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language.

#### 7. Bid Prices

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

Prices Shall be quoted in Pak Rupees.

Bidder's Eligibility As defined in Bid Data Sheet.



10 Bid Security / Earnest Money

- 10.1 The bidder shall furnish a bid security / earnest money equivalent to 2% of the total value of bid in the form of a Call Deposit, Bank Draft or a Bank Guarantee issued by a scheduled bank of Pakistan, in favour of Secretary, Sindh Public Service Commission to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture The bid security shall be denominated in the currency of the bid:
  - a) be submitted in its original form: copies will not be accepted;
  - b) remain valid for a period of at least 28 days vide Rule-32 beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity.
- 10.2 bid security shall release to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 10.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.

10.4 The bid security may be forfeited:

- a) if a Bidder withdraws its bid during the period of bid validity or
- b) in the case of a successful Bidder, if the bidder fails:
  - (i) to sign the contract in accordance or
  - (ii) to furnish performance security
- 11. Validity of Bids

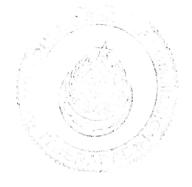
Bids shall remain valid for 90 days from the date of opening of bids.

12. Clarification of Bids

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

13. Format and Signing of Bid

- 13.1 The Bidder shall prepare an original bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 13.2 The original bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
- 13.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.



#### B. Submission of Bids

#### 14. Sealing and Marking of Bids

- 14.1 The Bidder shall seal the original bids (Technical and Financial bids in two separate envelopes), duly marking the envelopes as "ORIGINAL BIDs". The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry statement "DO NOT OPEN BEFORE 17.11.2023 at 03.00 P.M."
- 14.2 If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening.

#### 15. Deadline for Submission of Bids

- 15.1 Bids must be received by the Procuring agency at the address specified in Bid Data Sheet, not later than the time and date specified in Bid Data Sheet.
- 15.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline.

#### 16. Late Bids

Any bid received by the Procuring agency after the deadline for submission of bids prescribes by the Procuring agency shall be rejected and returned unopened to the Bidder.

## 17. Modification and Withdrawal of Bids

- 17.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 17.2 No bid may be modified after the deadline for submission of bids.
- 17.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

#### C. Opening and Evaluation of Bids

# 18. Opening of Bids by the Procuring agency

- 18.1 The Procuring agency shall open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.
- The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presences or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.



19. Clarification of Bids

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

- 20. Preliminary Examination
- 20.1 The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 20.3 Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 20.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 21. Evaluation and Comparison of Bids
- 21.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 21.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
- 22. Contacting the procuring agency
- 22.1 No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.
- 22.2 Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

#### Award of contract

- 23. Post Qualification
- 23.1 In the absence of prequalification, the procuring agency may determine to its satisfaction whether that selected Bidder having submitted the most advantageous bid is qualified to perform the contract satisfactorily.

- 23.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Claus-7 as well as such other information as the Procuring agency deems necessary and appropriate.
- 23.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to perform satisfactorily.

#### 24. Award Criteria

The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the most advantageous bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily besides compliance of all mandatory documents.

25 Procuring
Agency's
right to vary
quantities at
the time of
award

The Procuring Agency reserves the right to increase/decrease the quantity of the required items already tendered either in full or in part. The Procuring Agency reserves the right to reject any or all the Tenders; divide business amongst more than one bidder.

- 26. Procuring agency's Right to Accept any Bid and to Reject any or All Bids
- 26.1 Subject to relevant provisions of SPP Rules 2010 (Amended 2019), the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.
- 26.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended 2019), Procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders three working days prior to notify the award of contract.

## 27. Notification of Award

- 27.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.
- 27.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.

#### 28. Signing of Contract

28.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.



28.2 Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

## 29. Performance Security

- 29.1 Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 29.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 or ITB Clause 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

#### 30. Corrupt or Fraudulent Practices

- The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:
  - (a) "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below;
  - (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
  - (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
  - (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - b) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.



