



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

Tender No. PTA-ABT/Admin/2025

INVITATION TO BID

Provision of Security Services at Pakistan Telecommunication Authority (PTA) Zonal Office, Abbottabad

Pakistan Telecommunication Authority (PTA), Zonal Office Abbottabad invites electronic bids from well-reputed, experienced and license holding private Security Companies / Firms registered with SECP / Registrar of Firms, Income Tax & Sale Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue / Khyber Pakhtunkhwa Revenue Authority (KPRA) for provision of Security Services at PTA Zonal Office Abbottabad for a period of Three (03) years.

E-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at <https://eprocure.gov.pk>.

The electronic bids must be submitted by using EPADS on or before 27th February 2025 by 10:30 AM. Manual bids, shall not be accepted. Technical bids will be opened on the same day through EPADS at 11:00 AM. This advertisement is available on PPRA website at www.ppra.org.pk and PTA website www.pta.gov.pk.

Notification of the GRC constituted in terms of rule-48 of PPRA Rules, 2004 is provided on EPADS at <https://eprocure.gov.pk> and on www.pta.gov.pk.



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Zonal Director

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BIDDING DOCUMENT

1. Pakistan Telecommunication Authority (PTA), Zonal Office Abbottabad invites electronic bids from well reputed, experienced and license holding private Security Companies / Firms registered with SECP / Registrar of Firm and Income Tax / Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue / Khyber Pakhtunkhwa Revenue Authority (KPRA) for provision of security services to PTA Zonal Office Abbottabad for a period of three (03) years as per detail given below: -

Shift No.	No. of Guards	Duration
1	1	0600 to 1400 hrs.
2	1	0900 to 1700 hrs.
3	1	1400 to 2200 hrs.
4	1	2200 to 0600 hrs.
Total	4	Duly armed with semi-automatic weapons

2. The services will be hired according to PPRA Single Stage - Two Envelop Procedure [ref rule 36(b) of PP Rules 2004] are enumerated below: -

- i. The bid shall be submitted through E-Pak Acquisition and Disposal System (e-PADS) available on PPRA website. All interested bidders must register themselves on PPRA website in e-PADS as suppliers for submitting their bids. The detailed procedure for submission of bids is available at PPRA website i.e. [epronotifl.pdf \(ppra.org.pk\)](#).
- ii. The bids, prepared in accordance with the instructions in the bidding documents, **must be submitted through PPRA EPADS only** on or before 27 Feb 2025 by 10:30 AM.
- iii. Technical Bids will be opened on the same day on PPRA EPADS at **11:00 AM**. The bidders may physically participate the opening session of Bids.
- iv. Bid Security (**in original**) of Rs. 100,000/- (Rupees one hundred thousand only) in the shape of Pay orders / Demand Draft in the name of Pakistan Telecommunication Authority must reach this office on or before of the closing date by 1030 hours (bid security in the shape of cheques shall not be entertained).
- v. After the announcement of technical evaluation report, PTA Zonal Office Abbottabad shall, at a time within the bid validity period, publically open financial proposals of the technically accepted bids only at a time, date and venue announced and communicated to the bidders in advance.

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- vi. PTA reserves the right for the selection of "most advantageous bid", from the bidders who 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 (lowest in price).

3. **Mandatory Requirements:-**

All bids shall be evaluated on the basis of mandatory requirements at first stage of technical evaluation. Failing to meet any one of the mandatory requirements shall result into disqualification of the bid. Bidders meeting the mandatory requirements shall be evaluated further as per the evaluation criteria as per **Annex-A**. The bidders must furnish documentary evidence for following mandatory requirements:-

