



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
www.pta.gov.pk

INVITATION TO BID

For Hiring of Security Services at PTA Regional Office Faisalabad

Pakistan Telecommunication Authority (PTA), Regional Office Faisalabad invites sealed bids from well-reputed, experienced and license holding private Security Companies/firms registered with Income Tax & Sale Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue (FBR) and Punjab Revenue Authority (PRA) for provision of Security Services to PTA Regional Office Faisalabad for a period of three (3) years.

Bidding documents, containing detailed terms and conditions, etc. are available at PTA Regional Office Faisalabad. Price of the bidding documents is Rs.500/- (non-refundable in form of pay order in favor of PTA). Bidding documents can also be downloaded from www.pta.gov.pk free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA Regional Office, Faisalabad on or before 24th February, 2022 at 11:00 am. Technical Bids will be opened the same day at 11:30 AM. This advertisement is available on PPRA website at www.ppra.org.pk

Abbas Khan, Regional Head

PTA Regional Office, 272-D, Khawaja Islam
Road Peoples Colony No. 1, Faisalabad
Tel: 041-8530092, Fax: 041-8530093
Email: Faisalabad@pta.gov.pk

BIDDING DOCUMENT

For Provisioning of Security Services at PTA Regional Office Faisalabad

1. Pakistan Telecommunication Authority (PTA), Regional Office Faisalabad invites sealed bids from well reputed, experienced and license holding private Security Companies/firms registered with SECP/ Registrar of Firms and Income Tax & Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue (FBR) for income tax and Punjab Revenue Authority (PRA) for sales tax for provision of security services to PTA Regional Office Faisalabad for a period of three (03) years as per detail given below:-

Place	1 st Shift (08 hrs)	2 nd Shift (08 hrs)	3 rd Shift (08 hrs)	Total
PTA Regional Office 272-D, Khawaja Islam Road, Peoples Colony No. 1, Faisalabad	(0600 hrs to 1400 hrs) 1x Guard	(1400 hrs to 2200 hrs) 1x Guard	(2200 hrs to 0600 hrs) 1x Guard	3x Guards

**Duly armed with Semi-Automatic Weapon*

2. Save as otherwise provided, Single Stage – Two Envelop Procedure as per Rule 36 (b) of Public Procurement (PP) Rules, 2004.

3. **Salient features of Single Stage – Two Envelop Procedure are enumerated below:-**

- a. The bid shall comprise a **single package** containing **two separate envelopes**. Each envelope shall contain separately the "**Technical Proposal**" and the "**Financial Proposal**";
- b. The envelopes shall be marked as "**TECHNICAL PROPOSAL**" and "**FINANCIAL 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 PTA Regional Office Faisalabad without being opened;
- e. PTA Regional Office Faisalabad shall evaluate the Technical Proposal first in the manner prescribed in these bidding documents, without reference to the price and reject any proposal which does not conform to the specified/mandatory requirements under this Bid document;

- 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 in advance.
- h. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders;
- i. The bid found to be the **most advantageous bid**, as defined under Rule 2 (h) of PP Rules, 2004, shall be accepted for award of Contract.

4. Mandatory Requirements: -

All bids shall be evaluated on the basis of mandatory requirements at first stage of technical evaluation. Failing to meet any one of the mandatory requirements shall result into disqualification of the bid. Bidders meeting the mandatory requirements shall be evaluated further as per the evaluation criteria as per Annex-A. The bidders must furnish documentary evidence for following mandatory requirements: -

- (a) Registration with SECP as Private Limited Company/Registrar of Firms
- (b) NOC from Ministry of Interior for running Security Company.
- (c) Valid license from Government of Pakistan/ Punjab to operate as private security Company in Pakistan/ Punjab.
- (d) National Tax Number (NTN) Certificate of FBR
- (e) Sales Tax Registration Certificate from Punjab Revenue Authority (PRA)
- (f) The Security Company shall be on active tax payers list of FBR for income tax and PRA for sales tax .
- (g) Copy of Latest **Annual Tax Returns** filed with FBR.
- (h) Certificate of Membership with All Pakistan Security Agencies Association (**APSAA**) and latest renewal for 2022 (if available).
- (i) **Company/ firm Profile** covering all the required technical details as per Annex-A of this document.
- (j) Certificate of **bank account maintenance** from a scheduled bank.
- (k) Certificate of Registration with Old Age Benefit Institute (**EOBI**) and Employees Social Security Institution (ESSI) Affidavit, on non-judicial **stamp paper**, that the firm has not been black-listed by any Government/Semi Government organization, company or autonomous body.

