



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

INVITATION TO BID

Provision of Security Services at PTA, Regional Office, Gwadar

Pakistan Telecommunication Authority (PTA) a Telecom Regulator invites sealed bids from well reputed/experienced security companies, registered with Income Tax and Sales Tax Departments (i.e. FBR & BRA) and who are on Active Taxpayers List of Federal Board of Revenue (FBR) & Balochistan Revenue Authority (BRA) for the provision of security services at PTA Regional Office Gwadar for three (3) years.

Bidding documents, containing detailed terms and conditions etc., are available for interested bidders at PTA Regional Office Gwadar. Price of bidding documents is Rs. 500/- (non-refundable in shape of pay order issued from scheduled bank in favor of PTA). Bidding documents can also be downloaded from www.pta.gov.pk free of cost.

The bids prepared in accordance with the instructions in the bidding documents, must reach at Office of Regional Head, Pakistan Telecommunication Authority, Regional Office, Bungalow BH-3, Phase-1, New Town, Gwadar on or before 20th April, 2022 by 11:00 AM. Technical Bids will be opened on the same day at 11:30 AM at PTA Regional Office, Gwadar. This advertisement is also available on PPRA Website at www.ppra.org.pk.

**Fahad Ahmed
Regional Head**

PTA Regional Office
Bungalow No. B-H-3, Phase-1, New Town, Gwadar
Tel: 086-4410181, Fax #: 086-4410181
Email: gwadar@pta.gov.pk

14x2

BIDDING DOCUMENT

For Provision of Security Services at Pakistan Telecommunication Authority (PTA), Regional Office Gwadar

1. Pakistan Telecommunication Authority (PTA), Regional Office Gwadar invites sealed bids from well reputed, experienced and license holding private Security Companies/firms registered with SECP/ Registrar of Firms and Income Tax/Sales Tax Department for provision of security services to **PTA Regional Office, Gwadar**, located at below mentioned address **OR** any other location at Gwadar in case the office is relocated to a new premises in future, for a period of three (03) years as per detail given below:-

Place	*Guards 1st Shift (8 Hours)	*Guards 2nd Shift (8 Hours)	*Guards 3rd Shift (8 Hours)	Total Guards
PTA Regional Office, Bungalow BH-3, Phase-1, New Town, Gwadar	Two (08:00 to 16:00)	Two (1600 to 00:00)	Two (00:00 to 0800)	Six

*Duly armed with Semi-Automatic Weapon

2. Save as otherwise provided, a Single Stage - Two Envelop Procedure as per Rule 36 (b) read with Rule 37 of the Public Procurement Rules, 2004, as amended (the "Rules") shall be opted.
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 Regional Office, Gwadar without being opened;
 - e. PTA Regional Office, Gwadar shall evaluate the **Technical Proposal** first without reference to the price and reject any proposal which does not conform to the mandatory requirements specified in this Bid document;
 - f. During the technical evaluation no amendments in the technical proposal shall be permitted;

- g. The **Financial Proposals** of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance in presence of PTA Zonal Purchase Committee and representatives of technical qualified companies;
- h. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders;
- i. 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 at first stage of 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: -

- i. Registration with SECP as Private Limited Company//Registrar of Firms.
- ii. NOC from Ministry of Interior for running Security Company.
- iii. National Tax Number (NTN) Certificate of FBR.
- iv. Sales Tax Registration Certificate from concerned Govt. Office.
- v. The Security Company should be on Active Taxpayers List of FBR /respective Provincial Revenue Authority.
- vi. Copy of Latest Annual Tax Returns filed with FBR.
- vii. Certificate of Membership with All Pakistan Security Agencies Association (APSAA) with latest renewal for 2021-22.
- viii. Certificate of bank account maintenance from a scheduled bank.
- ix. Certificate of Registration with Old Age Benefit Institute (EOBI) and Employees Social Security Institution (ESSI).
- x. Affidavit, on **non-judicial stamp paper**, that the firm has not been black listed by any Government/Semi Government organization.
- xi. Pay Order/Bank Draft/Bankers Cheque of Rs. 100,000/- issued from any scheduled bank in favor of PTA shall accompany the **technical proposal** as Bid Security. Failing to do so may result into disqualification.
- xii. Deployment of at least 500 security guards in Pakistan. A **Certificate** on letter head of the company to this effect will be furnished along with details of deployment (Facts may be verified).