## Part-III General Conditions of Contract

#### 1. Definitions

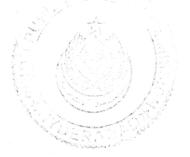
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
  - (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) "The Goods" means Furniture & Fixture and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.
  - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - (e) "GCC" mean the General Conditions of Contract contained in this section.
  - (f) "SCC" means the Special Conditions of Contract.
  - (g) "The Procuring agency" means the Sindh Public Service Commission.
  - (h) **"The Supplier"** means the individual or firm supplying the Goods, works and Services under this Contract.
  - (i) "SPP Rules 2010" means the Sindh Public Procurement Rules 2010 (Amended 2021).
  - (j) "Day" means calendar day.

#### 2. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

#### 3. Patent Rights

The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.



## 4. Performance Security

- 4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 4.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.3 The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;
- 4.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

#### 5. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## 6. Termination for Default

- 18.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) If the Supplier fails to perform any other obligation(s) under the Contract.
- (b) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

#### 7. Force Majeure

- 7.1 Notwithstanding the provisions of GCC Clauses 16, 17 and 18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 7.1 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 7.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 8. Termination for Insolvency

The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accursed or will accrue thereafter to the procuring agency.



## 9. Termination for Convenience

- 9.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 9.2 The Goods that are compete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
  - (a) to have any portion completed and delivered at the Contract terms and prices; and / or
  - (b) To cancel the remainder and pay to the Supplier and agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers

## 10. Resolution of Disputes

Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the Rule-31 and 32 of SPP Rules 2010 (Amended 2021).

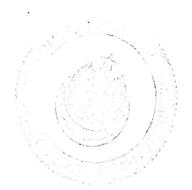
11. Governing Language The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

12. Applicable Law The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended 2021).

13. Taxes and Duties Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted item to the Procuring agency.

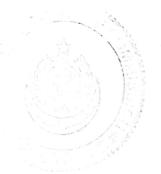
14. Overriding
effect of Sindh
Public
Procurement
Rules 2010
(Amended
2021)

In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended 2021) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents



## INSTRUCTIONS:

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a	documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each page. Moreover, attach
b	required supporting document according to the requirement  Tender Documents can be obtained from Sindh Public Service Commission, Thandi Sarak, Hyderabad during office hours @ the cost of Rs.2000 /- in the shape of Pay order or demand draft. Alternatively the documents may also be downloaded from the website <a href="http://ppms.pprasindh.gov.pk/PPMS">http://ppms.pprasindh.gov.pk/PPMS</a> or <a href="https://spsc.gov.pk/">https://spsc.gov.pk/</a> .
С	The last date of submission of the Tender Documents in sealed envelope on day 17.11.2023 @ 03.00 P.M. @ Head Office, Sindh Public Service Commission, Hyderabad. The Tender will be opened on same day @ 03:30 P.M.in the presence of representatives who may care to attend.
d	<b>Bid Security</b> of 2% to total charges will be submitted alongwith Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Secretary, Sindh Public Service Commission.
е	Successful bidder shall provide 5% of <b>Performance Security</b> of total value of purchase order / work order in the form of <b>Pay order</b> or <b>Bank Guarantee</b> before submission of invoice. The performance security shall extend at least <b>three</b> months beyond the Date of Completion of Contract.
f	The bid security / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid security whichever is earlier.
g	The bid security of successful bidder will be returned only when the bidder furnish the required <b>Performance Security</b> and signed relevant contract agreement.
h	Arithmetical errors will be rectified as, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is discrepancy between words and figures, the amount in words will prevail.
i j	All currency in the proposal shall be quoted in Pakistan Rupees (PKR).  Service Provider Company shall maintain its status as an active / filer taxpayer with
-	taxation authorities while rendering services to Sindh Public Service Commission.



