

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED

BIDDING DOCUMENTS

FOR

**PROVIDING SECURITY SERVICES AT
NESPAK OFFICES LOCATED IN LAHORE**

February 2022



NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED

Coordination Division, NESPAK House, 1-C, Block-N, Model Town Extension, Lahore

BIDDING DOCUMENTS
FOR
PROVIDING SECURITY SERVICES AT
NESPAK OFFICES LOCATED IN LAHORE

Terms and Conditions

1. Scope of Services

National Engineering Services Pakistan (Pvt.) Limited (NESPAK) (hereinafter called as the “Employer”) invites sealed Bids from the licensed Security Agencies, registered with Income Tax Department and who are on active taxpayers list of the Federal Board of revenue, for providing security services at NESPAK Offices located in Lahore with following requirements:

No of Security Guards Required:	Approximately 22 (may be increased or decreased as per requirement)
Experience:	(Ex-Servicemen)
Age:	25-45
Working Hrs:	12 Hrs per day

The Bidders must quote for the complete scope of the Services. Any bid covering partial scope of Services will be rejected.

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3. Validity of the Bids

The Bids shall remain valid for a period of ninety (90) days after the date of bid opening.

4. Bid Security

Bid Security amounting to PKR 200,000 must be attached with Technical Bid in the form of demand draft/pay order/CDR in the name of National Engineering Services Pakistan (Pvt.) Limited. Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

At the end of the evaluation of the Technical Bids, the Employer shall return Bid Securities of the Bidders along with Financial Bids, whose Technical Bids have been declared non-responsive to the requirements of the Bidding Documents.

The Bid Security of unsuccessful Bidders shall be returned upon award of the Contract to the successful Bidder; whereas the Bid Security of successful Bidder shall be returned when the Bidder has signed the Contract with the Employer.

5. Documents Comprising the Bid

The Bid shall be submitted in two (02) separate envelopes i.e., 'Technical Bid' and 'Financial Bid'.

a) Technical Bid

The 'Technical Bid' shall comprise the following:

- i. Duly filled-in, signed and stamped Letter of Technical Bid;
- ii. Power of Attorney of signatory to Bid;
- iii. Bid Security in accordance with Clause 4 hereof;
- iv. Documentary evidences in accordance with requirements of Clause 8 hereof; and
- v. These Bidding Documents duly signed and stamped.

b) Financial Bid

The 'Financial Bid' shall comprise the following:

- i. Duly filled-in, signed and stamped Letter of Financial Bid.

The Bids comprising Technical and Financial Bids must be complete and in order for each requirement mentioned in these Bidding Documents.

6. Bid Prices, Currency of Bid and Payment

The prices shall be quoted by the Bidder entirely in Pak Rupees for the Services to be performed under the Security Services Contract. The payment shall also be made in Pak Rupees. The Bid Price shall be quoted inclusive of all prevailing taxes such as income tax, Punjab Sales Tax on Services, etc.

All applicable taxes shall be deducted at source while making payment to the Security Provider as per Government Rules/Instructions/Notifications.

The quoted Total Bid Price shall be adjusted as per provisions stated in the attached Security Services Contract.

7. Bid Submission, Opening and Clarification

The Technical Bid comprising the documents listed under Clause 5(a) hereof shall be sealed in a separate envelope titled as "Technical Bid". The Financial Bid comprising the documents listed under Clause 5(b) hereof will be sealed in another envelope titled as "Financial Bid". Both Bids will then be sealed in a third envelope titled as "Bid for Providing Security Services at NESPAK Offices Located in Lahore".

The Bid, prepared in accordance with the above provisions must be submitted latest by deadline for submission of Bids mentioned in Invitation to Bid. The Technical Bids will be opened on same day in the presence of the Bidder's authorized representatives. Financial Bids will remain unopened and will be held in the custody of the Employer until time of its opening.

After having examined the Technical Bids, the results of responsiveness of Technical Bids will be communicated, in writing, by the Employer to all Bidders and the Financial Bids of those Bidders whose Technical Bids have been held non-responsive will be returned unopened to

the respective Bidders. The Bidders, whose Technical Bids are held substantially responsive, will be invited to attend the meeting for opening of their Financial Bids.

The Bidder's name, Bid Prices, any discount and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the opening of Financial Bids. Any Bid Price or discount which is not read out and recorded at Financial Bid opening will not be taken into account in the evaluation of Financial Bid.

The Employer will record the minutes of the bid opening (Technical & Financial). Representatives of the bidders who choose to attend shall sign the attendance sheet.

To assist in the examination, evaluation and comparison of Bids the Employer 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 price or substance of the Bid shall be sought, offered or permitted.

