



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

## Invitation To Bid

### Hiring of Security Services

Pakistan Telecommunication Authority Zonal Office Rawalpindi invites sealed bids from well-reputed, experienced and license holding private Security Companies/firms registered with Income Tax Department and Sale Tax Department (FBR or PRA) and who are on Active Tax Payer List of FBR or Punjab Revenue Authority (PRA) for provision of Security Services to PTA Zonal Office Rawalpindi.

Bidding documents, containing detailed terms and conditions, etc. are available at office of the Zonal Director, PTA Zonal Office Rawalpindi Adjacent PTCL Cantt Exchange, Kashmir Road, Saddar Rawalpindi. 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](http://www.pta.gov.pk) free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA Zonal Office Rawalpindi by 5<sup>th</sup> April 2022 by 10:30 am. Technical bids shall be opened the same day at 11:00 am. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk).

#### **Talat Mehmood Abbasi**

**Zonal Director, PTA Zonal Office,  
adjacent PTCL Cantt Exchange,  
Kashmir Road Saddar Rawalpindi**

**Phone: 051-5766402, Fax: 051-5766403**

**Email: [talatabbasi@pta.gov.pk](mailto:talatabbasi@pta.gov.pk)**

**14x2**



GOVERNMENT OF PAKISTAN

PAKISTAN TELECOMMUNICATION AUTHORITY

Zonal Office Rawalpindi

Adjacent PTCL Cantt Exchange, Kashmir Road Saddar Rawalpindi

Tel: 051-5766402

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No. **Tender No: PTA/Enforcement/Rawalpindi/Admin/ Hiring of Security Services**  
**2022/78/2022**

1. Pakistan Telecommunication Authority (PTA), Zonal Office Rawalpindi invites sealed bids from well reputed, experienced and license holding private Security Companies/firms registered with SECP/Registrar of Firms and Income Tax/Sale Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue/ Inland Revenue Department Government of Punjab for provision of security services at **PTA Zonal Offices Rawalpindi** located at Adjacent PTCL Cantt Exchange, Kashmir Road, Saddar Rawalpindi and PTA House No.161, St No.9, Chaklala Scheme-III, Rawalpindi, Cantt, **OR** any other location at Rawalpindi in case office is relocated to a new premises in future for a period of three (03) years as per details given below:

Location	No. of Guards 1 <sup>st</sup> Shift (8 Hours)	No. of Guards 2 <sup>nd</sup> Shift (8 Hours)	No. of Guards 3 <sup>rd</sup> Shift (8 Hours)	Total
PTA Zonal Office, Rawalpindi  Adjacent PTCL Cantt Exchange, Kashmir Road, Saddar Rawalpindi	Two  (0800-1600 hours)	Two  (1600-0000 hours)	Two  (0000-0800 hours)	<b>Six</b>
PTA House No.161, St No.9, Chaklala Scheme-III, Rawalpindi, Cantt	One  (0800-1600 hours)	One  (1600-0000 hours)	One  (0000-0800 hours)	<b>Thre e</b>

\*Duly armed with Semi-Automatic Weapon

2. Save as otherwise provided, a Single Stage, Two Envelope procedure as per Rule 36 (b) read with Rule 37 of the Public Procurement Rules, 2004, as amended (the “Rules”) shall be opted for hiring of services.
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 Zonal Purchase Committee PTA Zonal Office Rawalpindi without being opened;
  - e. Technical Evaluation Committee of PTA Zonal Office Rawalpindi shall evaluate the **Technical Proposal** first, without reference to the price, and may reject any proposal which does not conform to the mandatory requirements as specified below;
  - f. During the technical evaluation no amendments in the technical proposal shall be permitted;
  - g. After the evaluation and approval of the technical proposals, Zonal Purchase Committee of PTA Zonal Office Rawalpindi shall, at a time within the bid validity period, publically open financial proposals of the technically qualified bids only.
  - h. The **Financial Proposals** of technically qualified bidders will be opened publicly at a time, date and venue announced and communicated to the technical qualified bidders in advance.
  - i. The financial proposal of bids found technically non-qualified shall be returned unopened to the respective bidders.
  - j. The bid found to be the **most advantageous** bid, which has met the mandatory requirements/ eligibility criteria, 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 (i.e. lowest in price) thereof, as specified in these bidding documents, shall be accepted.

