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### **TENDER NOTICE**

**(HIRING OF SECURITY SERVICES FOR PTA ZONAL OFFICE MUZAFFARABAD)**

Pakistan Telecommunication Authority (PTA) a Government organization invites sealed bids from well registered security companies registered with income tax & sales tax departments (i.e. FBR or Excise & Taxation Department AJK) and who are on active tax payers list of FBR or Excise & Taxation Department AJK for the provision of security services at PTA Zonal Office Muzaffarabad for a three (3) years renewable on yearly basis.

Bidding documents containing detailed terms & conditions, method of procurements, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, etc. are available at PTA Zonal office Muzaffarabad during working hours (Monday to Friday) up to **8<sup>th</sup> November, 2018 by 10:30 AM**. Price of bidding documents is Rs. 500/- (non-refundable in shape 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 the office of the undersigned on or before **8<sup>th</sup> November, 2018 by 11:00 AM**. Technical Bids shall be opened on the same day at **11:30 AM**. This advertisement is also available on PPRA Website at [www.ppra.org.pk](http://www.ppra.org.pk).

**Zonal Director, PTA Zonal Office  
B-92, UPPER CHATTAR HOUSING SCHEME  
MUZAFFARABAD (AJ&K)  
Phone: (05822) 921198, Fax: (05822) 921199,  
Email: muzaffarabad@pta.gov.pk**

## TENDER DOCUMENT

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

1. Pakistan Telecommunication Authority (PTA), Zonal Office Muzaffarabad invites sealed bids from well reputed, experienced and license holding private Security Companies/firms registered with Income Tax/Sales Tax Department for provision of security services to **PTA Zonal Office Muzaffarabad** for a period of three (03) years as per detail given below: -

Place	Guard 1st Shift (12 Hours)	Guard 2nd Shift (12 Hours)	Total
PTA Zonal Office, House No. B-78, Upper Chatter Housing Scheme, Muzaffarabad	1 (Day)	1 (Night)	2

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 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 Zonal Office Muzaffarabad without being opened;
  - e. PTA Zonal Office Muzaffarabad shall 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. After the evaluation and approval of the technical proposals, PTA Zonal Office Muzaffarabad shall, at a time within the bid validity period, publically open financial proposals of the technically accepted bids only.

- h. 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.
- i. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders;
- j. The bid found with the lowest evaluated financial bid shall be accepted.

4. **Mandatory Requirements: -**

All bids shall be evaluated on the basis of mandatory requirements which must be fulfilled 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: -

<b>Particulars</b>	
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 Azad Jammu & Kashmir to operate as private security company in AJK region.
iv.	National Tax Number (NTN) Certificate of FBR or Excise & Taxation Department AJK.
v.	Sales Tax Registration Certificate from concerned Govt. Office.
vi.	The Security Company should be on active tax payers list of FBR or Excise & Taxation Department AJK.
vii.	Copy of Annual Audited Accounts (AAAs) of last financial year filed with SECP.
viii.	Copy of Latest Annual Tax Returns filed with FBR or Excise & Taxation Department AJK.
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.
xi.	Company Profile covering all the required technical details as per <b><u>Annex-A</u></b> of this document.
xii.	Details of important clients and its retention ratio.

- (a) Affidavit, on Rs.100/- judicial stamp paper, that the firm has not been black listed by any Government/Semi Government organization.
- (b) Certificate of financial soundness from a scheduled bank.

- (c) Pay Order/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.
  - (d) Deployment of at least 500 security guards in Pakistan & AJK. A Certificate to this effect will be furnished along with details of deployment (Facts will be verified).
  - (e) 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 Muzaffarabad.
  - (f) The bid prices shall not be in violation of minimum wages set by the Government of Pakistan, otherwise PTA Zonal Office Muzaffarabad has the right to reject any such bid or bids.
  - (g) Performance Certificates from major clients (Multinational Companies, Banks, Government organizations, Embassies and 5-Star Hotels etc.) where your security company has been providing security services since last two years.
  - (h) The company should have licenses of automatic weapons and will provide (if required) automatic weapons along with other weapons (include valid documentary evidences).
  - (i) Affidavit 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 (on judicial stamp paper of Rs. 100).
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 for financial evaluation shall be 70%.
6. Financially lowest bidder 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, perks, privileges and work hours of the guards will be governed strictly according to the Government's rules/regulations.

9. Payment to the bidder 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 or EXCISE & TAXATION DEPARTMENT AJK.
10. Compulsory remittance of Employees Old-Age Benefit Institution (EOBI), Employees Social Security Institution (ESSI) and insurance premium against each individual. Evidence of remittance of insurance premium should be submitted to PTA on award of security contract.
11. 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.
12. Guards provided by the company should not be less than 25 years and not more than 50 years of age. Bulky/overweight persons will not be accepted.
13. 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.
14. 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.
15. The company will provide a Hand-held Metal Detector and a Vehicle Search Mirror at the location given at para-1 above.
16. 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.
17. During the contract, the firm will provide Security Guard Services as per Terms & Conditions, to be settled later on in the shape of Contract Agreement with PTA Zonal Office Muzaffarabad.

18. An agreement will be made between PTA and contractor on judicial paper of Rs.100/-.
19. Availability of additional guards (if so required) will be ensured within 24 hours.
20. **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.
21. **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 and any amount due towards Security Company.
22. **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 & Condition and service charges is not adversely affected against PTA.
23. The bids, prepared in accordance with the instructions in the bidding document must reach at PTA Zonal Office, Muzaffarabad on or before **8<sup>th</sup> November, 2018 at 11:00 A.M.**  
Technical bids will be opened the same day at **11:30 A.M.**
24. PTA Zonal Office Muzaffarabad reserves the right to accept or reject the tender without assigning any reason as per PPRA rules.

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

Criteria	Max. Marks
<b>a) <u>Performance Profile</u></b> Performance Certificates from Major Clients (Multinational Corporations/Govt. Organizations/ Embassies / Banks/ 5- Star Hotels etc.) who had extended Security Guard Services agreements on the basis of Performance <b>(02 Mark each)</b>	30
<b>b) <u>Experience of the company _____ years (1 Mark for each year)</u></b>	15
<b>c) <u>Training of Guards (Firing Range etc.)</u></b> i. State of the Art own Training Facility (10 Marks) ii. Others (05 Marks)	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), in case of emergencies:</u></b> i. More than five mobile units (05 Marks) ii. Less than five mobile units (03 Marks) iii. No Mobile Units (0 Marks)	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 Welfare Policies for its Guards:</u></b> i. Health Cover, Pension and Life Insurance Policy for Guards <b>(20 Marks)</b> ii. Health Cover and Life Insurance Policy for Guards <b>(15 Marks)</b> iii. Health Cover for Guards (or) Life Insurance Policy for Guards <b>(10 Marks)</b> iv. No Policies <b>(0 Marks)</b>	20
<b>h) <u>Minimum strength of Security Guards deployed in Pakistan</u></b> i. More than 1000 Guards <b>(10 Marks)</b> ii. Less than 500 but more than 1000 Guards <b>(5 Marks)</b> iii. Less than 500 Guards <b>(0 Marks)</b>	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 is mandatory for marks allocation.

**Zonal Director**  
 PTA Zonal Office  
 Muzaffarabad  
 Tel No. 05822-921198  
 Fax No. 05822-921199

**FINANCIAL PROPSAL**

**Hiring of Security Services for PTA Zonal Office Muzaffarabad**

The monthly rate/total amount for provision of 02 x Security Guards on 24 hours basis i.e. One (01) guard for first shift (12 hours i.e. 0800 Hrs.-2000 Hrs.) and one (01) guard for second shift (12 hours i.e. 2000 Hrs.-0800 Hrs.) for **PTA Zonal Office Muzaffarabad** located at **House No. B-78, Upper Chatter Housing Scheme, Muzaffarabad** inclusive of all payable taxes are quoted below:

S #	Place	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 Muzaffarabad	02						
<b>Total</b>		<b>02</b>						

**Note:**

- i) **The bid amount should be inclusive of GST/all applicable Taxes.**
- ii) Attach 2% **Bid Security/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.
- iii) The Security Company, if it is declared as successful bidder, will be required to deposit a **“Performance Bond/Bank Guarantee”** equivalent to two (02) months remuneration of the first year, through a Pay Order/bank draft in favor of PTA within one week of award of Contract/Agreement.
- iv) The Bid Security/Earnest Money of the successful contractor will be adjusted against the Performance Bond/Bank Guarantee. If the bidder fails to deposit Performance Bond/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.
- v) Performance Guarantee shall be released after the expiry of the agreement subject to issuance of NOC by PTA Zonal Incharge.



**DRAFT AGREEMENT OF SECURITY SERVICES**

This Security Services Agreement (the “**Agreement**”) is made on this day of \_\_\_\_\_ 2018;

By and between

**Pakistan Telecommunication Authority** a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, (“**PTA**”) having its Head Quarter (HQ) at F-5/1, Islamabad and its Zonal office Muzaffarabad **House No. B-78, Upper Chatter Housing Scheme, Muzaffarabad** (hereinafter referred to as the “**PTA Zonal Office**” which expression shall, where the context so permits, include its successors, 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 Zonal Office is desirous to acquire the Security Services (hereinafter referred to as “**Services**”) for its office at **House No. B-78, Upper Chatter Housing Scheme, Muzaffarabad**.
2. The Security Company has agreed to provide these Services to PTA Zonal office Muzaffarabad 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, and that it has the requisite expertise and resources to provide top quality Services to PTA Zonal office in accordance with the highest standards and satisfaction of PTA. The Security Company undertakes that the Services shall be provided only through experience security guards/staff.