- (l) Pay Order/Bank Draft of Rs.100,000/-shall accompany the Technical Proposal as Bid Security.
- (m) Deployment of **at least 500 security guards** in Pakistan. A Certificate to this effect will be furnished along with details of deployment (Facts may be verified by the Zonal Purchase Committee (PTA) through provided clients list).
- (n) A **Certificate** to the effect that all Security Guards are paid monthly wages, not less than the minimum wages fixed by the Government of Punjab from time to time. Any violation at any stage in this regard will render the security company ineligible to work with PTA Regional Office Faisalabad.
- (o) At least **3 x Good Performance Certificates** from major clients (Multinational Public & Private Companies, Banks, Embassies and 5-Star Hotels only) where your security company had provided security services.
- (p) The company should have licenses of automatic/semi-automatic weapons and will provide at least 1 x automatic/Semi-Automatic weapons along with other weapons (**include valid documentary evidences**).
- (q) **Affidavit on non-judicial stamp paper** that the documents/facts/details/information submitted to PTA are true and liable to be rejected if proven false, and in that case entire expense on legal proceedings shall be borne by the company and /agreement shall be terminated.
- (r) Detail list of **important clients**

Note: All *supporting documents* must be attached with *technical proposal* to qualify.

Evaluation

5. 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 financial evaluation shall be **70%**. The bid, which has met the mandatory requirements, secured minimum 70% marks in technical evaluation, found substantially responsive to the terms and conditions as set out in these bidding documents and evaluated as the highest ranked bid on the basis of cost thereof, shall be declared as the **most advantageous bid** and shall be considered for award of contract.

6. 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.

8. Salaries, perks, privileges and work hours of the guards will be governed strictly according to the Government's rules/regulations. Security Company is obliged to pay the security

guards the minimum wages set by the Government of Punjab from time to time. PTA would not bear any additional cost on account of enhancement in this regard.

9. **Payment:** Payment to the Contractor shall be linked with active taxpayer status. If the Contractor is not in ATL, no payment shall be made until the Contractor appears on ATL of FBR and PRA. In this regard, reference is made to Regulation 2 of Eligible Bidders (Tax Compliance) Regulations, 2015 of PPRA.

10. Compulsory remittance of Employees Old-Age Benefit Institution (EOBI), Employees Social Security Institution (ESSI) and insurance premium against each individual is the responsibility of the Contractor. PTA may ask for evidence of remittance to EOBI, ESSI and insurance premium on award of security contract.

11. The Contractor will be responsible to get each guard medically examined by a Registered Medical Practitioner and provide Medical Fitness Certificate. Similarly, the Contractor shall provide Character Certificate (endorsed by local Police Station) of each guard with verified antecedents.

12. Guards provided by the company should not be less than 25 years and not more than 55 years of age. Bulky/overweight persons will not be accepted.

13. The guards should be trained and capable enough to handle situations including but not limited to bomb blasts, earthquakes and fire breakout etc.

14. Each guard shall perform duty on an average of 08 hours per day. The guards will be entitled for 02 days leave in a month through a reliever provided by the Contractor at no extra cost to PTA.

15. The company will provide a **Hand-held Metal Detector** and a **Vehicle Search Mirror** at the location(s) given at para-1 above. It shall be ensured by the company that all such equipment is in proper working order.

16. The successful bidder/Contractor 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.

17. Availability of additional guards (if so required) will be ensured within 24 hours of request made by PTA.

18. **Bid Validity**. Bids shall remain valid for **90 days** after the date of **technical bid** opening. Bid Security will be returned to the unsuccessful bidders after award of contract to successful bidder or not later than expiry of the Bids, whichever is later.

19. Contract Agreement. All Terms & Conditions laid down herein shall be part and parcel of the Contract Agreement. Draft Agreement of Security Services is attached at Annex-C. In case of failure to adhere with Terms & Conditions laid down in Contract /Agreement, PTA reserves the right to terminate the agreement with or without giving notice and forfeit Security Deposit/Performance Bond and any amount due towards Contractor/Security Company.