#### Part-IV [Bid Data Sheet]

The following specific data for hiring the services of Security Guards shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

	Introduction
а	Name of Procuring Agency: Office of Secretary, Sindh Public Service Commission, Thandi Sarak, Hyderabad Tel # 022-9200162 - 022-9200246 / 022-9200694
b	<b>Brief Description of Services</b> "Provide the Security Services to Personnel's and Premises of Sindh Public Service Commission @ Hyderabad & Karachi".
	Bid Price and Currency
ITB 4	Prices quoted by the Bidder shall be "fixed" and in" Pak Rupees"

#### Preparation and Submission of Bids

- 1. Bidder must have purchased the bidding documents (Original tender purchase receipt to be attached).
- 2. The Company must have at least 15 years of experience in the relevant field.
- 3. Attested Copy of FBR/GST/SRB (whichever is applicable).
- 4. Attested copies of EOBI/Social Security Registration of employees.
- 5. Attested copy of registration with SECP / Registrar of Firms.
- 6. Attested copy of valid membership with Security Agencies Association (APSAA).
- 7. Attested copy of Valid NOC(s) of Ministry of Interior / Provincial Home Departments for providing Security Services in the Province / country.
- 8. The satisfactory performance certificate from current employer on their official letterhead.
- 9. Affidavit on stamp of Rs.100/- that the firm is not black listed by any government / semi government Department.
- 10. Certificate on Company's letterhead that if selected, the firm would deploy security supervisors / guards etc. which would be security-wise cleared by Ministry of interior / Provincial Home Department / Police / CRO / NADRA verisys. Non-compliance to the same may result in immediate termination of contract leading to forfeiture of performance security and blacklisting of firm.
- 11. Company must have (02) Security Experts or Criminologists recognized by HEC or an internationally acclaimed institution with having 03 years of relevant experience.
- 12. Bidder should have submitted filed Income Tax Return for last 03 years with Audit Report i.e. 2020-21 to 2022-23.
- 13. Valid List of Client's detail.
- 14. Declaration of Weapon's Licenses.
- 15. Bidder / Company Profile / Detail.

ITB 9	Amount of bid security. 2% of Bid Value		
ITB 10	Bid validity period. 90 days		
ITB 11	Number of copies. One original and one zerox copy		
ITB 13	Deadline for bid submission. As notified in NIT		
ITB 19.1	Bid Evaluation: Most Advantageous		
	Highest ranked bid will be evaluated on the basis of least cost on item wise.		
	Submission date and time of bids: 17-11-2023 at 03:00 pm		
	Opening date and time of bids: 17-11-2023 at 03:30 pm		



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HYDERABAD
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#### Other Terms & Conditions:

- In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening. Bid shall be submitted / opened on next working day at the given time
- ii. PA may reject all or any bid subject to relevant provision of SPP Rules and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule 25(1) of said rules.
- iii. Incomplete, conditional and tender without required earnest money in the specified form/format shall be rejected.
- iv. Bidders are advised that before filling the bidding documents all pages of bidding documents should carefully be rechecked. If any page(s) / paper(s) of bidding documents are missing that can be downloaded from the official website of this and SPPRA, and also can be obtained from the office of the Secretary, Sindh Public Service Commission, Thandi Sarak, Hyderabad. Bid(s) with incomplete bidding documents will straightaway be rejected.
- v. Bidders are required to provide their valid e-mail Ids and contact numbers (s) for effective and timely communication
- vi. Affidavit that firm has never been blacklisted.
- vii. All Bidding documents must be signed, named & stamped by authorized person of the firm/ Companies along with authorized letter.
- viii. Incomplete, conditional and tender without required bid security as specified in the bidding documents, shall be reject. Each page of bidding documents should be signed and stamped.
- ix. Contract Agreement and Integrity Pact both are mandatory for successful bidder.

