



MULTAN WASTE MANAGEMENT COMPANY



REQUEST FOR TENDER

Procurement No. 6

HIRING OF SECURITY GUARD SERVICES 2021-22

Including draft Contract

Single Stage Two Envelope

In line with PPRA Rules 2014

RFP Issued on: 18th SEP, 2021

Office Address:

Local Government & Community Development
Government of Punjab.
Building No 275 RB, Ward # XEX, Shams Abad Colony, Near Chungi
No 09, Multan, Pakistan.
Tel: (+92) 061-9330175)

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FOR REFERENCE ONLY



DISCLAIMER

This Request for Tender Document is provided to the recipient solely for use in preparing and submitting applications in connection with bid for Hiring of Security Guard Services. The Request for Tender (RFT) Document is being issued by the MWMC solely for use by prospective bidders in considering this assignment. Neither MWMC, nor their employees make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in other document made available to a person in connection with the tender process for the assignment and shall have no liability for this RFT Document or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Assignment. Neither MWMC nor their representatives will be liable to reimburse or compensate the recipient for any costs nor expenses incurred by the recipient in evaluating or acting upon this RFT Document or otherwise in connection with the Assignment as contemplated herein. MWMC reserves its right, in its full discretion, to modify the RFT and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs nor expenses incurred by the recipient in such an event .

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Invitation for Bids

Dated: 18th SEP, 2021

1. Multan Waste Management Company (MWMC), invites sealed bids from Government registered and approved **Security Agencies** having possession of valid NOC from Interior Ministry/ Home Department (Punjab) for the following;

Sr. #	Description
1.	Hiring Of Security Guard Services F.Y 2021-22

2. Bidding shall be conducted through Open Competitive Bidding (**Single Stage-Two Envelope**) procedures specified in the Rule 38-2-a of PPRA rules 2014, and is open to all eligible bidders as defined in the bidding document.
3. The detailed Tender documents, may be obtained from the office of MWMC immediately after publication of this Tender Notice, after submission of written application in the name of Manager Procurement & Contracts, MWMC at the cost of Rs. 2000/each (Non-Refundable), to be deposited in “The Bank of Punjab (Any Branch)” in the Account titled “Multan Waste Management Company”, A/c # **6580103321400019** during office hours or can be accessed online at www.ppra.punjab.gov.pk, www.mwmc.com.pk. Late bids will be rejected. Bids of only those bidders will be entertained who purchased the tender document.
4. The provisions in the Instructions to Bidders are the provisions of the Bidding Documents.
5. Interested Bidders shall provide their Technical and Financial Bids, with required documents, demonstrating that they have the required qualifications, financial soundness and relevant experience to provide the above-mentioned services. **‘Single Stage Two Envelope’ bidding procedure, shall be adopted as per PPRA Rules, 2014. The Estimated price is Rs.3,431,760/-. The bid must be accompanied with Bid Security of Rs.69,000/- (2% Approx.) in the form of Bank Guarantee/Demand Draft/CDR/Pay Order, in favor of Multan Waste Management Company. The Bid Security is as per PPRA Rule # 27 which states that “The procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the estimated price”. The Bids, without Bid Security, shall be rejected being non-responsive. Bids submitted without bid security shall not be entertained and accordingly declared non-responsive.**
6. **The bids must be received by 11:30 hours in the office of MWMC by registered post/courier or delivered in person on or before 5th October, 2021. The Bids will be opened on the same date at 12:00 hours at the below mentioned address in the presence of bidders or their authorized representatives who choose to attend, with their original CNICs.**
7. The bidders are requested to give their best and final prices as no negotiations are permissible as per PPRA Rules and regulations.
8. Taxes will be deducted as per applicable government rules. **NTN and Sales Tax/ PNTN/ PSTN Registration Certificate** must be provided.