S. No	Mandatory Requirements For Eligibility	YES / No
i.	Registration with SECP as Private Limited Company/Registrar of Firms	
ii.	NOC from Ministry of Interior for running Security Company/Local Home Department Khyber Pakhtunkhwa.	
iii.	Valid license from Government of Pakistan/Khyber Pakhtunkhwa to operate as Private Security Company in Khyber Pakhtunkhwa.	
iv.	National Tax Number (NTN) Certificate of FBR	
v.	Sales Tax Registration Certificate from concerned Govt. Office	
vi.	The Security Company should be on active tax payers list of FBR and for both Income Tax and Sales Tax	
vii.	Copy of Latest Annual Tax Returns filed with FBR	
viii.	Certificate of Membership with All Pakistan Security Agencies Association (APSAA) and renewal for at least 2024.	
ix.	Certificate of bank account maintenance from a scheduled Bank	
x.	Certificate of Registration with Old Age Benefit Institute (EOBI)	
xi.	Certificate of Registration with Employee Social Security Institution (ESSI)	
xii.	Affidavit, on non-judicial stamp paper of Rs. 100, that the firm has not been black-listed by any Government/Semi Government organization, company or any autonomous body. Further, the bidder name shouldn't be on list of PPRA black listed firms.	
xiii.	Certificate on company's letter head that No contract has been rescinded in the past for non-fulfillment of contractual obligations.	
xiv.	At least 03 years of experience which will counted from 1 st contract/agreement signed with any organization for provision of security services, must be supported with documentary evidence and must be highlighted/mentioned as first contract	
xv.	Deployment of at least 300 Security Guards in Pakistan. A Certificate on company's letter head to this effect will be furnished along with details of deployment (Facts will be verified by the committee through provided clients list).	
xvi.	At least 3 x Good Performance Certificates from major clients (Government departments, Multinational Companies, Banks, Embassies and 5-Star Hotels etc.) where your security company has provided or providing security services	
xvii.	The company should have valid licenses of automatic weapons and will provide at least 2 x Semi-Automatic weapons along with other weapons (attach copies of valid documentary evidences/ license copies).	

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viii.	<u>Pay Order/Bank Draft of Rs. 100,000/- shall be submitted in original before the bid closing time. Copy of the pay order/bank draft shall be scanned and made part of the Technical Proposal</u> to be submitted electronically (E-PADS)	
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Note: All supporting documents must be attached with technical proposal to qualify.

4. Based on the record / documentary evidence submitted by the bidders, each bidder shall be evaluated as per the Technical Evaluation Criteria at **Annex-A**. Threshold for Technical qualifying for financial evaluation shall be **70%**.
5. Financially lowest bidder shall be considered for award of contract.
6. 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.
7. Salaries, perks, privileges and work hours of the guards will be governed strictly according to the Government's rules / regulations.
8. Payment to the successful bidder / contractor shall be linked with active taxpayer status. If the contractor is not in ATL, no payment shall be made until the bidder appears on ATL of FBR and KPRA. In this regard, reference is made to Regulation 2 of Eligible Bidders (Tax Compliance) Regulations, 2015 of PPRA).
9. The company will be responsible to get each guard medically examined by a Registered Medical Practitioner and provide Medical Fitness Certificate. Similarly, the company shall provide Character Certificate (endorsed by local Police Station) of each Guard with verified antecedents.
10. Guards provided by the company should not be less than 25 years and not more than 55 years of age. Bulky / overweight persons will not be accepted.
11. The guards should be trained and capable enough to handle situations including but not limited to any emergency like earthquakes and fire breakout etc.
12. Each guard shall perform duty on an average of 8 hours per day during the month. The guard will be entitled for 02 days leave in a month through a reliever provided by Security Company at no extra cost to PTA.
13. The company shall provide 2 x Hand-held Metal Detectors and 1 x Vehicle Search Mirror at the location(s) given at clause 1 above.
14. 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.
15. Availability of additional Guards (if so required) will be ensured within 24 hours of written demand made by PTA.
16. **Bid Validity.** Bids shall remain valid for 90 days after the date of technical bid opening. Bid Security will be returned to the unsuccessful bidders not later than expiry of the Bids.

