



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
Headquarters F-5/1, Islamabad
<http://www.pta.gov.pk>

INVITATION TO BID
PROVISION OF SECURITY SERVICES

AT PAKISTAN TELECOMMUNICATION AUTHORITY HEADQUARTERS, F-5/1, ISLAMABAD

1. Pakistan Telecommunication Authority a Telecom Regulator invites sealed bids from the well reputed/experienced security companies, registered with Income Tax and Sales Tax Departments for provision of security services at PTA HQ as per following details:

S. No	Shift	Supervisor		Security Guard			Lady Searcher		Total		
		HQ	F-6	HQ	F-6	PTA Hostel	HQ	F-6	HQ	F-6	PTA Hostel
a.	1 st Shift (8 Hours) 0900-1700	2	1	12	2	1	1	-	15	3	1
b.	2 nd Shift (8 Hours) 1700-0100	2	-	4	2	1	-	-	6	2	1
c.	3 rd Shift (8 Hours) 0100-0900	2	-	4	2	1	-	-	6	2	1
	TOTAL	6	1	20	6	3	1	-	27	7	3

2. Bidding documents, containing detailed terms and conditions, Mandatory requirements, Technical Proposal, Financial Proposal, draft agreement, instructions for bidders, opening of bids and bid evaluation criteria etc. are available for the interested bidders at **Office of Deputy Director Admin, Pakistan Telecommunication Authority Headquarters, F-5/1, Islamabad**. Price of the bidding documents is Rs.500/- (cash non-refundable). Bidding documents can also be downloaded from www.pta.gov.pk free of cost.
3. The bids, prepared in accordance with the instructions in the bidding documents, must reach at Office of Deputy Director Admin, Pakistan Telecommunication Authority Headquarters, F-5/1, Islamabad on or before **1st June, 2020 1100 Hours**. Technical Bids will be opened the same day at **11.30 hours** at PTA HQs, Islamabad. This advertisement is also available on PPRA website at www.ppra.org.pk

Zahid Mumtaz Malik
Deputy Director (Admin)

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"Say No to Drugs"



TENDER DOCUMENTS

Prequalification of Security Companies for Provision of Security Services at Pakistan Telecommunication Authority Headquarters, F-5/1, Islamabad.

1. PTA intends to hire the services of a well reputed Security Company for provision of security services at Pakistan Telecommunication Authority Headquarters, F-5/1, Islamabad as per details given below.

S. No	Shift	Supervisor		Security Guard			Lady Searcher		Total		
		HQ	F-6	HQ	F-6	PTA Hostel	HQ	F-6	HQ	F-6	PTA Hostel
a.	1 st Shift (8 Hours) 0900-1700	2	1	12	2	1	1	-	15	3	1
b.	2 nd Shift (8 Hours) 1700-0100	2	-	4	2	1	-	-	6	2	1
c.	3 rd Shift (8 Hours) 0100-0900	2	-	4	2	1	-	-	6	2	1
	TOTAL	6	1	20	6	3	1	-	27	7	3

2. The services will be hired according to PPRA Single stage – two envelop procedure.

3. Salients of single stage – two envelop procedure are enumerated below:-

- The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
- The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- The envelope marked as “FINANCIAL, PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- PTA will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
- During the technical evaluation, no amendments in the technical proposal shall be permitted;

- g. The financial proposals of technically qualified bids will be opened publicly at a time, date and venue announced and communicated to the bidders.
- h. After the evaluation and approval of the technical proposal PTA, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- i. The bid found to be the lowest evaluated bid shall be accepted.