8. Eligibility, Qualification and Other Bidding Requirements

A substantially responsive Technical Bid is one which substantially meets the following requirements:

Sr. No.	Compliance Requirement	Submission Requirement
1	The Bidder shall be a registered company under Companies Ordinance;	Certificate of incorporation from SECP
2	The Bidder shall have registered with Income Tax Department and be on Active Taxpayers List of the Federal Board of Revenue;	NTN Certificate and extract of Active Taxpayer List
3	The Bidder shall not have been under temporary suspension or declared blacklisted or debarred by the Employer, any Government/Semi Government/Public Department in Pakistan or by a foreign country, international organization or other foreign institution;	An undertaking in the Letter of Technical Bid
4	There shall be no litigation against the Bidder by the Employer, any Government/Semi Government/Public Department in Pakistan;	An undertaking in the Letter of Technical Bid
5	The Bidder shall hold a valid No Objection Certificate (NOC) issued by Ministry of Interior, Government of Pakistan / Home Department, Government of the Punjab to undertake security services business;	Copy of NOC
6	The Bidder shall have requisite licence for providing security services;	Copy of licence
7	The Bidder shall be in the security service business for the last ten (10) years as a company;	Award letters/ Agreements
8	The Bidder shall hold minimum 100 valid weapon licence on its name;	Copies of valid weapon licences
9	The Bidder shall be registered with Employees Old Age Benefits Institute (EOBI);	Certificate of registration with EOBI

10	The Bidder shall be complying with all applicable labour laws and providing insurance cover to its security guards against death and disability;	Copy of workmen insurance
11	The Bidder shall have at least 300 Ex-Armed force staff on their pay roll;	List of staff alongwith their CNIC and Ex-Servicemen Record
12	The Bidder shall have offices in major cities of Pakistan having at least one branch/liaison office in Lahore (in case of head office in any other city);	List of offices with address
13	The Bidder shall be ISO-9001 certified; and	Copy of certificate
14	The Bidder shall have Government Operating Licence of Wireless Remote Sets.	Copy of licence

The Technical Bids meeting the above-stated eligibility, qualification and other bidding requirements shall be considered substantially responsive. A Bid determined as non-responsive will be rejected by the Employer and will not subsequently be made responsive by correction of the non-conformity.

Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

9. Award of Contract

The Employer shall award the Contract to the Bidder whose Bid has been determined responsive to the requirements of the Bidding Documents and has been determined as most advantageous Bid.

Notwithstanding the above, the Employer reserves the right to annul the bidding process and reject all bids, at any time prior to award of Contract as per Rule 33 of Public Procurement Rules, 2004.

LETTER OF TECHNICAL BID
PROVIDING SECURITY SERVICES AT NESPAK OFFICES LOCATED IN LAHORE

To:

Vice President/Head,
Coordination Division,
NESPAK House,
1-C, Block N, Model Town Extension,
Lahore

Gentleman,

We, the undersigned, declare that:

1. Having examined the Bidding Documents, we offer to provide the security services for NESPAK Offices located in Lahore as per terms and conditions stated therein;
2. As security for due performance of the undertakings and obligations of the Bid consisting of the Technical Bid and the Financial Bid, we submit herewith requisite Bid Security drawn in your favour with this Technical Bid;
3. We agree to abide by our Bid consisting of the Technical Bid and the Financial Bid, for the period of 90 days from the deadline for submission of Bids, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. The Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the security services;
5. We are not under temporary suspension or declared blacklisted or debarred by the Employer, any Government/Semi Government/Public Department in Pakistan or by a foreign country, international organization or other foreign institution;
6. There is no litigation against our firm by the Employer, any Government/Semi Government/Public Department in Pakistan;
7. We are not participating as Bidders, in more than one Bid in this bidding process; and
8. We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information or fake documents we shall be liable for punitive action under the Applicable Law.

Dated this _____ day of _____ 2022

Signature: _____

in the capacity of _____ duly authorized to sign Bid for and on behalf of
_____ [attach Power of Attorney]

(Name of Bidder in Block Capitals)

(Seal)

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____

Attachments:

Sr. No.	Submission Requirement	Please Tick one	
		YES	NO
1	Certificate of incorporation from SECP		
2	NTN Certificate and extract of Active Taxpayer List		
3	Copy of NOC		
4	Copy of requisite licence for providing security services		
5	Award letters/ Agreements for last 10 years		
6	Copies of valid weapon licences		
7	Certificate of registration with EOBI		
8	Copy of workmen insurance		
9	List of staff alongwith their CNIC and Ex-Servicemen Record		
10	List of offices with address		
11	Copy of ISO certificate		
12	Copy of licence for Govt. operating wireless remote sets		