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17. **Performance Guarantee:** The Security Company, if it is declared as successful bidder, will be required to deposit a "Performance Guarantee (P.G.)" equivalent to 05% of the amount of total value of contract (for three years) in accordance with Rule 39 of PP Rules, 2004 through Pay Order / Banker's Cheque issued from any scheduled bank in favor of PTA at the time of signing of Contract / Agreement.

18. The Bid Security of the successful bidder will be released against deposit of the Performance Guarantee (P.G.) or can be adjusted in P.G on the request of successful bidder and over and above amount would be submitted through separate PO/BC. If the bidder fails to deposit P.G, contract shall be treated as cancelled and the bid security shall be forfeited. Performance Guarantee shall be released after the expiry of the total contract period as mentioned in agreement.

19. **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 terminate the agreement with or without giving notice and forfeit Performance Guarantee and any amount due towards Security Company.

20. **Alteration / Modification of Agreement.** The Security Company shall reproduce draft agreement provided by PTA on stamp paper with stamps affixed of Rupees One Hundred. 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 prior written consent of PTA for purpose of clarity, legality, provided that such rephrasing does not adversely affect the scope of work, Terms & Condition and service charges to the detriment of PTA.

21. The **Financial Proposals** shall be submitted along with its **break-up** as per **Annex-B**. In case, any bidder either doesn't provide or provides incorrect *break-up* of its financial bid then the procuring agency may ask the bidder for furnishing the same. However, in any case the total of break-up of the bid shall remain equal to the amount of original financial bid.

22. The bids, prepared in accordance with the instructions in the bidding document must be submitted through PPRA EPADS only **on or before at 10:30 A.M. on** Technical bids will be opened on the same day electronically on PPRA EPADS at 11:00 A.M.

23. PTA Zonal Office Abbottabad reserves the right to reject all bids as per PPRA rules.

24. Mechanism for Blacklisting of Bidders/Contractors will be as under:

- a. The Procuring Agency (i.e. PTA) shall, bar a bidder or contractor, for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, who either:
 - i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;

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- ii. Fails to perform his contractual obligations; and
 - iii. Fails to abide by the bid securing declaration;
- b. The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority (i.e. PPRA) for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- c. The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
- d. In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor / authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
- e. In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- f. The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
- g. The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- h. The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- i. Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the procuring agency after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.

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- j. The bidder may file the review petition before the Review Petition Committee of the Procuring Agency within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.
- k. The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
- l. The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.



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Technical Evaluation Criteria of Hiring of Security Guard Services

Criteria	Max. Marks
a) <u>Performance Profile</u> Apart from mandatory required certificates, Good Performance Certificates issued by Major Clients (Multinational Corporations/Govt. Organizations/ Embassies / Banks/ 5-Star Hotels etc.) (3 Mark each)	30
b) Experience of the company _____ years (01 Mark for each year starting from 1 st /oldest contract.) Experience apart from mandatory required experience shall be considered for these marks	15
c) <u>Centralized 24/7 Control Center for Monitoring of Security Services</u> i. Yes (10 Marks) ii. No (0 Marks)	10
d) Armed Mobile Response Unit(s) at Abbottabad/Peshawar/Islamabad, in case of emergencies: i. More than one mobile units (05 Marks) ii. Minimum one mobile units (03 Marks) iii. No Mobile Units (0 Marks)	5
e) Training of Security Guards (provide certificates of training sessions) i. Yes (10 Marks) ii. No (0 Marks)	10
f) Company's/Firm Welfare Policies for its Guards (Other than EOBI & ESSI): i. Life Insurance Policy for Guards (20 Marks) ii. No such Policy (0 Marks)	20
g) <u>Minimum strength of Security Guards deployed in Pakistan</u> i. upto 300 Guards (3 Marks) ii. one mark for every 100 Guards from 400 to 1000 Guards (07 Marks)	10
Total Marks	100

Note:

- i. Submission of documentary evidences for each evaluation criteria is mandatory for marks allocation.
- iii. Minimum Technical qualifying marks for Financial Bid Opening are 70%.
- iv. As per PPRA rule 25, attach Rs. 100,000/- in shape of bank draft / pay order as bid Security along with Technical Bid in scanned version through EPADS and original will be provided on or before closing time of bid.