20. Alteration/Modification of Agreement. The Contractor/Security Company shall reproduce draft agreement provided by PTA on stamp paper with stamps affixed of Rupees One Hundred. The Contractor/Security Company shall not alter/add/delete any article, clause or chapter of the draft agreement. However, Contractor/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 & Condition and service charges is not adversely affected against PTA.

21. The bids, prepared in accordance with the instructions in the bidding document must reach at PTA Regional Office, Faisalabad on or before **24th February, 2022 at 11:00 AM.** **Technical bids** will be opened on the same day at 11:30 A.M.

22. PTA Regional Office Faisalabad reserves the right to reject all bids as per Public Procurement (PP) Rules rules,2004.

Technical Evaluation Criteria for Hiring of Security Guard Services

Criteria	Max. Marks
<p>a) <u>Performance Profile</u></p> <p>Good Performance Certificates issued by Major Clients (Multinational Corporations/ Govt. Organizations/ Embassies / Banks/ 5- Star Hotels etc.) (03 Mark each)</p>	30
<p>b) Relevant Experience of the company _____ years (1 Mark for each year)</p> <p>(to be ascertained form the date of the oldest copy of agreement/ completion/ performance certificate or any such document which reveals the work experience of the company)</p>	15
<p>c) <u>Training of Guards (Firing Range etc.)</u></p> <p><u>(certificate/ evidence to be provided)</u></p> <p>i. State of the Art own Training Facility (10 Marks)</p> <p>ii. Others (05 Marks)</p>	10
<p>d) <u>Centralized 24/7 Control Center for Monitoring of Security Services</u></p> <p><u>(certificate/ evidence to be provided)</u></p> <p>i. Yes (05 Marks) ii. No (0 Marks)</p>	05
<p>e) <u>Armed Mobile Response Unit(s), in case of emergencies (evidence to be provided):</u></p> <p>i. More than five mobile units (05 Marks)</p> <p>ii. Less than five mobile units (03 Marks)</p> <p>iii. No Mobile Units (0 Marks)</p>	05

f) <u>Training of Security Guards for Use of Fire Extinguishing / Fire Fighting Equipment, in the event of fire, handle the situation bomb blast, earthquake (provide certificates of training sessions)</u> i. Yes (05 Marks) ii. No (0 Marks)	05
g) <u>Company's Welfare Policies for its Guards:</u> 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 (or) Pension for Guards (10 Marks) iv. No Policies (0 Marks)	20
h) <u>Minimum strength of Security Guards deployed in Pakistan</u> i. More than 500 Guards across Pakistan (05 Marks) ii. More than 200 Guards across Punjab (05 Marks)	10
Total Score	100

Note:

- i. Submission of **documentary evidences** for each evaluation criteria is mandatory for marks allocation.
- ii. Minimum qualifying marks are 70%.

Deputy Director
PTA Regional Office
Faisalabad
Tel No. 042-8530092
Fax No. 042-8530093

FINANCIAL PROPSAL
Hiring of Security Services for PTA Regional Office Faisalabad

The monthly rate/total amount for provision of **03 x Security Guards duly armed with semi-automatic/ automatic weapons** on 24 hours basis i.e. One (01) guard for first shift (8hours i.e. 0600Hrs to 1400Hrs, one (01) Guard for 2nd shift (from 1400hrs to 2200hrs) and one (01) guard for 3rd shift (2200hrs to 0600hrs) for PTA Regional Office Faisalabad located at House 272-D, Khawaja Islam Road, Peoples Colony No.1, Faisalabad **inclusive of all applicable taxes** quoted below:

Amount (in PKR)

Description	Amount for 1st Year Of Contract	Amount for 2nd Year Of Contract	Amount for 3rd Year Of Contract
Rate Per Guard Per Month			
Amount Forx Guards Per Month			
Total Amount ofx Guards Each Year			
Grand Total of Three Years Contract			

Total amount in words:

1st Year of contract: *Rupees*_____

2nd Year of contract: *Rupees*_____

3rd Year of contract: *Rupees*_____

GRAND TOTAL (for 3 years): *Rupees*_____

Note:

- i) The Financial Bid shall be submitted in above format otherwise it may be rejected.
- ii) Attach Rs.100,000/- as bid Security in shape of demand draft/ pay order/ banker's cheque in favor of Pakistan Telecommunication Authority along with **Technical Bid in original**.
- iii) Minimum rates of wages notification copy of Government of Punjab for the year 2021-22 must be attached herewith for proving that the offered rates are not in violation of notified minimums rate of wages.
- iv) As per PPRA 2004, Rule 39, the Security Company, if it is declared as successful bidder, will be required to deposit a "**Performance Guarantee**" equivalent to (six) 06 % of the contract price, in shape of Pay Order/bank draft in favor of PTA within one week of award of Contract/ Agreement.
- v) The **Bid Security** of the successful contractor will be adjusted against the **Performance Guarantee**. If the bidder fails to deposit Performance Guarantee within one week of the receipt of the letter awarding the contract, the same shall be treated as cancelled and the bid security shall be forfeited together with initiation of blacklisting process as per PP Rules, 2004.
- vi) Performance Guarantee shall be released after the expiry of the agreement subject to issuance of NOC by PTA Regional Incharge, Faisalabad.

DRAFT AGREEMENT OF SECURITY SERVICES

This Security Services Agreement (the "Agreement") is executed at Faisalabad on this -----
----day _____ of -----2021

By and between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its Regional Office in Faisalabad located at House D272, Khawaja Islam Road, Peoples Colony No. 1, (hereinafter referred to as the "PTA" which expression shall, where the context so permits, include its administrators or assigns) of the One Part;

And

M/s _____ Security Services (Pvt) Ltd, a company incorporated under the Companies Ordinance 1984 and having its registered office located at _____ (hereinafter called "Security Company" which expression shall, where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the Other Part;

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Agreement requires).

WHEREAS,

1. PTA is desirous to acquire the Security Services (hereinafter referred to as "Services") for its PTA Regional Office, in Faisalabad.
2. The Security Company is being engaged in the provision of security services and is authorized to provide such services and has agreed to provide these Services to PTA on the terms and conditions as set forth hereunder.
3. The Security Company represents that it has fully trained Security Guard(s) with relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals which are/or may be required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of requisite Services to PTA in accordance with the highest standards and satisfaction of PTA. The Security Company undertakes that the Services shall be provided only through the security guards/staff that has the requisite expertise and experience in this regard.

NOW THEREFORE, for good and valuable consideration the adequacy whereof is hereby confirmed and the mutual benefits to be derived therefrom, the representation and

warranties, covenants, conditions and promises contained herein below and intending to be legally bound, PTA and the Security Company hereby agree as follows:

1. SCOPE

1.1 Subject to Terms & Conditions of this Agreement and any other stipulation provided in bid documents, the Security Company will provide Security Services/ Guards as per mandatory requirements prescribed under Bidding Documents and this Agreement or as it will be communicated by PTA from time to time.

2. TERM OF AGREEMENT

2.1 The Initial Term of the Agreement shall be three (03) years commencing from _____ 2022 and ending on _____ 2025 (both days inclusive). This Agreement may be renewed by mutual consent of both parties and in accordance with 42(c) (iv) of Public Procurement Rules, 2004. on such terms and for such period or otherwise as may be mutually agreed upon satisfaction of PTA and satisfactory completion of the Initial Term.

3. Scope of the Agreement/Responsibilities

3.1 The Security Company shall be fully responsible to provide satisfactory security services at PTA Faisalabad Regional office and it will ensure that;

a. The deployed Guards shall be Energetic, smart, literate and healthy, (ex-servicemen/civilian) with complete uniform and they are fully conversant with the security principles. The deployment of Security Guards will be ensured at the sensitive installations of the PTA and its allied offices, and the deployment of the security guards will be in consultation with the security in-charge of the PTA.

b. The Security Guards as above provided by the Security Company should not be less than 25 years and not more than 55 years of age. Bulky/overweight/unhealthy/Drug and Alcoholic addict guards shall not be accepted.

c. Daily attendance. Daily attendance will be marked in the register at the point/location of the deployment as well as in Daily Attendance sheet duly signed for submission to the Regional Office incharge of (Security Wing) for calculation and compilation on monthly basis.

d. Awareness of Duty. That M/s _____ Security Company Ltd will provide and ensure that each guard on duty has received and understood written directions/instructions for basic duties and to strictly follow such directions/instructions at all times.

e. Uniform. Each security guard on duty shall be dressed in proper UNIFORM of the Security Company looking neat and clean and shall be fully equipped to discharge their duties. Each guard is to be issued two new uniforms by the Security Company.

f. Alertness. The Armed Guards shall be called "Standing Security Guards" and shall remain alert, patrolling and vigilant throughout their duty hours.

g. Mishap. Any mishap will be the entire responsibility of the Security Company under any/all circumstances subject to the completion of all legal proceedings as required by law.

h. Medical Fitness. The Security Company will be responsible to get each security guard medically examined by a Registered Medical Practitioner and provide Medical Fitness Certificate before deployment.

i. Character. The Security Company shall provide Character Certificate (endorsed by local Police Station) of each guard with verified antecedents.

j. Salaries. Salaries, perks, privileges and work hours of the security staff will be responsibility of the Security Company and will be governed strictly according to the government rules / regulations by the security company.

k. Accident or Injury. The 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. Performance of its obligations. The Security Company warrants that in the performance of its obligations under this Agreement, it shall fully comply with all applicable laws of Pakistan.

e. UNIONISM. The employees of Security Company shall on no account indulge in UNIONISM.

f. Service matters of Security Company. The Security Company is responsible for recruitment, discipline and all other service matters of its employees. 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. Unsatisfactory Services. When circumstances warrant, PTA may deny the services of any employed guard of the Security Company whose work was found unsatisfactory or not in accordance with the requirements of this Agreement. In addition, penalties/actions would be initiated in case of unsatisfactory performance 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 arrival/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 any guard will render him unsuitable for performing duties in PTA and the Security Company shall provide a replacement on immediate basis along with verified character certificate and verified antecedents by local police.

- iii) The Security 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 Security Company unsuitable for performing security duty in PTA and PTA 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 the Security Company's license may lead to termination of this Agreement besides involving other legal proceedings as required.
- h. Enrolment. The process of recruiting, interviewing and hiring employees of Security Company including any actions with respect to alleged discrimination of other employment practices is the sole responsibility of Security Company subject to what has been agreed in this Agreement.

4. DEPLOYMENT STATION AND DUTY HOURS

4.1 Security Company will deploy three (03) Security guards at PTA Regional Office Faisalabad with 08 hours shift i.e. One (01) Guard in 1st Shift (from 0600Hrs to 1400Hrs), One (01) guard in 2nd Shift (1400hrs to 2200hrs) and one (01) guard in 3rd Shift (2200hrs to 0600 hrs). PTA may change the above stated shift hours at any time during the tenure of the Agreement with due consent of both parties.

4.2 In case PTA requires additional guards for its Regional Office, Faisalabad the Security Company shall provide the same according to the requirement on the terms as agreed in the Agreement upon twenty-four (24) hours' notice.

5. PAYMENTS AND INVOICES

5.1 In consideration of rendition of the Services by the Security Company, PTA shall pay the Security Company, charges as specified in Annexure-B under this Agreement to the complete satisfaction of PTA.

5.2 All amounts paid to the Security Company as per Clause 5.1 shall be inclusive of all taxes, levies, duties, and any other deductions related thereto etc. and are acknowledged by the Security Company to be adequate and sufficient consideration for the rendition of Services by the Security Company.

5.3 All payments to be made by PTA to the Security Company shall be subject to such deductions and withholding as applicable under the law for the time being in force as are required by prevailing laws which shall be to the account of the Security Company.

5.4 The Security Company shall be responsible to pay all the taxes required under prevailing 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 not specified herein.

5.5 The Security Company shall submit its Invoice in accordance with the rates/charges specified in **Annexure-B** hereto and PTA agrees to make payment under each Invoice during the first year of the Agreement by 10th of each month after the receipt of such Invoice.

5.6 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 deployed guards agreed to be employed.. Any violation at any stage in this regard will render the Security Company ineligible to work with PTA and termination of the Agreement.

5.7 The Security Company shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers/guards that shall be deputed for the Services at PTA Regional Office, Faisalabad or may be specified from time to time.

5.8 The Security Company shall be bound to have its staff/employees/guards insured/registered against any and all applicable institutions including Employees Old Age-benefits Institution (EOBI), Employees Social Security Institution (ESSI) or any other government scheme under any other law without owning responsibility to PTA. The Security Company, in addition to above, undertakes to fully indemnify and hold harmless the PTA against any claims, losses, damages, or expenses in relation to injury or death to any persons or loss or damage to property arising out of the performance of Services hereunder.