Manager Procurement & Contracts
Multan Waste Management Company (MWMC),
Property No.275/RB, Ward No.X-EX, Shams Abad Colony, Near Chungi
No,09/Water Filtration Plant, Multan.
Tel: 061-9330175
Email: info.procurement@mwmc.com.pk



Part-I

Section I. Instructions to Bidders

A. Introduction

1. **Procuring Agency**
 - 1.1 The Procuring Agency is Multan Waste Management Company.
2. **Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all national/local firms, Companies, human resource service providers (hereinafter called as “Contractors”) as mentioned in Eligibility Criteria.
 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide services for the preparation of the design, specifications, and other documents to be used for the procurement of ‘Security Guard Services’ under this Invitation for Bids.
 - 2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.
 - 2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).
3. **Eligible Services**
 - 3.1 All services to be provided under the contract shall meet the specification of the Services required in the Terms of Reference (TORs).
4. **Cost of Bidding**
 - 4.1 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 Client,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. **Content of Bidding Documents**
 - 5.1 The services required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
 - a) Instructions to Bidders (ITB)
 - b) Bid Data Sheet
 - c) Terms of Reference (TORs)
 - d) Bid Submission Form
 - e) Bid Security Form



- f) Price Schedules
- g) Contract Form
- h) General Conditions of Contract (GCC)
- i) Special Conditions of Contract (SCC)
- j) Bank Guarantee

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Client in writing or by email at the Client's address. The Client will respond in writing to any request for clarification of the bidding documents which it receives no later than **seven (07) days** prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Client's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

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

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Client, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Client shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

9. Documents Comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the services to be supplied by the Bidder are conforming to the requirements in the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services to be supplied, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract.

11.2 Prices indicated on the Price Schedule shall be **inclusive of all applicable taxes**.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.1 above will be solely for the purpose of facilitating the comparison of bids by the Client and will not in any way limit the Client's right to contract on any of the terms offered.

11.4 Prices quoted 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. A bid submitted with an **adjustable price quotation** will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.

12. Bid Currencies

12.1 Prices shall be quoted in **Pak Rupees**.

13. Documents Establishing Bidder's Eligibility and Qualification

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

14. Documents Establishing Services' Eligibility and Conformity to

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, that the specifications of the services are compliant with the specifications as required in the Section III of Part 1 as Terms of Reference (TORs).



Bidding Documents

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Client against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The Bid Security shall be in **PKR** and must be **valid for ninety (120) days beyond the validity of bid.**
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Client as nonresponsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as the successful bidder will furnish performance security.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing of Contract, pursuant to ITB Clause 31, and furnishing the performance security, pursuant to ITB Clause 32.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the sign contract in accordance with ITB Clause 31;
 - or**
 - (ii) to furnish performance security in accordance with ITB Clause 32.

16. Period of Validity of Bids and Duration

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Client, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Client as nonresponsive.
- 16.2 In exceptional circumstances, the Client may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its

bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

16.3 Total duration of assignment is mentioned in the Bid Data Sheet.

17. Format and Signing of Bid

17.1 The Bidder shall prepare an original bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID”.

17.2 The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The bidding procedure shall be **Singe Stage Two Envelope** as per Rule No. 38 (a) of PPRA Rules, 2014. The bidder shall seal the original Technical and Financial bid (separately sealed) into a single envelope. The Bidder shall seal the original bid in envelopes, duly marking the envelopes as “ORIGINAL”.

18.2 The envelopes shall:

(a) be addressed to the Client at the address given in the Bid Data Sheet; and

(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Client will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Client at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Client may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Client and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Client after the deadline for submission of bids prescribed by the Client pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 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 Client prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Client

22.1 The Client will open all bids in the presence of bidders' 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 an attendance sheet evidencing their presence.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Client, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be

rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Client will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Client 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.

24. Preliminary Examination

24.1 The Client will 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.

24.2 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 total price shall be corrected. If the Contractor does not accept 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.