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PTA Zonal Office Abbottabad
Tel No. 0992-
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 Zonal Office Abbottabad

FINANCIAL PROPSAL
Hiring of Security Services for PTA Zonal Office Sukkur

- a. The monthly rate/total amount for provision of 4 x Security Guards on 24 hours basis i.e.

Shift No.	No. of Guards	Duration
1	1	0600 to 1400 hrs.
2	1	0900 to 1700 hrs.
3	1	1400 to 2200 hrs.
4	1	2200 to 0600 hrs.
Total	4	

- b. Inclusive of all applicable taxes quoted below:

Amount (in PKR)

S #	Place	No. of Guards	Amount for 1st Year of Contract		Amount for 2nd Year of Contract		Amount for 3rd Year of Contract	
			Rate per Guard per month (A1)	Amount for 04 x Guards per month (B1)	Rate per Guard per month (A2)	Amount for 04 x guards per month (B2)	Rate per guard per month (A3)	Amount for 04 x guards per month (B3)
1.	PTA Zonal Office Abbottabad	04						
Total for each year of Contract (Bx12)			B1x12 =	B2x12 =	B3x12 =			
Grand Total for three years of contract (In figures)								

Total amount in words:

Total for 1st Year of contract: Rupees _____

Total for 2nd Year of contract: Rupees _____

Total for 3rd Year of contract: Rupees _____

Grand Total for all three years of contract: Rupees. _____

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 Zonal Office Abbottabad

Breakup of bid price per Security Guard per Month**Amount (in PKR)**

S#	Description	1 st Year of contract	2 nd Year of contract	3 rd Year of contract
1.	Salary (not less than minimum wage approved by Govt. of Khyber Pakhtunkhwa)			
2.	Mandatory EOBI Contribution along with relevant rule position/Govt. notification			
3.	Khyber Pakhtunkhwa Employee Social Security Institution (ESSI) Contribution along with relevant rule position/Govt. notification			
4.	Service Charges or any other amount/charges, material cost etc. by the bidder to be included in the bid price			
5.	Applicable Tax (Rate & Amount) @ ___%			
	Total			

Notes:

- i. The amount of minimum wage fixed by Govt. of Khyber Pakhtunkhwa for contract period and all other mandatory contributions fixed by relevant authorities of Khyber Pakhtunkhwa / Pakistan shall be applicable and will be the sole responsibility of the successful bidder / contractor, therefore, bidder may quote financial bid accordingly as no any subsequent change or any request by the successful bidder / contractor shall be accepted by the procuring agency during the term of contract and payment will only be made to the contractor in accordance with the contract agreement.
- ii. All columns of the Financial Proposal shall be filled. In case of inapplicability of any amount, "N/A" may be mentioned in the column.
- iii. Copy of notification for minimum wages for 2024-25 issued by Govt of Pakistan/Khyber Pakhtunkhwa must be attached.

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Zonal Director
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Zonal Office Abbottabad

DRAFT AGREEMENT OF SECURITY SERVICES

This Security Services Agreement (the "Agreement") is made executed at Abbottabad on this-----day

By and between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its Zonal Office in Abbottabad located at House No.226 Amir Shaheed Road, Sikadarabad, Abbottabad or at any other location at Abbottabad 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 _____, a company incorporated under the Companies Ordinance 1984/Registered with Registrar of Firms and having its registered office located at

_____ (hereinafter referred to as the "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 the Security Company has security guards and other personnel, who are fully trained in the field of security has agreed to provide security services for the individuals and moveable/immoveable property of Office of the PTA in Abbottabad, as set out in this Agreement.

AND WHEREAS the PTA is desirous to acquire Security Services (hereinafter referred to as "Services") for its PTA Office in Abbottabad.

