



GOVERNMENT OF PAKISTAN
PAKISTAN TELECOMMUNICATION AUTHORITY
ZONAL OFFICE PESHAWAR

Plot-11, Sector A-3, Phase-V, Hayatabad, Peshawar.

Ph: 091-9217279- 5829177 Fax: 091-9217254

www.pta.gov.pk

PESH-1-12 (Security-Matters)/14/PTA

TENDER NOTICE

(HIRING OF SECURITY SERVICES FOR PTA ZONAL OFFICE PESHAWAR)

PTA intends to acquire the services of well reputed security companies for the provision of security services at PTA Zonal Office Peshawar for a period of three (3) years renewable on yearly basis.

2. Tender documents along with bidding instructions may be obtained from the office of the undersigned on payment of Rs 500/ (Non-refundable) by

3. Bids under the "Single Stage Two Envelop Procedure", along with earnest money equivalent to 2% of total quoted price for the first year, will be received up to 1000 hours 6th August, 2015 and pre-qualification proposals will be opened on same day at 1000 hours in the office of the undersigned in the presence of bidders. Financial bids will be opened at 1600 hours same day. Any bid not accompanied by earnest money will be rejected without any right of appeal.

4. Pakistan Telecommunication Authority reserves the rights to accept or reject any tender as per PPRA rules or accept the whole or part of tender.

5. This tender is also available on PTA and PPRA websites. i.e. www.ppra.org.pk

Deputy Director (Enforcement)
PTA Z/O Office Peshawar
091-9217255



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Tender Documents

HIRING OF SECURITY SERVICES FOR PTA ZONAL OFFICE PESHAWAR

Pakistan Telecommunication Authority (PTA) hereby invites tenders, for hiring of Security Services, as per **Annex-I & II**, for PTA Zonal Office Peshawar near Passport office Phase.5, Hayatabad Peshawar.

General Terms and Conditions:

1. The bidder should submit a single package containing two separate sealed envelopes. One envelope should contain the Pre-qualification Proposal and the other envelope should contain the Financial Proposal, both be marked as "PRE-QUALIFICATION PROPOSAL" and "FINANCIAL PROPOSAL" respectively.
2. The firm should be registered with Income Tax Department (Registration Number should be clearly mentioned and valid documentary evidence be attached).
3. The firm should have a minimum of ten (10) years experience of similar assignment and should have a proper setup/office at Peshawar.
4. The bidder will be required to submit a Pay Order / Bank draft for a sum equivalent to 2% of the total value of the contract of the first year, as earnest money in favor of PTA
5. The firm must be a license holder.
6. Sealed tenders are required to be delivered to the office of the undersigned by 1000 hours 6th August, 2015.
7. The Bid Opening Committee of PTA will open the Pre-qualification proposals (**Annex-I**) in the first instance for evaluation per criteria given at **Annex-III**, on 1000 hours 6th August, 2015. in the presence of the bidders or their authorized representatives, who may like to be present. Bids not accompanied by the documents at serial. No. 2 & 4 above shall be declared Non-Responsive and their Financial Proposals will be returned un-opened.
8. The Bid Opening Committee will open the financial proposals (**Annex-II**) of the bidders whose Pre-qualification proposals are accepted, on a date and time to be communicated to them in advance, in the presence of the bidders or their authorized representatives, who may like to be present.
9. Only one authorized representative per bidder will be allowed to attend the opening of bids. A representative from a bidder will be required to submit an authority letter in his/her favor by the respective bidders for attending the opening of bids.
10. The contract will be awarded to the lowest evaluated bidder.

11. The bid validity period is required to be (03) months, starting from the last date for receipt of bids.
12. The successful bidder will ensure adherence of minimum wages rules as per Govt. of Pakistan notifications from time to time. In case of any non compliance PTA Zonal Office Peshawar reserve the right to terminate the agreement as and when required.
13. The successful bidder will be required to deposit a "performance/ bank guarantee" equivalent to two months remuneration performance, through a Pay Order in favor of PTA. If the bidder fails to deposit performance/ bank guarantee within one week of the receipt of the letter awarding the job, the same shall be treated as cancelled and the earnest money shall be forfeited.
14. For successful bidder, 2% earnest money, if not adjusted in the two months remuneration performance/ bank guarantee, will be released to the bidder after deposit of two months remuneration performance/ bank guarantee. However, performance/ bank guarantee will be released within 30 days after successful completion of contract period.
15. The proposals should not have any over-writing or cutting. Bids with any of the aforementioned defects may not be considered.
16. Payment of the bills will be subject to the deduction of mandatory government taxes.
17. During the contract, the firm will provide Security Services as per terms and conditions, to be settled later on in the shape of contract agreement, for PTA Zonal Office Peshawar, failing which the performance/ bank guarantee will be forfeited by the Authority.
18. Salaries, perks, privileges and work hours of the guards will be governed strictly according to the government rules/ regulations as increased from time to time by the security company.
19. PTA shall evaluate the pre-qualification proposal in a manner prescribed in advance, with out reference to the price and reject any proposal which does not conform to the specified requirements. Evaluation of pre-qualification proposal will be made for only those bidders who fulfill the mandatory requirements.
20. During the pre-qualification evaluation no amendments in the pre-qualification proposal shall be permitted.
21. Financial bid of only pre-qualified bidders shall be opened.
22. The bidder should quote rates clearly in the financial bid. Cutting and over writing will not be accepted and bid will be rejected.
23. Weight age of pre-qualification proposals and financial proposals will be 70% and 30% respectively.
24. The bidder obtaining highest marks combining both Technical and financial proposals will be awarded the contract.
25. If two or more bidders obtain equal marks in aggregate, then the contract will be awarded to the one with lowest financial bid.
26. Evaluation criteria are given in the pre-qualification proposal. Minimum threshold for qualifying in the pre-qualification proposal is 70. Financial bids of only pre- qualified bidders shall be opened.
27. Evaluation criteria of financial proposal are as under.

Financial Score=

$$30 \times \frac{\text{Amount quoted by lowest company in financial bid}}{\text{Amount quoted by the company whose financial score is to be calculated}}$$

28. An agreement will be made between PTA and contractor on judicial paper of Rs. 100/-.
29. The successful bidder will have to provide either ex-servicemen or young energetic and trained civilian fully equipped and conversant with security performance and other requirements as mentioned in the security agreement.
30. PTA reserves the right to invite the next bidder in case the first bidder is unable to provide requisite manpower, weapons and other security equipment as per pre-decided schedule, inclusive of all the formalities.
31. Interested firms can visit the office of the undersigned at any time during working hours.
32. PTA reserves the right to extend the opening date of the bids, cancel the tender or accept/reject any or all bids without assigning any reason.

Pre- Qualification Proposal Performa

HIRING OF SECURITY SERVICES FOR PTA ZONAL OFFICE PESHAWAR

Name of Firm	
Address (Telephone, Fax & Email)	
Year of Establishment <i>(attach documentary evidence)</i>	
Sales Tax Registration No. <i>(Attach documentary evidence)</i>	
Income Tax No. <i>(annual turnover supported by income tax return)</i>	
Registration number of EOBI	
Registration/License No. issued by Ministry of Interior & NOC issued by Home Department Govt of Khyber Pakhtunkhwa. <i>(Attach documentary evidence)</i>	
Whether Pay Order as Earnest Money @ 2% of the total value of contract (one year) enclosed? (to be put in the envelope containing the Pre- qualification Proposal and not in the Financial Proposals).	Yes <input type="checkbox"/> No <input type="checkbox"/>
Type and No. of Weapons <i>(Attach as separate Annexure)</i>	
Clientage <i>(Attach as separate Annexure, if necessary)</i>	
Experience related to similar assignments	
Managerial Capability a). Total No. of Permanent Staff: b). Total No. of Contract/Project Staff: <i>(Attach as separate Annexure, if necessary)</i>	a) _____ b) _____
Assignment in Hand (Presently)	
Percentage of payment (Tentative) to be paid to Security Guards out of total payment claimed by the bidder/firm from PTA	
Whether Security Guards are Ex-Army Men or Civilian (Give their ratio)	
Banker's Name & Contact Details <i>(Annual turnover)</i>	
Contact Person Date: _____	<p>_____</p> <p><i>Name & Designation</i></p> <p>_____</p> <p><i>Authorized Signature & Stamp</i></p>