Signature & Stamp of Tenderer



#### PART-V

## SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

#### 1. Definitions (GCC Clause 1)

GCC 1 (g)—The Procuring Agency is: Sindh Public Service Commission, Hyderabad

#### 2. Performance Security (GCC Clause 4)

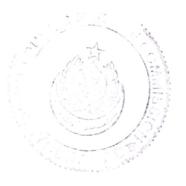
GCC 4—The amount of performance security, as a percentage of the Contract Price, shall be: 5%.

#### 3. Resolution of Disputes (GCC Clause 22)

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the (SPPR 2010) Amended 2021.

#### 4. Applicable Law (GCC Clause 24

GCC 24 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.



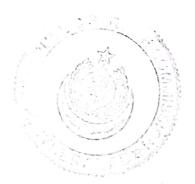
# Part-VI SCHEDULE OF REQUIREMENTS

The delivery schedule hereafter expressed the date of delivery required.

S. No	Items/Quantity	Time of Delivery from date of Award	Location of Deployment
1.	[As specified in Part – VIII of this bidding documents].	Preferably within 15 Days	Head Office, Sindh Public Service Commission, Thandi Sarak, Hyderabad & Regional Office @ Sindh Secretariat, Karachi.

Note: specifications of above items are attached

SINDH PUBLIC SERVICE COMMISSION HYDERABAD Tel # 022-9200162 www.spsc.gov.pk.

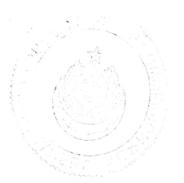


## <u>Technical Specification</u> <u>Specifications and Quantities</u>

Place of Duty	Requirements	Duty Timings	Particulars	Age	Monthly Charges	Total Amount
	02 Guards	01 Day	Ex-Military Guard	25-50		
		01 Night	Ex-Military Guard	25-50		
	04 Guards	02 Day	Ex-Military Guard	25-50		
Hyderabad		02 Night	Ex-Military Guard	25-50		
	01 Supervisor		Ex-Military Guard	25-50		
	01 Female Guard	Day	Ex-Military Guard	25-50		
	05 Guards		Ex-Military Guard	25-50		
Regional Office, Karachi	01 Female Guard 01 Guards	Day	Ex-Military Guard	25-50		
TOTAL	15 GUARDS					
	Monthly charges (in pak Rs.) including all the taxes					
		9300 11 1	2 months (in Pak Rs.	IN THE PARTY OF THE PARTY OF	STREET LAND	

Note: Scrutiny Committee shall evaluate the selection criteria.

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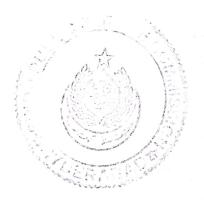


### PART-VII SAMPLE FORMS

FORM - I

#### Letter of Acceptance

		Date:	
To:			
PA, Karachi, Dea	r Sir:		
acknowledged, we, the conformity with the said	ne undersigned, offer d bidding documents f ay be ascertained in	numents, the receipt of which is hereby er to supply and deliver the required item for the sum of <i>[total bid amount in words and figures a accordance with the Schedule of Prices attal.]</i>	n in
We undertake, if delivery schedule specif	our Bid is accepted ied in the Schedule of	ed, to deliver the goods in accordance with f Requirements.	the
If our Bid is acc Five (5) percent of the form prescribed by the F	Contract Price/Pay ord	n the guarantee of a bank in a sum equivale rder for the due performance of the Contract, ir	nt to the
	10 of the Instructions	a period of 90 days from the date fixed for is to Bidders, and it shall remain binding upoxpiration of that period.	
		and executed, this Bid, together with your waward, shall constitute a binding Contract bet	
We understand that you a	are not bound to accep	pt the lowest or any bid you may receive.	
Dated this	day of		
[signature]	[ir	in the capacity of]	
Duly authorized to sign B	id for and on behalf o	of	



## TECHNICAL EVALUATION CRITERIA



#### **THE TECHNICAL EVALUATION CRITERIA:**

The bids shall be evaluated on the basis of Eligibility criteria of the tender documents based on the record / documentary evidence submitted by the bidders, each firm shall be ranked as per the under mentioned Evaluation criteria.

