



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
www.pta.gov.pk
B-92, Upper Chatter, Housing Scheme, Muzaffarabad

INVITATION TO BID

Tender No: PTA-MZD/Admin.3(10)/2024

Hiring of Security Services for PTA Zonal Office Muzaffarabad

Pakistan Telecommunication Authority (PTA), Zonal Office Muzaffarabad invites electronic bids from well-reputed, experienced and license holding private Security Companies/firms registered with SECP, Income Tax & Sale Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue/ Inland Revenue Department AJK for provision of Security Services at PTA Zonal Office Muzaffarabad for a period of Three (03) years.

E-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at (<https://eprocure.gov.pk>).

The electronic bids must be submitted by using EPADS on or before 13th August 2024 by 10:30 AM. Manual bids, shall not be accepted. Electronic Technical bids will be opened on the same day electronically at 11:00 AM. This advertisement is available on PPRA website at www.ppra.org.pk.

Note: Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at <https://eprocure.gov.pk> and www.pta.gov.pk.

Nasir Ali Khan ZONAL DIRECTOR

PTA Zonal Office, B-92, Upper Chatter,
Housing Scheme, Muzaffarabad

Tel: 05822-921198, Fax: 05822-921199

Email Address: nasir@pta.gov.pk

PID (I) 523/24

BIDDING DOCUMENT

1. Pakistan Telecommunication Authority (PTA), Zonal Office Muzaffarabad invites electronic bids from well reputed, experienced and license holding private Security Companies/firms registered with SECP and Income Tax/Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue/ Inland Revenue Department AJK for provision of security services to PTA Zonal Office Muzaffarabad for a period of three (03) years as per detail given below:-

Duty Place	*Guard 1 st Shift Morning	*Guard 2 nd Shift Evening	*Guard 3 rd Shift Night	Total	Required Equipment	
					Handheld metal detector	Search Mirror
House No: B-92, Upper Chatter, PTA Zonal Office Muzaffarabad	2x Armed guards (0600 to 1400)	2x Armed guards (1400 to 2200)	2x Armed guards (2200 to 0600)	06	02	01

2. The services will be hired according to PPRA Single Stage - Two Envelop Procedure [ref rule 36(b) of PP Rules 2004] are enumerated below:-

- i. The bid shall be submitted through E-Pak Acquisition and Disposal System (e-PADS) available on PPRA website. All interested bidders must register themselves on PPRA website in e-PADS as suppliers for submitting their bids. The detailed procedure for submission of bids is available at PPRA website i.e. [epronotifl.pdf \(ppra.org.pk\)](#).
- ii. The bids, prepared in accordance with the instructions in the bidding documents, **must be submitted through PPRA EPADS only** on or before 13th August, 2024 by **10:30 AM**.
- iii. Technical Bids will be opened the same day on PPRA EPADS at 11:00 AM. The bidders may be physically present or may choose to participate online during live opening session.
- iv. Bid Security (**in original**) of Rs. 100,000/- (Rupees one hundred thousand only) in the shape of Pay orders / Demand Draft in the name of Pakistan Telecommunication Authority must reach this office on or before of the closing date by 1030 hours (bid security in the shape of cheques shall not be entertained).



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Zonal Office Muzaffarabad

- v. After the announcement of technical evaluation report, PTA Zonal Office Muzaffarabad shall, at a time within the bid validity period, publically open financial proposals of the technically accepted bids only at a time, date and venue announced and communicated to the bidders in advance.
- vi. PTA reserves the right for the selection of "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 (lowest in price).

3. 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:-

- i. Registration with SECP as Private Limited Company/Registrar of Firms
- ii. NOC from Ministry of Interior for running Security Company/Local Home Department AJK.
- iii. Valid license from Government of Azad Jammu & Kashmir to operate as private security Company in AJ&K.
- 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 for both income tax and sales tax.
- vii. Copy of Latest Annual Tax Returns filed with FBR or Excise & Taxation Department AJK.
- viii. Certificate of Membership with All Pakistan Security Agencies Association (APSAA) and renewal for at least 2023.
- ix. Certificate of bank account maintenance from a scheduled bank.
- x. Certificate of Registration with Old Age Benefit Institute (EOBI).
- xi. Affidavit, on non-judicial stamp paper of Rs. 100, that the firm has not been black-listed by any Government/Semi Government organization, company or autonomous body. Further, the bidder' name shouldn't be on list of PPRA black listed firms.
- xii. No contract has been rescinded in the past for non-fulfillment of contractual obligations.