- xiii. A **Certificate** 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 Balochistan, as per latest budgetary year. Any violation at any stage in this regard will render the security company ineligible to work with PTA.
- xiv. At least 3 x **Good Performance Certificates** from major clients like (Multinational Companies, Banks, Govt./ Private Organizations, Embassies and 5-Star Hotels etc) where Security Company has provided security services.
- xv. The company should have valid licenses for all weapons and bound to provide at least 2 x automatic/ semi-automatic weapons (with valid license along with certificate of issuance of each weapon against name of custodian must be submitted to this office prior the deployment).
- xvi. Affidavit on **non-judicial stamp paper** that the documents/facts/details/information submitted to PTA are true and liable to be rejected if proven false and, in that case, entire expense on legal proceedings shall be borne by the company.

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 bidder 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. Security Company is obliged to pay the security guards the minimum wages set by the Government from time to time. PTA would not bear any additional cost on account of enhancement in this regard. 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/ Contractor shall be linked with continuous active taxpayer status. If the successful Bidder/Security Company/ Contractor is not in ATL, no payment shall be made until the Security Company /Contractor appears on ATL of FBR as well as BRA. 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 contractor with the monthly invoice.

11. The Successful Bidder/Security company/Contractor will be responsible to get each guard medically examined by a Registered Medical Practitioner and provide Medical Fitness Certificate before the deployment of guards and will provide the fresh fitness certificate whenever requested by this PTA Regional Office Gwadar (without any additional cost).
12. The Successful Bidder/Security Company/Contractor shall also provide character certificates of each guard with verified antecedents by local police before the deployment.
13. 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.
14. The Security Company/Contractor should 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 the biological viral diseases. (whenever need basis)
15. The guards should be well-trained and well-capable to handle the situation including but not limited to bomb blast, earthquakes, events of fire, public protest, turmoil etc. and active in calling for emergency response team/services without any delay, by taking in confidence the Admin/security in-charge of concerned office.
16. Each security guard shall perform duty on an average of 08 hours per day. All security guards will be entitled for 02 days leave in a month without the deduction of any pay; the security company should provide the reliever guard (at no extra cost to PTA) along-with verified character certificate before approving the leave of any guard.
17. The Successful Bidder/ Security Company/Contractor will provide a **Hand-held Metal Detector** and a **Vehicle Search Mirror** at the location.
18. The successful bidder/ Contractor/Security Company will have to provide either ex-Servicemen or well literate young energetic trained civilian, fully equipped and well conversant with security duties and other requirements as mentioned in the security agreement.
19. The Contractor /Security Company will provide Security Guard Services as per Terms & Conditions, to be settled later on in the shape of Contract/Agreement with PTA Regional Office Gwadar and mentioned in the bidding documents.
20. An agreement will be made between PTA and successful bidder / Contractor/ Security Company on stamp paper.
21. Availability of additional guards (if so required) will be arranged on same day /where in the absence or emergency situation additional guard must be provided within 1 hour of request.

22. **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.
23. **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 Performance Guarantee and any amount i.e. service charges etc. due towards the Contractor/Security Company.
24. **Alteration/Modification of Agreement.** The Successful bidder/ Contractor Security Company shall reproduce draft agreement provided by PTA on stamp paper. The Contractor /Security Company shall not alter/add/delete any article, clause or chapter of the draft agreement. However, Contractor /Security Company may rephrase any clause or chapter with the consent of PTA for purpose of clarity, legality or otherwise except where scope of work, Terms & Condition and service charges is not adversely affected against PTA.
25. The bids, prepared in accordance with the instructions in the bidding document must reach at PTA Regional Office, Gwadar on or before **20th April, 2022 at 11:00 A.M.** Technical bids will be opened on the same day at **11:30 A.M.**
26. If a Security Company/bidder is already working at any Office/location of PTA or worked previously, that firm/Company should produce a performance satisfactory certificate duly issue by Director (Admin) or Zonal/Regional Head.
27. PTA reserves the right to accept or reject all bids as per PPRA rules.