Sr #	Evaluation Parameters	Points
1.	Years of experience for providing Security Services (10 points for a maximum of 15 years)	10
2.	Existing clients: upto 10 clients from following sectors:  i. Government / Semi Government clients (04 points Max)  ii. Universities / others (02 points max).  iii. MNCs/Pharmaceuticals (04 points max).  (Agreements / contracts from all such existing clients must be attached for points (One point for each client as mentioned above)	10
3	A company should possess and be responsible for delivering all solutions associated with integrated security (undertaking required).	05
4.	Weapons License: i. Semi-Automatic 222 or 223 of 5.56 Bore (1 mark for each 9 license Maximum upto 05 marks) = 05 marks ii. Semi-Automatic MP5 of 30 Bore (1 mark for each 10 licenses Maximum 03 marks) = 03 marks iii. Pump Action / Repeater 12 Bore (1 mark for 10 license Maximum 02 marks) = 02 marks (Copy of License must be attached).	10
5.	Company's own briefing and awareness facility and simulator	05
6.	PTA's approved wireless Frequency or Type approved equipments. License valid / renewed upto the closing date of the tender.  i. Valid / Renewed = 10  ii. Renewal Required = 5.  iii. Do not have = 0  (Copy of the letters from PTA must be attached).	10
7.	(A) Professional Security Staff on Agency / Firm Payroll:  Commissioned Officer from Armed Forces = 01  SSG Guards (Trained from SSG Training Centre = 01  Ragner's Persons = 01  (Naib Subedar / Subedar) = 01  NCO's (Naik / Hawaldar) = 01	05
	(B) Verification Tools The Company must possess its own CRO Verification system = 2.5 The Company must possess its own NADRA verisys verification system = 2.5	05
3.	Risk Cover of Security Guards / Staff:  Provide details of guards with CNIC Numbers, name , These will be verified:  Life Insurance = 03  EOBI = 03  SESSI = 02  APSSA = 02	10
	Annual Revenue as mentioned in Financial Statements / Filed Income Tax Return Form (Financial Year 2020-21 to 2022-23) with (03) Three years audit report  i. 30 Million & above = 10  ii. 20 to 29 million = 08  iii. 10 to 19 million = 06  iv. Below 19 million = 00	10
	The Company must have (02) Security Experts or Criminologists recognized by HEC or an internationally acclaimed institution with having 03 years of relevant experience.	20

Note: The marks for technical proposal is 100.

The Financial Proposal of those bidders will be opened who will secure minimum 80% marks besides compliance of all mandatory documents.

#### SINDH PUBLIC SERVICE COMMISSION

## **BID DOCUMENTS**

"Security Services for Sindh Public Service Commission @ Head Office, Hyderabad & Regional Office, Karachi

## Financial proposal

TENDER NO.PSC/B&A/SECURITY SERVICES/2023-24/ Dated

NIT NO: DATED : No.PSC/B&A/Tender (Sec: Serv) 2023-24/

**Dated** 

DATE OF ISSUE : \_\_\_\_\_\_

DATE OF OPENING : \_\_\_\_\_\_

TENDER ISSUED TO : \_\_\_\_\_

PAY ORDER NO:& DATE :

AMOUNT : \_\_\_\_\_

SINDH PUBLIC SERVICE COMMISSION
HYDERABAD
Tel # 022-9200162
www.spsc.gov.pk

## Price Schedule in Pak. Rupees

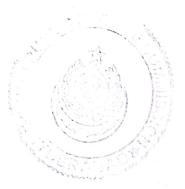
Name of Bidder	, IFB Number	Page of

1	2	3	4		5	6	7
Item	Description	Country	Quantity Ur		price	Total	Remar
				Words	Figure		
					Libera		
						7.19.19.25	

Total Bid amount in words:	
Total Bid amount in figure:	
Signature of Bidder	

#### Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total prices Delivered at \_\_\_\_\_\_ should include the price of incidental services. No separate payment shall be made for the incidental services.