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- xiii. Pay Order/Bank Draft of Rs. 100,000/-shall be submitted in original before the bid closing time. Copy of the pay order/bank draft shall be scanned and made part of the Technical Proposal submitted electronically.
- xiv. Deployment of at least 500 security guards in Pakistan/AJK. A Certificate to this effect will be furnished along with details of deployment (Facts may be verified by the committee through provided clients list).
- xv. A Certificate to the effect that all Security Guards are paid monthly wages, not less than the minimum wages fixed by the Government of AJK 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.
- xvi. At least 3 x Good Performance Certificates from major clients (Government departments, Multinational/ private Companies, Banks, Embassies and 5-Star Hotels etc.) where your security company has provided or providing security services.
- xvii. The company should have valid licenses of automatic weapons and will provide at least 2 x Semi-Automatic weapons along with other weapons (attach copies of valid documentary evidences/ license copies).

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

4. Based on the record/documentary evidence submitted by the bidders, each bidder shall be evaluated as per the Technical Evaluation Criteria at Annex-A. Threshold for qualifying for financial evaluation shall be 70%.
5. Financially lowest bidder 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.
7. Salaries, perks, privileges and work hours of the guards will be governed strictly according to the Government's rules/regulations.
8. Payment to the successful bidder/ contractor shall be linked with active taxpayer status. If the contractor is not in ATL, no payment shall be made until the bidder appears on ATL of FBR or EXCISE & TAXATION DEPARTMENT AJK. In this regard, reference is made to Regulation 2 of Eligible Bidders (Tax Compliance) Regulations, 2015 of PPRA.
9. 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

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Pakistan Telecommunication Authority
Zonal Office Muzaffarabad

provide Character Certificate (endorsed by local Police Station) of each guard with verified antecedents.

10. 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.

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

12. Each guard shall perform duty on an average of 8 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.

13. The company shall provide 2x Hand-held Metal Detectors and 1x Vehicle Search Mirror at the location(s) given at clause 1 above.

14. 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.

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

16. 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 not later than expiry of the Bids.

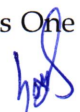
17. Performance Guarantee: The Security Company, if it is declared as successful bidder, will be required to deposit a "Performance Guarantee (P.G.)" equivalent to 05% of the amount of total value of contract (for all three years) in accordance with Rule 39 of PP Rules, 2004 through a Bankers Cheque issued from any scheduled bank in favor of PTA at the time of signing of Contract/Agreement.

18. The Bid Security of the successful bidder will be released against deposit of the Performance Guarantee (P.G.). If the bidder fails to deposit P.G., contract shall be treated as cancelled and the bid security shall be forfeited. Performance Guarantee shall be released after the expiry of the total contract period as mentioned in agreement.

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 Performance Guarantee and any amount due towards Security Company.

20. Alteration/Modification of Agreement. The Security Company shall reproduce draft agreement provided by PTA on stamp paper with stamps affixed of Rupees One Hundred.

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Pakistan Telecommunication Authority
Zonal Office Multan

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.

21. The **Financial Proposals** shall be submitted along with its **break-up** as per **Annex-B**. In case, any bidder either doesn't provide or provides incorrect break-up of its financial bid then the procuring agency may ask the bidder for furnishing the same. However, in any case the total of break-up of the bid shall remain equal to the amount of original financial bid.

22. The bids, prepared in accordance with the instructions in the bidding document must be submitted through PPRA EPADS only on or before at 10:30 A.M. on 13th August, 2024. Technical bids will be opened the same day electronically on PPRA EPADS at 11:00 A.M.