LETTER OF FINANCIAL BID

PROVIDING SECURITY SERVICES AT NESPAK OFFICES LOCATED IN LAHORE

To:

Vice President/Head,
Coordination Division,
NESPAK House,
1-C, Block N, Model Town Extension,
Lahore

Gentleman,

1. Having examined the Bidding Documents, we offer to provide the security services for NESPAK Offices located in Lahore for the sum of PKR _____ as per the following Price Schedule:

Sr. No.	Description	Estimated QTY (No.)	Unit Rate Per Month inclusive of all applicable taxes except Punjab Sales Tax on Services (PKR)	Amount (PKR)
01	Ex-Service Man Supervisor (Armed)	01		
02	Ex-Service Man Security Guard (Armed)	21		
(A)	Total Amount (per month)=			
(B)	Bid Price (for three years) = (A) x 36 =			
(C)	Punjab Sales Tax on Services @ 16% = (B) x 0.16 =			
(D)	Total Bid Price = (B) +(C) =			

2. We agree to abide by our Bid consisting of the Technical Bid and the Financial Bid, for the period of 90 days from the deadline for submission of Bids, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
3. The Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the security services; and
4. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2022

Signature: _____

in the capacity of _____ duly authorized to sign Bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Business Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____

SECURITY SERVICES CONTRACT
(Sample Draft Contract)

SECURITY SERVICES CONTRACT

between

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED (NESPAK)

and

_____ **(NAME OF SECURITY PROVIDER)**

for

PROVIDING SECURITY SERVICES AT NESPAK OFFICES LOCATED IN LAHORE

February, 2022

SECURITY SERVICES CONTRACT

THIS SECURITY SERVICES CONTRACT (hereinafter referred to as the "Contract") is made on this ___ day of _____, 2022 at Lahore, by and between the following:

1. National Engineering Services Pakistan (Pvt.) Limited (NESPAK), a company wholly owned by the Government of Pakistan and duly organized and existing under the laws of Islamic republic of Pakistan with its head office located at 1-C, Block-N, Model Town, Extension, Lahore - Pakistan (hereinafter referred to as "Employer"); and
2. M/s _____, a company incorporated under the Companies Ordinance-1984 and having its registered office located at _____ (hereinafter referred to as the "Security Provider").

(The Employer and the Security Provider are hereinafter jointly referred to as the "Parties" or singularly as "Party").

The Employer and the Security Provider have entered into this Contract setting out the obligations of the Parties as agreed hereunder.

The Security Provider undertakes to provide required number of security staff to the Employer in accordance with the terms and conditions described in Annex 'A' attached to this Contract, and the Employer shall make corresponding payments to the Security Provider in accordance with this Contract.

Purpose:

The purpose of this Contract is to provide Armed Security Staff to the Employer by the Security Provider.

Duration of Agreement:

The Contract between the Parties shall remain valid for a period of three (03) years from the date of its signing by the Parties, until _____ 2025.

Notice:

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested to the address set forth in the opening paragraph or to such other method of communication mutually agreed.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of
National Engineering Services Pakistan (Pvt.) Limited (NESPAK)

Witness

(the Employer)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

(the Security Provider)

Witness

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

TERMS AND CONDITIONS FOR PROVISION OF SECURITY SERVICES

SECTION 1

SCOPE OF SERVICES

1.1 The Security Provider will provide security staff as under:-

Category	Estimated Qty (No.)	Duty Hours
Security Guard Armed (EX-Serviceman)	21	12
Security Supervisor Armed (EX-Serviceman)	01	12

- 1.2 Security guards will be healthy and medically Cat 'A'.
- 1.3 Security guards will hold National Identity Card, as well as the Security Provider Identity Card.
- 1.4 The security guard(s) will carry the approved and latest weapon in a good condition during duty hours and will not handover their weapon to anyone. The concerned officials of the Employer may check weapons and their working conditions at any time.
- 1.5 The Security Provider will provide pistol/semi-automatic shotgun (Pump Action) where required.
- 1.6 The Security Provider will provide 10 rounds on each weapon.
- 1.7 The Security Provider shall be responsible for timely arrival and departure of the security guards.
- 1.8 No leave by security guards would be acceptable by the Employer without proper replacement. In case of absence of any security guard(s), the Employer shall deduct the amount of the days of absence from the amount to be paid to the firm at the end of each month.
- 1.9 On a written report form the Employer, unsuitable security guards will be replaced within 3 days by the Security Provider.
- 1.10 Security guards will be positioned on static within premises duty places indicated/mutually agreed by the Employer and the Security Provider.
- 1.11 Security guards provided by the Security Provider will perform duties for the Employer as per security Standing Operating Procedures (SOPs).
- 1.12 SOPs and security instructions for deployment of security guards will be provided by the Employer and all security guards will abide by these SOPs /instructions fully.
- 1.13 Security guards will be directly under the control of the Employer when deployed at the duty premises as per the Employer's requirements.
- 1.14 The Employer shall be advised by the Security Provider to ensure structural security of the premises (such as installation of Cameras, Search Lights, Fencing – where required) and securing of Boundary Wall to avoid any unwanted persons entry.
- 1.15 The security guard(s) will check each individual entering into the premises of the building, and ensure the safety and security of the property and officers at

