



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

INVITATION TO BID

Hiring of Security Services at PTA Zonal Office Peshawar

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

Bidding documents, containing detailed terms and conditions, etc. are available at office of the Zonal Head, PTA Zonal Office Peshawar Plot No.11, Sector A-3, Phase-V, Hayatabad, Peshawar. Price of the bidding documents is Rs. 500/- (non-refundable in form of pay order in favor of PTA), bidding documents can also be downloaded from www.pta.gov.pk free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA Zonal Office Plot No.11, Sector A-3, Phase-V, Hayatabad, Peshawar on or before 12th May 2022, by 10:30 am. Technical bids shall be opened the same day at 11:00 am. This advertisement is also available on PPRA website at www.ppra.org.pk.

Amjad Mustafa Malik
Zonal Director/Head
PTA Zonal Office Peshawar Plot-11,
Sector A-3, Phase-V, Hayatabad, Peshawar .
Tel: 091-9217279
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GOVERNMENT OF PAKISTAN
PAKISTAN TELECOMMUNICATION AUTHORITY
ZONAL OFFICE PESHAWAR

Plot-11, Sector A-3, Phase-V, Hayatabad, Peshawar
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www.pta.gov.pk

BIDDING DOCUMENT
For Provision of Security Services at PTA Zonal Office Peshawar

1. Pakistan Telecommunication Authority (PTA), Zonal Office Peshawar invites sealed bids from well reputed, experienced and license holding private Security Companies/firms registered with SECP/Registrar of Firms and Income Tax and Sales Tax Department (Federal Board of Revenue and Khyber Pakhtunkhwa Revenue Authority (KPRA)) for provision of security services at PTA Zonal Office Peshawar located at Plot No.11, Sector A-3, Phase-V, Hayatabad, Peshawar **OR** any other location at Peshawar in case office is relocated to a new premises in future for a period of **three (03) years** as per details given below:

Location	No. of *Guards 1 st Shift (8 Hours)	No. of *Guards 2 nd Shift (8 Hour	No. of *Guards 3 rd Shift (8 Hour	No. of *Guards During Office Hours (8 Hours	Total Guards
PTA Zonal Office Plot No.11, Sector A-3, Phase V, Hayatabad, Peshawa	1 (0600 to 1400)	1 (1400 to 2200)	1 (2200 to 0600)	1 (0900 to 1700)	4

*Duly armed with Semi-Automatic Weapon

2. Save as otherwise provided, a Single Stage, Two Envelope procedure as per Rule 36 (b) of the Public Procurement Rules, 2004, as amended (the "Rules") shall be opted for hiring of services.
3. Salient features of **Single Stage - Two Envelope Procedure** are enumerated below:
 - a. The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the "**Technical Proposal**" and the "**Financial Proposal**";
 - b. The envelopes shall be marked as "**TECHNICAL PROPOSAL**" and "**FINANCIAL PROPOSAL**" in bold and legible letters to avoid confusion;
 - c. Initially, only the envelope marked "**TECHNICAL PROPOSAL**" shall be opened;
 - d. The envelope marked as "**FINANCIAL PROPOSAL**" shall be retained in the custody of the Zonal Purchase Committee PTA Zonal Office Peshawar without being opened;

- e. Technical Evaluation Committee of PTA Zonal Office Peshawar shall evaluate the **Technical Proposal** first, without reference to the price, and may reject any proposal which does not conform to the mandatory requirements as specified below;
 - f. During the technical evaluation no amendments in the technical proposal shall be permitted;
 - g. After the evaluation and approval of the technical proposals, Zonal Purchase Committee of PTA Zonal Office Peshawar shall, at a time within the bid validity period, publically open financial proposals of the technically qualified bids only.
 - h. The **Financial Proposals** of technically qualified bidders will be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
 - i. The financial proposal of bids found technically non-qualified shall be returned un-opened to the respective bidders.
 - j. The bid found to be the **most advantageous** bid, which has met the mandatory requirements/eligibility criteria, secured minimum 70% marks in technical evaluation, found substantially responsive to the terms and conditions as set out in these bidding documents and evaluated as the highest ranked bid on the basis of cost (i.e. lowest in price) thereof, as specified in these bidding documents, shall be accepted.
4. No bidder will be allowed to withdraw its bid prior as well as after the deadline for submission of bids and during the period of bid validity or any extension thereto provided by the bidder