5.9 Any additional time/hours of duty which may be treated as per law as overtime shall not be paid by PTA, however, it shall be sole duty of Security Company.

5.10 PTA shall not be responsible for any additional payment to the Security Company on any account for whatsoever reasons, including overtime payment.

5.12 Evidence of remittance of insurance premium will be submitted by the Security Company within two (02) months of award of this Agreement. Payment shall be made on monthly basis by PTA through cheque after deduction of applicable taxes.

6. PERFORMANCE GUARANTEE

The Security Company shall deposit a "Performance Bond/Bank Guarantee" 06% in shape of Pay Order/bank draft in favor of PTA within one week of award of Contract/Agreement.. The bid security of the Security Company/ Contractor will be adjusted against the performance guarantee. If the Contractor fails to deposit performance/ bank guarantee within one week of awarding of the Contract, the contract shall be treated as cancelled and the bank guarantee shall be forfeited.

7. DUTIES

The duties of the guards deployed by the Security Company shall include but not Limited to the following;

- a. Entry. Ensure Prevention of unauthorized entry of any person into the Office premises of PTA or any person who lacks proper identification.
- b. Prevention. Prevent pilferage of items/equipment/property belonging to PTA from the premises of PTA which are 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 in case of any occurrence detrimental to the security of PTA premises or any item placed under charge of Security Company.
- d. To take appropriate action in case of emergencies like:
 - i. Fire Alarm. Raising of fire alarm and prompt communication to Fire Brigade and officer in-charge of the installation and arrange rescue activities.
 - ii. Forced Entry will be promptly reported to the local police station, in charge of Security at PTA and Control Office of Security Company for appropriate action(s).
 - iii. **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 by security guard. All entry points shall be closed under such a situation.
 - iv. Injuries. To arrange immediate medical coverage of any person injured in the premises.
 - v. Daily Checking. To carry out daily checking of all security lights, entry points and locked premises for their effectiveness during off hours.
 - vi. Patrolling / Parquetting the installation as per specific written orders peculiar to the installation prepared by the Security Company approved by PTA.
 - vii. Briefing. To properly brief the relieving guard about any situation concerning security.
- e. Protection of PTA personnel and Property. The guards will perform duties including security of PTA personnel, installation, its property and fire fighting in case of fire and other allied incidents.
- f. Incident. It shall be the duty of security guard to take immediate remedial action at the time of any fire incident.

- h. Firefighting equipment. It shall be the responsibility of security/firefighting inspector/guards to check up firefighting equipment installed in PTA building/premises and give his comments often, in a register to be countersigned byPTA. He would advise the concerned PTA Officer for provision of essential firefighting equipment and its regular maintenance.
- i. Chief Security Officer's instructions. Security Supervisor will also comply with Chief Security Officer's (i.e. PTA Officer Incharge whether at concerned Regional office or PTA H/Q's) instructions for checking of firefighting equipment installed in PTA building/premises.
- j. Damage. 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 supervisor/guards and firefighting people, the security company shall be wholly responsible and liable for paying all the losses occurred to PTA as a result of their negligence, which will be decided by a committee consisting of both parties and headed by PTA Authorized officer which will be notified on occurrence of such an event (if any).
- k. Licensed Arms. The licensed arms provided to the guards must be examined by a qualified armorer on six-month basis and must be technically fit to fire/use.
- l. Firing Practice. The Security Company will arrange firing practice on firing range (to be arranged by the Security Company) for its guards at least once in six months which will be witnessed by PTA Security Officer.
- m. Inspection of Weapons: Inspection of weapons by qualified armorer once in every six months shall be carried out and a written report dually signed by company representative must be submitted to PTA Regional office Faisalabad.
- n. Leave. Security guards will be granted two days off per month provided that suitable replacement must be in-place.

- o. Equipment. Besides other equipment and weapons, the company will provide following as per details below:-

Sr. No	Equipment/weapon	Quantity
1	Semi-Automatic Weapon	01
2	Metal Detector	01
3	Under Vehicle search mirror	01

8. RELATIONSHIP OF PARTIES

This Agreement shall not be interpreted or construed to create an employer-employee relationship, an appointment to the service of PTA or even a promise to be so appointed, an association, joint venture, partnership or special agency between the parties or to impose any partnership obligation or liability upon either party. The Security Company shall have no right, power, or authority to enter into any Agreement or undertaking for, to act on behalf of, to act or be and agent or representative of, or to otherwise bind, PTA except when so expressly authorized by PTA.