4. **Mandatory Requirements: -**

All bids shall be evaluated on the basis of mandatory requirements which must be fulfilled at first stage for technical evaluation. 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	Yes/No
i.	Registration with SECP as Private Limited Company/Registrar of Firms	
ii.	NOC from Ministry of Interior for running Security Company	
iii.	Valid license from Government of Pakistan or Provincial Governments to operate as private security Company in Punjab/Rawalpindi	
iv.	National Tax Number (NTN) Certificate of FBR or from concerned Govt. Office.	
v.	Sales Tax Registration Certificate from concerned Govt. Office.	
vi.	The Security Company should be on active tax payers list of FBR and PRA.	
vii.	Copy of Annual Audited Accounts (AAAs) of last financial year.	
viii.	Copy of Latest Annual Tax Returns filed with FBR or with concerned Govt. Office.	
ix.	Certificate of Registration with Old Age Benefit Institute (EOBI) and Employees Social Security Institution (ESSI).	
x.	Certificate of Membership with All Pakistan Security Agencies Association (APSAA) along with latest renewal.	
xii.	Financial Bid as per <b><u>Annex-B</u></b> .	
xiii.	Affidavit, on Rs.100/- <b>non-judicial stamp paper</b> , that the firm has not been black listed by any Government/Semi Government Organization.	
xiv.	Certificate of bank account maintenance from a scheduled bank.	
xv.	<b>Pay Order/Bank Draft of Rs. 100,000/-</b> shall accompany the <b>technical propos</b> as Bid Security/Earnest money. Failing to do so may result into disqualification.	
xvi.	Deployment of at least 500 security guards in Pakistan. A <b>Certificate</b> on letter head of the company to this effect will be furnished along with details of deployment (Facts may be verified by the committee through provided <b>clients list</b> ).	
xvii.	A <b>Certificate</b> on letter head of the company to the effect that all Security Guards are paid monthly wages, not less than the minimum wages fixed by the Government of Pakistan / Provincial Governments from time to time. Any violation at any stage in this regard will render the security company ineligible to work with PTA Zonal Office Rawalpindi.	

xix.	<b>Good/ Satisfactory Performance Certificates</b> from at least 03x clients (Multinational Companies, Banks, Govt./ Private/Semi-Govt Organizations, Embassies and 5-Star Hotels etc.) where the security company has been providing/ has provided security services.	
xx.	The company should have valid licenses of for all the provided weapons and will provide semi-automatic weapons to guard(s) on duty (include documentary evidences of licenses).	
xxi.	<b>Affidavit</b> on <b>non-judicial stamp paper</b> that the documents/facts/details/information submitted to PTA Zonal Office Rawalpindi are true and liable to be rejected if proven false and, in that case, entire expense on <b>legal proceedings</b> shall be borne by the company	
xxii.	<b>Existence</b> of the security company's office in <b>Rawalpindi/ Islamabad.</b>	

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

5. Based on the record/documentary evidence submitted by the bidders, each bid shall be evaluated as per the Technical Evaluation Criteria at **Annex-A**. Threshold for qualifying for financial evaluation shall be minimum **70%**.
6. The most advantageous bid, as defined in clause 3 (j) above, shall be considered for award of contract.
7. 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/ minimum wage rate and work hours of the guards will be governed strictly according to the Government's rules/regulations. The bid prices shall not be in violation of minimum wages set by the Government of Pakistan/ respective provincial government, otherwise PTA has the right to reject any such bid or bids.
9. Payment to the Successful bidder/Security Company shall be linked with active taxpayer status. If the bidder is not in ATL, no payment shall be made until the bidder appears on ATL of FBR. 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 (if any) against each individual. Evidence of remittance/ contribution in respect of deployed security guards shall be submitted by the successful bidder/security company with the monthly invoice.
11. The successful bidder/security company will be responsible to get each guard medically examined by a Registered Medical Practitioner and provide Medical Fitness Certificate. Similarly, the successful bidder/security company 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 45 years of age for civilian and up-to 50 years for ex-service man. Bulky/overweight /skinny/unhealthy/Smoker or any Drug and Alcohol addict persons will not be accepted at any condition.
13. The Security Company shall provide the essential healthcare safety kits e.g. First aid box, where face masks, hand gloves, hand sanitizer, and liquid hand wash in sufficient quantity in order to deal with viral diseases, (whenever need arises).
14. The guards should be trained and capable enough to handle the situation including but not limited to theft, robbery, dacoity, terrorist acts, bomb blast, earthquakes and events of fire etc.
15. Each guard shall perform duty on an average of 08 hours per day and 26 days in each month. The security company will provide reliever with verified character certificate at no extra cost to PTA Zonal Office Rawalpindi.
16. The successful bidder/security company will provide a **Hand-held Metal Detector** at the location of PTA Zonal Office Rawalpindi.
17. The successful bidder/Security Company 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.
18. During the contract, the firm/company will provide Security Services as per Terms & Conditions, to be settled later on in the shape of bidding documents and the Contract Agreement with PTA Zonal Office Rawalpindi.
19. An agreement will be made between PTA Zonal Office Rawalpindi and security company on stamp paper.