4. Company must furnish following information (Mandatory):-

- a. Valid license to operate in Federal Capital
- b. NOC issued by Federal Government
- c. Registration with SECP/Registrar of Firms
- d. Registration with Social Security
- e. Copy of NTN/STRN certificate. The bidder must be in Active Tax Payer List of FBR.
- f. Registration with All Pakistan Security Agencies Association (APSAA)
- g. Affidavit that the firm has not been black listed by any Government/Semi Government organization.
- h. Proof of financial soundness from a scheduled bank accompanied with bank statement for the last one year.
- i. Pay order/bank draft of 2% of total quoted price for the first year shall accompany the financial proposal as Bid Security/ Earnest money. Technical proposal must contain a certificate regarding attachment of earnest money along with financial bid. Failing to do so may result into disqualification.
- j. Deployment of at least 100 security guards in Rwp/Isb municipal limits. A certificate to this effect will be furnished along with details of deployment.(Facts will be verified)
- k. A certificate to the effect that all security guards are paid monthly wages, not less than the minimum wages fixed by the government of Pakistan from time to time. Any violation at any stage in this regard will render the security company ineligible to work with PTA.

- l. The bid prices shall not be in violation of minimum wages set by the Government of Pakistan, otherwise PTA has the right to reject any such bid or bids.
- m. The company should have the valid wireless license and should be able to provide walkie Talkie Sets on demand.
- n. Performance certificates by the major clients where your security company has been providing security services in the last two years.(Attach copies)
- o. The company should have few licenses of automatic weapons and will provide at least 7 automatic weapons along with other weapons. (Attach an undertaking).

Note: Only bidders meeting all of the above mandatory requirements will be evaluated further as per Annex-A.

5. Technical Evaluation Criteria is given in the technical proposal (Annex-A). Minimum threshold for qualifying in the technical proposal is 60 %. The contract shall be awarded to the technically qualified bidder quoting the lowest bid for three years.

6. If two or more bidders quote the same bid in financial proposals, then the contract will be awarded to the one with highest marks in technical evaluation.

7. Salaries, perks, privileges and work hours of the supervisor and guards will be governed strictly according to the government rules / regulations. Security Company is obliged to Pay the security guards/security supervisor/Lady searcher 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.

8. Compulsory remittance of EOBI, ESSi and insurance premium against each individual.

9. Evidence of remittance of insurance premium will be submitted within 2 months of award of security contract.

10. Payment will be made on monthly basis by PTA through cheque after deduction of applicable taxes.

11. Supervisor and other security staff will be granted four days off per month.

12. The company will be responsible to get each guard medically examined by a registered medical practitioner and provide medical certificate. Similarly the company shall provide character certificates of each guard with verified antecedents.

13. The arms provided to the guards must be examined by a qualified armourer on quarterly basis and must be technically fit to fire.

14. Guards and Supervisors provided by the company should not be less than 30 years and not more than 55 years of age. Bulky/overweight persons will not be accepted.

15. The company will arrange firing practice on firing range (to be arranged by the company) for its guards at least once in six months which will be witnessed by PTA Security Officer.

16. The guards should be trained and capable enough to handle the situation including but not limited to bomb blast, earthquakes and events of fire etc.

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

- a. **PTA HQs**
 - (i) Automatic Weapons - 6
 - (ii) Metal Detectors - 4
 - (iii) Under Vehicle search mirror - 3
- b. **F-6 Office**
 - (i) Automatic Weapon - 1
 - (ii) Metal Detectors - 1
 - (iii) Under Vehicle search mirror - 1
- c. **PTA Hostel**
 - (i) Automatic Weapons - 1
 - (ii) Metal Detectors - 1
 - (iii) Under Vehicle search mirror - 1

18. Only Ex-Servicemen will be accepted as supervisor / security guards for performance of security duties. However, persons with minimum 5 years of experience with security companies are also acceptable in limited numbers.

19. Lady Searcher should be at least graduate. Relevant experience will be a bonus. Computer literacy is mandatory.

20. Availability of additional guards (if so required) will be ensured within 24 hours.

21. Interested Security Companies may forward their proposals as per above instructions to the undersigned latest by 01 June 2020 at 11:00 AM.