## Form-III

## **Experience of Similar Supply and Installation**

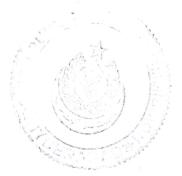
S. No	Assignment Description	Name /Contact Details of Client	Cost	Start Date	End Date	Remarks
						(A)



## Form-IV

## **CONTRACT FORM**

Commission (hereina	ade the day of	2 Agency") of the I "the Supplier")	one part and /	name of Su	Service oplier] of
"Security Services Regional Office, Ka	ing Agency invited bids for for Sindh Public Servicachi". The Sindh Public See goods and services in the ice").	ce Commission ervice Commissio	n @ Head Of n has accepted	fice, Hyde	e Supplier
NOW THIS AGREEME	NT WITNESSETH AS FOLLO	WS:			
1. In this Agre respectively a	ement words and express assigned to them in the Cond	sions shall have ditions of Contrac	the same meat t referred to.	anings as a	ire
<ol> <li>The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:</li> <li>the Bid Form and the Price Schedule submitted by the Bidder:</li> </ol>					t of
(b) the Schedule	and the Price Schedule subr of Requirements;	nitted by the Bidd	ler;		
(c) the Technical	Specifications.				
	onditions of Contract; onditions of Contract; and				
	agency's Notification of Awa	ard.			
nereinarter mentioned	on of the payments to be d, the Supplier hereby cover and to remedy defects there	enants with the	Procuring agend	ry to provid	the the
provision of the good	g agency hereby covenants and services and the reasy become payable under by the contract.	medvina of defe	cts therein, the	Contract P	rice or
IN WITNESS wherecoccordance with their r	f the parties hereto ha espective laws the day and	ve caused this year first above v	Agreement to vritten	be execu	ıted in
Signed, sealed, delivere agency)	d by	the	(for	the Pr	ocuring
Signed, sealed, delivere	d by	the	(for	the Supplie	r)



#### PERFORMANCE SECURITY FORM

To:	
WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertake pursuance of Contract No. [reference number of the contract] dated 202 to s [description of goods and services] (hereinafter called "the Contract").	en, in supply
AND WHEREAS it has been stipulated by you in the said Contract that the Sushall furnish you with a bank guarantee by a reputable bank for the sum spetherein as security for compliance with the Supplier's performance obligation accordance with the Contract.	cified
AND WHEREAS we have agreed to give the Supplier a guarantee:	
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on both the Supplier, up to a total of [amount of the guarantee in words and figures], and undertake to pay you, upon your first written demand declaring the Supplier to default under the Contract and without cavil or argument, any sum or sums within limits of [amount of guar- antee] as aforesaid, without your needing to prove or to grounds or reasons for your demand or the sum specified therein.	d we be in n the
This guarantee is valid until the day of20 .	
Signature and seal of the Guarantors	
[name of bank or financial institution]	
[address]	
[date]	

## **PART-VIII**

# "Security Services for Sindh Public Service Commission @ Head Office, Hyderabad & Regional Office, Karachi" Specifications and Quantities

Place of Duty		Requirements	Monthly Charges	Total Amount	
		01 Supervisor (Ex-Military Guard)			
Hyderabad Regional Karachi	& Office,	13 Guards (Ex-Military Guard)			
		01 Female Guard (Ex-Military Guard)			
TOTAL		15 GUARDS			

SINDH PUBLIC SERVICE COMMISSION HYDERABAD Tel # 022-9200162 www.spsc.gov.pk

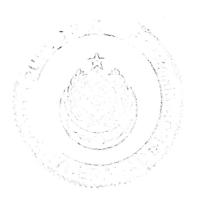


## **GENERAL COMPLIANCE CERTIFICATE**

We hereby undertake that our bid is accompanied with all the requisite documents mentioned in tender evaluation criteria of the bid documents.

