

BIDDING DOCUMENT

FOR PROVISION OF SECURITY SERVICES AT PROVINCIAL DISASTER MANAGEMENT AUTHORITY (PDMA) SINDH, HEAD OFFICE, KARACHI / WAREHOUSES at SUKKUR, JAMSHORO AND KARACHI.

Provincial Disaster Management Authority Sindh Head Office Karachi invites sealed bids from well reputed, experienced and license holding private Security Companies/firms registered with Securities and Exchange Commission of Pakistan SECP/ Registrar of Firms and Income Tax/Sales Tax Department for provision of security services to PDMA Sindh, Karachi for a period of three (03) years as per detail given below:-

Place	Total	Guards
PDMA Sindh Offices and Warehouses/HRFs in the Province of Sindh	32 Subject to increase as per need	Duly Qualified Experience security Guards

*Duly armed with Semi-Automatic Weapon

*Quantity of Guards may be increased as per need or for sites warehouses / office

1. Save as otherwise provided, a Single Stage-Two Envelop Procedure as per Rule 46 (2) read with Rule 47 of the Sindh Public Procurement Rules, 2010, as amended (the "Rules") shall be opted.
2. **Salient features of Single Stage - Two Envelop Procedure are enumerated below:-**
 - a. Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - b. envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
 - c. initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
 - d. envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
 - e. procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - f. no amendments in the technical proposal shall be permitted during the technical evaluation;
 - g. financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
 - h. financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and

- i. Bid found to be the lowest evaluated or best evaluated bid shall be accepted.

4. 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 in to disqualification of the bidder. The bidders must furnish documentary evidence for following mandatory requirements:-

- i. Registration with SECP/Registrar of Firms as Private Limited Company/Registered Firm.
- ii. NOC from Ministry of Interior for running Security Company.
- iii. National Tax Number (NTN) Certificate of FBR.
- iv. Sales Tax Registration Certificate from concerned Govt. Office.
- v. Registration with Sindh Revenue Board.
- vi. The Security Company should be on Active Taxpayers List of FBR /respective Provincial Revenue Authority.
- vii. Copy of Latest Annual Tax Returns filed with FBR.
- viii. Certificate of Membership with All Pakistan Security Agencies Association (APSAA) with latest renewal for 2021-22.
- ix. Security Company must have valid license of PTA for Wireless (Wireless license)
- x. Company/Firm Profile covering all the required technical details as per **Annex-A** of this document.
- xi. Certificate of bank account maintenance from a scheduled bank.
- xii. Certificate of Registration with Old Age Benefit Institute (EOBI) and Employees Social Security Institution (ESSI).
- xiii. Affidavit on stamp paper, that the firm has not been black listed by any Government / Semi Government organization.
- xiv. Pay Order/Bank Guarantee/ of Rs. 300,000/- issued by any scheduled bank in favor of Provincial Disaster Management Authority (PDMA) Sindh shall accompany in the **technical proposal** as Bid Security. Failing to do so may result in disqualification.
- xv. Deployment of at least 500 security guards in Pakistan. A Certificate to this effect will be furnished along with details of deployment (Facts may be verified).
- xvi. A Certificate to the effect that all Security Guards are paid monthly wages, not less than the minimum wages fixed by the Government of Sindh, as per latest budgetary year. Any violation at any stage in this regard will render the security company ineligible to work with PDMA Sindh.
- xvii. The bid prices shall not be in violation of minimum wages set by the Government of Sindh, otherwise PDMA has the right to reject any such bid or bids.

- xviii. At least 3 x Good Performance Certificates from major clients like (Multinational Companies, Banks, Govt. Organizations, Embassies, Educational Facilities and 5-Star Hotels etc) where Security Company has provided security services.
- xix. The company should have valid licenses for all weapons and bound to provide at least 2x automatic weapons along with other weapons if demanded (with valid license along with certificate of issuance of each weapon against name of custodian must be submitted to this office prior the deployment).
- xx. Affidavit on stamp paper that the documents/facts/details/information submitted to PDMA Sindh are true and liable to be rejected if proven false and, in that case, entire expense on legal proceedings shall be borne by the company.
- xxi. Detail of important clients.

Note: All supporting documents must be attached with technical proposal to claim marks.

