

# **BID SOLICITATION DOCUMENTS**

## **Procurement of Security Services**

### **(Shuhada-e-APS) University of Technology, Nowshera**

**Note:** The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

**Introduction:**

**The Shuhada-e-APS-University of Technology (UoT), Nowshera** was established in 2015 under Khyber Pakhtunkhwa Assembly Act, 2012 (amended 2016) to impart technical education to the people of Khyber Pakhtunkhwa and Pakistan at large. The university has been funding through ADP scheme of Government of Khyber Pakhtunkhwa. Currently, the UOT is functioning in a rental premises located at Ex-Adam Jee Paper Mill, Amangarh, Nowshera.

**1. Instruction to Bidders:**

- 1.1 This bidding procedure and process will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Law, Rules made there under along with Standard Bidding Documents.
- 1.2 The bidder shall abide by all the Rules and Regulation relating to Labor Law, Accident, Workmen Compensation Act, Workmen Insurance EOBI and other relevant laws relating to specified services. This will be the sole responsibility of the bidder and UOT, Nowshera will not be a party at any stage to any kind of dispute relating to the above. In case any dispute arises due to non performance by the bidder under no circumstances UOT, Nowshera shall be liable for the same.
- 1.3 Sealed bids along with bid security @ 2% of the quoted price for the contract period (Two Years) in shape of Call Deposit Receipt (CDR) in the name of Khyber Pakhtunkhwa University of Technology, Nowshera must reach the undersigned not later than 12-11-2018 hours on 10:30 AM. The technical bids will be opened before the Procurement Committee on the same date at 11:00 AM in presence of bidders / representatives, who choose to be present. Financial bids of only technically qualified bidders will be opened, while the financial bids of technically unqualified bidders will be returned unopened.
- 1.4 The bid should be completed in all respect and must be signed by the bidder.
- 1.5 All prices quoted must be in Pak Rupees (PKR) and inclusive of all Government applicable taxes.
- 1.6 Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
- 1.7 For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least five day prior to the opening date.
- 1.8 Bidders are required to mention the correct and the latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
- 1.9 The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.

- 1.10** The bidder must attach the original receipt along with the bidding document submitted to Procuring Entity. In case of photocopy, bank draft of equal amount must be attached.
- 1.11** Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
- a. Received without Affidavit / earnest money;
  - b. It is received after the date and time fixed for its receipt;
  - c. Unsigned bid documents and ambiguous/conditional offer
  - d. The offer is from blacklisted firm in any Federal / Provincial Govt. Deptt:
- 1.12** The bidder/firm will not be allowed to participate in partial bidding of Services.
- 1.13** Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
- 1.14** Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
- 1.15** All the bidders are required to provide annexure-wise complete supporting/requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
- 1.16** In case of Bid Tie, the competent authority may award the contract to the firm whose experience is more than competitor(s) or decision will be taken by making toss/draw in front of the bidders.
- 1.17** Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract shall be resulted in rejection of its bid and disqualification from participation in the UOT future bids.

## **2) Eligible Bidder:**

Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant Certificates must be attached.

- 2.1 The Security Company must have at least five (05) years of experience.
- 2.2 Company must be registered with the Security Exchange Commission of Pakistan (SECP).
- 2.3 The Bidders must have valid license from the Home Department.
- 2.4 The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.
- 2.5 The prospective bidder must be registered with KPRA (Khyber Pakhtunkhwa).
- 2.6 Registered with the "All Pakistan Security Agencies Association (APSAA).
- 2.7 Bidders must have relevant experience in the public sector with at least three contracts in hand or completed.
- 2.8 Verified Bank Statement for the last two year from the schedule bank of Pakistan to validate financial soundness of the bidder.
- 2.9 Company Profile along with Bidder's Management Team must be attached.

2.10 The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.

*Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPPRA Rules 2014.*

### Technical Evaluation Criteria

<b>S#</b>	<b>Description</b>	<b>Unit</b>	<b>Range</b>	<b>Marks</b>	<b>Authentication Proof</b>
1	<b>Length of Experience</b> (Minimum Score: 10 Highest Score: 15)	Year	5-6	10	Company Profiles
		-do-	6-7	11	
		-do-	7-8	12	
		-do-	8-9	13	
		-do-	9-10	14	
		-do-	10-11	15	
<b>A</b>	<b>Cumulative Total Marks</b>			<b>15</b>	
2	Services Contracts/Projects (in-hand) (Minimum Score: 10 and Highest Score: 15)	No.	4-5	10	Letter of Acceptance and Contract Agreement
		No.	5-7	12	
		No.	7-9	13	
		No.	9-11	15	
<b>B</b>	<b>Cumulative Total Marks</b>			<b>15</b>	
<b>3</b>	<b>Security Equipment</b>				
i.	Weapons (Licensed)	No.	200-400	5	Certified List of the Required Equipment.
ii.	Metal Detectors	No.	50-100	5	
iii.	Walkie Talkies	No.	50-100	5	
iv.	Talk Through Gates	No.	5-15	5	
<b>C</b>	<b>Total Marks</b>			<b>20</b>	
<b>4</b>	<b>Human Recourses (Personnel)</b>				
i.	Total Guards Strength (X)	Persons	200-400	10	Payroll/Consolidated List of Employees submitted to EOBI
		Persons	401-600	15	
ii.	Ex-Servicemen Security Guards (Y)	Persons	100-200	10	
		-do-	201-300	15	
iii.	Age of Security Guards (Z)	Year	25-50	5	
<b>D</b>	<b>Total Marks (X+Y+Z)</b>			<b>35</b>	
5	Financial Capabilities (Annual Turnover)	(Rs. In Million)	30-40	5	Verified Bank Statement
			40-50	7.5	
			50-60	10	
<b>E</b>	<b>Cumulative Total</b>			<b>10</b>	
6	Certificate of Minimum Wage/Salary Payment (as per in-vogue rate defined in the Finance Act)	Yes/No	Yes	5	Undertaken by Security Firm on their Letter Head w.r.t payment of minimum wage/salary.
<b>F</b>	<b>Total</b>			<b>5</b>	
	<b>Grand Total (Marks) (A+B+C+D+E+F)</b>			<b>100</b>	

**Note:-**

- i. The minimum technical qualifying marks are 60 out of 100 marks.
- ii. Contract will be awarded to the lowest evaluated bidder/firm.

**3. General Conditions:**

- 3.1 UOT, Nowshera shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
- 3.2 Alternative bid shall not be considered and shall be rejected by the Competent Authority.
- 3.3 UOT, Nowshera may increase or decrease the number of staff required for the Security Services as per KPPRA rules.
- 3.4 At any time prior to the deadline for submission of bids, UOT, Nowshera may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
- 3.5 If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 3.6 The Procuring Entity will evaluate and compare the bids which have been determined to be substantially responsive.
- 3.7 Bids shall be evaluated against the given criteria mentioned in the Bid Solicitation Documents.
- 3.8 UOT, Nowshera may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.
- 3.9 List of machinery & equipment for the specified procurement shall also be provided by the prospective bidders.
- 3.10 The price quoted by the bidder shall be considered as "Final Price" and NO hidden / consumable / extra charges shall be claimed by the successful bidder(s).
- 3.11 The bidder shall quote the "Final Price" per person including Security Guards, Supervisors.
- 3.12 The Lowest Offer will be accepted, meeting the quality needs and ensuring Value for Money (VFM).

**4. BID SECURITY/ GUARANTEE:**

- 4.1 Bids must be accompanied by the bid security @ 2% of the quoted price for the contract period (One Year) in shape of Call Deposit Receipt (CDR) in favor of “University of Technology, Nowshera”.
- 4.2 Bid security of the successful bidder will be released after submission of Performance Guarantee.
- 4.3 The bid security may be forfeited: in case the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or In the case of a successful Bidder, if the Bidder fails to sign the contract Or To furnish performance Guarantee.
- 4.4 The successful firm will have to furnish a performance guarantee equal to 5% of the annual contract value (inclusive GST) as security in shape of Bank Guarantee / Demand Draft in favor of the UoT, Nowshera entering into contract valid for one year from the date of signing contract.

**5) BID VALIDITY:**

- 5.1 The bids should be valid for a period of **Ninety (90) Days** from the date of opening.
- 5.2 However, in exceptional circumstances, UOT, Nowshera may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or through email. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

**6. SITE INSPECTION:**

- 6.1 The bidder or their designated representatives may visit to the University site before submission of the bid. The University’s administration will be informed before such visit.
- 6.2 In case (representative visits) he will bring a letter for inspection from the bidder on firm’s letter head.
- 6.3 Photography during the site inspection will not be allowed

**7. Scope Of Work / Services/Statement Of Requirement**

- 7.1 UOT, Nowshera requires the security services of the well-equipped firm/institution to secure its students, faculties, staff, premises, assets, the requirements are as follows.

<b>S#</b>	<b>Description</b>	<b>Strength</b>
1.	Supervisor from (Ex-Forces)	02
2.	Male Guards	23

- 7.2 The firm shall provide the following weapons/instruments/equipment/items during the contract period.

<b>S#</b>	<b>Description</b>	<b>Remarks</b>
2.	Walkie Talkie	10
3.	223, MP 5	For each guard
4.	Walkthrough gate	01
5.	Metal detector / Hand Scanner	05
6.	Repeater 12 bore	As per requirement
7.	Vehicle Checking Mirror	02

- 7.3 The Company shall provide, render and ensure Security Services as assigned by the Institution on round-the-clock basis, 24 hours per day, 07 days per week in two shifts 12 hours, each shift including off days and holidays. The Service Provider shall be required to perform all necessary security services and duties as outlined in this Scope of Work. Unless directed by Authority, the requirements of this Scope of Work shall continue uninterrupted despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental).
- 7.4 The Security Officer of the Institute shall take demonstration and techniques regarding handling of emergency situation from each guard during evaluation process.
- 7.5 The fighting and emergency training is compulsory for all guards.
- 7.6 Inspection team of the UOT, Nowshera may visit Head office/Regional Office at the cost of bidders during the evaluation/awarding contract period.
- 7.7 The Company must be reputed company, shall have good name, standing, requisite experience, expertise and professional reputation for performing similar job/ assignment and should not be on the defaulters or negative list of any statutory / regulatory body / authority.
- 7.8 The bidder shall maintain daily logs, checklist, records and reports on the performance of the services and shall make these available anytime to UoT, Nowshera for its inspection.
- 7.9 Safe space for establishing liaison office shall be provided by the UOT, Nowshera.

**8. UNIFORM OF SECURITY STAFF:-**

- 8.1 All the provided personnel by the company must be in proper security uniform containing Logo of the Security Company.

**9. Hiring of Staff:-**

- 9.1 The security staff provided by the company should be of well repute and not involved into subversive activities or implicated in crime.
- 9.2 A certificate (**clearance certificate from respective Police Station**) to this effect will be provided by Firm for every person employed by him.
- 9.3 Medical fitness Certificate of all the staff will also be provided at the time of contract / initiating of services.
- 9.4 The Bio Data and antecedents of these employees will be provided to UOT at the time of Contract.
- 9.5 The firm will immediately inform to UOT in time, in case of hiring and firing of its staff during the currency of the contract period.
- 9.6 The firm will provide replacement of staff in case of any of the guard / supervisor is on leave terms and conditions given above.

**10. Special Conditions Of The Contract:-**

- 10.1 Staff provided by the Firm should be skilled, competent, appropriately equipped.
- 10.2 Firm shall abide by UOT's rules and regulations and also abide by Pakistan laws that may be applicable and enforced from time to time concerning to this agreement.
- 10.3 Administration of the University will inspect all security services mentioned in the agreement, to the extent practicable at all times during the terms of this agreement.
- 10.4 Firm will be obliged to remove any of his employees from duty, if desired by the UOT and provide replacement immediately.
- 10.5 The firm's staff shall be expected NOT to do and follow following code of conducts:
- i. Smoking at the work site.
  - ii. Arrive at the work site under the influence of alcohol.
  - iii. Drink alcoholic beverages on the job.
  - iv. Use any of the bathrooms, except the one specifically designed for this purpose.
  - v. Indulge in discussions or arguments.
  - vi. Cause any disturbance in smooth operation of the office.
- 10.6 Firm shall not assign or sublet this agreement or any part thereof or any benefit or interest therein or there under, to any other Firm.
- 10.7 Firm as well as his appointed staff / persons shall carry out such instructions as may be issued from time to time by the authorized officers of UOT pursuant to the terms of this contract.
- 10.8 UOT will not be responsible for the death, electrocution, injury, invalidity illness or other harmful condition if happens to the employee of the Firm during performance of cleaning work in the premises. The UOT will not pay any sum in the shape of



compensation to the worker of Firm. The Firm will be responsible to shift his worker in case of injury to medical aid at his own sources and will provide first aid at the spot.

- 10.9 Firm undertakes to take action against his employees who are found involved in theft, illegal activities misbehavior etc. The UOT will be at liberty to take lawful action against Firm as well as his employee on account of above reasons.

**11. Additional Services:-**

- 11.1 In case of urgency or any unforeseeable event, the University requires additional services, the firm will be liable to provide such services within the purview of the terms and conditions mentioned in the contract.

**12. Award of Contract:-**

- 12.1 This agreement shall take into effect from the date of signing of contract and shall be valid for a period of two (2) years from the effective date. The same can be further extended on same terms and conditions subject to satisfactory performance of the firm on mutual consent of both the parties.
- 12.2 A probation period for this assignment will be thirty (30) days, no payment shall be released during this period, however after satisfactory performance by the bidder payment will be disbursed or vice versa.
- 12.3 This Agreement may be terminated by either party upon giving 30 days prior notice in writing to the other party.

**13. Payment:-**

- 13.1 Payment will be made within twenty days after date of invoice submission to the University through cross cheque on monthly basis, subject to availability of funds.

**BID FORMS**

**PERFORMANCE SECURITY FORM**

To:

Vice Chancellor  
University of Technology  
Nowshera

WHEREAS [*name of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [*Reference number of the contract*] dated / /2018 to supply *Surgical Instruments and its ancillary services* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [*amount of the guarantee in words and figures*], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_2018.

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*Address*]

[*date*]

**NTEGRITY PACT**

Contract No.

Dated

Contract Value: [

Contract Title: **“HIRING OF SECURITY SERVICES AT UOT, NOWSHERA”**

**M/s Firm Name** hereby declares that it has not obtained or induced procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative sub division or agency there of or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, **M/s Firm Name** represents and warrants that it has fully declared the brokerage, commission, fees 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 consultation 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 Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.

**M/s Firm Name** 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 Government of Khyber Pakhtunkhwa and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

**M/s Firm Name** accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of Government of Khyber Pakhtunkhwa.

Notwithstanding any rights and remedies exercised by GoKP in this regard, **M/s Firm Name** agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by **M/s Firm Name** 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 Government of Khyber Pakhtunkhwa.

**Name of Buyer / Procuring Entity**

**Name of Supplier**

**University of Technology, Nowshera**

**M/s** **Firm Name**  
**Complete Address**

**Nowshera. Khyber Pakhtunkhwa**

**Name:**

**Name:**

**Designation**

**Designation:**

**Signature**

**Signature**

**SEAL**

**SEAL**

## AGREEMENT FOR SECURITY SERVICES

This "Agreement" is made on and agreed today on \_\_\_\_ day of \_\_\_\_ 2018.

By and Between

**University of Technology, Nowshera** established under Khyber Pakhtunkhwa Assembly Act, to technical education to the people of the Khyber Pakhtunkhwa, located at Peshawar Road, **Nowshera, Khyber Pakhtunkhwa** (*hereinafter referred to as the "Institution"*, which expression shall, where the context so admits, include its successors in interest and permitted assigns) as Party of the First Part.

And

\_\_\_\_\_, a company incorporated under  
the Companies

Ordinance 1984 and having its registered  
office \_\_\_\_\_

(*hereinafter referred to as the "Security Company"*, which expression shall, where the context so admits, include its successors in interest and permitted assigns) as Party of the Other Part.

The Institution and the Security Company shall hereinafter be referred to as the "Parties" collectively and the "Party" individually and interchangeably.

### **Whereas;**

- a) The Institution is desirous of acquiring professional security services ("**Services**") for a safe and secure working environment at its Complex address mentioned above.
- b) The Security Company is a reputable and well experienced concern in similar industry and has the requisite expertise and adequate manpower to provide the Services as required by the Institution.

- c) The Security Company represents and warrants that it is duly licensed and authorized by the Government of Pakistan for carrying out the Services as required by the Institution.
  
- d) The Security Company has agreed to provide, and the Institution has agreed to engage the Security Company for, the Services in accordance with the terms and conditions set forth in this Agreement.

**Now, therefore,** upon the terms and subject to the conditions of this Agreement, it is hereby agreed by and between the Parties as under:

**1. Duration**

This Agreement will become effective as of \_\_\_\_\_ 2018, and will remain in effect for a period of three (01) years (the “Term”) from the date when this agreement became effective or until terminated in accordance with Clause 5 or 7 of this Agreement.

Prior to the expiration of the Term, this Agreement may be extended or modified by written mutual agreement between the Parties. When used in this Agreement, the phrase “the Term” shall refer to the entire duration of the Agreement.

**2. Services**

The Security Company shall provide to the Institution, trained with professional approach security guards ex-services personnel who shall be able to perform security services in accordance with best industry practice and to the entire satisfaction of the Institution:

**Personal Attributes of Security Guard:**

**A.** The Security Company shall make sure that the suitable guard:

- (i) be trained, ex-servicemen, soldierly bearing, physically and also medically fit (Category A)
  
- (ii) have at least middle level school education and Supervisor must hold Secondary School Certificate (SSC).

- (iii) Be aged between 28-50 years and supervisor must be between 40-55 years of age.
- (iv) Have served at least seven (07) years in services and must not have retired on medical grounds.
- (v) Have obtained exemplary character certificate at the time of retirement.

B. The Security Company should ensure that while deputing the security guards preference should be given to those guards who are trained for firefighting/Civil Defense.

### **3. Rights & Responsibilities**

#### **A. Security Company**

**The Security Company shall;**

- i. Supervise the security guards deputed at the Premises of the Institution at all times.
- ii. Nominate its authorized representative in order to maintain a liaison with the Institution and to receive and execute orders from the Institution.
- iii. Ensure that the security guards provided by it maintain perfect discipline and behavior and do not in any manner cause any interference, annoyance, nuisance to the Institution or its business.
- iv. Shall provide the detail of its deputed strength including CNIC and training certificate to the administration of Institution.
- v. Weapons provided to the Guards should be from government approved firms
- vi. not disclose to a third party any information regarding the security arrangement of the Institution including but not limited to the assignment instructions, schedules and other subsequent agreements entered into with the Institution either in writing or verbally.

- vii. Be bound to depute another security guard at the Premises with immediate effect in substitution of security guard who is dismissed by the Security Company or has proceeded on leave or is missing without leave.
- viii. Be responsible for the timely payment and rights and liabilities of the security guards in accordance with the applicable labor law for the time being in force in Pakistan and employment agreement of the Security Company.
- ix. Provide uniforms and all necessary equipment to the security guards to the entire satisfaction of the Institution.
- x. at its own discretion, obtain life insurance cover for its security guards and shall take all other necessary steps to ensure that the Institution is not liable for any loss to the security guards or to any of his belongings under any circumstances whatsoever.

**B. The Institution**

The Institution shall;

- (i) Negotiate and arrange the security plan of the Complex.
- (ii) Promptly pay any payments, as per clause 4 of this Agreement, in relation to the Services performed under this Agreement.
- (iii) Provide uninterrupted access to the Security Company at the premises where the security personnel are proposed to be deputed.
- (iv) Coordinate with the Security Company concerning any arrangement(s) of the Services.
- (v) have the right, within reason, to have removed a security guard from the Premises subject to prior intimation to the Security Company and the Security Company shall be bound to remove the said security guard from the Premises forthwith upon being provided reasonable grounds thereof and depute another security guard at the Premises with immediate effect.
- (vi) Have the right to increase/decrease the number of guards being deployed at Institution premises anytime subject to prior intimation to the Security Company for the needful.



- (vii) Security company should ensure and provide timely replacements of guards proceeding on leaves. The reliever should not remain deputed at location for more than two days.
- (viii) Have the right to deduct maximum of 10% (of daily charges) as penalty for not providing/deputing guard(s) as per clause 2A & B of this Agreement.

#### **4. Payments**

- a) Upon the satisfactory performance of Services under this Agreement, the Security Company shall be paid in accordance with Annexure-A or as per actual strength deployed by the Institution.
- b) In case of any subsequent revision/increase in minimum wages or taxes / levy imposed by the Government, the rates may be considered for revision accordingly.
- c) The payment shall be made on monthly basis upon furnishing of an invoice by the Security Company.
- d) The payment shall be made by the Institution within fifteen (15) days of the receipt of invoice from the Security Company.
- e) Any payment made to the Security Company under this Agreement shall be less any Government taxes which the Institution is required under the law to deduct.

#### **5. Termination**

- (i) Either Party may terminate this Agreement if the other Party fails to remedy a breach of the terms and conditions of this Agreement within thirty (30) days of a written notice to do so.
- (ii) The Institution may terminate this Agreement if the Security Company fails to provide the Services in accordance with this Agreement or to the entire satisfaction of the Institution.
- (iii) The Security Company may terminate this Agreement if the Institution fails to make payments in accordance with this Agreement.

Provided that the termination of this Agreement shall not;

(a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor

(b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

## **6. Indemnity**

The Security Company hereby undertakes with respect to any Services conducted pursuant to this Agreement to indemnify and hold harmless the Institution and its employees of any liability and to protect, defend, indemnify and hold harmless the Institution and all its employees from and against any claim of damage, death, loss, expense or injury caused due to negligence of the Security Company or any of its employees.

## **7. Force Majeure**

- (i) The obligations of each of the Parties hereunder shall be suspended during the period and to the extent that such Party is prevented or hindered from complying therewith by "Force Majeure" (as hereinafter defined). In such event, the Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Any of the Parties whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.
- (ii) "Force Majeure" means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes and compliance with any law or governmental order, rule, regulation or direction but solely restricted to laws, orders, rules, regulations, or directions of governmental agencies or bodies in Pakistan or of any other organization or commission or regulatory authority binding within Pakistan, provided that a lack of funds shall not constitute "Force Majeure".
- (iii) Nothing herein shall require the Parties concerned to settle strikes or labour disputes by acceding to demands deemed to be unreasonable by objectively evaluating the situation but subject to this, the Party concerned shall use its reasonable endeavors to remove, avoid and / or mitigate the effects of such circumstances.
- (iv) If the force majeure continues, or the carrying out of this Agreement is delayed, for a prolonged period or it becomes impossible to perform a

material provision of this Agreement, either party may terminate this Agreement by notice to the other party.

- (v) For the purpose of this clause, a prolonged period is one exceeding thirty (30) days.

## **8. Dispute Resolution/Arbitration**

- (i) The Parties shall attempt to resolve any and all disputes as to the interpretation of the Agreement or as to the performance of either Party hereunder.
- (ii) If the Parties cannot settle any dispute or difference within fifteen (15) days after first conferring, then such dispute or difference shall be settled by arbitration by a sole arbitrator appointed with mutual consent of both parties unless otherwise disposed of by understanding between the Parties. The award of the arbitrator shall be final and binding. . Prior to initiation of arbitration or any other form of legal proceeding, the aggrieved Party will give the other Party written notice describing the claim and amount as to which it intends to initiate action.
- (iii) The place of arbitration shall be UOT, Nowshera, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

## **10. Amendment**

- (i) No term and condition of this Agreement may be amended without the prior consultation and understanding between the Parties.
- (ii) This Agreement shall supersede any existing arrangements and/ or understandings between the Parties in relation to the terms agreed upon under this Agreement.

## **11. Severability**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

## **13. Confidentiality**

- i. The Security Company undertakes and shall ensure complete confidentiality of all and any information in respect of this Agreement and

the services stated herein, including without limitation the communication to and by the Institution about any of its activity/ information. The Security Company shall not disclose any such information to any person or allow utilization of the same in any manner by any person.

- ii. The Security Company shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by the Institution or which the Security Company or any of its employees (guards) may obtain directly or indirectly during the course of performance of this agreement.

#### **14. Applicable Law and Jurisdiction**

- (i) This Agreement is governed by the laws of the Islamic Republic of Pakistan.
- (ii) Disputes arising out of this Agreement are subject to the exclusive jurisdiction of the courts of Mardan / Peshawar, to which the Parties irrevocably submit.

#### **15. Stamp Duty**

This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Security Company.

#### **16. Annexure**

The Annexure(s) to this Agreement shall form an integral part of this Agreement and shall be interpreted accordingly.

#### **17. Entire Agreement:**

This Agreement is intended by the Parties as the final expression of their Agree aq waz ent and is intended also as a complete and exclusive statement of the terms of their agreement with respect to their relationship and all related matters. All other written or oral understandings, offers, agreements, terms and conditions or other communications of every kind pertaining to the scope of this Agreement described herein are hereby abrogated and withdrawn.

**In witness hereof the Parties have executed this Agreement on the day and year written above.**

AGREED AND ACCEPTED

**University of Technology, Nowshera**

**Security Company**

**Nowshera**

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

Date

Date

Name

Title

**WITNESS**

**WITNESS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

—

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Financial Bid**

S #	Description	Scope/ Requirements	Cost (PKR)	
			Salary	Services Charges
1	Supervisor (Ex-forces)	02		
2	Guard (Male)	23		
3	<b>Provision of Equipment</b> (As mentioned in the scope of work)		NA	
2.	<b>Total Amount per Month (Inclusive of Taxes)</b>			