5. **Mandatory Requirements: -**

All bids shall be evaluated on the basis of mandatory requirements which must be fulfilled for technical and financial evaluation. Failing to meet any one of the mandatory requirements shall result into disqualification of the bidder. The bidders **must furnish documentary evidence** for following mandatory requirements: -

	Particulars	Yes/No
i.	Registration with SECP as Private Limited Company/Registrar of Firms	
ii.	NOC from Ministry of Interior for running Security Company	
iii.	Valid license from Government of Khyber Pakhtunkhwa to operate as private security company in Khyber Pakhtunkhwa Province.	
iv.	National Tax Number (NTN) Certificate of FBR.	
v.	Sales Tax Registration Certificate from KPRA.	
vi.	The Security Company should be on active tax payers list of FBR and also active and filer in KPRA record.	
vii.	Copy of Latest Annual Tax Returns filed with FBR.	
ix.	Certificate of Registration with Old Age Benefit Institute (EOBI) and Khyber Pakhtunkhwa Employees Social Security Institution (KPKESSI).	

x.	Certificate of Membership with All Pakistan Security Agencies Association (APSAA) along with latest renewal .	
xi.	Financial Bid as per Annex-B .	
xii.	Affidavit , on Rs.100/- non-judicial stamp paper , that the Company/ firm has not been black listed by any Government/Semi Government Organization.	
xiii.	Certificate of bank account maintenance from a scheduled bank.	
xiv.	Pay Order/Bank Draft of Rs. 100,000/- shall accompany the Technical Proposal as Bid Security . Failing to do so may result into disqualification.	
xv.	Deployment of at least 150 security guards in Khyber Pakhtunkhwa province. Certificate on letter head of the company to this effect will be furnished along with details of deployment (Facts will be verified).	
xvi.	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 Khyber Pakhtunkhwa from time to time. Any violation at any stage in this regard will render the security company/firm ineligible to work with PTA Zonal Office Peshawar.	
xvii.	Good/ Satisfactory Performance Certificates from at least 03x major clients (Multinational Companies, Banks, Govt./ Private Organizations, Embassies and 5-Star Hotels etc.) where the security company has been providing/ has provided security services.	
xviii.	The company/Firm should have valid licenses for semi-automatic weapons provided to guard(s) on duty (include documentary evidences of licenses).	
xix.	Affidavit/ Undertaking on non-judicial stamp paper that the documents/facts/details/information submitted to PTA Zonal Office Peshawar 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 and properly **indexed** with **Technical Proposal** to claim marks.

6. Based on the **record/documentary evidence** submitted by the bidders, each bid shall be evaluated as per the Technical Evaluation Criteria at **Annex-A**. Threshold for qualifying for financial evaluation shall be minimum **70%**.
7. The **most advantageous bid**, as defined in clause 3 (j) above, shall be considered for award of contract.
8. 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.
9. Salaries/ minimum wage rate and work hours of the guards will be governed strictly according to the Government's rules/**regulations**. **The bid prices shall not be in violation of minimum wages set by the Government of Pakistan/ respective provincial government**, PTA reserves the right to ask the bidder to furnish break-up of its bid in case it appears that the bid is in violation of minimum wages notified by the Government of Khyber Pakhtunkhwa. **Thereafter, if a bid is found to be in violation of the minimum wages then PTA has the right to reject any such bid or bids.**

10. Payment to the Successful bidder/Security Company shall be linked with active taxpayer status. If the bidder is not in ATL, no payment shall be made until the bidder appears on ATL of FBR as well as KPRA. In this regard, reference is made to Regulation 2 of Eligible Bidders (Tax Compliance) Regulations, 2015 of PPRA.
11. Compulsory remittance of Employees Old-Age Benefit Institution (EOBI), Khyber Pakhtunkhwa Employees Social Security Institution (KPKESSI) and insurance premium (if any) against each individual. Evidence of remittance/ contribution in respect of deployed security guards shall be submitted to PTA Zonal Office Peshawar on award of security contract as well as with the monthly invoice.
12. The successful bidder/security company will be responsible to get each guard medically examined by a Registered Medical Practitioner and provide Medical Fitness Certificate. Similarly, the successful bidder/security company shall provide Character Certificate (endorsed by local Police Station) of each guard with verified antecedents.
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-service man. Bulky/overweight /skinny/unhealthy/Smoker or any Drug and Alcohol addict persons will not be accepted at any condition.
14. The Security Company shall provide the essential healthcare safety kits e.g. First aid box, where face masks, hand gloves, hand sanitizer, and liquid hand wash in sufficient quantity in order to deal with viral diseases, (whenever need arises).
15. The guards should be trained and capable enough to handle the situation including but not limited to theft, robbery, dacoity, terrorist acts, bomb blast, earthquakes and events of fire etc.
16. Each guard shall perform duty on an average of 08 hours per day and 26 days in each month. The security company will provide reliever at no extra cost to PTA Zonal Office Peshawar and will also ensure necessary replacements in compliance to Khyber Pakhtunkhwa Directorate of Labor Notification dated 03.08.2021.
17. The successful bidder/security company will provide a **Hand-held Metal Detector** and a **Vehicle Search Mirror** at the location of PTA Zonal Office Peshawar.
18. The successful bidder/Security Company will have to provide either ex-Servicemen or young energetic and trained civilian fully equipped and conversant with security performance and other requirements as mentioned in the security agreement.
19. The successful bidder/ Security company will provide Security Services as per Terms & Conditions, provided in these bidding documents and the Contract/ Agreement (Annex-C) is enclosed.

20. An agreement will be made between PTA Zonal Office Peshawar and security company on stamp paper (copy of **draft contract agreement** Annex-C is enclosed).
21. Availability of additional guards (if so required) will be ensured within 24 hours on agreed terms & conditions.
22. No bidder will be allowed to withdraw its bid prior as well as after the deadline for submission of bids and during the period of bid validity or any extension thereto provided by the bidder.
23. In case of withdrawal of the bid by a bidder prior to deadline for the submission of bids, the Bid Security shall be forfeited and blacklisting procedure may be initiated in accordance with the PP Rules.
24. In case of withdrawal of the bid by a bidder after the deadline for the submission of bids and during the period of bid validity or any extension thereto provided by the bidder, the Bid Security shall be forfeited and blacklisting procedure may be initiated in accordance with the PP Rules.
25. No claim in Increase/Escalation in contract amount during the contract period will be entertained except for change/ revision in rate of sales tax, either increased or decreased by Government of Khyber Pakhtunkhwa, will be entertained/ accepted by both the parties (i.e. PTA and contractor) and payment will be made accordingly.
26. **Bid Validity.** Bids shall remain valid for 90 days after the date of technical bid opening.
27. No 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/agreement, however change in rate of sales tax by Government of Khyber Pakhtunkhwa shall be adjusted/ accepted by both the parties as per law and payment will be made to the Security Company/contractor accordingly.
28. The Security Company will be required to deposit a "Performance Guarantee" equivalent to 6% of the amount of total value of contract in accordance with Rule 39 of PP Rules, 2004, through a Pay Order/bank draft or acceptable bank guarantee from a scheduled bank in favor of Pakistan Telecommunication Authority within one week of award of Contract/Agreement.
29. The Bid Security of the successful contractor will be adjusted against the Performance Guarantee. If the bidder fails to deposit Performance Guarantee within one week of award of the Contract/Agreement, the same shall stand cancelled and the bid security shall be forfeited. Performance Guarantee shall be released after the expiry of the agreement subject to issuance of NOC by PTA Zonal Office Peshawar In-Charge.
30. In case, performance of the contractor is not in accordance with the terms and conditions of the contract and remains unsatisfactory then maximum two notices, with the gap of one month, will be served to the contractor by the Zonal Head/ Director. Afterwards, if the contractor doesn't

improve its performance as per terms and conditions of the contract, the contract will be terminated and amount of the Performance Guarantee will be forfeited together with initiation of blacklisting process as per PP Rule 19.

31. Bid Security of technically disqualified/ un-successful bidders will be returned after opening of financial bids of technically qualified bidders. Whereas, bid security of unsuccessful bidders (financially) will be returned after signing of contract with the successful bidder/ contractor.
32. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - i. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the client/ PTA there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - ii. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - iii. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
33. The amount stated in the Bid will be adjusted by the client/ PTA in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited.
34. **Contract Agreement.** All Terms & Conditions laid down herein shall be part and parcel of the Contract /Agreement. Draft Agreement of Security Services is attached at **Annex-C**. In case of failure to adhere with Terms & Conditions laid down in Contract Agreement, PTA reserves the right to cancel the agreement with or without giving notice (depending on nature of violation of Contract Agreement) and forfeit Security Deposit/Performance Bond due towards Security Company.
35. **Alteration/Modification of Agreement.** The Successful Bidder/Security Company shall reproduce draft agreement provided by PTA Zonal Office Peshawar on stamp paper as per prevailing stamp duty of respective territory which will be on account of the Security Company. The Security Company shall not alter/add/delete any article, clause or chapter of the draft agreement. However, Security Company may rephrase any clause or chapter with the consent of PTA Zonal Office Peshawar for purpose of clarity, legality, or otherwise except where scope of work, Terms & Condition and service charges is not adversely affected against PTA Zonal Office Peshawar.

36. The bids, prepared in accordance with the instructions in the bidding document must reach at PTA Zonal Office, Peshawar on or before 12th May, 2022 at **10:30 A.M.**

Technical bids will be opened the same day at **11:00 A.M.**

37. PTA Zonal Office Peshawar reserves the right to accept or reject the bids as per PPRA rules.

Zonal Director /Head
PTA Zonal Office Peshawar

Technical Evaluation Criteria for Hiring of Security Guard Services

Criteria	Max. Marks
a) Performance Profile Good/ Satisfactory Performance Certificates issued by current or previous Major Clients (Multinational Corporations/Govt./ Private Organizations/ Embassies / Banks/ 5- Star Hotels etc.) (04 Mark each)	20
b) Experience of the company/Firm _____ years (1.5 Marks for each year) (To be reckoned from the provided copy of oldest work order, agreement, performance certificate etc.)	15
c) Training of Guards (Firing Range etc.) i. State of the Art own Training Facility (10 Marks) ii. Other training arrangements (05 Marks) (documentary evidence required)	10
d) Centralized 24/7 Control Center for Monitoring of Security Services i. Yes (05 Marks) ii. No (0 Marks)	05
e) Armed Mobile Response Unit(s) at Peshawar, in case of emergencies: (02.5 marks for each such unit)	05
f) Training of Security Guards for Fire Extinguishing / Fire Fighting, in the event of fire (provide certificates of training sessions) i. Yes (05 Marks) ii. No (0 Marks)	05
g) Company's/Firm Welfare Policies for its Guards: i. Health Cover/ Insurance and Life Insurance Policy for Guards (20 Marks) ii. Health Cover/ Insurance (or) Life Insurance Policy for Guards (10 Marks) iii. No Policies (0 Marks)	20
h) Minimum strength of Security Guards deployed in Khyber Pakhtunkhwa i. More than 500 Guards (10 Marks) ii. More than 300 and up to 500 Guards (5 Marks) iii. More than 150 and up to 300 Guards (3 Marks) iv. Less than 150 Guards (0 Marks)	10
i) Copy of Annual Audited Accounts (AAAs) of last financial year.	10
Total Score	100
Minimum Score to Pass for Financial Evaluation	70

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

FINANCIAL PROPSAL**Hiring of Security Services for PTA Zonal Office Peshawar**

The monthly rate/total amount for provision of 04 x Security Guards on 24 hours basis i.e. one (01) guard for first shift (0600-1400 hrs), one (01) guard for second shift (1400-2200 hrs), one (01) guard for third shift (2200-0600 hrs) and one (01) guard for office shift (0900-1700 hrs) for **PTA Zonal Office Peshawar** located at Plot No.11, Sector A-3, Phase-V, Hayatabad, Peshawar or any other location at Peshawar in case office is relocated to a new premises in future, inclusive of all applicable taxes are quoted below:

(Amount in PKR)

S #	Place	No. of Guards (A)	Amount for 1 st Year of Contract		Amount for 2nd Year of Contract		Amount for 3rd Year of Contract	
			Rate per Guard per month (B1)	Amount for 04x Guards per month (C1)=(A x B1)	Rate per Guard per month (B2)	Amount for 04x Guards per month (C2)=(A x B2)	Rate per Guard per month (B3)	Amount for 04x Guards per month (C3)=(A x B3)
1.	PTA Zonal Office Peshawar	04						
Amount per Year			C1 X 12		C2 X 12		C3 X 12	

Total amount in words:

1st Year of contract: Rupees _____2nd Year of contract: Rupees _____3rd Year of contract: Rupees _____**Note:**

- i) **The bid amount should be inclusive of all applicable taxes including Sales Tax on Services.**
- ii) The required **bid security** shall be attached with the **Technical Proposal**.
- iii) Financial Bid is to be submitted on the provided **format** only.
- iv) Minimum rates of wages notification copy must be attached herewith for proving their rates.
- v) Performance Guarantee equivalent to 6% of the amount of total value of contract as per clause 29 of Tender Documents after signing of contract.