23. PTA Zonal Office Muzaffarabad reserves the right to reject all bids as per PPRA rules.

24. Mechanism for Blacklisting of Bidders/Contractors will be as under:

- a. The Procuring Agency (i.e. PTA) shall, bar a bidder or contractor, for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, who either:
 - i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
 - ii. Fails to perform his contractual obligations; and
 - iii. Fails to abide by the bid securing declaration;
- b. The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority (i.e. PPRA) for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- c. The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
- d. In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
- e. In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- f. The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The

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Zonal Office Muzaffarabad

- g. The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- h. The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- i. Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
- j. The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.
- k. The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
- l. The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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Technical Evaluation Criteria for Hiring Of Security Guard Services

Criteria	Max. Marks
a) <u>Performance Profile</u> Good Performance Certificates issued by existing or former Major Clients (Multinational Corporations/ Govt. Organizations/ Embassies / Banks/ 5- Star Hotels etc.) (05 Mark each)	35
b) Experience of the company _____ years (02 Mark for each year starting from oldest contract/ award letter etc.)	20
c) <u>Centralized 24/7 Control Center for Monitoring of Security Services</u> i. Yes (10 Marks) ii. No (0 Marks)	10
d) Armed Mobile Response Unit(s) at Muzaffarabad, in case of emergencies: i. More than one mobile units (05 Marks) ii. Minimum one mobile units (03 Marks) iii. No Mobile Units (0 Marks)	05
e) <u>Training of Security Guards (provide certificates of training sessions)</u> i. Yes (10 Marks) ii. No (0 Marks)	10
f) Company's/ Firm Welfare Policies for its Guards (Other than EOBI): i. Life Insurance Policy for Guards (05 Marks) ii. Health Insurance Policy etc. for Guards (05 Marks) iii. No such Policy (0 Marks)	10
g) <u>Minimum strength of Security Guards deployed in Pakistan/ AJK</u> i. More than 500 Guards (10 Marks) ii. Less than 500 but more than 200 Guards (5 Marks) iii. Less than 200 Guards (0 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%.

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FINANCIAL PROPSAL
Hiring of Security Services for PTA Zonal Office Muzaffarabad

a. The monthly rate/total amount for provision of 6x Security Guards on 24 hours basis i.e.

Duty Place	*Guard 1 st Shift Morning	*Guard 2 nd Shift Evening	*Guard 3 rd Shift Night	Total	Required Equipment	
					Handheld metal detector	Search Mirror
House No: B-92, Upper Chatter, PTA Zonal Office Muzaffarabad	2x Armed guards (0600 to 1400)	2x Armed guards (1400 to 2200)	2x Armed guards (2200 to 0600)	6	02	01

b. Inclusive of all applicable taxes quoted below:

Amount (in PKR)

S #	Place	No. of Guards	Amount for 1 st Year of Contract		Amount for 2 nd Year of Contract		Amount for 3 rd Year of Contract	
			Rate per guard per month (A1)	Amount for 06x guards per month (B1)	Rate per guard per month (A2)	Amount for 06x guards per month (B2)	Rate per guard per month (A3)	Amount for 06x guards per month (B3)
1.	PTA Zonal Office Muzaffarabad	06						
Total for each year of Contract (Bx12)			B1x12		B2x12		B3x12	
Grand Total for three years of contract (In figures)								

Total amount in words:

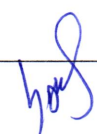
Total for 1st Year of contract:
Rupees _____

Total for 2nd Year of contract:
Rupees _____

Total for 3rd Year of contract:
Rupees _____

Grand Total for all three years of contract: Rupees. _____

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 Zonal Director
 Pakistan Telecommunication Authority
 Zonal Office Muzaffarabad

Breakup of bid price per Security Guard per Month

Amount (in PKR)

S#	Description	1 st Year of contract	2 nd Year of contract	3 rd Year of contract
1	Salary (not less than minimum wage approved by Govt. of AJ&K for FY 2023-24)	32,000	32,000	32,000
2	Any other amount over and above than the minimum wage if the bidder wants to pay to security guards.			
3	Service charges			
4	EOBI Contribution @ 5% of minimum wage	1,600	1,600	1,600
5	Insurance charges/premium per guard			
6	Any other amount/ charges etc. included in the bid price			
7	Sales Tax (Rate & Amount)			
	Total			

Notes:

- i. The amount of applicable minimum wage for FY 2023-24 in above table has been mentioned/filled by the procuring agency for all three years of contract and accordingly the amount of EOBI contributions has also been inserted. Therefore, the bidders shall not alter these amounts due to the reason that any subsequent change / revision in Minimum Wages and EOBI Contributions by Government of AJK/ EOBI shall be agreed by both the parties as per law and payment will be made to the contractor accordingly. Further, any change/ revision in Sales Tax by Govt. of AJK will also be acceptable to both parties.
- ii. Whereas, "any other amount over and above than the minimum wage if the bidder wants to pay to the security guards" at S# 2, ' Service Charges ' at S# 3 and "Any other amount/ charges etc. included in the bid price" at S#7 in above table shall remain fixed and be paid as quoted in the Financial Proposal.
- iii. As per PPRA rule 25, attach Rs.100,000/- in shape of banker's Cheque as bid Security along with Technical Bid in scanned version and original will be provided on or before closing time of bid.
- iv. All columns of the Financial Proposal shall be filled. In case of inapplicability of any amount, "N/A" may be mentioned in the column.
- v. Copy of notification for minimum wages for 2023-24 issued by Govt. of AJ&K must be attached.



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Zonal Office Muzaffarabad

DRAFT AGREEMENT OF SECURITY SERVICES

This Security Services Agreement (the "Agreement") is made executed at Muzaffarabad at on this -----day _____ of -----.

By and between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its Zonal Office in Muzaffarabad located at.....(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 referred as the "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, the Security Company _____ duly certified security guards and other personnel, who are fully trained in the field of security.

WHEREAS, the office of PTA situated at Muzaffarabad is desirous to engage the security services (hereinafter referred to as "Services") for the protection of its personnel and assets.

WHEREAS, the Security Company is being engaged in the provision of security services and is duly authorized to provide such security services and has agreed to provide such services to the PTA under the terms and conditions as set forth hereunder.

WHEREAS, the Security Company assures the PTA 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 Azad Jammu and Kashmir (AJK), and is committed to deliver high quality services in accordance with the that it has the requisite expertise and resources to provide top quality of requisite Services to PTA standards and satisfaction.

WHEREAS, the Security Company pledges that the services rendered shall only be provided by personnel possessing the requisite expertise and experience in the field of security.

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

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Zonal Director
Pakistan Telecommunication Authority
Zonal Office Muzaffarabad

Subject to Terms & Conditions of this Agreement and any other stipulation provided in bidding documents, the Security Company shall provide Security Guards as per mandatory requirements prescribed under Bidding Documents attached as **Annexure A** or as communicated by PTA from time to time.

2. TERM OF AGREEMENT

The Initial Term of the Agreement shall be three (03) years, commencing from _____ and ending on _____ (both days inclusive). The Agreement may be renewed in accordance with the provisions of PP Rules, 2004, and by mutual consent of both parties, on such terms and for such period or otherwise as may be mutually agreed upon by the Parties, subject to the satisfaction of PTA and satisfactory completion of the Initial Term.


3. Scope of the Agreement

The Security Company will be fully responsible to provide satisfactory security services at Muzaffarabad Zonal office and it will ensure that:

The Guards. Deployed are Energetic, smart, literate and healthy, (ex-servicemen/civilian) with complete uniform and they are fully conversant with the security principles. The Security Guards should be deployed 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. 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.

a. **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 Zonal Office (Security In-charge) for calculation and compilation on monthly basis.

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Pakistan Telecommunication Authority
Zonal Office Muzaffarabad

b. **Awareness of Duty.** The 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.

c. **Uniform/DRESS.** The Each security guards will be dressed in proper UNIFORM of the Security Company and will be is fully equipped to discharge their duties. Each guard is to be issued with two new uniforms by the Security Company.

(i). WINTER:

Shirts, Trouser, Pullover, Belt, Jockey cap or Barret, Shoes (Ranger Type Uniform).

(ii). SUMMER:

T-Shirts, Trouser, Jockey Cap, or Barret, Belt, Shoes (Ranger Type Uniform).

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

e. **Mishap.** Any mishap will be the responsibility of the Security Company

f. **Medical Fitness.** The company will be responsible to get each guard medically examined by a Registered Medical Practitioner and provide Medical Fitness Certificate before deployment.


g. **Character.** The company shall provide Character Certificate (endorsed by local Police Station) of each guard with verified antecedents.

h. **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.

i. **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 employees will be held liable for either of the above in any manner.

j. **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 AJK.