Financial Proposal**HIRING OF SECURITY SERVICES FOR PTA ZONAL OFFICE PESHAWAR**

The **monthly rate** for provision of 04 x Security Guards, on 24 hours basis i.e. two (2) guards at first shift (12 hours) and two (2) guards at second shift (12 hours) for PTA Zonal Office Peshawar inclusive of all payable taxes.

<u>S.No</u>	<u>Employee</u>	<u>Rates in Rs. Per Guard Per Month</u>		
		<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
<u>1.</u>	Guards			

Total quoted bid for the first year (for four guards): _____

2% earnest money of the first year quoted price: _____

Bank Draft / pay order No: _____

Name of Firm: _____

Authorized Person: _____

Signature: _____

Stamp: _____

Contact Details: _____



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Assessment Criteria:

The bids will be evaluated as per the following criteria;

Grading	Marks
100% ex-servicemen or young energetic and trained civilian not more than 50 year of age hired and deputed by the Security Company	50
The Security Company is run by ex-armed officers	10
Own training facilities (Firing Range, physical exercise etc.	5
Financial Strength of the Security Company backed by Strong parent Company, Financial Institution etc.	5
Facilities for Security Guards (Transport, Gratuity, Compensation) in written form/policy.	5
Registration with Govt Departments(SECP, FBR, Ministry of Interior, Provincial Govt etc.	5
Provision of Technical Gadgets. (Metal Detector, Vehicle Search Mirror etc.	5
24/7 Helpline & Complaint resolution system.	5
Security Company existence in Pakistan, Major Govt. clients with continuous repeated services orders, No of employee, litigation cases against the security company etc.	5
Other conditions (Minimum education Matric, payment on minimum wage as per Govt Policy.	5
Maximum Total Marks	100
Minimum score required to pass for Pre-qualification is.	70

AGREEMENT OF SECURITY SERVICES

This agreement is entered into the executive on this _____ day of _____, 2015 for acquiring/procuring of services of Security Guards (hereinafter referred to as "Security Services")

Between

M/s _____, a company incorporated under the companies Ordinance 1984 and having its registered office located at _____
_____.

(Hereinafter called as the "Security Company", which expression shall include its successor or assignee, etc in interest) of the First Part.

AND

Pakistan Telecommunication Authority, Zonal Office Peshawar (herewith called "PTA" being the client, which expression shall include its designated/authorized/Representatives and its successor or assignee, etc in interest) of the Second Part, and both the parties collectively are referred to as the "Parties".

WHEREAS, the First Party has security guards, who are fully trained in the field of security services and has agreed to provide "Security Services" to the Second Party for the persons, moveable/immoveable property(s), Office of the PTA Zonal Office Peshawar as set out in this Agreement.

1. Terms of Agreement

- a. **Period:** This agreement will remain enforce from _____ to _____ for total period of three (3) years, renewable on yearly basis by PTA subject to satisfactory performance of Security Services by the Security Company.
- b. **Execution:** The **Security Company** will be bound to execute the instruction/ directives of the PTA.
- c. **Additional Guards:** In case PTA requires additional strength of guards, the **Security Company** shall provide the same according to requirement on the terms as agreed in the agreement on 24 hours notice.
- d. Salaries, perks, privileges and work hours of the security guards will be governed strictly according to the government rules/ regulations by the security company.

2. Guards & Security Services. The **Security Company** will be fully responsible to provide satisfactory security services at PTA Zonal Office, behind FIA Office, Peshawar.