Technical Evaluation Criteria for Provision of Security Services

Criteria	Max. Marks
a) <u>Performance Profile</u> 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) Experience of the company _____ years (1.5 Mark for each year) (To be reckoned from the provided copy of oldest work order, agreement, performance certificate etc.)	15
c) <u>Training of Guards (Firing Range etc.)</u> i. State of the Art own Training Facility (05 Marks) ii. Others (02 Marks)	05
d) <u>Training of Security Guards for Fire Extinguishing / Fire Fighting, in the event of fire: (provide certificates of training sessions)</u> i. Yes (05 Marks) ii. No (0 Marks)	05
e) <u>Centralized 24/7 Control Center for Monitoring of Security Services</u> i. Yes (10 Marks) ii. No (0 Marks)	10
f) <u>Armed Mobile Response Unit(s) at Gwadar, in case of emergency situation:</u> i. More than 1 mobile units (05 Marks) ii. One mobile unit (03 Marks) iii. No Mobile Units (0 Marks)	05
g) <u>Company's Welfare Policies for its Guards:</u> 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 OR Life Insurance Policy EOBI coverage for Guards (10 Marks) iv. No Policies (0 Marks)	20
h) <u>Minimum strength of Security Guards deployed in Pakistan</u> i. More than 1500 Guards (10 Marks) ii. Less than 1500 but more than 500 Guards (5 Marks) iii. Less than 500 Guards (0 Marks)	10
Total Score	100
Minimum Score to Pass for Financial Evaluation	70

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

Regional Head
 PTA Regional Office
 Gwadar
 Tel No. 086-4410181

FINANCIAL PROPSAL**Provision of Security Services for PTA Regional Office, Gwadar**

The monthly rate/total amount for provision of Six (06) Security Guards i.e. Two (02) guards for first shift (08 hours i.e. 08:00 Hrs-16:00 Hrs), Two (02) guards for second shift (08 hours i.e. 16:00 Hrs-00:00 Hrs) and Two (02) guards for third shift (08 hours i.e. 00:00 Hrs-08:00 Hrs) for **PTA Regional Office, Gwadar**, located at **Bungalow BH-3, Phase-1, New Town, Gwadar** OR any other location at Gwadar in case office is relocated to a new premises in future, inclusive of all applicable taxes are quoted below:

Amount (in PKR)

Six (06) Armed Security Guards (08 hours shift) for PTA Regional Office, Gwadar			
Description	Amount for 1st Year Of Contract	Amount for 2nd Year Of Contract	Amount for 3rd Year Of Contract
Rate Per Guard Per Month			
Amount For 06 x Guards Per Month			
Total Amount of 06 x Guards Each Year			
Grand Total of Three Years Contract			

Total amount in words:1st Year of contract: *Rupees* _____2nd Year of contract: *Rupees* _____3rd Year of contract: *Rupees* _____GRAND TOTAL (for 3 years): *Rupees* _____

Note:

- i) The bid amount should be inclusive of GST/all applicable Taxes.
- ii) All columns of the Financial Proposal shall be filled carefully.
- iii) Attach Rs.100,000/- as Bid Security along with **technical bid** in original.
- iv) Minimum rates of wages notification copy for FY 2021-22 must be attached.
- v) 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 on services by Government of Balochistan shall be adjusted/ accepted by both the parties as per law and payment will be made to the contractor accordingly.
- vi) The Security Company, if it is declared as successful bidder, 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/Bankers Cheque issued from any scheduled bank in favor of PTA within one week of award of Contract/Agreement.
- vii) 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 awarding of the Contract/Agreement, the same shall stand cancelled and the bid security shall be forfeited.
- viii) Performance Guarantee shall be released after the expiry of the agreement subject to issuance of NOC by In-charge PTA Regional Office, Gwadar.

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 Regional Office located at Bungalow BH-3, Phase-1, New Town, Gwadar (hereinafter referred to as the “PTA Regional Office” 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 Regional Office is desirous to acquire the Security Services (hereinafter referred to as “Services”) for its office located at Bungalow BH-3, Phase-1, New Town, Gwadar.
2. The Security Company is being engaged in providing of such Services and has agreed to provide these Services to PTA Regional office, Gwadar 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 security guards.
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 in PTA Regional office, Gwadar Premises.

NOW THEREFORE, for good and valuable consideration the adequacy whereof is hereby confirmed and the mutual benefits to be derived there from, the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, PTA Regional Office 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 and as prescribed under Bidding Documents, and this Agreement or as it will be communicated by PTA Regional Office from time to time to the Security Company.

2. TERM

The Initial Term of the Agreement shall be three (03) years commencing from (date/month/year) ____/____/____ and ending on ____/____/____ (both days inclusive). This 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 in accordance with the prevailing law(s). .

3. RESPONSIBILITIES

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

- a. The deployed guards shall be Energetic, smart, well mannered, literate and healthy (ex-serviceman/civilian) with complete uniform and fully conversant with the security principles and must not perform the double shift duty at PTA or any another company/firm/organization after the predefined duty hours. The deployment of Security Guards will be in consultation with the security in-charge of the PTA Regional office.
- b. The Security Guards provided by the security 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 guards will not be accepted at any condition.
- c. Daily attendance is marked in the register at the point as well as Daily Attendance sheet for submission to security in-charge of PTA Regional Office for monthly audit. Representative from the security company should randomly (at least twice in a week) monitor the performance of guards as per the Terms & Conditions and also verify the same on attendance register and meeting with security in-charge of PTA Regional Office.

- d. Each guard on duty has received and understood written instructions for basic duties, including always looking neat and clean and must be dressed-up in proper UNIFORM provided by Security Company and always display I.D card and should be active, energetic and fully equipped to discharge his duties.
- e. Each guard is to be issued at least three new uniforms along-with new shoes, and no guard will be allowed washing of their uniform inside the office premises.
- f. The Armed Guards who will be called "Standing Security Guards" are alert, patrolling and vigilant in 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 i.e. Joint Board of Inquiry etc.
- g. Each guard is medically examined by a registered medical practitioner and provided medical fitness certificate. Similarly, the security company shall also provide character certificates of each guard with verified antecedents by local police.
- h. Security Company's Manager/POC must introduced new or substitute security guard to the in-charge Security of PTA Regional Office before the deployment along with official deployment letter, Police Verification and copy of valid CNIC.
- i. The directions of the PTA Regional office 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 be responsible,

- a. To provide at no additional cost to the PTA Regional Office, 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 and medically fit and 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, mishap or injury to its employees or cause by its employee and agrees that neither the PTA Regional Office **nor** any employee of PTA 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. 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 with immediate effects.

- f. For recruitment, discipline and all other service matters of its employee. The Security Company will not in any case use as substitute any official of **PTA Regional Office**, regarding their service matter, which is the sole responsibility of Security Company.
- g. When circumstances warrant, that **PTA Regional Office**, may refuse to accept services from any security guard 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.500/- per penalty for each guard will be deducted in case of minor violations like not wearing of uniform/late arrivals/negligence, attending guests or visitors in rudely manner, leaving office premises in duty hours, etc. "All fines and penalties" will be deducted by PTA Regional Office, 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 in PTA Regional Office.
 - (iii) The Security Company would be served with a warning notices with imposing of the penalties. Where in case of persistent violations, offensive behavior, not adhering the instructions, refusing to take responsibility and non-compliance against telephonic/email/in writing complaints, after two consecutive warnings on similar content, the additional penalties may be imposed to Security Company ranged from 5% to 20% of total monthly payment against each additional warning after first two warnings against similar content or non-compliance against any reported issues. Also, PTA may terminate this Agreement with immediate effect after three consecutive warnings against serious violations.
 - (iv) 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 six (06) Security Guards at **PTA Regional Office Gwadar** with alternate shift i.e. **Two (02) Guards in 1st Shift** (from 08:00 Hrs to 16:00 Hrs), **Two**