20. Availability of additional guards (if so required) will be ensured within 24 hours on agreed terms & conditions.
21. **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 but not later than expiry of the Bids.
22. **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 cancel the agreement with or without giving notice (depending on nature of violation of Contract Agreement) and forfeit Security Deposit/Performance Bond due towards PTA.
23. **Alteration/Modification of Agreement**. The Successful Bidder/Security Company shall reproduce draft agreement provided by PTA Zonal Office Rawalpindi on stamp paper as per prevailing stamp duty which will be on account of the Successful bidder/Security Company). 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 Zonal Office Rawalpindi for purpose of clarity, legality, or otherwise except where scope of work, Terms & Condition and service charges is not adversely affected against PTA Zonal Office Rawalpindi.
24. The bids, prepared in accordance with the instructions in the bidding document must reach at PTA Zonal Office, Rawalpindi on or before 05<sup>th</sup> April, 2022 **at 10:30 A.M.**  
**Technical bids** will be opened the same day at **11:00 A.M.**
25. PTA Zonal Office Rawalpindi reserves the right to accept or reject the bids without assigning any reason as per PPRA rules.

**Zonal Director**  
**PTA Zonal Office**  
**Rawalpindi**

### Technical Evaluation Criteria for Hiring of Security Guard Services

Criteria	Max. Marks
<b>a) <u>Performance Profile</u></b> Good/ Satisfactory Performance Certificates issued by current or previous Clients (Multinational Corporations/ Govt./ Private Organizations/ Embassies / Banks/ 5- Star Hotels etc.) ((03 Mark each)	30
<b>b) Experience of the Company/Firm _____ years (1.5 Marks for each year)</b> (To be reckoned from the provided copy of oldest work order, agreement, performance certificate etc.)	15
<b>c) <u>Training of Guards (Firing Range etc.)</u></b> i. State of the Art <b>own</b> Training Facility (10 Marks) ii. Other training arrangements (05 Marks) (documentary evidence required)	10
<b>d) <u>Centralized 24/7 Control Center for Monitoring of Security Services</u></b> i. Yes (05 Marks) ii. No (0 Marks)	05
<b>e) <u>Armed Mobile Response Unit(s) at Rawalpindi, in case of emergencies:</u></b> (2.5 marks for each such unit)	05
<b>f) <u>Training of Security Guards for Fire Extinguishing / Fire Fighting, in the event of fire (provide certificates of training sessions)</u></b> i. Yes (05 Marks) ii. No (0 Marks)	05
<b>g) <u>Company's/Firm Welfare Policies for its Guards:</u></b> i. Health Cover, EOBI coverage 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 (or) EOBI coverage for Guards (10 Marks) iv .No Policies (0 Marks)	20
<b>h) <u>Minimum strength of Security Guards deployed in Pakistan</u></b> i. More than 1500 Guards (10 Marks) ii. Less than 1500 but more than 1000 (5 Marks) iii. Less than 1000 but more than or equal to 500 Guards (3 Marks)	10
<b>Total Score</b>	<b>100</b>
<b>Minimum Score to Pass for Financial Evaluation</b>	<b>70</b>