- a. **Guards:** Energetic, smart, literate and healthy not having age more than 50 years with complete uniform fully conversant with the security performance should be deployed at the sensitive installations of the PTA and its allied offices in consultation with the security in-charge of the PTA. Guards provided by the company should not be less than 30 years and not more than 50 years of age.
- b. **Daily attendance:** Daily attendance will be marked in the register at the point as well as daily attendance sheet duly signed for submission to the zonal security officer 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:** the security guards will be dressed in proper UNIFORM of the company and fully equipped to discharge their duties. Each guard is to be issued with two new uniforms by the **Security Company**.
 - 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. **Medically Fitness:** The **Security Company** will be responsible to get each guard and the Security Supervisor medically examined by a registered medical practitioner and provide medical certificate.
 - h. **Character:** The Company shall provide character certificates of each guard with verified antecedents.
3. **Employment of Guards:** The guards at PTA Zonal Office Peshawar will be deployed in two shifts i.e. two (2) guards at first shift (12 hours) and two (2) guards at second shift (12 hours).
 4. **Adherence of minimum wages rules:** The successful bidder will ensure adherence of minimum wages rules as per Govt. of Pakistan notifications from time to time. In case of any non compliance PTA Zonal Office Peshawar reserve the right to terminate the agreement as and when required.
 5. **Payment of Services Charges:** PTA will pay services charges on monthly basis for the first year and thereafter, upon annual renewal of agreement by PTA subject to satisfactory performance, as mentioned below to the Security Company by 10th of each month on submission of invoice.

<u>S.No</u>	<u>Employee</u>	<u>Rates in Rs.</u>		
		<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
<u>1.</u>	<u>Guards</u>			

It is also unconditionally agreed between the parties here that PTA shall not be responsible in any manner, either in cash or in kind, to pay any amount other than the amount of salary agreed upon in the agreement for the total strength as agreed to be employed under this agreement.

6. Evidence of remittance of insurance premium will be submitted by the **Security Company** on award of security contract. Payment will be made on monthly basis by **PTA** through cheque after production of EOBI and ESSI receipts.
7. **Overtime:** PTA shall not be responsible for any payment regarding overtime duty by guards or of the services provided by the **Security Company**
8. **Responsibility of Guards:** The guards duties include the following:
 - a. **Entry:** Prevention of entry into office premises entrusted in the charge of **Security Company** of any person not authorized by the PTA or without identification of any person who lacks proper identification.

- b. **Prevention:** Prevent pilferage of items/ equipment/ property belonging to PTA from the premises or above motioned offices of PTA placed under charge of the security company as per written instruction / direction issued by the authorized officer of PTA.
- c. **Detrimental:** inform concerned authorized officer of PTA promptly and accurately of any occurrence or incident detrimental to the security of PTA premises or offices placed under charge of the security company.
- d. **Emergencies:** to take appropriate action in case of emergencies like:
 - i. **Fire Alarm:** Raising of fire alarm and prompt communication to fire brigade and officer in charge of the installation and arrange rescue activities.
 - ii. **Forced Entry:** forced entry will be promptly reported to the authorized officer of PTA and local police station, in charge installation and the control office of Security Company for appropriate action.
 - iii. **Law and order situation:** law and order situation will be promptly reported to the authorized officer of PTA and local police station, in charge installation and the control office of Security Company for appropriate action. All entry points will be closed under such a situation.
 - iv. **Injuries:** to arrange immediate medical coverage or treatment of any person injured in the premises or office of PTA in the event of any incident.
 - v. **Daily checking:** to carry out daily checking of all security lights, entry points and locked premises for their effectiveness during off hours.
 - vi. **Patrolling / Picqueting:** patrolling / picqueting the installation as per specific written orders/ instructions peculiar to the installation prepared by Security Company and approved by PPTA
 - vii. **Briefing:** to properly brief the guards about any situation concerning security and security measures.
- 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 and measures at the event of fire or other allied incidents.
- g. **Firefighting equipment:** It shall be the responsibility of the security / fire fighting inspector / gourds to check up firefighting equipment installed in PTA building / premises and have his comments often, in a register to be countersigned by Zonal Director. He would advice the concerned PTA authorized officer/ authority for provision of essential firefighting equipment and regular maintenance.
- h. **Instruction Security Officer:** the security supervisor will also comply with the instruction of security officer for checking of firefighting equipment installed in PTA building / premises.
- i. **Damage:** during the effectiveness of this agreement in case of any damage occurred to the property of personnel due to the outbreak of fire or any other eventuality caused by the negligence of the of security guard and firefighting people, excluding the events of act of

God or force majeure, the security company hereby declare and indemnify that it will be wholly responsible and liable for making or paying all the losses occurred to PTA zonal Office as a result of their negligence, if proved, which will be decided by a committee consisting by both the parties.