The guards deployed by the Security Company who perform the services specified in this Agreement shall be the employees of Security 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 employees of PTA and employees/staff of the Security Company. Since the Security Company is the employer of all such guards who perform the services specified in this Agreement, the Security Company shall pay wages to such guards and shall control and supervise the work/duties done by them. The PTA shall not interfere with the right of Security Company to hire its employee or in the selection or non-selection of any person as its employees subject to the terms contained in this Agreement.

9. INDEMNITY

9.1 The Security 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 damage 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 the Security Company or any of them collectively or individually or by any other party subject to completion of legal proceedings as required by law.

9.2 The Security 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 the Security Company and shall have no obligation of contract with or claim whatsoever against the PTA or against any of its officials.

10. CONFIDENTIALITY

10.1 The Security Company shall ensure that all of its employees/guards 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 by the Security Company upon notice from PTA.

10.2 The Security Company hereby undertakes to ensure that neither it nor any of its employees, personnel, agents or any other person acting for it and/or on its/his behalf shall at any time whether during the continuance in force of this Agreement or at any time after the

termination thereof, divulge or disclose any information or documents whatsoever to any third party or person without the prior written consent of PTA.

11. ASSIGNMENTS

11.1 This Agreement may not be assigned by the Security Company and the Security Company shall act and shall ensure that its personnel also act in accordance with any instructions that may be given to them by PTA from time to time, in verbal form and/or in written form.

11.2 The Security Company shall not assign or sub-contract any of its duties or rights under this Agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contracting by Company shall entitle the PTA to terminate this agreement forthwith.

12. DISPUTES

12.1 All questions, disputes, controversies arising directly or consequent to this Agreement whether during the term of this Agreement or after the termination or expiry of this Agreement except matters, which are the sole discretion of PTA Regional Office under the terms of this Agreement, shall be settled by mutual negotiations. (ii) Should such negotiations fail, at the second stage the matter, as specified herein before subject to said exception shall be referred to the Authority of PTA Regional Office through _____ (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at _____ Pakistan.

13. ENTIRE AGREEMENT

13.1 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.

14. FORCE MAJURE

14.1

Neither Party shall be held responsible for any loss or damage or failure to perform all or any of

its obligations hereunder resulting from a Force Majeure event. For the purpose of this Agreement a “Force Majeure Event” shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.

1. The Party initially affected by a Force Majeure shall promptly but not later than twenty four (24) hours following the Force Majeure event notify the other of the estimated extent and duration of its inability to perform or delay in performing its duties (“**Force Majeure Notification**”). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists. Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

TERMINATION

Notwithstanding anything herein contained, PTA shall be exclusively entitled to terminate this Agreement

- a. without advance notice, in case the Security Company is in breach of any of the terms of this Agreement which is not rectified by Security Company within thirty (30) days after receiving written notice from PTA, or in case PTA is not satisfied with the Services being provided by the Security guards,
- b. Without cause, by giving fifteen (15) days advance written notice to the Security Company. In case of such termination, the Security Company shall only be paid for Services actually rendered up to the date of termination, and any advance payment in respect of Services not performed or in respect of period falling after the effective date of termination shall be refunded by the Security Company. PTA, shall not, because of expiration or termination of this Agreement, be liable to the Security Company for any compensation, reimbursement, or

damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Security Company.

c. **In case of breach (on part of the Security Company, by submission of any misleading / incorrect / false / forged documents / details / information submitted to PTA at the time of submission of bidding documents or later at any stage) PTA may terminate the agreement and in that case entire expense on legal proceedings shall be borne by the company, whereas PTA and its officers shall not be liable for any claims / damages / court proceedings arising due to such a termination.**

16. **MODIFICATION**

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.

17. **GOVERNING LAW**

17.1 The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan.

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

Signed on behalf of

M/s _____ (Pvt.) Ltd

(Regional Director) for
PTA Regional Office,
Faisalabad

Witness 1: _____

Witness 1: _____

Witness 2: _____

Witness 2: _____

Annexure-A
Bidding Documents

Annexure-B
Payment/Charges

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
c.	Third Year of Agreement	-----x Security Guards (Armed)	Rs. ---- per month @---per guard