22. PTA HQ, Islamabad reserves the right to accept or reject the tender without assigning any reason as per PPRA rules.

23. **Bid Validity**. Bids shall remain valid for 90 days after the date of tender opening. Earnest money will be returned to the unsuccessful bidders not later than expiry of the Bids.

Annex-A

TECHNICAL PROPOSAL

Name of the Company _____

Weightage

1. List of major clients **10 Max**
(Corporate bodies/Multinational/Embassies/5 Star Hotels=2 Marks each)
(Factories/Educational Institutions/Government offices= 1 Mark each)
(Residential Colonies/Commercial Centers/Hospitals =1/2 Mark each)
Copies of valid agreements will be provided as evidence
2. Experience of the company __ years (2 mark for each year) **10 Max**
3. What security services are offered: - (1 Mark each)
 - a. _____
 - b. _____ **05 Max**
 - c. _____
 - d. _____
 - e. _____
4. What security equipment is available :-(1Mark each)
 - a. _____
 - b. _____ **05 Max**
 - c. _____
 - d. _____
 - e. _____
5. Company has the license / permission to use following weapons:-
(1 Mark each)
 - a. _____
 - b. _____ **05 Max**
 - c. _____
 - d. _____
 - e. _____
6. Monitoring control and supervision mechanism of the guards:-
(1mark each)
 - a. _____
 - b. _____
 - c. _____ **5 Max**

- d. _____
e. _____

7. What Logistic Support of the security company is available to the deployed security staff: - (1mark each)

- a. _____
b. _____
c. _____
d. _____
e. _____

5 Max

8. Training of guards on: -
each)

05 Max (1 mark

- a. _____
b. _____
c. _____
d. _____
e. _____

9. Refresher Training/Firing Practice: -
(1 mark each)

05 Max

- a. _____
b. _____
c. _____
d. _____
e. _____

10. Guards selection criteria and verification procedure
(2.5 marks) (2.5 marks)

05 Max

11. Performance Certificates by Major Clients
(1 Mark each)

10 Max

Total : 70

12. Please attach Company history/Profile.

13. Contact person name _____

14. Office Address _____

15. Contact Number _____

Note: i. Minimum qualifying marks are 60%.

ii. Office premises will be visited / inspected to verify the above mentioned facts.

Date: _____

Signature: _____

Place: _____

Name: _____

Annex-C

DRAFT AGREEMENT OF SECURITY SERVICES

This Security Services Agreement (the "Agreement") is made at Islamabad on this -----day of --
-----2020.

By and between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its headquarter (HQ) at F-5/1, Islamabad (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 at _____ (hereinafter called "Security Company" which expression shall, where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the **Other Part**

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

WHEREAS,

1. PTA is desirous to acquire the Security Services (hereinafter referred to as "Services") for its PTA HQs Office, PTA F-6 Office and PTA Hostel building , Islamabad.
2. The Security Company is being engaged in providing of such type of services, and has agreed to provide these Services to PTA on the terms and conditions as set forth hereunder.
3. The Security Company represents that it has fully trained Security Guard(s) and Security Supervisor(s) with relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals which are/or may be required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of requisite Services to PTA in accordance with the highest standards and satisfaction of PTA. The Security Company undertakes that the Services shall be provided only through the security guards/staff that has the requisite expertise and experience in this regard.
4. Upon the basis of the representations and warranties of the Security Company contained herein, PTA wishes to appoint the Security Company to provide the Services to PTA.

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 and the Security Company hereby agree as follows:

1. SCOPE

- 1.1. The Services shall be performed as per terms and conditions of this Agreement and all other condition/obligations/liabilities provided in Bid document. The Security Company shall maintain all management, supervision, manpower, training, screening, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, files and any other resources necessary to accomplish Services as described here in.