AND WHEREAS the Security Company is engaged in the provision of security services and is duly authorized to provide such services. It has agreed to provide these Services to PTA on the terms and conditions set forth herein.

AND WHEREAS the Security Company represents that it has fully trained Security Guard(s) and Security Supervisor(s) with relevant expertise and holds valid licenses/permissions, authorizations/approvals which are/or may be required from the Government of Pakistan/Khyber Pakhtunkhwa. It assures that it has the requisite expertise and resources to provide top quality of Security Services to PTA Zonal Office Abbottabad in accordance with the highest standards and satisfaction of PTA. The Security Company undertakes that the Services shall be provided only through the security guards/staff that has the requisite expertise and experience in this field.

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,

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Zonal Director
Pakistan Telecommunication Authority
Zonal Office Abbottabad

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 shall provide Security Guards as per mandatory requirements prescribed under Bidding Documents, attached as **Annexure - A** or as communicated by PTA from time to time.

2. TERM OF AGREEMENT

The initial Term of the Agreement shall be three (03) years commencing from _____ and ending on _____ (both days inclusive). The Agreement may be renewed in accordance with the applicable law, by the mutual consent of both parties on such terms and for such period or otherwise as may be mutually agreed upon by the Parties upon satisfactory completion of the Initial Term.

3. RESPONSIBILITY OF THE SECURITY COMPANY

The Security Company will be fully responsible to provide satisfactory security services at Abbottabad Zonal office and it will ensure that;

The guards deployed are energetic, smart, literate and healthy, (ex-servicemen/civilian) with complete uniform and they are fully conversant with the security principles. Guards provided by the company should not be less than 25 years and not more than 55 years of age. Bulky/overweight persons will not be accepted. Security Company will deploy four (04) security guards at Zonal Office Abbottabad i.e one guard for first shift (0600-1400 hrs.), one guard for second shift (1400-2200 hrs) one guard for third shift (2200-0600 hrs.) and one guard for office shift (0900-1700 hrs).

a. Daily attendance: Daily attendance will be marked in the register at the point/location of the deployment as well as in Daily Attendance sheet duly signed for submission to the Zonal Office (Security in charge) for calculation and compilation on monthly basis.

b. Awareness of Duty. That M/s _____ 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.

c. Uniform/Dress. The Each security guards will be dressed in proper UNIFORM of the Security Company and will be fully equipped to discharge their duties. Each guard is to be issued with two new uniforms by the Security Company.

(i). WINTER:

Shirts, Trouser, Pullover, Belt, Jockey cap or Barret, Shoes (Ranger Type Uniform).

(ii). SUMMER:

T-Shirts, Trouser, Jockey Cap, or Barret, Belt, Shoes (Ranger Type Uniform).

d. Alertness. The Armed Guards will be called "Standing Security Guards" and will remain alert, patrolling and vigilant throughout their duty hours.

e. Mishap. Any mishap will be the responsibility of the Security Company.

f. Medical Fitness. The company will be responsible to get each guard medically examined by a Registered Medical Practitioner and provide Medical Fitness Certificate before deployment.

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g. Character. The company shall provide Character Certificate (endorsed by local Police Station) of each guard with verified antecedents.

h. Salaries. Salaries, perks, privileges and work hours of the security staff will be responsibility of the Security Company and will be governed strictly according to the government rules / regulations by the security company.

i. Accident or Injury. The Security Company is an independent contractor and accordingly is fully responsible for any accident or injury to its employees or cause by its employee and agrees that neither the PTA nor any of its officers will be held liable/responsible for either of the above in any manner.

j. Performance of its obligations. The Security Company warrants that in the performance of its obligations under this Agreement, it shall fully comply with all applicable laws of Pakistan / Khyber Pakhtunkhwa.

k. UNIONISM. The employees of Security Company shall on no account indulge in UNIONISM.

l. Service matters of Security Company: The Security Company is responsible for recruitment, discipline and all other service matters of its employees. They will not in any case communicate with the officials of PTA regarding their service matter, which is the sole responsibility of Security Company.

m. Unsatisfactory Services. When circumstances warrant, 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 or equivalent to the ones highlighted below.

i) Amount of Rs. 250/- per day per guard will be deducted in case of minor violations like wearing inappropriate dress/ late arrival/negligence, attending guests during the duty hours, etc. all fines and penalties will be deducted by PTA from the monthly payments of the Security Company.

ii) Three consecutive violations of same nature on part of an individual guard will render him unsuitable for performing duties in PTA and the security company shall provide immediate replacement.

iii) The company would be served with a warning notice in case of persistent minor violations and non-attendance of complaints. Three consecutive warnings may render the company unsuitable for performing security duty in PTA and PTA may terminate this agreement.

iv) Violations like offensive behavior that involves scuffling etc. will lead to a penalty of up to 5% of the monthly bill. 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 termination of the agreement besides involving other legal proceedings as required.

vi) Enrolment. The process of recruiting, interviewing and hiring employees of Security Company including any actions with respect to alleged discrimination of other employment practices is the sole responsibility of Security Company subject to what has been agreed in this agreement.

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4. **NUMBER OF PERSONELS/DEPLOYMENT STATION AND DUTY HOURS**

Security Company shall deploy four (04) Security guards at following locations;

Shift No.	No. of Guards	Duration
1	1	0600 to 1400 hrs.
2	1	0900 to 1700 hrs.
3	1	1400 to 2200 hrs.
4	1	2200 to 0600 hrs.
Total	4	

4.1 In case PTA requires additional guards for Zonal Office, Abbottabad the Security Company shall provide the same according to the requirement on the terms & conditions as agreed in the Agreement upon twenty-four (24) hours' notice.

5. **PAYMENTS AND INVOICES**

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

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 deductions 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 applicable under the law for the time being in force as are required by prevailing laws which shall be to the account of the Security Company.

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

5.5 The Security Company shall submit its invoice in accordance with the rates/charges specified in Annex-B hereto and PTA agrees to make payment under each invoice during the years of the Agreement by 10th of each month after receipt of such invoice subject to compliance of all relevant clauses of the agreement and bidding documents including but not limited to provision of evidence of compulsory remittance of Employees Old Age Benefit Institution (EOBI) and insurance premium against each security guard for the pending month. 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.

5.6 PTA shall not be responsible in any manner to pay either in cash or in kind to other than the amount of salary agreed upon in the Agreement for the total deployed guards agreed to be employed. Monthly wages of the guards will not be less than the minimum wages fixed by the Government of Khyber Pakhtunkhwa, from time to time. Any violation at any stage in this regard

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Zonal Office Abbottahari

will render the Security Company ineligible to work with PTA and termination of the Agreement

5.7 The Security Company shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers/guards that shall be deputed for the Services at PTA Zonal Office, Abbottabad or may be specified from time to time.



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5.8 The Security Company shall be bound to have its staff/employees/guards insured/registered against any and all applicable institutions including Employees Old Age-benefits Institution (EOBI), ESSI or any other government scheme under any other law without owning responsibility to PTA. The Security Company, in addition to above, undertakes to fully indemnify and hold harmless the PTA against any claims, losses, damages, or expenses in relation to injury or death to any persons or loss or damage to property arising out of the performance of Services hereunder.

5.9 Any additional time/hours of duty which may be treated as per law as overtime shall not be paid by PTA, however, it shall be sole duty of Security Company.

5.10 PTA shall not be responsible for any additional payment to the Security Company on any account for whatsoever reasons, including overtime payment.

5.11 **PAYMENT OF SERVICES CHARGES.**

The PTA will pay services charges on monthly basis for the three years of contract, as mentioned below to M/s _____ by 10 working days of each month on submission of invoice and 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 strength agreed to be employed.

Year	No. of Guards	Rate
1 st Year	4	Rs. ----- per month @ Rs.-----/- guard
2 nd Year	4	Rs. ----- per month @ Rs.-----/- guard
3 rd Year	4	Rs. ----- per month @ Rs.-----/- guard

5.12 Payment will be made on monthly basis by PTA through Fund Transfer/ baker's Cheque/RTGs (**as per prevailing procedure**) after deduction of applicable taxes.

5.13 Overtime. PTA shall not be responsible for any payment regarding overtime duty of the services provided by M/s _____ .

6 **PERFORMANCE GUARANTEE**

As per PPRA rule 39, the Security Company, if it is declared as successful bidder, will be required to deposit a "Performance Bond/Bank Guarantee" equivalent to 05% of the amount of total value of contract (for all three years), in shape of Banker's Cheque in favor of PTA at the time of signing of Contract/ Agreement. The bid security of the successful contractor will be released against deposit of the Performance Guarantee (P.G.). If the bidder fails to deposit P.G, the contract shall be treated as cancelled and the Bid Security shall be forfeited. In addition, PG shall be released after the expiry of the total contract period as mentioned in agreement.

7 **Duties Guards**

The duties of the guards deployed by the Security Company shall include but not limited to the following: **DUTIES INCLUDE THE FOLLOWING:**

a. **Entry.** Ensure Prevention of unauthorized entry of any person into the Office premises of PTA entrusted in the charge of M/s _____ of any person not authorized by the PTA or any person who lacks proper identification.

b. **Prevention.** Prevent pilferage of items / equipment / property belonging to PTA from the premises of PTA which are placed under charge of M/s _____ as per written instruction issued by the

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authorized officer of PTA.

c. **Detrimental.** Inform concerned authorized officer of PTA promptly and accurately in case of any occurrence detrimental to the security of PTA premises or any item placed under charge of the M/s _____.

d. To take appropriate action in case of emergencies like:

1. Fire Alarm. Raising of fire alarm and prompt communication to Fire Brigade and officer in charge of the installation and arrange rescue activities.
2. Forced Entry will be promptly reported to the local police station, in charge of Security at PTA installation and the Control Office of M/s _____ for _____ appropriate action.
3. Law and Order Situation will be promptly reported to the local police station, in charge of Security at PTA and the Control Office of Security Company for appropriate action by security guard. All entry points shall be closed under such a situation.
4. Injuries, to arrange immediate medical treatment of any person injured in the premises.
5. Daily Checking. To carry out daily checking of all security lights, entry points and locked premises for their effectiveness during off hours.
6. Patrolling / Parquetting the installation as per specific written orders peculiar to the installation prepared by the M/s _____ approved by PTA.
7. Briefing. To properly brief the relieving guard about any situation concerning security.

e. **Protection of PTA personnel and Property.** The guards will perform duties including security of PTA personnel, installations, its moveable/immoveable property and firefighting equipment's etc. in case of fire and other allied incidents.

f. **Incident.** It shall be the duty of security guard to take immediate remedial action at the time of any fire incident.

g. **Firefighting equipment.** It shall be the responsibility of security/firefighting inspector/guards to check up firefighting equipment installed in PTA building/premises and give his comments often, in a register to be countersigned by PTA. He would advise the concerned PTA officer in charge for provision of essential firefighting equipment's and its regular maintenance.

h. **Chief Security Officer's instructions.** Security Supervisor will also comply with Chief Security Officer's instructions for checking of firefighting equipment installed in PTA building/premises.

i. **Damage.** During the effectiveness of this agreement in case of any damage occurred to the property or personnel due to the outbreak of fire or any other eventually caused by the negligence of security supervisor/guards and firefighting people, the contracting security company will be wholly responsible and liable for paying all the losses occurred to PTA as a result of their negligence, which will be decided by a committee consisting of both parties.

j. **Licensed Arms.** The licensed arms provided to the guards must be examined by a qualified armorer on six-month basis and must be technically fit to fire/use.

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

l. **Leave.** Security guards will be granted two days leave per month.