- j. **Armourer:** The arms provided to the guards must be examined by qualified armourer on quarterly basis and must be technically in order/fit to operate and fire in the happening of any eventuality.
- 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's authorized Security Officer.
- l. **Leave:** Security Supervisor/Security guards will be granted four days off per month.
- m. **Metal Detector:** The Security Company will provide a hand held metal detector and a vehicle search mirror at PTA Zonal Office Peshawar.
- n. **Ex-Serviceman or young energetic & trained civilian:** Only Ex-Servicemen or young energetic and trained civilian will be accepted as security guards for performance of security duties and provision of Security Services to PTA by the Security Company.

9. **Persons performing Security duties/service specified herein to be employees of the Security Company.**

- a. The Security guards employed by the Security Company performing the Security services as specified in this agreement shall only be the employees of Security Company.
 - i. **Representation as PTA Employee:** The Security guards employed by the Security Company for provision of Security Services under this agreement shall not at any or all time attempt to represent themselves to any person or at any place/forum as employees of the PTA.
 - ii. **Relationship of Employer:** It is understood and agreed between the parties hereto that neither PTA nor any officers of the PTA are concerned directly or indirectly whatsoever with the terms and conditions of employment of the security guards of the Security Company and that there is not and shall not be any relationship of employer and employee between the PTA and employees of the Security Company providing Security Services to PTA under this agreement.
 - iii. **Wages:** Since the Security Company is the only employer of all such security guards who perform the services specified in this agreement, the Security Company is responsible and shall pay wages to such security guards and shall control/supervise the work done by them and shall instruct them as to the manner in which the work has to be done by them as may be warranted under this agreement.
 - iv. **Interfere:** PTA shall not interfere with the right of the Security Company to hire its employee or in the selection or non-selection of any person as its employer subject to the terms contained in clause 12 of this agreement.
- b. **Omission or Commission:** If in the opinion of the PTA, the presence of any employee of the Security Company or any of his acts of omission or commission are prejudicial to the interests of the PTA or to that of any of its officer, the PTA will inform the Security

Company about such an employee; where upon it will take immediate action against such employee and replacing him with the substitute to the entire satisfaction of the PTA.

10. **Indemnity:**

- a. The security company shall at all times during the specified period of this agreement and thereafter hereby declare and indemnify the PTA and its officers against all losses and claims for injuries or damages 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 part 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 security services to PTA as specified in this agreement, a declaration that they are and shall remain the employees of the security company i.e. M/s _____ and shall have no right and obligation of contract with or claim etc whatsoever against the PTA or against any of its officials.

11. **Confidentiality:** The security company shall ensure that all of its employees performing and providing security services to PTA as specified in this agreement shall not at any time and place during the performance of this agreement or thereafter disclose to any person any information as to the affairs of the PTA, its officials or its office and as to any other matter which may come to their knowledge by reasons of the performance of the services as specified in this agreement. If in opinion of the PTA there is or has been any such disclosure the person concerned shall immediately be dismissed from the service.

12. **Responsibilities of the security Company:**

- a. **Supervision of Employees:** In addition to the services to be performed by the security company as specified above, the security company shall also provide at no additional cost to the PTA such supervision of its employees as is necessary to adequately fulfill its obligation under the agreement.
- b. **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 diseases and are healthy in all respects to perform the duties.
- c. **Accident or Injury:** The Security Company is fully responsible for an accident or injury to its employees or caused by its employee and agrees that neither the PTA nor any of its officers will be held responsible or liable for either of the above in any manner.
- d. **Performance of its obligations:** The Security Company warrants that in the performance of its obligations under this agreement, it shall comply fully at all times with the laws applicable to the establishment of PTA.
- e. **Unionism:** The employees of Security Company shall on no account indulge in UNIONISM during the period of this agreement.