2. TERM OF AGREEMENT

2.1 Subject to satisfactory performance, the Initial Term of the Agreement shall be three (03) years commencing from, 2020 and ending on, 2023 (both days inclusive). The Agreement may be renewed by mutual consent on such terms and for such period or otherwise as may be mutually agreed by the Parties upon satisfaction of PTA and satisfactory completion of the Initial Term.

3. **RESPONSIBILITIES.** The Security Company will be fully responsible to provide satisfactory security services at **PTA** HQ offices at Islamabad and it will ensure that;

- a. The **Guards deployed are** Energetic, smart, literate and healthy, (ex-servicemen) with complete uniform and they are fully conversant with the security principles. The deployment of Security Guards will be at the sensitive installations of the PTA offices, and the deployment of the security guards will be in consultation with the security in-charge of the PTA. Guards and Supervisors provided by the company should not be less than 30 years and not more than 55 years of age. Bulky/overweight persons will not be accepted.
- b. **Daily attendance.** Daily attendance will be marked in the register at the point/location of the deployment as well as in Daily Attendance sheet duly signed for submission to the Regional Office (Security Wing) for calculation and compilation on monthly basis.
- c. **Awareness of Duty.** The Security Company 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.
- d. **Uniform.** Each security guard will be dressed in proper UNIFORM of the Security Company and will be fully equipped to discharge their duties. Each guard is to be issued with two new uniforms by the Security Company. However, lady searcher is exempted from this clause.
- e. **Alertness.** The Armed Guards will be called "Standing Security Guards" and will remain alert, patrolling and vigilant throughout their duty hours.
- f. **Mishap.** Any mishap will be the responsibility of the Security Company under all circumstances subject to the completion of all legal proceedings as required by law i.e. Joint Board of Inquiry etc.
- g. **Medical Fitness.** The Security Company will be responsible to ensure that each guard, supervisor and lady searcher are medically examined by a registered medical practitioner and provide medical certificate.
- h. **Character.** The Security Company shall provide character certificates of each individual with verified antecedents.
- i. **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.

- j. **Physical Fitness.** The Security Company is responsible for ensuring that all its employees performing the Services specified in the Agreement are physically fit, have no communicable disease and are healthy in all respects to perform duties.
- k. **Accident or Injury.** The Security Company, is an independent contractor and accordingly is fully responsible for any accident or injury to its employees or cause by its employee and agrees that neither the PTA nor any of its officers will be held liable for either of the above in any manner.
- l. **Performance of its obligations.** The Security Company warrants that in the performance of its obligations under this Agreement, it shall fully comply with all applicable laws of Pakistan..
- m. **UNIONISM.** The employees of Security Company shall on no account indulge in UNIONISM.
- n. **Service matters of Security Company.** The Security Company is responsible for recruitment, discipline and all other service matters of its employee. They will not in any case communicate with the officials of PTA regarding their service matter, which is the sole responsibility of Security Company.
- o. **Unsatisfactory Services.** When circumstances warrant, PTA may deny the services of any employee of the Security whose work was found unsatisfactory or not in accordance with the requirements of this agreement. In addition, penalties/actions would be initiated in case of unsatisfactory performance and violations that are or equivalent to the ones highlighted below.
 - i. Amount of Rs.250/- per day per guard will be deducted in case of minor violations like wearing inappropriate dress/late arrival/negligence, attending guests during the duty hours, etc. "All fines and penalties will be deducted by PTA from the monthly payments of the Security Company.
 - ii. Three consecutive violations of same nature on part of an individual will render him unsuitable for performing duties in PTA.
 - 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 of a PTA HQs as applicable. 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 cancellation of the agreement besides involving other legal proceedings as required.
- p. **Enrolment.** The process of recruiting, interviewing and hiring employees of 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. NUMBER OF PERSONELS/DEPLOYMENT STATION AND DUTY HOURS

4.1 the Security Company will deploy Security Supervisor and Security Guards as per following schedules or otherwise, if advised by PTA from time to time.