4. Upon the basis of the representations and warranties of the Security Company contained herein, PTA Zonal office wishes to procure services of the Security Company to provide their Services at PTA Zonal office 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, this agreement or as it will be communicated by PTA from time to time to Security Company.

**2. TERM**

The Initial Term of the Agreement shall be three (03) years commencing from (date/month/year)\_\_\_\_\_, 2018 and ending on \_\_\_\_\_, 2021 both days inclusive. The Agreement 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.

**3. RESPONSIBILITIES**

3.1 The Security Company will be fully responsible to provide satisfactory services at **PTA Zonal Office Muzaffarabad** 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 Muzaffarabad. Security 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.
- b. daily attendance is 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 Muzaffarabad 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 & 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 three new uniforms.
- d. the Armed Guards who will be called "Standing Security Guards" are 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. each guard is medically examined by a registered medical practitioner and provided medical fitness certificate. Similarly, the security company shall also provide character certificates (endorsed by local police station) of each guard with verified antecedents.
- f. the deployed guard have been introduced to the in-charge security officer of PTA Zonal Office Muzaffarabad before deployment as a substitute along with official deployment letter.
- g. the directions of the PTA Zonal office from time to time are 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 be responsible,

- a. to provide at no additional cost to the **PTA Zonal Office Muzaffarabad** supervision of its employees as is necessary to adequately fulfill its obligations under the Agreement.
- b. to ensure 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. 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 Muzaffarabad** 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 and AJK.

- 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. In case any person deployed by the Security Company found guilty of any crime the Security Company shall be fully responsible replace the said guard accordingly.
- f. for recruitment, discipline and all other service matters of its employee. The company will not in any case communicate with the officials of **PTA Zonal Office, Muzaffarabad** regarding their service matter, which is the sole responsibility of Security Company.
- g. When circumstances warrant, that **PTA Zonal Office, Muzaffarabad** 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 Zonal Office, Muzaffarabad 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, Muzaffarabad.
  - (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 duties at PTA Zonal Office Muzaffarabad 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.

- h. 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 five (02) Security guards at **PTA Zonal Office Muzaffarabad** with alternate shift i.e. **One (01) Guard in 1<sup>st</sup> Shift** (from 0800 Hrs. to 2000 Hrs.) and **One (01) Guard in 2<sup>nd</sup> shift** (from 2000 Hrs. to 0800 Hrs.).
- 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 on the notice of 24 hours.

#### **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-A**.
- 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 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-A** hereto and PTA agrees to make payment under each invoice during the first year of the Agreement by 10<sup>th</sup> of each month after the receipt of such Invoice.
- 5.6 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/EXCISE & TAXATION DEPARTMENT AJK, failing which this agreement shall be terminated with immediate effect.

- 5.7 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 or provincial governments, 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 Office, Muzaffarabad.
- 5.8 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, Muzaffarabad or may be specified from time to time.
- 5.9 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.
- 5.10 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, if it is declared as successful bidder, deposit a "**Performance Bond/Bank Guarantee**" equivalent to two (02) months remuneration of the first year, through a Pay Order/ Bank draft in favor of PTA within one week of award of Contract/Agreement. The Bid Security/Earnest Money of the successful contractor will be adjusted against the performance guarantee. If the bidder fails to deposit Performance Bond/Bank Guarantee within one week of the receipt of the letter awarding the job, the Agreement shall be treated as cancelled and the earnest money shall be forfeited.
- 6.2 Performance Guarantee shall be released after the expiry of the Agreement subject to issuance of NOC by Incharge PTA Zonal Office Muzaffarabad.

## **7. DUTIES**

The Security Company shall be responsible for any and all duties performed by deployed Security Guards at PTA Zonal office Muzaffarabad. However, the

Guards/Staff deployed by the Security Company shall perform their duties, including but not limited to 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, Incharge of security at PTA 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 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** building/premises and report if found irregularity.
- 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 eventually 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** 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 two 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 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**. It is understood by the parties 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 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** 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 employees subject to the terms contained in this Agreement.
- 8.3 If in the opinion of the **PTA** 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** to that of any of its officer, **PTA** 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**.



## **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 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.

11.3 If the Security Company shall make 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 except matters, which are the sole discretion of **PTA Zonal Office Muzaffarabad** 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 Zonal Office, Muzaffarabad** and on their recommendations the third arbitrator will be appointed, to decide the matter. The decision of arbitrators shall be final and binding.

## **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 Majeure**

Upon failure of in the performance of service as required under this Agreement by the security company in the event of force majeure i.e. Act of God, riots, etc. the security company shall inform PTA as soon as possible and shall not be liable for provision of services as required under this Agreement during the term of such event.

## **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 by Security within thirty (30) days after receiving written notice from PTA Zonal Office Muzaffarabad, 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.

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, Muzaffarabad  
Witness 1: \_\_\_\_\_  
Witness 2: \_\_\_\_\_

**Annexure-A****Payment/Charges**

<b>S. No.</b>	<b>Year</b>		<b>Rate</b>
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