- 5. 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 qualifying for financial evaluation shall be minimum **70%**.
- 6. The least cost Bid shall be considered for award of contract who have passed the technical criteria.
- 7. **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.**
- 8. Salaries, perks, and privileges of the guards will be governed strictly according to the Government's rules/regulations. Security Company is obliged to Pay the security guards the minimum wages set by the Government of Sindh from time to time. PDMA Sindh would not bear any additional cost on account of enhancement in this regard.
- 9. Payment to the successful bidder/ Security Company/ Contractor shall be linked with continuous active taxpayer status. If the successful Bidder/Security Company/ Contract or is not in ATL, no payment shall be made until the Security Company/Contract or appears on ATL of FBR as well as SRB.
- 10. Compulsory remittance of Employees Old-Age Benefit Institution (EOBI), Employees Social Security Institution (SESSI) and insurance premium against each individual. Evidence of remittance of insurance premium should be submitted within 2months of award of security contract.
- 11. The Successful Bidder/Security company/Contractor will be responsible to get each guard medically examined by a Registered Medical Practitioner and provide Medical Fitness Certificate before the deployment of guards and will provide the fresh fitness certificate

whenever requested by this PDMA Sindh Head Office Karachi (without any additional cost).

12. The Successful Bidder/Security Company/Contractor shall also provide character certificates of each guard with verified antecedents by local police before the deployment.
13. Guards provided by the company should not be under age and not more than 45 years of age. Bulky/overweight/skinny/unhealthy/ Smoker or any Drug and Alcoholic addict persons will not be accepted at any condition.
14. The Security Company/Contractor should provide the essential healthcare safety kits e.g. First aid box.
15. The guards should be well-trained and well-capable to handle the situation including but not limited to bomb blast, earthquakes, events of fire, public protest, turmoil etc. and active in calling for emergency response team/services without any delay, by taking in confidence the Admin/security in-charge of concerned office.
16. Security guard shall perform duty in two shifts (day and night). All security guards will be entitled for 02 days leave in a month without the deduction of any pay; the security company should provide the reliever guard (at no extra cost to PDMA Sindh) along-with verified character certificate before approving the leave of any guard.
17. The Successful Bidder/ Security Company/Contractor will provide a Hand-held Metal Detector.
18. The successful bidder/ Contractor/Security Company will have to provide either ex-Service men or well literate young energetic trained civilian, fully equipped and well conversant with security duties and other requirements as mentioned in the security agreement.
19. The Contractor /Security Company will provide Security Guard Services as per Terms & Conditions, to be settled in the shape of Contract/Agreement with PDMA Sindh Head Office Karachi and mentioned in the bidding documents.
20. An agreement will be made between PDMA Sindh and successful bidder / Contractor/Security Company on stamp paper.
21. Availability of additional guards (if so required) will be arranged on same day/wherein the absence or emergency situation additional guard must be provided within 1 hour of request.
22. **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.
23. **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, PDMA reserves the right to cancel the agreement with or without giving notice (depending on nature of violation of Contract Agreement) and forfeit Performance Guarantee and any amount i.e. service charges etc. due towards the Contractor/Security Company.

24. **Alteration/Modification of Agreement.** The Successful bidder / Contractor Security Company shall reproduce draft agreement provided by PDMA Sindh on stamp paper. The Contractor/Security Company shall not alter/add/delete any article, clause or chapter of the draft agreement. However, Contractor /Security Company may rephrase any clause or chapter with the consent of PDMA Sindh for purpose of clarity, legality or otherwise except where scope of work, Terms & Condition and service charges is not adversely affected against PDMA Sindh.
25. The bids, prepared in accordance with the instructions in the bidding document must reach PDMA Sindh Head Office, Karachi as per NIT dated.
26. If a Security Company/bidder is already working at any Office/location of PDMA Sindh or worked previously, that firm/Company should produce a performance satisfactory certificate duly issue by Director (Admin)/ any responsible person or Zonal/Regional Head.
27. PDMA Sindh reserves the right to accept or reject all bids as per SPPRA rules 2010.

Technical Evaluation Criteria for Provision of Security Services

Criteria	Max.Marks
a) <u>Performance Profile</u> Good Performance Certificates issued by Major Clients (Multinational Corporations / Govt. Organizations/ Embassies / Banks/ 5- Star Hotels Education facilities , etc.) (05 Mark each certificate)	20
b) Experience of the company 20 years (1 Mark for each year)	20
c) <u>Training of Guards (Firing Range etc.)</u> i. State of the Art own Training Facility (Own / Membership) (10Marks) ii. Others (05 Marks)	10
d) <u>Training of Security Guards for Fire Extinguishing / Fire Fighting, in the event of fire: (provide certificates of training sessions)</u> i. Yes (10Marks) ii. No (0Marks)	10
e) <u>Centralized 24 / 7 Control Center for Monitoring of Security Services</u> i. Yes (5Marks) ii. No (0Marks)	05
f) <u>Armed Mobile Response Unit(s), in case of emergency situation:</u> i. More than five mobile units (05Marks) ii. Less than five mobile units (03Marks) iii. No Mobile Units (0Marks)	05
g) <u>Company's Welfare Policies for its Guards:</u> i. Health Cover, Pension and Life Insurance Policy for Guards (20Marks) ii. Health Cover and Life Insurance Policy for Guards (15Marks) iii. Health Cover OR Life Insurance Policy for Guards (10Marks) iv. No Policies (0Marks)	20
h) <u>Strength of Security Guards deployed in Pakistan</u> i. More than 500 Guards (10Marks) ii. Less than 500 Guards(5Marks)	10
Total Score	100
Minimum Score to Pass for Financial Evaluation	70