DRAFT AGREEMENT OF SECURITY SERVICES

This Security Services Agreement (the “**Agreement**”) is made on this day of _____2022;

By and between

Pakistan Telecommunication Authority a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, (“**PTA**”) having its headquarter (HQ) at F-5/1, Islamabad and its **Zonal Office Peshawar located at** , Plot No.11, Sector A-3, Phase-V, Hayatabad, Peshawar or any other location at Peshawar in case office is relocated to a new premises in future (hereinafter referred to as the “**PTA**” which expression shall, where the context so permits, include its , administrators or assigns) of the One Part;

And

M/s _____ (**Pvt.**) Ltd., a company incorporated under the Companies Ordinance 1984 and having its registered office 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 zonal office at Plot No.11, Sector A-3, Phase-V, Hayatabad, Peshawar or any other location at Peshawar in case office is relocated to a new premises in future.
2. The Security Company is being engaged in providing such Services and has agreed to provide Services to PTA on the Terms & Conditions as set forth hereunder.
3. The Security Company represents that it has the fully trained security guards with relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals which are/or may be required from the Government of Pakistan and Government of Khyber Pakhtunkhwa, in accordance with the highest standards and satisfaction of PTA. The Security Company undertakes that the Services shall be provided only through the experienced/well trained security guards/staff.
4. Upon the basis of the representations and warranties of the Security Company contained herein, PTA wishes to procure services of the Security Company to provide their Services at PTA Zonal Office Peshawar Premises.

NOW THEREFORE, for good and valuable consideration the adequacy whereof is hereby confirmed and the mutual benefits to be derived therefrom, the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, PTA and the Security Company hereby agree as follows:

1. SCOPE

Subject to Terms & Conditions of this Agreement and any other stipulation provided in bid documents, the Security Company will provide Security Services/ Guards as per mandatory requirements prescribed under Bidding Documents and clause 3 of this Agreement or as it will be communicated by PTA from time to time to the Security Company.

2. TERM

The Initial Term of the Agreement shall be three (03) years commencing from (date/month/year) _____, 2022 and ending on _____, 2025 (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.

3. RESPONSIBILITIES

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

- a. The deployed guards are Energetic, smart, literate and healthy (ex-serviceman/civilian) with complete uniform and should fully conversant with the security principles. The deployment of Security Guards will be, in consultation with the security in-charge of the PTA Zonal Office Peshawar. Security Guards provided by the company should not be less than 25 years and not more than 45 years of age for civilian and up-to 50 years for ex-serviceman. Bulky/overweight/skinny/unhealthy/Smoker or any Drug and Alcoholic addict persons will not be accepted at any condition.
- b. Daily attendance is marked in the register and Daily Attendance sheet duly signed for submission to security in-charge of PTA Zonal Office Peshawar for audit on monthly basis. Representative from the security company should randomly (at least five times a month) monitor the performance of guards as per the Terms & Conditions and also verify the same on attendance register.
- c. Each guard on duty has received and understood written instructions for basic duties, is dressed in proper UNIFORM of the Security Company and is fully equipped to discharge his duties. Each guard is to be issued at least two new uniforms.

- d. The Armed Guards should be alert, patrolling and vigilant throughout their duty hours. Any mishap will be the entire responsibility of the Security Company under any/all circumstances subject to the completion of all legal proceedings as required by law.
- e. Each guard is medically examined by a registered medical practitioner and provided medical fitness certificate along with COVID-19 vaccination certificate. Similarly, the security company shall also provide character certificates (endorsed by local Police Station) of each guard with verified antecedents.
- f. Security Company's manager /POC must introduce new or substitute security guard to the in-charge security officer of PTA Zonal Office Peshawar before the deployment (same in the case of substitute as well) along with the official deployment letter.
- g. Firing practice is arranged for each guard once in every six months.
- h. Weapons are inspected through a qualified armorer in every six months.
- i. The directions of the **PTA Zonal Office Peshawar** from time to time shall be fully complied with.