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

## Annex-B

### FINANCIAL PROPSAL

#### **Hiring of Security Services for PTA Zonal Office Rawalpindi**

The monthly rate/total amount for provision of 09 x Security Guards on 24 hours basis i.e. Two (02) guards for first shift (0800-1600 hrs), Two (02) guards for second shift (1600-0000 hrs) and Two (02) guards for third shift (0000-0800 hrs) for PTA Zonal Office Rawalpindi located at Adjacent PTCL Cantt Exchange, Kashmir Road, Saddar Rawalpindi and One (01) guard for first shift (0800-1600 hrs), One (01) guard for second shift (1600-0000 hrs) and One (01) guard for third shift (0000-0800 hrs) located at PTA House No.161, St No.9, Chaklala Scheme-III, Rawalpindi, Cantt, OR any other location at Rawalpindi in case office is relocated to a new premise in future, inclusive of all applicable taxes are quoted below:

S #	Place	No. of Guards (A)	Amount for 1st Year of Contract		Amount for 2nd Year of Contract		Amount for 3rd Year of Contract	
			Rate per Guard per month (B)	Amount for 09x Guards per month (C)=(A x B)	Rate per Guard per month (B)	Amount for 09x Guards per month (C)=(A x B)	Rate per Guard per month (B)	Amount for 09x Guards per month (C)=(A x B)
1.	02x Addresses as mentioned above	09						
Amount per Year (C x 12)								
Grand Total								

Total amount in words:

1<sup>st</sup> Year of contract: Rupees \_\_\_\_\_

2<sup>nd</sup> Year of contract: Rupees \_\_\_\_\_

3<sup>rd</sup> Year of contract: Rupees \_\_\_\_\_

**Note:**

- i) The bid amount should be inclusive of GST (GST on services)/all applicable Taxes.

- ii) Attach Rs. 100,000/- as **Bid Security** along with **technical bid** form in original, failing which may result in disqualification.
- iii) No any changes/ revision in rate of wages, contributions, group insurance or any other cost/charges etc. shall be adjusted/ accepted by PTA during the period of contract, however change in rate of sales tax by Government of Pakistan/Punjab shall be adjusted/ accepted by both the parties as per law and payment will be made to the contractor accordingly.
- iv) The Security Company will be required to deposit a “**Performance Guarantee**” equivalent to 6% of the amount of total value of contract in accordance with Rule 39 of PP Rules, 2004, through a Pay Order/bank draft in favor of Pakistan Telecommunication Authority 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 award of the Contract/Agreement, the same shall stand cancelled and the bid security shall be forfeited.
- vi) Performance Guarantee shall be released after the expiry of the agreement subject to issuance of NOC by PTA Zonal Office Rawalpindi In-Charge.

**DRAFT AGREEMENT OF SECURITY SERVICES**

This Security Services Agreement (the “**Agreement**”) is made on this day of \_\_\_\_\_2022;

By and between

**Pakistan Telecommunication Authority** a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, (“PTA”) having its headquarter (HQ) at F-5/1, Islamabad and its **Zonal offices Rawalpindi located at**, Adjacent PTCL Cantt Exchange, Kashmir Road, Saddar Rawalpindi and PTA House No.161, St No.9, Chaklala Scheme-III, Rawalpindi, Cantt, OR any other location at Rawalpindi in case office is relocated to a new premises in future (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 \_\_\_\_\_ (**Pvt.**) **Ltd.**, a company incorporated under the Companies Ordinance 1984 and having its registered office \_\_\_\_\_ (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 Zonal Offices Adjacent PTCL Cantt Exchange, Kashmir Road, Saddar Rawalpindi and PTA House No.161, St No.9, Chaklala Scheme-III, Rawalpindi, Cantt, OR any other location at Rawalpindi in case office is relocated to a new premise in future.
2. The Security Company is being engaged in providing such services and has agreed to provide Services to PTA on the Terms & Conditions as set forth hereunder.

3. The Security Company represents that it has the fully trained security guards with relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals which are/or may be required from the Government of Pakistan, in accordance with the highest standards and satisfaction of PTA. The Security Company undertakes that the Services shall be provided only through the experienced/well trained security guards/staff.
4. Upon the basis of the representations and warranties of the Security Company contained herein, PTA wishes to procure services of the Security Company to provide their Services at PTA Zonal Office Rawalpindi Premises.