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

Assistant Director
PDMA Sindh Head
Office Karachi Tel No.
021-99332003-5

FINANCIAL PROPOSAL

**PROVISION OF SECURITY SERVICES FOR (PDMA)
SINDH, HEAD OFFICE, KARACHI / WAREHOUSES AT
SUKKUR, JAMSHORO AND KARACHI**

The monthly rate / total amount for provision of Thirty two (32) Security Guards for Karachi Station, Jamshoro Station and Sukkur Station, inclusive of all payable taxes are quoted below:

Amount (inPKR)

Thirty Two (32) Armed Security Guards for PDMA Sindh Head Offices & Warehouses Sukkur , Jamshoro and Karachi in Sindh.			
Description	Amount for 1st Year Of Contract	Amount for 2nd Year Of Contract	Amount for 3rd Year Of Contract
Rate Per Guard Per Month with taxes			
Amount For 32xGuardsPerMonth with taxes			
Total Amount of 32xGuards Each Year with taxes			
Grand Total of Three Years Contract with taxes			

Note: Escalation of rates should not exceed 10% for each year

Total amount in words:

1stYear of contract: *Rupees* _____

2ndYear of contract: *Rupees* _____

3rdYear of contract: *Rupees* _____

GRAND TOTAL (for 3 years):Rupees _____

Note:

- i) The bid amount should be inclusive of GST/all applicable Taxes.
- ii) All columns of the Financial Proposal shall be filled carefully and. in case of inapplicability of any amount, "N/A" may be mentioned in the column.
- iii) Attach pay order / bank guarantee of Rs.300,000/- issued by scheduled bank in favor of PDMA Sindh as Bid Security along with technical bid in original.
- iv) Minimum rates of wages notification copy must be attached herewith for proving their rates.
- v) The Security Company, if it is declared as successful bidder, will be required to deposit a "**Performance Guarantee**" equivalent to 5% of the amount of total value of contract for one year through a Pay Order / Bank Draft issued by any scheduled bank in favor of PDMA Sindh within two weeks of Award of Contract/Agreement.
- vi) The Bid Security of the successful contractor will be adjusted against the Performance Guarantee. If the bidder fails to deposit Performance Guarantee within two week of Awarding of the Contract/Agreement, the same shall stand cancelled and the bid security shall be forfeited.
- vii) Performance Guarantee shall be released after the expiry of the agreement subject to issuance of NOC by In-charge PDMA Sindh Head Office, Karachi.

DRAFT AGREEMENT OF SECURITY SERVICES

This Security Services Agreement (the “**Agreement**”) is made on this day of 2022;

By and between

Provincial Disaster Management Authority, Sindh an Autonomous Body established under NDMA Act 2010, (“PDMA Sindh”) having its Headquarter (HQ) at C-26, Main Khayaban e Jami, DHA Phase-7, Karachi which expression shall, where the context so permits, include its administrators or assigns) of the **OnePart**;

And

M/s (Pvt.) Ltd., a company incorporated under the Companies Ordinance 1984 and having its registered office (hereinafter called “Security Company” which Expression shall, where the context so allows include his /its successors - in -interest, executors, administrators, heirs and permitted assigns) of the **OtherPart**;

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

WHEREAS;

1. PDMA Sindh is desirous to acquire the Security Services (hereinafter referred to as “Services”) for its head office located at Karachi, Jamshoro and Sukkur.
2. The Security Company is being engaged in providing of such Services and has agreed to provide these Services to PDMA Sindh on the Terms & Conditions set for there under.
3. The Security Company represents that it has the fully trained security guards with relevant expertise and holds valid and subsisting licenses/permissions, authorizations / approvals which are / or may be required from the Government of Pakistan in accordance with the highest standards and satisfaction of PDMA Sindh. The Security Company undertakes that the Services shall be provided only through the experienced security guards.
4. Upon the basis of the representations and warranties of the Security Company contained herein, PDMA Sindh wishes to procure services of the Security Company to provide their Services in the Province of Sindh.