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

- a. to provide at no additional cost to the **PTA Zonal Office Peshawar** supervision of its employees as is necessary to adequately fulfill its obligations under this Agreement.
- b. to ensure that all its employees performing the services specified in this Agreement are physically fit, have no communicable disease and are healthy in all respects to perform duties.
- c. to consider that it is an independent contractor and accordingly is fully responsible for any accident or injury to its employees or cause by its employee and agrees that neither the **PTA Zonal Office Peshawar** nor any its officers will be held liable for either of the above in any manner.
- d. to warrant that in the performance of its obligations under this Agreement it shall comply fully with all laws applicable in Islamic Republic of Pakistan.
- e. to ensure that, the employees of Security Company shall on no account indulge in UNIONISM, and further ensure and confirm that the Security cleared of all the employees who are deployed to provide services under this Agreement.
- f. In case any person deployed by the Security Company found guilty of any crime, the Security Company shall be fully responsible to replace the said guard accordingly.
- g. for recruitment, discipline and all other service matters of its employee, the Security Company will not in any case communicate with the officials of **PTA Zonal Office**,

Peshawar regarding their service matter, which is the sole responsibility of Security Company.

- h. When circumstances warrant, **PTA Zonal Office, Peshawar** may refuse to accept services from any employee(s) of Company whose work has been found unsatisfactory or not in accordance with the requirements of this Agreement. In addition, penalties / actions would be initiated in case of unsatisfactory performances and violations that are or equivalent to the ones highlighted below:
- (i) Amount of Rs.250/- per day per guard will be deducted in case of minor violations like wearing inappropriate dress/late arrivals/negligence, attending guests during the duty hours, etc. "All fines and penalties will be deducted by PTA Zonal Office, Peshawar from the monthly payments of the Security Company.
 - (ii) Three consecutive violations of same nature on part of any security guard will render him unsuitable for performing duties at PTA Zonal Office, Peshawar.
 - (iii) The Security Company would be served with a warning notice in case of persistent violations like offensive behavior, not adhering the instructions, refusing to take responsibility and non-attendance/compliance of complaints. Three consecutive warnings may render the Security Company unsuitable for performing security duties at PTA Zonal Office Peshawar and PTA may terminate this Agreement with immediate effect.
 - (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.
- i. The process of recruiting, interviewing and hiring employees/guards of Security Company including any actions with respect to alleged discrimination of other employment practices are the sole responsibility of Security Company subject to what has been agreed in this Agreement.

4. DEPLOYMENT OF GUARDS

- 4.1 Security Company will deploy four (04) Security guards at **PTA Zonal Office Peshawar** i.e. one (01) guard for first shift (0600-1400 hrs), one (01) guard for second shift (1400-2200 hrs), one (01) guard for third shift (2200-0600 hrs) and one (01) guard for office shift (0900-1700 hrs).

4.2 In case PTA Zonal Office requires additional guards, the Security Company shall provide the same according to the requirement on the terms and agreed in the Agreement upon 24 hours' notice.

5. PAYMENTS AND INVOICES

5.1 In consideration of rendition of the Services by the Security Company, PTA shall pay the Security Company, charges as specified in Annexure-B

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

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

5.4 The Security Company shall be responsible to pay all the taxes required under prevailing laws and for any necessary withholding of taxes from the salaries of employees of Security Company. PTA will not pay any additional amount during contract period not specified herein.

5.5 The Security Company shall submit its invoice in accordance with the rates/charges specified in Annexure-B hereto and PTA agrees to make payment under each invoice during the years of the Agreement by 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/KPRA, failing which this Agreement shall be terminated with immediate effect.

5.7 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/agreement, however **change in rate of sales tax** by Government of Khyber Pakhtunkhwa shall be **adjusted/ accepted** by both the parties as per law and payment will be made to the Security Company/contractor accordingly.

5.8 Compulsory remittance of Employees Old-Age Benefit Institution (EOBI), Khyber Pakhtunkhwa Employees Social Security Institution (KPKESSI) and insurance premium (if any) against each individual. Evidence of remittance/ contribution in respect of deployed security guards shall be submitted to PTA Zonal Office Peshawar on award of security contract as well as with the monthly invoice.

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

hired. Monthly wages of the guards will not be less than the minimum wages fixed by the Federal Government of Pakistan and Government of Khyber Pakhtunkhwa, as the case may be, from time to time. Any violation at any stage in this regard will render the Security Company ineligible to work with PTA Zonal Office, Peshawar.