24.3 The Client may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Client will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 15), **Applicable Law** (GCC Clause 24), and **Taxes and Duties** (GCC Clause 26), will be deemed to be a material deviation. The Client's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 24.5 If a bid is not substantially responsive, it will be rejected by the Client and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 25. Qualification & Evaluation of Bids**
- 25.1 The Client will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.
- 25.2 The determination will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Client deems necessary and appropriate.
- 25.3 The Client will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per TORs
- 25.4 The Client's **financial evaluation** of a bid will be on Lowest Evaluated Bid inclusive of all prevailing taxes and duties.
- 26. Contacting the Client**
- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Client on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Client, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Client during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.
- F. Award of Contract**
- 27. Award Criteria**
- 27.1 The Client will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 28. Client's Right to Vary Quantities at Time of Award**
- 28.1 The Client reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity/number of services/personnel originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 29. Client's Right to Accept or Reject All Bids**
- 29.1 The Client reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or

any obligation to inform the Bidder or bidders of the grounds for the Client's action.

30. Notification of Award

30.1 Prior to the expiration of the period of bid validity, the Client will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

30.2 The notification of award will constitute the formation of the Agreement.

30.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 32, the Client will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

31. Issuance of Contract

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

31.2 Within seven (07) days of receipt of the Letter of Acceptance (LOA), the successful Bidder shall send acknowledgment

32. Performance Security

32.1 Within seven (07) days of the receipt of LOA from the Client, the successful Bidder shall furnish the performance security (in the form of Bank Guarantee/ or any other form acceptable to the client) in accordance with the Terms & Conditions of Contract.

32.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 31 or ITB Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Client may make the award to the next lowest evaluated Bidder or call for new bids.

33. Corrupt or Fraudulent Practices

33.1 The Procuring Agency requires that Bidders and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a

contract to the detriment of the Procuring Agency,

(iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, contract.

FOR REFERENCE

Part-I

Section II. Bid Data Sheet

The following specific data for the **HIRING OF SECURITY GUARD SERVICES F.Y 2021-22** shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section-I of Part-I. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Procuring Agency: Multan Waste Management Company, MWMC
ITB 1.1	Name of Contract: Hiring of Security Guard Services 2021-22
ITB 4.1	Name of Client: Multan Waste Management Company, MWMC
ITB 6.1	For clarification purposes, the Client's address is: <p style="text-align: center;">Manager Procurement & Contracts Multan Waste Management Company (MWMC), Property No.275/RB, Ward No.X-EX, Shams Abad Colony, Near Chungi No,09/ Water Filtration Plant, Multan. Tel: 061-9330175</p> <p>Email: _____</p> Requests for clarification shall be received by the Client no Later than 07 days prior to submission deadline
ITB 8.1	Language of the bid – English

Bid Price and Currency	
ITB 11.4	The price shall be in Pak Rupees and shall be fixed and inclusive of all applicable taxes in Pakistan.

Preparation and Submission of Bids	
ITB 13	<p>ELIGIBILITY CRITERIA:</p> <p>The applicants fulfilling the following basic eligibility requirement shall only be considered for further evaluation (relevant documents to be attached)</p> <ol style="list-style-type: none"> a) Only Government registered and approved Security Agencies having possession of valid NOC from Interior Ministry/ Home Department (Punjab) are eligible to apply for the Tender. b) The Security Agency must be registered with Federal/Provincial Govt. Home dept. c) The firm must be a member of All Pakistan Security Agency Association (APSAA) d) The Applicant must give details about Legal Status of the Firm/Company- Certificate of incorporation/registration under Laws must be provided.

	<p>e) Affidavit/ Undertaking for Correctness of Information, Declaration of non-involvement in litigation / black listing and Compliance to the specifications, conditions and provision of required Security Guards services to MWMC on the defined time lines as mentioned in Terms of Reference of this bidding Document/ Work Order issued (to be provided on non-judicial stamp paper of Rs. 100)(Format Annexed at P# 25)</p> <p>f) Proof of Valid NTN Certificate</p> <p>g) Proof of valid GST Registration / PST Registration.</p> <p>h) Proof of Firm/ Company registration with Social Security/PESSI & EOBI.</p> <p>i) Proof of relevant experience (Minimum three experiences are required). Attach 3 experiences or work completion certificates.</p> <p>j) Statement of the bidder's bank account in the name of business duly issued and certified by the bank for a period from July 01, 2020 to June 30, 2021 with minimum average closing balance of Rs. 300,000 or valid or unutilized credit facility of the same amount</p> <p>k) Bid Security to be attached with Technical Bid.</p> <p>l) Signed and stamped bid documents issued by MWMC along with Technical Bid.</p> <p>Financial Proposals of only Technically Qualified Bidders will be opened. The Criteria for Financial Evaluation will be <u>Lowest Evaluated</u>, i.e., technically qualified bidder who quoted the Lowest Rates (subject to fulfillment of all required conditions of bidding document & PPRA Rules, 2014).</p> <p>AWARD OF CONTRACT: All bids will be evaluated on basis of above given evaluation criteria and the bidders who do not fulfill above mentioned evaluation criteria will be considered as technically non-responsive bidders and will not be taken into consideration for Financial Evaluation. However technically qualified bidders (Responsive to Evaluation Criteria) will be considered as responsive bidder, and among technically responsive and qualified bidders, the bidder with <u>lowest rates</u> will be awarded the contract (subject to fulfillment of all required conditions of bidding document & PPRA Rules, 2014).</p>
ITB 15.1	<p>Amount of Bid Security: Rs. 69,000/-</p> <p>Bid Security shall be in the prescribed format, Bank Guarantee/Demand Draft/CDR</p>
ITB 16.1	<p>Bid Validity Period: 120 days after the date of opening of bid.</p>
ITB 16.3	<p>Duration of Contract: 30 June 2022 further extendable subject to 15 % +- variation</p>
ITB 17.1	<p>Number of Bids: (01) One Original</p>
ITB 18.2 (a)	<p>Address for Bid Submission:</p> <p style="text-align: center;">Manager Procurement & Contracts Multan Waste Management Company (MWMC), Property No.275/RB, Ward No.X-EX, Shams Abad Colony, Near Chungi No,09/ Water Filtration Plant, Multan. Tel: 061-9330175 Email: info.procurement@mwmc.com.pk</p>

ITB 18.2 (b)	ITB Title and Number: Hiring of Security Guard Services
ITB 19.1	Deadline for Bid Submission: 5th October, 2021 11:30 AM
ITB 22.1	Time, Date, and Place for Bid Opening: 12:00 PM, 5th October, 2021 MWMC Meeting Room

Bid Evaluation	
ITB 25.3	Criteria for bid evaluation: Lowest Cost offered by the qualified responsive bidder

Contract Award	
ITB 28.1	Percentage for increase or decrease: 15 % of total contract value

FOR REFERENCE ONLY



Part-I - Section III.
Terms of Reference (TORs)
SECURITY GUARD SERVICES

Sr. No.	Description	No.	Characteristics
1	Security Guard	10	<ul style="list-style-type: none"> ▪ Age 25- 58 Years ▪ Height 5- 4” minimum ▪ Education Minimum High Middle School or above ▪ Medically Fit ▪ Weapon handling Experience ▪ Min 3 Years’ experience as Security Guard

1. The provision of services shall be as per schedule provided by Admin Department MWMC.
2. Services to be provided as required (**Need Based Deployment**) and within the time period determined by the Client. The successful bidder will be required to give satisfactory assurance of its ability and intention to supply the services pursuant to the Contract, within the time set forth therein.
3. Any delay in services provision or non-conformation to the Terms of Reference (TORs) set out in bidding documents/contract agreement or requirements by the client or misconduct/unsatisfactory performance by the deployed security guards may be liable to a penalty of minimum 0.1% to maximum 10% of the total Contract Value.
4. The Bidder is required to guarantee the payment of Minimum Wage Rate for relevant category to the security guard/worker as per prevailing labor laws.
5. The SOPs/ Plan to give relief to staff on account of leave/ sickness & holidays etc. shall be borne, managed and provided by the contractor. The Client in any case, requires an un-interrupted deployment/ substitute deployment of the security guards.
6. Deduction/Penalties imposed by the client for misconduct or unsatisfactory performance of the security staff shall be borne by the contractor. The amount of penalties shall be deducted from the monthly bills.
7. The contractor, in case of any theft will pay the amount to the extent of responsibility fixed on him, by the client, which shall be deemed as final.
8. Payment shall be made monthly to the contractor and no advance payment shall be made.
9. The contractor will be responsible and accountable for the behavioral conduct, illegal, immoral or criminal activities of deployed security guards.
10. The contractor shall ensure that all the weapons, provided to the deployed security guards for the services, are in good condition.

11. All the deployed security guards must remain in a neat & clean uniform and the provision of uniform to the deployed security guards shall be the responsibility of the contractor.
12. Any change/replacement in the security guards shall be made after the consultation and approval of the client administration.
13. Only those security guards will be deployed who will be declared as medically fit by the contractor. Medical Fitness certificate (not older than three months from the date of deployment) must be attached at the time of deployment/ replacement of security guards.
14. The contractor shall be bound to comply the instructions issued by Administration of Client, regarding maintenance of Security.
15. The deployed security guards shall possess the following;
 - a. CNIC
 - b. Company ID Card
 - c. Authority Letter for Carrying weapon
 - d. Weapon license (if required)
 - e. Weapon/ hand held detector
 - f. Whistle & Torch
 - g. Umbrellas for sunny places
16. In case of use/ misuse of the weapons and any carelessness showed by the security guards, the contractor shall be held responsible
17. The contractor shall provide 02 passport size photographs and copy of CNIC, duly attested by the in-charge of the concerned security firm, of all deputed security guards for Client record.
18. The record and attendance shall be maintained by the Admin/HR department of the Client.
19. Contractor will be responsible to have full insurance cover for his deployed staff for loss of life or any kind of injury, during deployment. Proof of Insurance cover must be provided before signing of Contract.
20. The deployment shall be for 08 hours working shift in a day and 7 days in a week.
21. The client reserves the right to waive off/relax or impose condition which deem necessary at any stage of contract in the best interest of client, without explaining any reason.

Mandatory Documents with Monthly Invoice;

- Commercial and PRA Invoices
- Attendance Summary sheet
- Verified Location wise detailed attendance sheets
- Proof of transfer of salary to the security staff
- Proof of PESSI, EOBI and Group Life Insurance (As per actual attendance and deployed security personnel).

Section IV. Bidding Forms

1. Bid Submission Form

Date: _____

No: _____

To
[Client Address]

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for, **HIRING OF SECURITY GUARD SERVICES** in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank/CDR or any other form acceptable to the client in a sum equivalent to **05%** of the Contract Price for the due performance of the Contract, in the form prescribed by the Client.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening under Clause 16 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



2. Price Schedules

Sr. No.	Description	No. of Workers	Service Period (Months)	Monthly Salary Including Management Cost, EOBI, Social Security, GLI & All Applicable Taxes (Rs.)	Total Cost (Rs.)
		A	B	D	E= AxBxD
1	Security Guards	10	12		

1. The total Bid Price shall include all **Applicable Taxes & Duties and Charges** for the services to be provided under the Contract.
2. The rate shall be quoted for all services category (civilian personnel and ex-service men personnel) and contract will be awarded on composite rate basis.
3. In case of discrepancy between Rates per Unit and total Rates, the Rates per Unit shall prevail.
4. Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation.

BID SECURITY FORM

The Total Bid Security amounting to Rs. _____ (Rupees _____ only) in shape of “Call Deposit Receipt” of the Bank (Name) _____ is attached in accordance with Clause 15 of the Instructions to Bidders. The enclosed CDR number is _____.

Signature of Bidder _____

FOR REFERENCE ONLY

GENERAL PARTICULARS OF APPLYING CONTRACTOR

Firm's Information	
Name of Firm/Company	
Complete Postal Address	
Phone	
Contact Person / Designation	
Mobile Number	
E-Mail	
Fax Number	
Type of Organization	
Place of Incorporation/Registration	
Year of Incorporation/Registration	
Validity	
National Tax Number	

FOR REFERENCE ONLY

AFFIDAVIT FOR CORRECTNESS OF INFORMATION

AND

DECLARATION FOR NON-INVOLVEMENT IN ANY LITIGATION/BLACKLISTING

(To be printed on PKR 100 Stamp Paper)

Name of Firm: _____

I/we, the undersigned, do hereby certify that all the statements made in the Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Purchaser, at any time, deems it necessary.

I/we hereby further declare that we are not involved in any litigation / arbitration / black listing by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

This is to further certify that we shall comply to the specifications, conditions and ensure availability of required items on the defined time lines as mentioned in Terms of Reference/Technical Specifications of this bidding Document

The undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by **Multan Waste Management Company (MWMC)** deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of MWMC.

MWMC, undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer: _____

Name of Firm: _____

Date: _____

Part-II
Section I. Contract Forms (DRAFT)
1. Contract Form

THIS CONTRACT (“Contract”) is entered on _____, by and between, on one hand; _____, (“the Client”) and on the other hand; _____ (“the Contractor”), for a total Value of _____/-

WHEREAS, the Client wishes to have the Contractor to perform “_____” (“the services”)

WHEREAS, the Contractor is willing to perform “_____”

The Contract has following Annexures;

1. Annexure-A: TORs
2. Annexure-B: Special Conditions of Contract
3. Annexure-C: Letter of Acceptance

NOW THEREFORE THE PARTIES hereby agree as follows:

In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to supply therein in conformity in all respects with the provisions of the Contract

4. The Client hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS, whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Client)

Signed, sealed, delivered by _____ the _____ (for the Contractor)



Part-II

Section II. General Conditions of Contract

- 1. Services**
- (i) The Contractor shall perform the services specified in Annex A, “TORs,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Service Firm shall arrange to deploy the security guards **within 07 days** and depute its manpower in accordance with the requirements of the MWMC in the designated/assigned areas.

2. Term The Contractor shall perform the Services commencing from till June 30 2022.

3. Payment A. Service Based

For Services rendered pursuant to Part-1-Section III of Bidding Documents, the Client shall pay the Contractor an amount not to exceed ----- inclusive of all applicable taxes for the whole contract period.

In addition, MWMC will not compensate/reimburse the Contractor for other expenses, in connection with the activities to be carried out under the Contract.

Payment shall be made via crossed cheque in favor of the Contractor upon submission of invoice and verification/acceptance of services. All payments shall be subject to taxes and duties, including any amendments thereto, as applicable in Pakistan for the duration of the Contract.

4. Project Administration Coordinator

The Client designates Sr. Manager HR & Admin/ Manager Admin as Client's **Coordinator**; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of services rendered and of other deliverables by the Client and for receiving and verifying invoices for the payment.

5. Performance Standards

The Contractor undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Contractor shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

By entering into this Contract, the Contractor declares and confirms the non-existence of any conflict of interest or other legal hindrance which could potentially result in the inability of the Contractor to enter said Contract as of the date mentioned herein.



The Contractor further declares and agrees to intimate any subsequent condition or legal matter which could potentially restrain him from properly performing his duties and obligations as laid down herein for any reason whatsoever till the complete execution of the Contract.

- 6. Confidentiality** The Contractor shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Insurance** The Contractor shall take out and maintain at its own cost but on the terms and conditions approved by MWMC, Life /Health EOBI & PESSI Insurances of all its employees against the risks and the contractor shall provide evidence to the MWMC showing that such insurances have been taken out and maintained, and that the current premium thereof have been paid. The Contractor shall ensure that such insurances are in place prior to commencement of the services/ before signing of Contract. Contractor will be responsible to have full insurance cover for his deployed staff for loss of life or any kind of injury, during deployment.
- 8. Assignment** The Contractor shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 9. Law Governing Contract and Language** The Contract shall be governed by the laws of *Government of Pakistan*, and the language of the Contract shall be *English*.
- 10. Dispute Resolution** Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties within 14 days of coming into notice of the same, shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time.
- 11. Force Majeure** The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events including regulatory or legislative actions materially affecting the ability to meet the obligations under this Agreement, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the contractor or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations



of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include inability to perform due to lack of skills, expertise required under the Agreement.

12. Termination of Contract

In case of any material breach of contract, the client may terminate the contract after giving 30 days' written notice to the contractor. The Client shall not be liable for any payment after the serving of termination notice to the consultant.

12. Notices

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The MWMC:

Manager Procurement & Contracts

Multan Waste Management Company (MWMC),

Property No.275/RB, Ward No.X-EX, Shams Abad Colony, Near Chungi No,09/Water Filtration Plant, Multan.

Tel: 061-9330175

Email:

To: The Contractor:

_____ or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF CLIENT

Signed by: _____

Signed by: _____

Designation: _____

Designation: _____

(Seal)

(Seal)

Witness:

Witness:

Signed by: _____

Signed by: _____



Part-II

Section III. 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

The Client is: MWMC

The Contractor is: [Detail]

2. Performance Security

The amount of performance security, as a percentage of the Contract Price, shall be **05%** (five per cent of the contract price in the form of Bank Guarantee/CDR or any other Form acceptable to the client, which shall remain valid for entire agreement period.)

3. Examination of Services

- i) Confirmation of deputed workforce with required TORs/ specifications and standards as described in the Bidding Document.
- ii) The service shall be delivered as per instructions of Admin Department of MWMC.

4. Payment

1. The method and conditions of payment to be made to the Contractor under this Contract shall be made in Pak. Rupees per PPRA Laws which is within 30 days after the certification of Invoice. (The contractor shall be required to submit proof of payment to workers, made through proper banking channel, along with the bills of any particular month).
2. Disbursement of Salaries to the Workforce by the Contractor shall not be linked to any other payment which Contractor is entitled to receive from the Client.
3. The provision of the said services shall NOT be linked to any other payment which the Contractor may be entitled to receive from the Client
4. In case of any mala fide, deceptive and fraudulent tactics used in delaying/suspension of the said Services the Client reserves the right to forfeit Performance Security and takes necessary Legal Action against the Contractor.

5. Prices

Prices shall be: Fixed.

6. Liquidated Damages

0.1% of the contract price of the services in delay/non-conformation to the Terms of Reference (TORs) set out in bidding documents/contract agreement or requirements by the client or misconduct/unsatisfactory performance by the deployed security guards – per day or part thereof Not to exceed an aggregate 10% of the total contract price stated in the Letter of Acceptance issued by the Client.

7. Resolution of Disputes

The dispute resolution mechanism to be applied pursuant to shall be as follows:

In the case of a dispute between the Client and the Contractor, the dispute shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

15. Governing Language

The Governing Language shall be: English.

16. Applicable Law

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

17. Notices

Client’s address for notice purposes:

CEO, MWMC

Contractors Address for Notice Purpose





**(FORM OF BANK GUARANTEE)
PERFORMANCE GUARANTEE**

To: _____

Whereas _____ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee/CDR by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of Contract Completion in accordance with Rule 05 of Contract agreement.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