The following be signed and attached with the bids as a general compliance to tender document requirements, if agreed upon:

Name of Representative:	
Mailing Address with Phone:	
Signature of authorized Officer and seal of the	e Company:



#### SECURITY COMPANY'S SCOPE OF WORK

 Aim: To establish foolproof security arrangements to ward off any subversive / untoward incident. The following are the scope of work to be performed if hired for provision of security services for Sindh Public Service Commission.

#### **Mechanical Security System:**

- (i) The Company shall provide "Hand Held Metal Detectors" whenever required by Sindh Public Service Commission.
- (ii) The Company shall provide "under carriage Car-Search Mirror" whenever required by Sindh Public Service Commission.

#### **Security Guards:**

- (i) The Company shall provide Security Guards (Ex-Military Guards) at designated location(s) at Hyderabad & Karachi to provide security cover, and also Security Guards with Semi-Automatic weapon as per given schedule of duty timing.
- (ii) The Company shall provide and ensure that each guard on duty has received and understood written instructions of basic duties and has following in his possession.
  - 1. Company Card and Copy of Computerized CNIC.
  - 2. Torch for guards on evening and night duties.
  - 3. Standard Uniform.
  - 4. Weapon(s) with ammunition of agreed kind and quality.
- (iii) The Armed Guard will be called "Static Security Guard" and will remain alert, patrolling and vigilant throughout their duty hours, and any mishap will be responsibility of the company under all circumstances.
- (iv) The company shall be bound to execute the directives of the Sindh Public Service Commission's standing security orders, which will be conveyed to the company.
- (v) The company shall be responsible to provide satisfactory services at all key points / offices of Sindh Public Service Commission premises with the following conditions.
  - The company shall maintain extra guards to be readily available with the company as the substitute for the supervisors/guards who become absent / short/sick at the company's own enrolment for which the SPSC Management will not make any extra payment.
  - The company shall deploy energetic, smart and healthy, well trained Ex-Military Guards with perfect turnout with (age 25-50 years) smart uniform and fully competent to meet security requirements / demands at sensitive /vulnerable points in consultation with the security in charge of the SPSC Management designated for the purpose.
  - 3. Upon unsatisfactory performance of the supervisor/guards as determined by the SPSC Management, the contract agreement shall be terminated by giving one month's notice to the security company. Unsatisfactory includes:
    - Unable to provide desired number of security guards/supervisors / lady guards.
    - Absence of security guards from duty.
    - Non-attendance of office in time.
    - Casual performance of duty by guard(s).
    - During period of agreement, the responsibility of any loss and damage due to such and unsatisfactory performance will be that of the security company.
    - Non-reporting of any incidents to SPSC management that occurs in the SPSC premises.
  - 4. Daily attendance sheet shall be marked in the face recognize attendance system at the point fixed by the security supervisor as well as daily attendance sheet by the security company head office. Month-wise bill be submitted to SPSC on last week / 25 of each month.
  - The guard services must be on shift basis according to labour laws each day with different guard at each shift shall be provided by the company to SPSC.
  - 6. The company of active performance of duties by the security guards and working of mechanical security system round the clock, seven days a week shall maintain a <u>supervisory network of its own</u> to ensure presence.



2. The guard's duties shall inter Alia include the following:

Prevention of entry into offices / installation premises trusted in the charge of the company, of any person not authorized by SPSC management or any person who lacks proper identification or intrudes the secured premises.

Inform concern authorized officer of the SPSC management promptly and accurately, of any occurrence detrimental to the security of the installation premises and property of the SPSC placed under charge of the company.

3. Forced entry will be promptly reported to the local police station, SPSC security

incharge and Security Company's head office for appropriate action.