- 5.10 The Security Company shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers/guards who shall be deputed for the Services at PTA Zonal Office, Peshawar or may be specified from time to time.
- 5.11 The Security Company shall be bound to have its staff/employees/guards insured against accidents resulting in injury or death in accordance with the Workmen's Compensation Act, 1923 or any other applicable law. The Security Company, in addition to Clause (9), undertakes to fully indemnify and hold harmless the PTA against any claims, losses, damages, or expenses in relation to injury or death to any persons or loss or damage to property arising out of the performance of Services hereunder.
- 5.12 Any additional time/hours of duty which may be treated by law as overtime shall not be paid by PTA, however, it shall be sole duty of Security Company.

6. PERFORMANCE GUARANTEE

- 6.1 The Security Company shall deposit a "**Performance Bond/Bank Guarantee**" equivalent to 6% of the amount of total value of contract in accordance with Rule 39 of PP Rules, 2004, through a Pay Order/ Bank draft in favor of P T A within one week of award of Contract/Agreement. The Bid Security of the successful contractor will be adjusted against the performance guarantee. If the bidder fails to deposit Performance Bond/Bank Guarantee within one week of awarding of the Contract/Agreement, the same shall stand cancelled and the bid security shall be forfeited.
- 6.2 Performance Guarantee shall be released after the expiry of the Agreement subject to issuance of NOC by In-Charge PTA Zonal Office Peshawar.

7. DUTIES

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

- a. Prevention of entry into office premises entrusted to the Security Company any person not authorized by PTA or any person who lacks proper identification.
- b. Prevent pilferage of items/equipment/property belonging to **PTA** from the premises of **PTA** which are under charge of Security Company as per written instruction issued by the authorized officer of **PTA**.

- c. Inform concerned authorized officer of **PTA** promptly and accurately in case of any occurrence detrimental to the security of **PTA** premises or any item placed under charge of the Security Company.
- d. To take appropriate action in case of emergencies like:
 - (i) Raising of fire alarm and prompt communication to Fire Brigade and officer in-charge of the installation and arrange rescue activities.
 - (ii) Forced Entry will be promptly reported to the local Police Station, In-Charge of security at PTA Zonal Office Peshawar and Control Centre of the Security Company, for appropriate actions.
 - (iii) Law and Order Situation will be promptly reported to the local Police Station, in-charge of security at PTA Zonal Office Peshawar and the Control Office of Security Company for appropriate action. All entry points shall be closed under such a situation.
 - (iv) To arrange immediate medical coverage of any person injured in the premises.
 - (v) To carry out daily checking of all security lights, entry points and locked premises for their effectiveness during off hours.
 - (vi) To properly brief the relieving guard about any situation concerning security.
- e. The guards will perform duties including security of **PTA** personnel, installation, its property and firefighting (in case of fire).
- f. It shall be the duty of security guard/staff to take immediate remedial action at the time of any fire incident.
- g. It shall be the responsibility of security guards to check up firefighting equipment installed in **PTA** Zonal Office building/premises and report to _in-charge security if found any irregularity/non-working.
- h. During the effectiveness of this Agreement in case of damage occurred to the property or personnel due to the outbreak of fire or any other eventuality caused by the negligence of security guards/staff, the contracting security company will be wholly responsible and liable for paying all the losses occurred to **PTA Zonal 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 four days off per month subject to availability of suitable substitute by the Security Company.
- k. The Security Company will provide a hand-held metal detector and a vehicle search mirror at the location(s) given at clause 4 above.

8. RELATIONSHIP OF PARTIES

- 8.1 This Agreement shall not be interpreted or construed to create an employer employee relationship, an appointment to the service of PTA or even a promise to be so appointed, an association, joint venture, partnership or special agency between the parties or to impose any partnership obligation or liability upon either party. The Security Company shall have no right, power, or authority to enter into any Agreement or undertaking for, to act on behalf of, to act or be and agent or representative of, or to otherwise bind, PTA except when so expressly authorized by PTA.
- 8.2 The persons deployed by the Security Company who perform the services specified in this Agreement shall be the employees of the Security Company and shall not at any time attempt to represent such employees or its offices as employees of the **PTA**. It is understood by the parties that neither the **PTA** nor any officers of the **PTA** are concerned with the terms and conditions of employment and that there is not and shall not be any relationship of employer and employee between the staff of **PTA** and employees of Security Company. The Security Company will be employer of all such persons who perform the services specified in this Agreement. The Security Company shall pay wages to such person and shall control and supervise the work done by them, shall instruct them as to the manner in which the work has to be done by them as may be warranted. The **PTA** shall not interfere with the rights of the Security Company to hire its employee or in the selection or non-selection of any person as its employee's subject to the terms contained in this Agreement.
- 8.3 If in the opinion of the **PTA** the presence of any employee/guard/staff of the Security Company of any of his acts of omission or commission are prejudicial to the interests of the **PTA** or any of its officer. PTA Zonal Office shall inform the Security Company about such employee where upon it will take immediate action against such employee by replacing him to the entire satisfaction of **PTA**.

9. INDEMNITY

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

9.2 The Security Company shall obtain from all of its employees who are rendering the services specified in this Agreement, a declaration that they are and shall remain the employees of the Security Company and shall have no obligation of contract with or claim whatsoever against the **PTA** or against any of its officials.

10. CONFIDENTIALITY

10.1 The Security Company shall ensure that all of its employees performing services specified in this Agreement shall not at any time during the performance of this Agreement or thereafter disclose to any person any information as to the affairs of the **PTA** or its offices and as to any other matter which may come to their knowledge by reasons of the performance of the services specified in the Agreement. If in the opinion of the **PTA** there has been any such disclosure the person concerned shall immediately be dismissed from the service by the Security Company upon notice from PTA.

10.2 The Security Company hereby undertakes to ensure that neither it nor any of its employees, personnel, agents or any other person acting for it and/or on its/his behalf shall at any time whether during the continuance in force of this Agreement or at any time after the termination thereof, divulge or disclose any information or documents whatsoever to any third party or person without the prior written consent of PTA.

11. ASSIGNMENTS

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

11.2 The Security Company shall not assign or sub-contract any of its duties or rights under this Agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contracting by Security Company shall entitle the **PTA** to terminate this Agreement forthwith.

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

12. DISPUTES

All questions, disputes, controversies arising directly or consequent to this Agreement whether during the term of this Agreement or after the termination or expiry of this Agreement except matters, which are the sole discretion of **PTA Zonal Office Peshawar** under the terms of this Agreement, shall be settled by mutual negotiations. Should such negotiations fail, at the second stage the matter, as specified herein before subject to said exception shall be referred to the Authority of the PTA Zonal Office through Director

General (Enforcement). In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad Pakistan.

13. ENTIRE AGREEMENT

This Agreement embodies the entire understanding of the parties hereto on this subject and there are no commitments, terms, conditions or obligation, oral or written, express or implied other than those contained therein.

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

14. FORCE MAJURE

14.1 Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event. For the purpose of this Agreement a "Force Majeure Event" shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.

14.2 The Party initially affected by a Force Majeure shall promptly but not later than twenty four (24) hours following the Force Majeure event notify the other of the estimated extent and duration of its inability to perform or delay in performing its duties ("Force Majeure Notification"). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists. Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

15. TERMINATION

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

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

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

15.2 In case of such termination, the Security Company shall only be paid for Services actually rendered up to the date of termination, and any advance payment in respect of Services not performed or in respect of period falling after the effective date of termination shall be refunded by the Security Company.

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

15.4 In case, **performance of the contractor** is not in accordance with the terms and conditions of the contract and remains unsatisfactory then maximum two notices, with the gap of one month, will be served to the contractor by the Zonal Head/ Director. Afterwards, if the contractor doesn't improve its performance as per terms and conditions of the contract, the contract will be terminated and amount of the **Performance Guarantee** will be forfeited together with initiation of blacklisting process as per PP Rule 19.

16. MODIFICATION

Any amendment or modification of this Agreement or additional obligation assumed by any of the party will be enforced only after mutual agreement of both the parties.

No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

17. GOVERNING LAW

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan.

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

Signed on behalf of

M/s_____ (Pvt.) Ltd.

Witness 1: _____

Witness 2: _____

(Zonal Head) for

PTA Zonal Office, Peshawar

Witness 1: _____

Witness 2: _____

S. No.	Year	No. of guards	Rate	Total charges
a.	First Year of Agreement	04x Security Guards (Armed)	Rs. ---- per month per guard	Rs. _____
b.	Second Year of Agreement	04x Security Guards (Armed)	Rs. ---- per month per guard	Rs. _____
c.	Third Year of Agreement	04x Security Guards (Armed)	Rs. ---- per month per guard	Rs. _____