S. No	Shift	Supervisor		Security Guard			Lady Searcher		Total		
		HQ	F-6	HQ	F-6	PTA Hostel	HQ	F-6	HQ	F-6	PTA Hostel
a.	1 st Shift (8 Hours) 0900-1700	2	1	12	2	1	1	-	15	3	1
b.	2 nd Shift (8 Hours) 1700-0100	2	-	4	2	1	-	-	6	2	1
c.	3 rd Shift (8 Hours) 0100-0900	2	-	4	2	1	-	-	6	2	1
	TOTAL	6	1	20	6	3	1	-	27	7	3

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

5. **PAYMENTS AND INVOICES**

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

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

5.3 All payments to be made by PTA to the Security Company shall be subject to such deductions and withholding as are required by prevailing 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.

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

5.6 **PTA** shall not be responsible in any manner to pay either in cash or in kind to other than the amount of salary agreed upon in the Agreement for the total deployed guards agreed to be employed. 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.

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 who shall be deputed for the Services at PTA or may be specified from time to time.

- 5.8 The Security Company shall be bound to have its staff/employees/guards insured/registered against any and all applicable social security schemes/institutions including Employees Old Age-benefits Institution (EOBI), Employees Social Security Institution (ESSI) or any other government scheme under any other law without owning responsibility to PTA. The Security Company, in addition to above, undertakes to fully indemnify and hold harmless the PTA against any claims, losses, damages, or expenses in relation to injury or death to any persons or loss or damage to property arising out of the performance of Services hereunder.
- 5.9 Any additional time/hours of duty which may be treated by 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 Evidence of remittance of insurance premium will be submitted by the security company within two (02) months of award of the Agreement. Payment will be made on monthly basis by PTA through cheque after deduction of applicable taxes.

6. DUTIES

The duties of the personals deployed by the Security Company shall include but not limited to the following:

- a. **Entry.** Ensure prevention of unauthorized entry of any person into the office premises of PTA entrusted in the charge of Security Company or any person who lacks proper identification.
- b. **Prevention.** Prevent pilferage of items/equipment/property belonging to **PTA** from the premises of **PTA** which are placed under charge of Security Company as per written instruction issued by the authorized officer of **PTA**.
- c. **Detrimental.** Inform concerned authorized officer of **PTA** promptly and accurately in case of any occurrence detrimental to the security of **PTA** premises or any item placed under charge of the Security Company.
- 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 and Control Office of the Security Company 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. All entry points shall be closed under such a situation.
 - (4) **Injuries.** To arrange immediate medical coverage of any person injured in the premises.
 - (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 / Picqueting** the installation as per specific written orders peculiar to the installation prepared by the 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. **Fire fighting equipment.** It shall be the responsibility of security/fire fighting inspector/guards to check up firefighting equipment installed in **PTA** building/premises and give his comments often, in a register to be countersigned by Deputy Director (Admin), PTA. He would advise the concerned **PTA** Officer 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 supervisor/guards and fire fighting 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. **Armourer.** The licensed arms provided to the guards must be examined by a qualified armourer on six monthly basis and must be technically fit to fire.
- 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.** Supervisor / Security guards will be granted four days off per month.
- m. **Equipment..** Besides other equipment and weapons, the company will provide following as per details below:-
- (i) **PTA HQs**
- | | | | |
|-----|-----------------------------|---|---|
| (a) | Automatic Weapons | - | 6 |
| (b) | Metal Detectors | - | 4 |
| (c) | Under Vehicle search mirror | - | 3 |
- (ii) **F-6 Office**
- | | | | |
|-----|-----------------------------|---|---|
| (a) | Automatic Weapon | - | 1 |
| (b) | Metal Detectors | - | 1 |
| (c) | Under Vehicle search mirror | - | 1 |
- (iii). **PTA Hostel**
- | | | | |
|-----|-----------------------------|---|---|
| (a) | Automatic Weapons | - | 1 |
| (b) | Metal Detectors | - | 1 |
| (c) | Under Vehicle search mirror | - | 1 |

- n. **Ex-Servicemen.** Only Ex-Servicemen will be accepted as supervisor / security guards for performance of security duties. However, security guards with minimum 5 years experience with security companies are acceptable in limited numbers.