the Employer's Offices, and avoid engaging in any other activities not falling in their job/duty.

- 1.16 The Employer will extend facilitation in terms of Street Security and provide Umbrella, Chair, Register and Water Cooler for security guards to perform duties outside premises would contribute to high performance of guards.

SECTION 2
SERVICE AND TERMINATION

- 2.1 Each security guard will perform duty on an average of 12 hours per day.
- 2.2 For provision of extra security guards, the Employer will provide notice well in advance.
- 2.3 The Employer has the right to demand additional security guards, if required, on same terms and conditions and the Security Provider shall be obliged to provide additional security guards in the given time-frame.
- 2.4 The Employer may terminate the Contract during the period it is in force, it shall do so either by giving one month advance notice or payment of full month's amount based on last monthly verified invoice, to the Security Provider.

SECTION 3
COMPENSATION SCHEDULE

- 3.1 The Security Provider will be paid monthly remuneration as appended below:-

Sr. No.	Description	Estimated QTY (No.)	Unit Rate Per Month inclusive of all applicable taxes except Punjab Sales Tax on Services (PKR)	Amount (PKR)
01	Ex-Service Man supervisor (Armed)	01		
02	Ex-Service Man Security Guard (Armed)	21		
(A)	Total Amount (per month)=			
(B)	Bid Price (for three years) = (A) x 36 =			
(C)	Punjab Sales Tax on Services @ 16% = (B) x 0.16 =			
(D)	Total Bid Price = (B) +(C) =			

- 3.2 The invoiced amount for each month from the 13th month beyond commencement of the services shall be adjusted as below:

a. From 13th month to 24th month

Adjusted Amount = Invoiced Amount x $\frac{\text{General CPI (National) for 13th month}}{\text{General CPI (National) for the month of commencement date}}$

b. From 25th month to 36th month

Adjusted Amount = Invoiced Amount x $\frac{\text{General CPI (National) for 25th month}}{\text{General CPI (National) for the month of commencement date}}$

Value of CPI General shall be as per Pakistan Bureau of Statistics, Monthly Statistical Bulletin, Government of Pakistan.

- 3.3 The Security Provider shall submit its invoice to the Employer by 1st of each month and the payment shall be made to the Security Provider within 30 days of receipt of the Security Provider's invoice.
- 3.4 The payment shall be made to the Security Provider after deduction of all applicable taxes as per Government Rules/Instructions/Notifications.
- 3.5 Any revision (increase/decrease) in already applicable taxes or levying of new taxes after the date of signing of the Contract shall be paid/reimbursed to or recovered from the Service Provider by the Employer as per actual.
- 3.6 Payment of any other dues that may become applicable will be borne by the Security Provider at no extra cost to the Employer.
- 3.7 Extra ammunition used by the Employer will be charged from him in the monthly invoice.

SECTION 4 **INSPECTION AND DISCIPLINE**

- 4.1 Beside the Security Provider, the Employer will exercise supervision of guards and report any misconduct of guards to the Security Provider for prompt remedial measures.
- 4.2 In case of doubts, the Employer and the Security Provider shall hold joint inquiries to ascertain and apportion blame and responsibility.
- 4.3 Guards will remain in the Security Provider's uniform (duly approved by Government of Pakistan) while on duty.

SECTION 5 **MISCELLANEOUS**

- 5.1 The Security provider will provide telephone and fax of their office to the Employer.
- 5.2 The Employer will provide local telephone/fax facilities to the Security Provider supervisor/guards to contact the Security Provider's Head/Regional Office (Operation Room) as and when required.

- 5.3 The Employer will provide Medical First Aid to guards in time of need.

SECTION 6
CURRENCY OF CONTRACT

- 6.1 This Contract shall be valid for a period of three (03) years unless terminated by the Employer with one month written notice.
- 6.2 This Contract will come into force upon its signing by the Parties. First invoice will correspond to the date of the first group of guards reporting for duty.

SECTION 7
ARBITRATION

- 7.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto.