



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
Zonal Office, Wireless Compound,
Opp: JPMC, Rafiquee Shaheed Road, Karachi
www.pta.gov.pk

"SAY NO TO CORRUPTION"

INVITATION TO BID

For Hiring of Security Services at PTA Zonal Office Karachi

Pakistan Telecommunication Authority a Government Telecom Regulator invites sealed bids from the reputable Security Guards Firms registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for provision of **Security Services** at PTA Zonal Office Karachi.

2. Bidding documents containing detailed terms and conditions etc. are available at the office of undersigned. The price of the bidding documents is Rs. 500/- (Cash/ pay order in favor of PTA). Bidding documents can also be downloaded from www.pta.gov.pk free of cost.
3. The bids prepared in accordance with the instructions in the bidding documents, must reach at PTA Zonal Office, Wireless Compound, Opp: JPMC, Rafiquee Shaheed Road, Karachi on or before **14-03-2017** by **11:00 AM**. Bids will be opened on the same day at **11:30 AM**. This advertisement is also available on PPRA website at www.ppra.org.pk.

Director (Enforcement)
Zonal Office, Karachi. Ph: 021-35680101, Fax: 021-35680640
Email Address: akhlaqhussain@pta.gov.pk

14cm x 2col

TENDER DOCUMENTS

Prequalification of Security Companies for Provision of Security Guard Services at PTA Zonal Office Karachi

1. PTA Zonal Office Karachi intends to hire the services of a well reputed Security Company for provision of security services at PTA Zonal Office located at PTA Zonal Office, Wireless Compound, Opp. JPMC, Rafiqi Shaheed Road, Karachi for a period of three (03) years renewable on yearly basis as per detail given below:

Place	Supervisor 1st Shift (12 Hours)	Guard 1st Shift (12 Hours)	Guard 2nd Shift (12 Hours)	Total
PTA Zonal Office Karachi	1	2	2	5

2. The services will be hired according to PPRA Single stage – two envelop procedure.
3. Salient of single stage – two envelop procedure are enumerated below:-
- a. The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
 - b. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - c. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
 - d. The envelope marked as “FINANCIAL, PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
 - e. PTA Zonal Office Karachi will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
 - f. During the technical evaluation no amendments in the technical proposal shall be permitted;
 - g. The financial proposals of technically qualified bids will be opened publicly at a time, date and venue announced and communicated to the bidders.
 - h. After the evaluation and approval of the technical proposal, PTA Zonal Office Karachi shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders; and
 - i. The bid found with the lowest evaluated financial bid shall be accepted.

4. **Mandatory Requirements:**

- a) All bids shall be evaluated on the basis of mandatory requirements which must be fulfilled for technical evaluation of the tender documents. Failing to meet any one of the mandatory requirements shall result into disqualification of the bidder. The bidders must furnish documentary evidence for following mandatory requirements:

Particulars	
i.	Registration with SECP as private limited company/Registered Firms (Documentary evidence mandatory)
ii.	NOC from Ministry of Interior for running security company
iii.	Valid license from Government of Sindh to operate as private security company in Sindh
iv.	National Tax Number (NTN) Certificate of FBR
v.	Sales Tax Registration Certificate from concerned Govt. Office
vi.	Copy of Annual Audited Accounts of Last Financial Year filed with SECP
vii.	Copy of Latest Annual Tax Returns filed with FBR
viii.	Certificate of Registration with Old Age Benefit Institute (EOBI) and SESSI
ix.	Certificate of Membership with All Pakistan Security Agencies Association (APSAA) and latest renewal for 2016-17
x.	Company Profile covering all the required technical details as per <u>Annex-A</u> of this document
xi.	Details of important clients and its retention ratio

- b) Affidavit on Rs.100/- judicial stamp paper that the firm has not been black listed by any Government / Semi Government organization.
- c) Certificate of financial soundness from a scheduled bank.
- d) Bankers Cheque / bank draft of 2% of total quoted price for the first year shall accompany the financial proposal as Bid Security/ Earnest money. Technical proposal must contain a certificate regarding attachment of earnest money along with financial bid. Failing to do so may result into disqualification.
- e) Deployment of at least 1000 security guards in Pakistan. A certificate to this effect will be furnished along with details of deployment. (Facts will be verified).
- f) A certificate to the effect that all security guards are paid monthly wages, not less than the minimum wages fixed by the government of Pakistan from time to time. Any violation at any stage in this regard will render the security company ineligible to work with PTA Zonal Office Karachi.
- g) The bid prices shall not be in violation of minimum wages set by the Government of Pakistan, otherwise PTA Zonal Office Karachi has the right to reject any such bid or bids.
- h) Performance certificates from major clients (Multinational Companies, Banks, Embassies and 5-Star Hotels only) where your security company has been providing security services since last two years.
- i) The company should have licenses of automatic weapons and will provide at least 2 automatic weapons along with other weapons. (include valid documentary evidences)

j) Affidavit that the documents/facts/details/information submitted to PTA are true and liable to be rejected if proven false and in that case legal action is also liable on that company (on judicial stamp paper of Rs. 100)

4. Based on the record/documentary evidence submitted by the bidders, each bidder shall be evaluated as per the Technical Evaluation Criteria at Annex-A. Threshold for qualifying for financial evaluation shall be 70%. Financially lowest bidder shall be considered for award of contract.

5. If two or more bidders quote the same price in financial proposal, then the contract will be awarded to the one with highest marks in technical evaluation.

6. Salaries, perks, privileges and work hours of the guards will be governed strictly according to the government rules / regulations.

7. Compulsory remittance of EOBI, ESSI and insurance premium against each individual. Evidence of remittance of insurance premium should be submitted to PTA on award of security contract.

8. The company will be responsible to get each guard medically examined by a registered medical practitioner and provide medical fitness certificate. Similarly, the company shall provide character certificate (endorsed by local police station) of each guard with verified antecedents.

9. Guards provided by the company should not be less than 25 years and not more than 45 years of age. Bulky/overweight persons will not be accepted.

10. The guards should be trained and capable enough to handle the situation including but not limited to bomb blast, earthquakes and events of fire etc.

11. Each guard shall perform duty on an average of 12 hours per day during the month. The guard will be entitled for 02 days leave in a month through a reliever provided by Security Company at no extra cost to PTA.

12. The company will provide a hand held metal detector and a vehicle search mirror at the location(s) given at para-1 above.

13. The successful bidder will have to provide either ex-servicemen or young energetic and trained civilian fully equipped and conversant with security performance and other requirements as mentioned in the security agreement.

14. During the contract, the firm will provide Security Guard Services as per terms and conditions, to be settled later on in the shape of contract agreement with PTA Zonal Office Karachi.

15. An agreement will be made between PTA and contractor on judicial stamp paper of worth of Rs. 100/-.

16. Availability of additional guards (if so required) will be ensured within 24 hours.

17. Interested Security Companies may forward their proposals as per above instructions to the undersigned latest by **14-03-2017 at 1100 hrs.**

18. PTA Zonal Office Karachi reserves the right to accept or reject the tender without assigning any reason as per PPRA rules.

19. **Bid Validity.** Bids shall remain valid for 90 days after the date of tender opening. Earnest money will be returned to the unsuccessful bidders not later than expiry of the Bids.

20. **Contract Agreement:** All terms and conditions laid down herein shall be part and parcel of the contract agreement, in case of failure to adhere with terms and conditions laid down in contract agreement, PTA reserves the right to cancel the agreement with or without giving notice (depending on nature of violation of contract agreement) and forfeit Security Deposit/Performance Bond and any amount due towards Security Company.

21. **Alteration/Modification of Agreement:** The Security Company shall reproduce draft agreement provided by PTA on stamp paper with stamps affixed of Rupees One Hundred. The Security Company shall not alter/add/delete any article, clause or chapter of the draft agreement. However, Security Company may rephrase any clause or chapter with the consent of PTA for purpose of clarity, legality, or otherwise except where scope of work, terms and condition and service charges is not adversely affected against PTA.

Annex-A

TECHNCIAL EVALUATION CRITERIA FOR HIRING OF SECURITY GUARD SERVICES

Criteria	Max. Marks
a) Performance Profile Performance Certificates from Major Clients (Multinational Corporations / Embassies / Banks / 5- Star Hotels) who had extended Security Guard Services agreements on the basis of Performance: - (02 Mark each)	30
b) Experience of the company ____ years (1 Mark for each year)	15
c) Training of guards (Firing Range etc) i. State of the Art own Training Facility (10 Marks) ii. Others (05 Marks)	10
d) Centralized 24/7 Control Center for Monitoring of Security Services i. Yes(05 Marks) ii. No (0 Marks)	05
e) Armed Mobile Response Unit(s), in case of emergencies: i. More than five mobile units (05 Marks) ii. Less than five mobile units (03 Marks) iii. No Mobile Units (0 Marks)	05
f) Training of security guards for fire extinguishing / fire fighting, in the event of fire (provide certificates of training sessions) i. Yes (05 Marks) ii. No (0 Marks)	05
g) Company's welfare policies for its Guards: i. Health Cover, Pension and Life Insurance Policy for Guards (20 Marks) ii. Health Cover and Life Insurance Policy for Guards (15 Marks) iii. Health Cover for Guards OR Life Insurance Policy for Guards (10 Marks) iv. No Policies (0 Marks)	20
h) Company's Assets i. Minimum strength of Security Guards deployed in Pakistan : More than 2000 Guards (10 Marks) ii. Less than 2000 but more than 1000 Guards (5 Marks) iii. Less than 1000 Guards (0 Marks)	10
Total Score	100
Minimum Score to Pass for Financial Evaluation	70

Note: Submission of documentary evidences for each evaluation criteria is mandatory for marks allocation.

Zonal Director
PTA Zonal Office
Karachi.
Ph # 021-35680101

FINANCIAL PROPSAL**Hiring of Security Services for PTA Zonal Office Karachi**

23. The monthly rate / total amount for provision of 01x Supervisor, two guards for day shift and two guards for night shift inclusive of all payable taxes quoted below:

S#	Place	No. of Supervisor	No. of Guards	Amount for 1st Year of Contract		Amount for 2nd Year of Contract		Amount for 3rd Year of Contract	
				Rate	Amount	Rate	Amount	Rate	Amount
1.	PTA Zonal Office Karachi	01	04						
Total		01	04						

Note:

- a. The bid amount should be inclusive of GST.
- b. Attach 2% earnest money of first year bid price along with this bid form in original. Technical proposal must contain a certificate regarding attachment of earnest money along with financial bid, failing to which may result in disqualification.
- c. The successful bidder will be required to deposit a "performance/ bank guarantee" equivalent to two (2) months remuneration of the first year, through a Bankers Cheque / bank draft in favor of PTA within one week of award of contract. The bid security of the successful contractor will be adjusted against the performance guarantee. If the bidder fails to deposit performance/ bank guarantee within one week of the receipt of the letter awarding the job, the same shall be treated as cancelled and the earnest money shall be forfeited.
- d. Performance guarantee shall be released after the expiry of the agreement subject to issuance of NoC by PTA Zonal Office Karachi.

DRAFT AGREEMENT OF SECURITY SERVICES

This agreement is entered into and executed on this day _____ for hiring of Security Guards (Hereinafter referred to as "Security Services").

Between

M/s _____ (Pvt.) Ltd, a company incorporated under the Companies Ordinance 1984 and having its registered office located at _____ (hereinafter called "Security Company" which expression shall include its successor or assignee, etc in interest) of the First Part,

AND

Pakistan Telecommunication Authority, Zonal Office, Karachi (Hereinafter called as **PTA** being the client, which expression shall be deemed to include the "PTA" designated/authorized REPRESENTATIVE and its successor or assignee, etc in the interest) OF THE Second Part, and both the parties collectively are referred to as the "parties".

WHEREAS the First Party has security guards fully trained in the field of security has agreed to provide "security services" to the second party for the persons, moveable / immoveable property(s), office(s) of **PTA Zonal Office located at Karachi** as set out in this Agreement.

1. TERMS OF AGREEMENT

- a. **Period** This contract will remain enforce from _____ 2017 to _____ 2019 for total period of (3) years, renewal / extendable on yearly basis by PTA e subject to mutual consent and satisfactory performance of the security company.
- b. **Execution.** The security company will be bound to execute the instructions/directives of the **PTA**.
- c. **Additional Guards.** In case **PTA** requires additional strength of guards, the security company shall provide the same according to the requirement on the terms as agreed in the agreement on 24 hours notice.
- d. Salaries, perks, privileges and work hours of the guards will be governed strictly according to the government rules / regulations.

2. GUARD SERVICES

The Security Company will be fully responsible to provide satisfactory services at **PTA Zonal Office Karachi**:

- a. **Guards.** Energetic, smart, literate and healthy (only ex-serviceman) with complete uniform fully conversant with the security performance should be deployed at PTA Zonal Office at Karachi in consultation with the security in-charge of the PTA. Guards provided by the company should not be less than 25 years and not more than 45 years of age. Bulky/overweight persons will not be accepted.
- b. **Daily attendance.** Daily attendance will be marked in the register at the point as well as Daily Attendance sheet duly signed for submission to security in-charge of PTA Zonal Office Karachi for audit on monthly basis.

Representative from the security company should randomly (at least eight times a month) monitor the performance of guards as per the terms and conditions and also verify the same on attendance register.

- c. **Awareness of Duty.** That M/s _____ (Pvt.) Ltd will provide and ensure that each guard on duty has received and understood written instructions for basic duties, is dressed in proper UNIFORM of the Security Company and is fully equipped to discharge his duties. Each guard is to be issued at least three new uniforms.
- d. **Alertness.** The Armed Guards will be called “Standing Security Guards” and will remain alert, patrolling and vigilant throughout their duty hours and any mishap will be the responsibility of the Security Company under all circumstances subject to the completion of all legal proceedings as required by law i.e. Joint Board of Inquiry etc.
- e. **Medical Fitness:** The security company will be responsible to get each guard medically examined by a registered medical practitioner and provide medical fitness certificate. Similarly the security company shall also provide character certificates (endorsed by local police station) of each guard with verified antecedents.
- f. **Introduction and Character certificate:** The security company will be responsible to introduce a guard to the in-charge security officer of PTA Zonal Office Karachi before deployment as a substitute along with official deployment letter. The Security company shall provide the character certificate of each guard with verified antecedents.

3. **DEPLOYMENT OF GUARDS**

Security Company will deploy one (01) supervisor and four (04) guards at PTA Zonal Office Karachi i.e. One (01) Supervisor, two (02) Guards in 1st Shift (Day shift) and two (02) Guard in 2nd shift (Night shift).

4. **PAYMENT OF SERVICES CHARGES**

The PTA will pay service charges on monthly basis for the first year of contract as mentioned below to M/s _____ (Pvt.) Ltd by 10th of each month on submission of invoice and PTA shall not be responsible in any manner to pay either in cash or in kind to other than the amount of salary agreed upon in the agreement for the total strength agreed to be employed. Monthly wages of the guards will not be less than the minimum wages fixed by the government of Pakistan from time to time. Any violation at any stage in this regard will render the security company ineligible to work with PTA Zonal Office Karachi.

S/No	Year		Rate
a.	First Year of Agreement	-----x Security Guards (Armed)	Rs. -----per month @----- --- per guard
b.	Second Year of Agreement	-----x Security Guards (Armed)	Rs. -----per month @----- --- per guard
a.	Third Year of Agreement	-----x Security Guards (Armed)	Rs. -----per month @----- --- per guard

5. **PERFORMANCE GUARANTEE**

The successful bidder will be required to deposit a "performance/ bank guarantee" equivalent to two (2) months remuneration of the first year, through a Pay Order/ bank draft in favor of PTA within one week of award of contract. The bid security of the successful contractor will be adjusted against the performances guarantee. If the bidder fails to deposit performance/ bank guarantee within one week of the receipt of the letter awarding the job, the same shall be treated as cancelled and the earnest money shall be forfeited.

6. **OVERTIME**

The **PTA** shall not be responsible for any payment regarding overtime duty of the services provided by M/s _____ (Pvt.) Ltd.

7. Responsibilities of the **GUARD: duties of the Guards include the following:**

- a. **Entry:** Prevention of entry into office premises entrusted in the charge of Security Company of any person not authorized by the **PTA** or any person who lacks proper identification.
- b. **Prevention:** Prevent pilferage of items/equipment/property belonging to **PTA** from the premises of **PTA** placed under charge of Security Company as per written instruction issued by the authorized officer of **PTA**.
- c. **Detrimental:** Inform concerned authorized officer of **PTA** promptly and accurately any occurrence detrimental to the security of **PTA** premises placed under charge of Security Company
- d. **Emergencies:** To take appropriate action in case of emergencies like:
 - (1) Raising of fire alarm and prompt communication to Fire Brigade and officer in-charge of the installation and arrange rescue activities.
 - (2) Forced Entry will be promptly reported to the local police station, in-charge of security at PTA and Control Centre of Security Company Ltd for appropriate actions.
 - (3) Law and Order Situation will be promptly reported to the local police station, in-charge of security at PTA and the Control Office of Security Company for appropriate action. All entry points shall be closed under such a situation.
 - (4) To arrange immediate medical coverage of any person injured in the premises of PTA in case of any incident.
 - (5) To carry out daily checking of all security lights, entry points and locked premises for their effectiveness during off hours.
 - (6) Patrolling/picqueting the installation as per specific written orders/instructions peculiar to the installation prepared by Security Company and approved by PTA.
 - (6) To properly brief the relieving guard about any situation concerning security.

- e. **Protection of PTA personals and Property:** The guards will perform duties including security of PTA personnel, installation, its property and fire fighting (in case of fire).
 - f. **Incident:** It shall be the duty of security guard to take immediate remedial action at the time of any fire incident.
 - g. **Fire Fighting equipment:** It shall be the responsibility of security guards to check up firefighting equipment installed in PTA building/premises and report if found irregularity.
 - h. **Damages:** During the effectiveness of this agreement in case of damage occurred to the property or personnel due to the outbreak of fire or any other eventually caused by the negligence of security guards, the contracting security company will be wholly responsible and liable for paying all the losses occurred to PTA as a result of their negligence, excluding the events of force majeure or Act of God, which will be decided by a committee consisting of both parties.
 - i. **Armourer:** The licensed arms provided to the guards must be examined by a qualified armourer.
 - j. **Leave:** Security guards will be granted two days off per month subject to availability of suitable substitute by the company.
 - k. **Metal Detector:** The company will provide a hand held metal detector and a vehicle search mirror at the location(s) given at para-3 above.
8. **PERSON PERFORMING SERVICES SPECIFIED HEREIN TO BE EMPLOYEES OF Security Company**
- a. The persons employed by Security Company Ltd who perform the services specified in this agreement shall be the employees of Company and shall not at any time attempt to represent such employees or its offices as employees of the PTA. It is understood by the parties hereto that neither the PTA nor any officers of the PTA are concerned with the terms and conditions of employment and that there is not and shall not be any relationship of employer and employee between the staff of PTA and employees. Since Security Company is the employer of all such persons who perform the services specified in this agreement, Security Company shall pay wages to such person and shall control and supervise the work done by them, shall instruct them as to the manner in which the work has to be done by them as may be warranted. The PTA shall not interfere with the right of Security Company Ltd to hire its employee or in the selection or non-selection of any person as its employees subject to the terms contained in Clause – 12 (b) of this agreement.
 - b. If in the opinion of the PTA the presence of any employee of Company of any of his acts of omission or commission are prejudicial to the interests of the PTA to that of any of its officer, the PTA shall inform Company about such employee where upon will take immediate action against such employee by replacing him to the entire satisfaction of the PTA.

9. **INDEMNITY**

- a. Company shall at all times during the specified period of this agreement and thereafter indemnify the **PTA** and its officers against all losses and claims for injuries or damages to any person or property arising thereof or in consequence of this agreement or any of its duties to be performed there under, or any act or omission of any of its employees, and against all claims, demands, proceeding, cost, charges and expense whatsoever in respect thereof or in relation thereto and all litigations, court processes and court cases and all proceedings there under filed or instituted by the personnel employed by Security Company or any of them collectively or individually or by any other party subject to completion of legal proceedings as required by law.
- b. Company shall obtain from all of its employees who are rendering the services specified in this agreement, a declaration that they are and shall remain the employees of Security Company and shall have no obligation of contract with or claim whatsoever against the **PTA** or against any of its officials.

10. **CONFIDENTIALITY**

Security Company shall ensure that all of its employees performing services specified in this agreement shall not at any time during the performance of this agreement or thereafter disclose to any person any information as to the affairs of the **PTA** or its offices and as to any other matter which may come to their knowledge by reasons of the performance of the services specified in the agreement. If in the opinion of the **PTA** there has been any such disclosure the person concerned shall immediately be dismissed from the service.

11. **RESPONSIBILITIES OF SECURITY COMPANY**

- a. In addition to the services to be performed by Security Company as specified above Security Company shall provide at no additional cost to the **PTA** such supervision of its employees as is necessary to adequately fulfill its obligations under the agreement.
- b. Security Company is responsible for ensuring that all its employees performing the services specified in the agreement are physically fit, have no communicable disease and are healthy in all respects to perform duties.
- c. Security Company is an independent contractor and accordingly is fully responsible for any accident or injury to its employees or cause by its employee and agrees that neither the **PTA** nor any of its officers will be held liable for either of the above in any manner.
- d. Company warrants that in the performance of its obligations under this agreement it shall comply fully with the laws applicable to the establishment of **PTA**
- e. The employees of Security Company shall on no account indulge in UNIONISM during the period of this agreement
- f. Security Company is solely responsible for recruitment, discipline and all other service matters of its employee. They will not in any case

communicate with the officials of **PTA** regarding their service matter, which is the sole responsibility of Security Company.

- g. When circumstances warrant, the **PTA** may refuse to accept services from any employees of Company whose work has been found unsatisfactory or not in accordance with the requirements of this agreement. In addition, penalties / actions would be initiated in case of unsatisfactory performances and violations that are or equivalent to the ones highlighted below;
- (i) Amount of Rs.250/- per day per guard will be deducted in case of minor violations like wearing inappropriate dress/ late arrivals/negligence, attending guests during the duty hours, etc. "All fines and penalties will be deducted by PTA from the monthly payments of the Security Company.
 - (ii) Three consecutive violations of same nature on part of an individual will render him unsuitable for performing duties at PTA Zonal Office Karachi.
 - (iii) The company would be served with a warning notice in case of persistent minor violations and non-attendance of complaints. Three consecutive warnings may render the company unsuitable for performing security duties at PTA and PTA Zonal Office Karachi may terminate this agreement.
 - (iv) Violations like offensive behavior that involves scuffling etc will lead to a penalty of up to 5% of the monthly bill. All fines and penalties will be deducted by PTA from the monthly payments of the Security Company.
 - (v) Actions like firing of weapons which are not intended for the purpose of defense and in violation of Security Company's license may lead to cancellation of the agreement besides involving other legal proceedings as required.
- h. The process of recruiting, interviewing and hiring employees of Company including any actions with respect to alleged discrimination of other employment practices are the sole responsibility of Security Company subject to what has been agreed in this agreement.

12. **STATUS OF SECURITY COMPANY**

The security Company i.e. /s_____ (Pvt.) Ltd is a bonafide limited company working for its own account and acknowledges that this agreement does not confer upon it, or upon any individual employed by it, the status of any employee of the **PTA Zonal Office, Karachi** or that of any of its officers nor grants it, or any individual employed by it, any benefits not specifically provided for herein.

13. **SECURITY**

The Security clearance of all the employees of Security Company who are assigned to provide services under this agreement shall be the responsibility of M/s_____ (Pvt.) Ltd.

14. **TAXES**

Company shall be responsible to pay all the taxes required under relevant laws and for any necessary withholding of taxes from the salaries of employees of Security Company. PTA will not pay any additional amount during contract period.

15. **RESTRICTION OF ASSIGNMENTS TAKE OVER (Sublet of agreement)**

- a. M/s _____ Security Company Ltd 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 Company shall entitle the **PTA** to terminate this agreement forthwith.
- b. If Security Company shall make any arrangement with or assignment in favour of its creditors, or amalgamates with any other concern or is taken over, **PTA** shall be entitled to terminate this agreement forthwith upon notice.

16. **DISPUTES**

All questions, disputes, controversies arising directly or consequent to this agreement except matters, which are the sole discretion of **PTA** under the terms of this agreement, shall be settled by mutual negotiations. Should such negotiations fail, the matter, as specified herein before subject to said exception shall be referred to arbitration by two arbitrators, one to be appointed by Security Company and the other by **PTA** and on their recommendations the third arbitrator will be appointed, to decide whose decision shall be final and binding and not challengeable in law.

17. **EFFECT OF AGREEMENT**

This agreement embodies the entire understanding of the parties hereto on this subject and there are no commitments, terms, conditions or obligation, oral or written, express or implied other than those contained therein.

18. **TERMINATION OF AGREEMENT**

If M/s _____ (Pvt.) Ltd. breaches any terms and conditions laid down in this agreement and if such breach is not cured within thirty (30) days after receiving written notice from PTA Zonal Office Karachi specifying such breach in reasonable detail, PTA Zonal Office Karachi shall have the right to terminate this agreement by giving written notice thereof to the company, which termination shall go into effect immediately on receipt.

- a. This contract agreement has taken place w.e.f _____ 2017 and will be in force for the period of three (03) years. (this agreement will be renewed every year subject to satisfactory performance of security company).
- b. Both parties have rights to terminate the contract on one month advance notice. In case the services are terminated without notice, second party will have to make the payment equivalent to one month's salaries of the guards.

19. **MODIFICATION OF AGREEMENT**

Any amendment or modification of this agreement or additional obligation assumed by any of the party will be enforced only after mutual agreement of both the parties. **No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.**

20. **GOVERNING LAW**

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day of _____.

Signed on behalf of

M/s _____ (Pvt.) Ltd

(Zonal Director) for
PTA Zonal Office, Karachi

Witness 1: _____

Witness 1: _____

Witness 2: _____

Witness 2: _____