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

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Sr.No.	Equipment/weapon	Quantity
1	Semi-Automatic Weapon	02
2	Metal Detector	02
3	Under Vehicle search mirror, torch & whistle	01

ii. Ex-Servicemen/Civilian. Ex-Servicemen will be preferred as security guards for performance of security duties. However, civilian security guards with minimum 5 years' experience with security companies are acceptable in limited numbers.

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 personals/guards deployed by M/s _____ who perform the services specified in this agreement shall be the employees of 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 hereto that neither the PTA nor any officers of the PTA are concerned with the terms and conditions of employment and that there is not and shall not be any relationship of employer and employee between the staff of PTA and employees of the Security Company. Since M/s _____ is the employer of all such persons who perform services specified in this Agreement, the M/s _____ shall pay wages to such person and shall control and supervise the work done by them, shall instruct them as to the manner in which the work has to be done by them as may be warranted. The PTA shall not interfere with the right of M/s _____ 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.

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. This indemnification extends to all claims, demands, proceeding, cost, charges and expense whatsoever in respect thereof, including all litigations, court processes and court cases and all proceedings filed or instituted by the personnel employed by the Security Company 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.

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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 guards, 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 The Security Company is prohibited from assigning this agreement or any part of this agreement, and it must ensure that its personnel act in accordance with any instructions provided by PTA from time to time, whether 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 Company shall entitle the PTA to terminate this agreement forthwith.

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 Abbottabad 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. In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder.

13. ENTIRE AGREEMENT

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

14. FORCE MAJURE

a. If at any time, during the continuance of this Agreement in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non-Advance or delay in Advance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist.

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b. The decision of the Government as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding NINETY (90) DAYS either party may, at his option terminate the contract.

15. TERMINATION

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

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

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

16. MODIFICATION

Any amendment or modification of this Agreement or additional obligation assumed by any of the party will be enforced only after mutual written agreement of both the parties. No supplement, amendment, or modification etc. 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.

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18. SECURITY CHARGES

The monthly rate / total amount for provision of 4x Security Guards on 24 hours' basis, inclusive of all applicable taxes quoted below:

Amount (in PKR) Total amount in words:

S #	Place	No. of Guards	Amount for 1st Year of Contract		Amount for 2nd Year of Contract		Amount for 3rd Year of Contract	
			Rate per Guard per month (A1)	Amount for 04x Guards per month (B1)	Rate per Guard per month (A2)	Amount for 04x guards per month (B2)	Rate per guard per month (A3)	Amount for 04x guards per month (B3)
1.	PTA Zonal Office Abbottabad	04						
Total for each year of Contract (Bx12)			B1x12=		B2x12=		B3x12=	
Grand Total for three years of contract (In figures)								

Total for 1st Year of contract:

Rupees _____

Total for 2nd Year of contract:

Rupees _____

Total for 3rd Year of contract:

Rupees _____

Grand total for all three years of contract: Rupees _____


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Breakup of bid price per Security Guard per Month

Amount (in PKR)

S#	Description	1 st Year of contract	2 nd Year of contract	3 rd Year of contract
1.	Salary (not less than minimum wage approved by Govt. of Khyber Pakhtunkhwa for FY 2024-25)			
2.	Mandatory EOBI Contribution along with relevant rule position/Govt. notification			
3.	Khyber Pakhtunkhwa Employee Social Security Institution (ESSI) Contribution along with relevant rule position/Govt. notification			
4.	Service Charges or any other amount/charges, material cost etc. by the bidder to be included in the bid price			
5.	Applicable Tax (Rate & Amount) @ ___%			
	Total			

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

Signed on behalf of

M/s (Pvt.)

(Zonal Director) for PTA
Zonal Office, Abbottabad

Witness 1:

Witness 1:

Witness 2:

Witness 2:

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ABDUL WAHID KHATTAK
 Zonal Director
 Pakistan Telecommunication Authority,
 Zonal Office Abbottabad