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Pakistan Telecommunication Authority
Zonal Office Muzaffarabad

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

l. 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.

m. **Unsatisfactory Services.** When circumstances warrant, PTA may refuse the services of any employee 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 the Security Company.

ii) Three consecutive violations of same nature on part of an individual will render him unsuitable for performing duties in PTA and the security company shall provide a replacement

iii) The company would be served with a warning notice in case of persistent minor violations and non-attendance of complaints. Three consecutive warnings may render the company unsuitable for performing security 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 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 the agreement besides involving other legal proceedings as required.

vi) Enrolment. The process of recruiting, interviewing and hiring employees of Security

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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. NUMBER OF PERSONELS/DEPLOYEMENT STATION AND DUTY HOURS

4.1 Security Company shall deploy six (06) Security guards at PTA Zonal Office Muzaffarabad with 8 hours shift i.e. (02) Guards in 1st shift (from 0600hrs to 1400hrs), (02) Guards in 2nd shift (from 1400hrs to 2200hrs) & (02) Guards in 3rd shift 2200hrs to 0600hrs respectively.

4.2 In case PTA requires additional guards for Zonal Office, Muzaffarabad 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 financial proposal 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 as per clause "5.11" hereto and PTA agrees to make payment under each invoice during

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Pakistan Telecommunication Authority
Zonal Office Muzaffarabad

the three years of the Agreement by 10th of each month after the receipt of such invoice subject to compliance of all relevant clauses of this agreement and bidding documents.

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. Monthly wages of the guards will not be less than the minimum wages fixed by the Government of AJK, from time to time. 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 Zonal Office, Muzaffarabad or may be specified from time to time.

5.8 The Security Company shall comply with the requirements of all applicable institutions including Employees Old Age-benefits Institution (EOBI), Social Security Institute or any other government scheme under any other law without owing 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.

5.11 **PAYMENT OF SERVICES CHARGES.** The PTA will pay services charges on monthly basis for the three years of contract, as mentioned below to M/s_____ Security Company Ltd by 10th of each month on submission of invoice and PTA shall not be responsible in any manner to pay either in cash or in kind to other than the amount of salary agreed upon in the agreement for the total strength agreed to be employed.

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S. No.	Year	Number of Security Guards	Rate
a.	1 st Year of Agreement	6x Security Guards (Armed)	Rs. _____/- per month @Rs. _____/-per guard
b.	2 nd Year of Agreement	6x Security Guards (Armed)	Rs. _____/- per month @Rs. _____/-per guard
c.	3 rd Year of Agreement	6x Security Guards (Armed)	Rs. _____/-per month @Rs. _____/-per guard

S#	Description	1 st Year of contract	2 nd Year of contract	3 rd Year of contract
1.	Salary (not less than minimum wage approved by Govt. of AJ&K for FY 2023-24)	32,000	32,000	32,000
2.	Any other amount over and above than the minimum wage if the bidder wants to pay to security guards.			
3.	Service charges			
4.	EOBI Contribution @ 5% of minimum wage	1,600	1,600	1,600
5.	Insurance charges/premium per guard			
6.	Any other amount/ charges etc. included in the bid price			
7.	Sales Tax (Rate & Amount)			
	Total			


5.12 Evidence of remittance of insurance premium will be submitted by the security company within two (02) months of award of the Agreement security contract. Payment will be made on monthly basis by PTA through Fund Transfer/ baker's Cheque/ RTGs (as per prevailing procedure*) after deduction of applicable taxes.

5.13 Overtime. The PTA shall not be responsible for any payment regarding overtime duty of the services provided by M/s _____ Security Company Ltd.

6. PERFORMANCE GUARANTEE

As per PPRA rule 39, the Security Company, if it is declared as successful bidder, will be required to deposit a "Performance Bond/Bank Guarantee" which will be 05% of the amount of total value of contract (for all three years), in shape of Banker's Cheque in favor of PTA at the time of signing of Contract/ Agreement.. The bid security of the successful contractor will be released against deposit

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of the Performance Guarantee (P.G.) adjusted on deposit of the P.G. If the bidder fails to deposit P.G., the contract shall be treated as cancelled and the bid security shall be forfeited.


Performance Guarantee shall be released after the expiry of the total contract period as mentioned in agreement.

7. DUTIES of GUARD

The duties of the personals deployed by the Security Company shall include but not limited to the following; **DUTIES INCLUDE THE FOLLOWING:**

- a. Entry. Ensure Prevention of unauthorized entry of any person into the Office premises of PTA entrusted in the charge of M/s _____ Security Company of any person not authorized by the PTA or any person who lacks proper identification.
- b. Prevention. Prevent pilferage of items/equipment/property belonging to PTA from the premises of PTA which are placed under charge of M/s _____ Security Company Ltd 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 the M/s _____ Security Company Ltd.
- d. To take appropriate action in case of emergencies like:
 1. Fire Alarm. Raising of fire alarm and prompt communication to Fire Brigade and officer in-charge of the installation and arrange rescue activities.
 2. Forced Entry will be promptly reported to the local police station, in charge of Security at PTA installation and the Control Office of M/s _____ the Security Company Ltd for appropriate action.
 3. Law and Order Situation will be promptly reported to the local police station, in charge of Security at PTA and the Control Office of Security Company for appropriate action by security guard. All entry points shall be closed under such a situation.
 4. Injuries. To arrange immediate medical coverage of any person injured in the premises.

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5. Daily Checking. To carry out daily checking of all security lights, entry points and locked premises for their effectiveness during off hours.
6. Patrolling / Parquetting the installation as per specific written orders peculiar to the installation prepared by the M/s _____ Security Company Ltd approved by PTA.
7. 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.
- g. 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 authority for provision of essential firefighting equipment and its regular maintenance.
- h. Chief Security Officer's instructions. Security Supervisor will also comply with Chief Security Officer's instructions for checking of firefighting equipment installed in PTA building/premises.
- i. 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 /guards and firefighting people, 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.
- j. 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.

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- k. 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.
- l. Leave. Security guards will be granted as per the law of land i.e. AJK Factories Act-2018.
- m. Equipment. Besides other equipment and weapons, the company will provide following as per details below:-

Sr. No	Equipment/weapon	Quantity
1	Semi-Automatic Weapon	02
2	Metal Detector	02
3	Under Vehicle search mirror	01


- n. Ex-Servicemen/Civilian. Ex-Servicemen will be preferred as security guards for performance of security duties. However, civilian security guards with minimum 5 years' experience with security companies are acceptable 2 out of 6.

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 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 personals/guards deployed by the persons employed by M/s_____ Security Company Ltd who perform the services specified in this agreement shall be the employees of Company and shall not at any time attempt to represent such employees or its offices as employees of the PTA. It is understood by the parties hereto that neither the PTA nor any employee 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 the Security Company. Since M/s_____ the Security Company Ltd is the employer of all such persons who perform the

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services specified in this Agreement, the M/s_____ Security Company Ltd Company shall pay wages to such person and shall control and supervise the work done by them, shall instruct them as to the manner in which the work has to be done by them as may be warranted. The PTA shall not interfere with the right of M/s_____ Security Company Ltd to hire its employee or in the selection or non-selection of any person as its employees subject to the terms contained in 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. This indemnification extends to all claims, demands, proceeding, cost, charges and expense whatsoever in respect thereof, including all litigations, court processes and court cases and all proceedings filed or instituted by the personnel employed by the Security Company, 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.

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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. The Security Company and its personnel shall act in accordance with any instructions that may be given to them by PTA from time to time, whether verbal or written.

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.

12. DISPUTES

All questions, disputes and 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. In the event that 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. Upon their recommendations, the third arbitrator will be appointed to decide the matter. The decision of the 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.

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Pakistan Telecommunication Authority
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14. FORCE MAJURE

Upon failure 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 promptly inform PTA in writing within seven days of such event. During the term of such an event, the Security Company shall not be held liable for provision of services as required under this Agreement. Upon cessation of the event the agreement shall be binding.

15. TERMINATION

Notwithstanding anything herein contained, PTA shall be exclusively authority to terminate this Agreement under the following conditions:

15.1 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 ten (30) days after receiving written notice from PTA, or in case PTA is not satisfied with the Services being provided by the Security Company.

15.2 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 be liable to the Security Company for any compensation, reimbursement, or damages because of the loss or prospective profit or from expenditures or commitments incurred in connection with the business of the Security Company due to expiration or termination of this Agreement.

16. MODIFICATION

Any amendment or modification of this Agreement or additional obligation assumed by any party shall 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.

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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 AJK.

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

Signed on behalf of

M/s _____ (Pvt.) Ltd

(Zonal Director) for
PTA Zonal Office,
Muzaffarabad

Witness 1: _____

Witness 1: _____

Witness 2: _____

Witness 2: _____

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Nasir Ali Khan
Zonal Director
Pakistan Telecommunication Authority
Zonal Office Muzaffarabad