7. **RELATIONSHIP OF PARTIES**

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

- a. The personals/guards deployed by the Security Company 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 officers of the **PTA** are concerned with the terms and conditions of employment and that there is not and shall not be any relationship of employer and employee between the staff of **PTA** and employees of the Security Company. Since the Security Company Ltd is the employer of all such persons who perform the services specified in this Agreement, the Security Company shall pay wages to such person and shall control and supervise the work done by them, shall instruct them as to the manner in which the work has to be done by them as may be warranted. The **PTA** shall not interfere with the right of Security Company to hire its employee or in the selection or non-selection of any person as its employees subject to the terms contained under this agreement.
- b. **Omission or commission.** If in the opinion of the **PTA** the presence of any employee of the Security Company of any of his acts of omission or commission are prejudicial to the interests of the **PTA** to that of any of its officer, the **PTA** shall inform the Security Company about such employee which will take immediate action against such employee by replacing him to the entire satisfaction of the **PTA**.

8. **INDEMNITY**

- a. The Security Company shall at all times during the specified period of this Agreement and thereafter indemnify the **PTA** and its officers against all losses and claims for injuries or damage to any person or property arising thereof or in consequence of this Agreement or any of its duties to be performed there under, or any act or omission of any of its employees, and against all claims, demands, proceeding, cost, charges and expense whatsoever in respect thereof or in relation thereto and all litigations, court processes and court cases and all proceedings there under filed or instituted by the personnel employed by the Security Company or any of them collectively or individually or by any other party subject to completion of legal proceedings as required by law.
- b. 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.

9. **CONFIDENTIALITY.** 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.

9.1 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.

10. **STATUS OF SECURITY COMPANY .** The Security Company Ltd is a bonafide limited company working for its own account and acknowledges that this agreement does not confer upon it, or upon any individual employed by it, the status of any employee of the **PTA** or that of any of its officers nor grants it, or any individual employed by it, any benefits not specifically provided for herein.

11. **RESTRICTION OF ASSIGNMENTS TAKE OVER**

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

- a. The Security Company shall not assign or sub-contract any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contracting by Company shall entitle the **PTA** to terminate this Agreement forthwith.
- b. If Company shall make any arrangement with or assignment in favour of its creditors, or amalgamates with any other concern or is taken over, the **PTA** shall be entitled to terminate this Agreement forthwith upon notice.

12. **DISPUTES.** All questions, disputes, controversies arising directly or consequent to this agreement except matters, which are the sole discretion of **PTA** under the terms of this agreement, shall be settled by mutual negotiations. Should such negotiations fail, the matter, as specified herein before subject to said exception shall be referred to arbitration by two arbitrators, one to be appointed by the Security Company and the other by **PTA** and on their recommendations the third arbitrator will be appointed, to decide whose decision shall be final and binding and not challengeable in law.

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.

14. TERMINATION

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

- a. without advance notice, in case the Security Company is in breach of any of the terms of this Agreement which is not rectified by Security within thirty (30) days after receiving written notice from PTA , or in case PTA is not satisfied with the Services being provided by the Security guards,
- b. Without cause, by giving fifteen (15) days advance written notice to the Security Company.

14.2 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.

14.3 PTA, shall not, because of expiration or termination of this Agreement, be liable to the Security Company for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Security Company.

15. **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.

16. **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 the Islamic Republic of Pakistan.