- f. **Service matters of Security Company:** The security Company is solely responsible for recruitment, discipline and all other services related matters of its employees. They will not in any case communicate with the officials of PTA regarding their service matter, which shall remain the sole responsibility of Security Company.
- g. **Un-satisfactory services:** (a) When circumstances warrant, the PTA may deny the services of any employee of the security company whose work was found unsatisfactory or not in accordance with the requirements of this agreement. In addition, penalties/actions would be initiated in case of unsatisfactory performance and violations that are equivalent to the ones highlighted below:
- (i) Amount of Rs250/- 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 Company.
 - (ii) Three consecutive violation of same nature on part of any guard deployed at PTA premises 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) Violation like offensive behavior that involves scuffling etc. will lead to a penalty of up to 5% of the monthly bill of the security company. 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.
- (b) The security company shall send a copy of the pay slips along with Invoice every month and makes sure that Guards deployed are to be paid not less than the Government (GoP) Policy of minimum wages in vogue at the time.
- h. **Enrolment:** The process of recruiting, interviewing and hiring etc of employee of the security company; including any actions with respect to alleged discrimination of other employment practices etc are the sole responsibility of the security company subject to what has been agreed in this agreement.

13. **Status of the Security Company:** the security company, i.e. _____ is a bona fide company incorporated under the laws of Pakistan and 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 an employee of the PTA or that of any of its officers nor grants it, or any individual employed by it, any financial or legal benefits etc not specifically provided for herein.

14. **Security Clearance:** the security company solely shall be responsible for security clearance and verification of all its employees to be deployed for provision of security services to PTA under this agreement.

15. **Taxes:** the security company shall be responsible for payment of all the taxes required to be paid by it under relevant laws of Pakistan and for any necessary withholding of taxes, duties etc from the salaries of employees of the security company.

16. **Restriction of assignment take over (sublet of agreement)**

a. The security Company shall not assign, sublet or sub-contract etc any of its duties, obligation or rights under this agreement, including but not limited to any benefit or interest herein or there under without the prior formal written consent and approval of PTA, and any such assignment or sub-contracting etc by the security Company shall entitle the PTA to early terminate this agreement forthwith without notice.

b. If the security company makes any arrangement with or assignment in favor of its creditors, or amalgamates with any other concern/ entity or is taken over, the PTA shall be entitled to terminate this agreement forthwith upon notice.

17. **Disputes:** All questions, disputes, controversies etc arising directly, indirectly or consequent to this agreement, except matters which are in the sole discretion of PTA under the terms of this agreement, shall be amicably settled by mutual negotiations between the parties. Should such negotiations fail, the matter, as specified herein before and subject to aforesaid exception, shall be referred to mediators for mediations, one to be appointed by the Security company and the other by PTA and on their recommendations the third mediator, if required will be appointed, to decide the matter/ dispute etc between the parties and whose decision shall be final and binding on both the parties.

18. **Effect of 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.

19. **Governing law and termination:**

a. This contract agreement has taken effect and is enforceable w.e.f. _____ And will be in force for the period of three (3) years unless earlier terminated, in accordance with the laws of Pakistan and the court only shall have exclusive jurisdiction to entertain and adjudicate upon disputes between the parties under this agreement in case not resolved under clause 16 above.

b. Both the parties have the rights to early terminate the agreement on **one month advance notice** at the specified addressees of the parties hereinabove or changed and duly notified otherwise. In case the agreement or the services there under are terminated without notice, the other party will have to make the payment equivalent to one month's salary of the guards.

20. **Alteration/Modification of agreement:** Both parties with mutual consent can make alteration/modification in the security agreement as deemed fit/necessary.

1st Part

2nd Party

Signed and delivered by the client

Above named in the presence of

Contractor.(M/s. _____)

Signature _____

Name: _____

CNIC. NO. _____

Witness 1

Name _____

Signature _____

CNIC NO _____

Client : PTA _____)

Signature _____

Name _____

CNIC. NO. _____

Witness 2

Name _____

Signature _____

CN.IC. NO. _____