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

1. SCOPE

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

2. TERM

The Initial Term of the Agreement shall be three (03) years commencing from (Date / month / \angle \angle and ending on \angle \angle year)

(Both days inclusive). This Agreement may be renewed by mutual consent on such terms and for such period or otherwise as may be mutually agreed by the parties' subject to satisfactory performance of the other party in accordance with Sindh Public Procurement Rules, 2010 amended from time to time.

3. RESPONSIBILITIES

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

- a. The deployed guards shall be Energetic, smart, well mannered, literate and healthy (ex-serviceman / civilian) with complete uniform and fully conversant with the security principles and must not perform the double shift duty at PDMA Sindh or any another company/organization after the predefined duty hours. The deployment of Security Guards will be in consultation with the security in-charge of the PDMA Head office.
- b. The Security Guards provided by the security company should not be less than 25 years and not more than 45 years of age for civilian and up-to 50 years for ex-service man. Bulky/overweight/skinny/unhealthy/Smoker or any Drug and Alcoholic addict guards will not be accepted at any condition.
- c. Daily attendance is marked in the register at the point as well as Daily Attendance sheet for submission to security in-charge of PDMA Sindh Head Office for monthly audit. Representative from the security company should randomly (at least twice in a week) monitor the performance of guards as per the Terms & Conditions and also verify the same on attendance register and meeting with security in-charge of PDMA Sindh.

- d. Each guard on duty has received and understood written instructions for basic duties, including always looking neat and clean and must be dressed up in proper UNIFORM provided by Security Company and always display I.D card and should be active, energetic and fully equipped to discharge his duties.
- e. Each guard is to be issued at least three new uniforms along-with new shoes, and no guard will be allowed washing of their uniform inside the office premises.
- f. The Armed Guards who will be called "Standing Security Guards" are alert, patrolling and vigilant in duty hours. Any mishap will be the entire responsibility of the Security Company under any/all circumstances subject to the completion of all legal proceedings as required by law i.e. Joint Board of Inquiry etc.
- g. Each guard is medically examined by a registered medical practitioner and provided medical fitness certificate. Similarly, the security company shall also provide character certificates of each guard with verified antecedents by local police.
- h. Security Company's Manager/POC must introduce new or substitute security guard to the in-charge Security of PDMA Sindh Head Office before the deployment along with official deployment letter, Police Verification and copy of valid CNIC.
- i. The directions of the PDMA Sindh Head office from time to time shall be fully complied with.

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

- a. To provide at no additional cost to the PDMA Sindh Head Office, supervision of its employees as is necessary to adequately fulfill its obligations under the Agreement.
- b. To ensure that all its employees performing the services specified in the Agreement are physically and medically fit and have no communicable disease and are healthy in all respects to perform duties.
- c. To consider that it is an independent contractor and accordingly is fully responsible for any accident, mishap or injury to its employees or cause by its employee and agrees that neither the PDMA Sindh **nor** any employee of PDMA Sindh will be held liable for either of the above in any manner.
- d. To warrant that in the performance of its obligations under this Agreement it shall comply fully with all laws applicable in Islamic Republic of Pakistan.
- e. To ensure that, the employees of Security Company shall on no account indulge in UNIONISM, and further ensure and confirm that the Security cleared of all the employees who are deployed to provide services under this Agreement. In case any person deployed by the Security Company found guilty of any crime the Security Company shall be fully responsible replace the said guard accordingly with immediate effects.

- f. For recruitment, discipline and all other service matters of its employee. The Security Company will not in any case use as sub statute any official of **PDMA Sindh Head Office**, regarding their service matter, which is the sole responsibility of SecurityCompany.
- g. When circumstances warrant, that **PDMA Sindh Head Office**, may refuse to accept services from any security guard of Company whose work has been found unsatisfactory or not in accordance with the requirements of this Agreement. In addition, penalties/actions would be initiated in case of unsatisfactory performances and violations that are or equivalent to the ones highlighted below:
- (i) Amount of Rs.500/-per penalty for each guard will be deducted in case of minor violations like not wearing of uniform / late arrivals / negligence, attending guests or visit or seen rudely mannered, leaving office premises in duty hours, etc. "All fines and penalties" will be deducted by PDMA Sindh Head Office,from the monthly payments of the SecurityCompany.
 - (ii) Three consecutive violations of same nature on part of any security Guardwillrender him unsuitable for performing duties in PDMA Sindh Head Office.
 - (iii) The Security Company would be served with a warning notices with imposing of the penalties. Where in case of persistent violations, offensive behavior, not adhering the instructions, refusing to take responsibility and non-compliance against telephonic/email/in writing complaints, after two consecutive warnings on similar content, the additional penalties may be imposed to Security Company ranged from 5% to 20% of total monthly payment against each additional warning after first two warnings against similar contentornon-compliance against any reported issues. Also, PDMA Sindh may terminate this Agreement with immediate effect after three consecutive warningsagainstserious violations.
 - (iv) Actions like firing of weapons which are not intended for the purpose of defense and in violation of Security Company's license shall lead to termination of this Agreement on immediate basis besides involving other legal proceedings as required.
- h. The process of recruiting, interviewing and hiring employees/guards of Security Company including any actions with respect to alleged discrimination ofotheremployment practices are the sole responsibility of Security Company subjecttowhat has been agreed in thisagreement.