- Law and order situation will be promptly reported to the local police station, SPSC security incharge and security company's head office of the company for appropriate action. All entry points shall be closed under such situation.
- 5. To carry out daily checking of all security lights, entry points and locked premises for their effectiveness after office or on closed holidays.

To properly brief the relieving guard, about any situation concerning the security.

- Negligence of security guards amounting to an act of omission or commission as a result to which loss occurs as enlisted in the indemnity clause.
- Negligence of guards in case of the fire, or other disaster, which is caused by any act omission and commission of security guards.
- Any fire/disaster, which erupts from outside as a result of any calamity and accident and is beyond the control of security guards, will not fall under the indemnity clause.
- 10. The company shall notify its representative who will be contracted for immediate replacement in the event of unsatisfactory performance of deputed personnel.

#### **Confidentiality:**

The Company shall ensure that all employees performing, the services shall not any time during the validity of the contract agreement or thereafter, will not disclose any information whatsoever, to any person, as to be affairs of the SPSC or its personnel and as to any other matter, which may come to their knowledge by reason of performance of the services. If in the opinion of the SPSC management there has been any such disclosure the person concerned shall immediately be dismissed from service of the company and other necessary action also be initiated with the consultation of SPSC management.

#### Responsibility of Company:

In addition to the services to be performed by the company specified above,

- 1. the company is responsible for ensuring that all its employees performing the services are physically and mentally fit, have no communicable disease, no addiction of narcotics and are in good health in all respect to perform the
- 2. The company is an independent contractor and accordingly is fully responsible for any accident or injury to its personnel or caused by its personnel and agrees that neither SPSC nor any of its personnel shall be held liable for either of the above in any manner.
- 3. The personnel of the company shall not in any manner indulge in any unionism nor have any linked activity with SPSC employees.
- 4. The company is responsible for recruitment, discipline and all other service matters of its employees. They shall not in any case communicate with the SPSC management regarding their service matters that is the sole responsibility of the company.
- 5. The SPSC may refuse to accept services from any of the employees of the company, whose work has been found unsatisfactory or not in the accordance with the requirements of this document.

#### **Restriction of Assignment / Take over:** 5.

- 1. The company shall not assign or sub-contract any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contracting by the company shall entitle the SPSC to terminate its services forthwith.
- 2. If the company makes any arrangement with or assignment in favour of its creditors or amalgamates with any other concern or his taken over, the SPSC shall be entitled to terminate its services forthwith.



## Integrity Pact <u>DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.</u> PAYABLE BY THE <u>SUPPLIERS/CONTRACTORS/CONSULTANTS.</u>

Contract Number: Contract Value:	Dated:
Contract Title:	
induced the procurement of any obligation or benefit from Government	reby declares that it has not obtained or contract, right, interest, privilege or other rnment of Sindh (GoS) or any administrative by other entity owned or controlled by it (GoS) ce.
represents and carrain that it has etc. paid of payable to anyone an give or agee to give on yone indirectly three any natural or jassociate, broker, consultant d subsidiary, any commission, gratified described as consultation feer inducing the procurement of control benefit, in whatsoever form, which has been expressly declared	at it have and will make full disclosure with all persons in respect of or related to the aken an action will not take any action to
making any false declaration, not retaking any action likely to defeat and warranty. It agrees that any	full responsibility and strict liability for naking full disclosure, misrepresenting facts or the purpose of this declaration, representation contract, right, interest, privilege or other ocured as aforesaid shall, without prejudice to lable to PA under any law, contract or other of PA
[Name-of-Supplier/Contractor/Consultant] agree incurred by it on account of its compensation to PA in an amou commission, gratification, bribe,	remedies exercised by PA in this regard, is to indemnify PA for any loss or damage corrupt business practices and further pay ant equivalent to ten time the sum of any finder's fee or kickback given by [Name of for the purpose of obtaining or inducing the ht, interest, privilege or other obligation or A.
[Procuring Agency]	[Supplier /Consultant

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