17. **Integrity Pact.** DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

17.1 [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

17.2 Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

17.3 [Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction

with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

17.4 [Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

17.5 Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

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

Signed on behalf of
M/s _____ Security Company Ltd

Director (Admin)
PTA HQ, Islamabad

Witness 1: _____

Witness 1: _____

Witness 2: _____

Witness 2: _____

Annex-A

Payment/Charges

S/No	Category	Rate 1st Year	Rate 2nd Year	Rate 3rd Year
a.	Security Supervisor	Rs.----- per month	Rs.----- per month	Rs.----- per month
b.	----- x Security Guards (Armed)	Rs.----- per month	Rs.----- per month	Rs.----- per month
c.	Lady Searcher	Rs.----- per month	Rs.----- per month	Rs.----- per month

Undertaking

We have carefully read the terms and conditions mentioned in tender documents for the reference tender. We accept all these terms & conditions unconditionally.

Name of Bidder Firm/Company: _____

Name & Designation of Authorized Official: _____

Signature: _____

Date: _____

Company Stamp: _____

Instructions regarding Sealing, Submission & Opening of Bid

1.	Sealing of Bid	The properly sealed bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.
2.	Title of Bid Envelopes	Tender Title: Provision of Security Services at PTA Headquarters, F-5/1, Islamabad. Tender No: /Security/PTA Due Date: ----- 2020 Bid Mode: Single Stage two envelope procedure
3.	Bid Submission	Bid Submission/ Closing Date: 1 st June, 2020. Submission/ Closing Time: 1100 hrs
4.	Bid Submission Venue	PTA Headquarters, F-5/1, Islamabad.
5.	Bid Opening	Bid Opening Date: 1 st June, 2020 Bid Opening Time: 1130 hrs
6.	Bid Opening Venue	PTA Headquarters, F-5/1, Islamabad
7.	Bid Announcement	Public announcement of bids shall be made after being opened by PC-1 of PTA in presence of participating bidders or their deputed representatives, who wish to be present at the designated date, time & venue,

Annex-B

FINANCIAL PROPOSAL
1st Year of Contract

S. No	Category	No. of Staff	Monthly Salary per Category (Not less than Government Minimum Wages) (a)	EOBI, Social Security and other charges Per Category (b)	Total Monthly charges Per Category excluding taxes (a) + (b)	Applicable GST	Other applicable Taxes	Total Charges including All Taxes	Remarks
1.	Armed Supervisor	7							
2.	Armed Security Guard	29							
3.	Lady Searcher	1							
	TOTAL	37							

Note : (1) Attach 2% earnest money of first year bid price along with this bid form in original. Technical proposal must contain a certificate regarding attachment of earnest money along with financial bid, failing which may lead to disqualification.

(2) Please provide break up of all additional costs like EOBI, Social Security etc in Column (b) above

(3) This financial proposal is valid till _____ 2020. (Minimum 3 months)

Date: _____

Signature and Stamp: _____

Place: _____

Name: _____

FINANCIAL PROPOSAL

2nd Year of Contract

S. No	Category	No. of Staff	Monthly Salary per Category (Not less than Government Minimum Wages)	EOBI, Social Security and other charges Per Category	Total Monthly charges Per Category excluding taxes	Applicable GST	Other applicable Taxes	Total Charges including All Taxes	Remarks
			(a)	(b)	(a) + (b)				
1.	Armed Supervisor	7							
2.	Armed Security Guard	29							
3.	Lady Searcher	1							
	TOTAL	37							

Date: _____

Signature and Stamp: _____

Place: _____

Name: _____

FINANCIAL PROPOSAL

3rd Year of Contract

S. No	Categor y	No. of Staff	Monthly Salary per Category (Not less than Governm ent Minimum Wages)	EOBI, Social Security and other charges Per Category	Total Monthly charges Per Category excluding taxes	Applica ble GST	Other applicabl e Taxes	Total Charges including All Taxes	Rema rks
			(a)	(b)	(a) + (b)				
1.	Armed Supervisor	7							
2.	Armed Security Guard	29							
3.	Lady Searcher	1							
	TOTAL	37							

Date: _____

Signature and Stamp: _____

Place: _____

Name: _____