(02) Guards in 2nd shift (from 16:00 Hrs to 00:00 Hrs) and **Two (02) Guards in 3rd shift** (from 00:00 Hrs to 0800 Hrs)

- 4.2 In case PTA Regional office requires additional guards, the Security Company shall provide the same according to the requirement on the terms as 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 Regional Office 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 is 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 Regional Office 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 security guards of Security Company. PTA Regional Office will not pay any additional amount during contract period not specified herein and/or bidding documents except for requesting for additional security guards.
- 5.5 The Security Company shall submit its invoice in accordance with the rates/charges specified in **Annexure-A** hereto and PTA Regional Office agrees to make payment under each invoice during the first year of the Agreement by 10th of each month after the receipt of such Invoice.
- 5.6 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/BRA, failing which this Agreement may be terminated.
- 5.7 PTA Regional Office 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 Regional Office.
- 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 Regional office, or may be specified from time to time.

- 5.9 The Security Company shall be bound to have its 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 Evidence of remittance/ contribution in respect of deployed security guards shall be submitted by the contractor with the monthly invoice.
- 5.11 Any additional time/hours of duty which may be treated by law as overtime, shall not be paid by PTA, and it shall be sole duty of Security Company.

6. PERFORMANCE GUARANTEE

- 6.1 The Security Company shall deposit a "**Performance Guarantee**" equivalent to 6% of the amount of total value of contract, through a Pay Order/Bank draft/Bankers Cheque issued from any scheduled bank in favor of PTA 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 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 Regional Office, Gwadar.

7. DUTIES

The Security Company shall be responsible for any and all duties performed by deployed Security Guards at PTA Regional office Gwadar. 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 Regional Office which are under charge of Security Company as per written instruction issued by the authorized officer of PTA Regional Office.
- c. Inform concerned authorized officer of PTA Regional Office promptly and accurately in case of any occurrence detrimental to the security of PTA Regional Office 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 in-charge of security of PTA Regional Office, Police Station and Control Centre (if any) or in-charge monitoring the security services of the Security Company for appropriate actions.
 - (iii) Law and Order Situation will be promptly reported to the local police station, with the permission of in-charge of security at PTA Regional Office and in-charge monitoring the security services of the 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/employees, 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 Regional Office building/premises and report to in-charge of Security 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 Regional Office 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.
 - l. The Security Company will provide essential healthcare safety kits e.g. First Aid Box, where N95 grade facemasks, hand gloves, hand sanitizer, and liquid hand wash in sufficient quantity. In case of any biological situation or whenever requested by In-charge of Security PTA Regional Office, without any additional payment.

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 Regional Office 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 Regional Office except when so expressly authorized by PTA Regional Office.

- 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 Regional Office. 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 Regional 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 Regional 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 employees subject to the terms contained in this Agreement.
- 8.3 If in the opinion of the PTA Regional 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 Regional 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 Regional Office.

9. INDEMNITY

- 9.1 The Security Company shall at all times during the specified period of this Agreement and thereafter indemnify the PTA Regional Office and its officials 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 Regional 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 Regional 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 Regional 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 Regional 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 Regional 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 Regional 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 Regional Office 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 Regional Office 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 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 Regional Office through Director General (Enforcement) PTA HQs F-5/1, Islamabad. 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.

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 Regional Office shall be exclusively entitled to terminate this Agreement
- a. without advance notice, in case the Security Company is in breach of any of the terms of this Agreement which is not rectified by Security Company within

thirty (30) days after receiving written notice from PTA Regional Office, or in case PTA Regional Office 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 Regional Office, 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 Security Company

M/s_____ (Pvt.) Ltd.

Witness 1: _____

Witness 2: _____

(Regional Head)

For PTA Regional Office, Gwadar

Witness 1: _____

Witness 2: _____

Payment/Charges

Six (06) Armed Security Guards (08 hours shift) for PTA Regional Office, Gwadar			
Description	Amount for 1st Year Of Contract	Amount for 2nd Year Of Contract	Amount for 3rd Year Of Contract
Rate Per Guard Per Month			
Amount For 06x Guards Per Month			