**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**

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 as per clause 3 of this Agreement or as it will be communicated by PTA from time to time to the Security Company.

**2. TERM**

The Initial Term of the Agreement shall be three (03) years commencing from the date of Award of Contract which may be renewed by mutual consent on such terms and for such period or otherwise as may be mutually agreed by the parties' subject to satisfactory performance of the Other party and in accordance with the prevailing law(s).

**3. RESPONSIBILITIES**

3.1 The Security Company shall be fully responsible to provide satisfactory services at **PTA Zonal Offices Rawalpindi** and it will ensure that;

- a. The deployed guards are Energetic, smart, literate and healthy (ex-serviceman/civilian) with complete uniform and they are fully conversant with the security principles. The deployment of Security Guards will be, in consultation with the security in-charge of the PTA Zonal office Rawalpindi. Security Guards provided by the company should not be less than 25 years and

not more than 45 years of age for civilian and up-to 50 years for ex-serviceman. Bulky/overweight/skinny/unhealthy/Smoker or any Drug and Alcoholic addict persons will not be accepted at any condition.

- b. Daily attendance is marked in the register and Daily Attendance sheet duly signed for submission to security in-charge of PTA Zonal Office Rawalpindi for audit on monthly basis. Representative from the security company should randomly (at least five times a month) monitor the performance of guards as per the Terms & Conditions and also verify the same on attendance register.
- c. 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 two new uniforms.
- d. The Armed Guards should be alert, patrolling and vigilant throughout their duty hours. 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.
- e. Each guard is medically examined by a registered medical practitioner and provided medical fitness certificate along with COVID-19 vaccination certificate. Similarly, the security company shall also provide character certificates (endorsed by local Police Station) of each guard with verified antecedents.
- f. Security Company's manager /POC must introduce new or substitute security guard to the in-charge security officer of PTA Zonal Office Rawalpindi before the deployment (same in the case of substitute as well) along with the official deployment letter.
- g. Firing practice is arranged for each guard once in every six months.
- h. Weapons are inspected through a qualified armorer in every six months.
- i. The directions of the **PTA** Zonal office Rawalpindi from time to time shall be fully complied with.

3.2 In addition to the services to be performed by the Security Company specified herein this Agreement, the Security Company shall also be responsible,

- a. to provide at no additional cost to the **PTA Zonal Offices Rawalpindi** supervision of its employees as is necessary to adequately fulfill its obligations under this Agreement.
- b. to ensure that all its employees performing the services specified in this Agreement are physically and medically fit, have no communicable disease and are healthy in all respects to perform duties.
- c. to consider that it 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 Zonal Office Rawalpindi** nor any its officers will be held liable for either of the above in any manner.
- d. to warrant that in the performance of its obligations under this Agreement it shall comply fully with all laws applicable in Islamic Republic of Pakistan.
- e. to ensure that, the employees of Security Company shall on no account indulge in UNIONISM, and further ensure and confirm that the Security cleared of all the employees who are deployed to provide services under this Agreement.
- f. In case any person deployed by the Security Company found guilty of any crime, the Security Company shall be fully responsible to replace the said guard accordingly.
- g. for recruitment, discipline and all other service matters of its employee, the Security Company will not in any case communicate with the officials of **PTA Zonal Office, Rawalpindi** regarding their service matter, which is the sole responsibility of Security Company.
- h. When circumstances warrant, **PTA Zonal Office, Rawalpindi** may refuse to accept services from any security guard/employee(s) 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, leaving office premises in duty

hours etc. "All fines and penalties will be deducted by PTA Zonal Office, Rawalpindi from the monthly payments of the Security Company.

- (ii) Three consecutive violations of same nature on part of any security guard will render him unsuitable for performing duties at PTA Zonal Offices, Rawalpindi.
  - (iii) The Security Company would be served with a warning notice in case of persistent violations like offensive behavior, not adhering the instructions, refusing to take responsibility and non-attendance/compliance of complaints. Three consecutive warnings may render the Security Company unsuitable for performing security duties at PTA Zonal Offices Rawalpindi and PTA may terminate this Agreement with immediate effect.
  - (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 shall lead to termination of this Agreement on immediate basis besides involving other legal proceedings as required.
- i. The process of recruiting, interviewing and hiring employees/guards of Security 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.

#### **4. DEPLOYMENT OF GUARDS**

- 4.1 Security Company will deploy nine (09) Security guards at **PTA Zonal Offices Rawalpindi** i.e. Two (02) guards for first shift (0800-1600 hrs), Two (02) guard for second shift (1600-0000 hrs), Two (02) guard for third shift (0000-0800 hrs) located at Adjacent PTCL Cantt Exchange, Kashmir Road, Saddar Rawalpindi and One (01) guard for first shift (0800-1600hrs), One (01) for second shift (1600-0000hrs), One (01) for third shift (0000-0800hrs) located at PTA House No.161, St No.9, Chaklala Scheme-III, Rawalpindi Cannt.

- 4.2 In case PTA Zonal office requires additional guards, the Security Company shall provide the same according to the requirement on the terms and agreed in the Agreement upon 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**
- 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 deduction 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 are required by prevailing law which shall be made 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 years of the Agreement by within 10 working days after the receipt of such Invoice.
- 5.6 Compulsory remittance of Employees Old-Age Benefit Institution (EOBI), Employees Social Security Institution (ESSI) and insurance premium (if any) against each individual. Evidence of remittance/ contribution in respect of deployed security guards shall be submitted by the contractor with the monthly invoice.
- 5.7 Payment to the Security Company shall be linked with active taxpayer status. If the company is not in ATL, no payment shall be made until the Security Company appears on ATL of FBR failing which this Agreement shall be terminated with immediate effect.
- 5.8 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 hired. Monthly wages of the guards will not be less than the minimum wages fixed by the Federal Government of Pakistan as the case may be,



from time to time. Any violation at any stage in this regard will render the Security Company ineligible to work with PTA Zonal Offices, Rawalpindi.

- 5.9 The Security Company shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers/guards who shall be deputed for the Services at PTA Zonal Office, Rawalpindi or may be specified from time to time.
- 5.10 The Security Company shall be bound to have its staff/employees/guards insured against accidents resulting in injury or death in accordance with the Workmen's Compensation Act, 1923 or any other applicable law. The Security Company, in addition to Clause (9), 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.
- 5.11 Any additional time/hours of duty which may be treated by law as overtime shall not be paid by PTA, however, it shall be sole duty of Security Company.

## **6. PERFORMANCE GUARANTEE**

- 6.1 The Security Company shall deposit a "**Performance Bond/Bank Guarantee**" equivalent to 6% of the amount of total value of contract/Agreement through a Pay Order/ Bank draft in favor of Pakistan Telecommunication Authority within one week of award of Contract/Agreement. The Bid Security of the Security Company will be adjusted against the performance guarantee. If the bidder fails to deposit Performance Bond/Bank Guarantee within one week of awarding of the Contract/Agreement, the same shall stand cancelled and the bid security shall be forfeited.
- 6.2 Performance Guarantee shall be released after the expiry of the Agreement subject to issuance of NOC by In-Charge PTA Zonal Office Rawalpindi.

## **7. DUTIES**

The Security Company shall be responsible for any and all duties performed by deployed Security Guards at PTA Zonal offices Rawalpindi, However, the Guards/Staff deployed by the Security Company shall perform their duties, including but not limited to the following;

- a. Prevention of entry into office premises entrusted to the Security Company any person not authorized by PTA or any person who lacks proper identification.
- b. Prevent pilferage of items/equipment/property belonging to **PTA** from the premises of **PTA** which are under charge of Security Company as per written instruction issued by the authorized officer of **PTA**.
- c. 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 the Security Company.
- d. To take appropriate action in case of emergencies like:
  - (i) 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 Zonal Offices Rawalpindi and Control Centre of the Security Company, for appropriate actions.
  - (iii) Law and Order Situation will be promptly reported to the local Police Station, in-charge of security at PTA Zonal offices Rawalpindi and the Control Office of Security Company for appropriate action. All entry points shall be closed under such a situation.
  - (iv) To arrange immediate medical coverage of any person injured in the premises.
  - (v) To carry out daily checking of all security lights, entry points and locked premises for their effectiveness during off hours.
  - (vi) To properly brief the relieving guard about any situation concerning security.
- e. The guards will perform duties including security of **PTA** personnel, installation, its property and firefighting (in case of fire).
- f. It shall be the duty of security guard/staff to take immediate remedial action at the time of any fire incident.
- g. It shall be the responsibility of security guards to check up firefighting equipment installed in **PTA** Zonal Offices building/premises and report to \_in-charge security if found any irregularity/non-working.

- h. 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 eventuality caused by the negligence of security guards/staff, the contracting security company will be wholly responsible and liable for paying all the losses occurred to **PTA Zonal Offices** as a result of their negligence, which will be decided by a committee consisting of both parties.
- i. The licensed arms provided to the guards must be examined by a qualified armorer.
- j. Security guards will be granted four days off per month subject to availability of suitable substitute by the Security Company.
- k. The Security Company will provide a hand-held metal detector and a vehicle search mirror at the location(s) given at clause 4 above.

## **8. RELATIONSHIP OF PARTIES**

- 8.1 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.
- 8.2 The persons deployed by the Security Company who perform the services specified in this Agreement shall be the employees of the Security Company and shall not at any time attempt to represent such employees or its offices as employees of the **PTA Zonal Office**. It is understood by the parties that neither the **PTA Zonal Office** nor any officers of the **PTA Zonal Office** 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 Zonal Office** and employees of Security Company. The Security Company will be employer of all such persons who perform the services specified in this Agreement. The 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 Zonal Office** shall not interfere with the rights of the Security Company to hire its employee or in the selection or non-selection of any person as its employee's subject to the terms contained in this Agreement.

- 8.3 If in the opinion of the **PTA Zonal Office** the presence of any employee/guard/staff of the Security Company of any of his acts of omission or commission are prejudicial to the interests of the **PTA** or any of its officer. PTA Zonal Office shall inform the Security Company about such employee where upon it will take immediate action against such employee by replacing him to the entire satisfaction of **PTA Zonal Office**.

## 9. INDEMNITY

- 9.1 The Security Company shall at all times during the specified period of this Agreement and thereafter indemnify the **PTA Zonal Office** 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 Zonal Office** or against any of its officials.

## 10. CONFIDENTIALITY

- 10.1 The 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 Zonal Office** 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 Zonal Office**, there has been any such

disclosure the person concerned shall immediately be dismissed from the service by the Security Company upon notice from PTA Zonal Office.

- 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 Zonal Office.

## **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 Zonal Office 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 Security Company shall entitle the **PTA** to terminate this Agreement forthwith.
- 11.3 If the Security Company makes any arrangement with or assignment in favor of its creditors, or amalgamates with any other concern or is taken over, **PTA** shall be entitled to terminate this agreement forthwith upon notice.

## **12. DISPUTES**

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 Zonal Office Rawalpindi** under the terms of this Agreement, shall be settled by mutual negotiations. 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 the PTA Zonal Office through Director General (Enforcement). 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 Islamabad Pakistan.

**13. ENTIRE 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.

Any variation in this Agreement shall be made in writing with the mutual consent of the parties.

**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.

14.2 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.

**15. TERMINATION**

15.1 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 within thirty (30) days after receiving written notice from PTA Zonal Office Rawalpindi, or in

case PTA is not satisfied with the Services being provided by the Security Company,

- b. Without cause, by giving fifteen (15) days advance written notice to the Security Company.

15.2 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.

15.3 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.

**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**

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.

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

**(Zonal Director) for**

PTA Zonal Office, Rawalpindi

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

**Annexure-A****Biding Document****Annexure-B****Payment/Charges**

<b>S. No.</b>	<b>Year</b>	<b>No. of guards</b>	<b>Rate</b>	<b>Total charges</b>
a.	First Year of Agreement	09x Security Guards (Armed)	Rs. ---- per month per guard	Rs. _____
b.	Second Year of Agreement	09x Security Guards (Armed)	Rs. ---- per month per guard	Rs. _____
c.	Third Year of Agreement	09x Security Guards (Armed)	Rs. ---- per month per guard	Rs. _____