4. DEPLOYMENT OF GUARDS

- 4.1 Security Company will deploy seven (07) Security Guards at **PDMA Sindh Head Office Karachi** with two alternate shift.
- 4.2 In case PDMA Sindh requires additional guards, the Security Company shall provide the same according to the requirement on the terms as agreed in the Agreement upon 24 hours' notice.

5. PAYMENTS AND INVOICES

- 5.1 In consideration of rendition of the Services by the Security Company, PDMA Sindh Head Office shall pay the Security Company, charges as specified in **Annexure-A**.
- 5.2 All amounts paid to the Security Company as per Clause 5.1 shall be inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and is 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 PDMA Sindh to the Security Company shall be subject to such deductions and with holding as are required by prevailing law 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 with holding of taxes from the salaries of security guards of Security Company. PDMA Sindh will not pay any additional amount during contract period not specified herein and/or bidding documents except for requesting for additional security guards.
- 5.5 The Security Company shall submit its invoice in accordance with the rates/charges specified in **Annexure-A** hereto and PDMA Sindh agrees to make payment under each invoice during the first year of the Agreement by 10th of each month subject to the receipt of such Invoice by the Security Company.
- 5.6 Payment to the Security Company shall be linked with active taxpayer status. If the company is not in ATL, no payment shall be made until the Security Company appear on ATL of FBR/SRB, failing which this Agreement may be terminated.
- 5.7 PDMA Sindh shall not be responsible in any manner to pay either in cash or in kind to other than the amount of salary agreed upon in the Agreement for the total deployed guards agreed to be hired. Monthly wages of the guards will not be less than the minimum wages fixed by the Federal Government of Pakistan or Provincial Governments, as the case may be, from time to time. Any violation at any stage in this regard will render the Security Company ineligible to work with PDMA Sindh.
- 5.8 The Security Company shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers/guards who shall be

deputed for the Services at PDMA Sindh, or may be specified from time to time.

- 5.9 The Security Company shall be bound to have its guards insured against accidents resulting in injury or death in accordance with the Workmen's Compensation Act, 1923 or any other applicable law. The Security Company, in addition to Clause (9), undertakes to fully indemnify and hold harmless the PDMA Sindh 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.
- 5.10 Any additional time/hours of duty which may be treated by law as overtime, shall not be paid by PDMA Sindh, and it shall be sole duty of Security Company.

6. PERFORMANCE GUARANTEE

- 6.1 The Security Company shall deposit a "Performance Guarantee" equivalent to 5% of the amount of total value of contract, through a Pay Order/Bank draft issued from any scheduled bank in favor of PDMA Sindh within two week of Award of Contract /Agreement. The Bid Security of the Security Company will be adjusted against the Performance Guarantee. If the bidder fails to deposit Performance Guarantee within Two week of Awarding of the contract/agreement, the same shall stand cancelled and the bid security shall be forfeited.
- 6.2 Performance Guarantee shall be released after the expiry of the Agreement subject to issuance of NOC by In-charge PDMA Sindh Head Office, Karachi.

7. DUTIES

The Security Company shall be responsible for any and all duties performed by deployed Security Guards at PDMA Sindh Head office Karachi, However, the Guards / Staff deployed by the Security Company shall perform their duties, including but not limited to following;

- a. Prevention of entry in to office premises entrusted to the Security Company any person not authorized by PDMA Sindh or any person who lacks proper identification.
- b. Prevent pilferage of items / equipment / property belonging to PDMA Sindh from the premises of PDMA Sindh Head office which are under charge of Security Company as per written instruction issued by the authorized officer of PDMA Sindh.
- c. Inform concerned authorized officer of PDMA Sindh promptly and accurately in case of any occurrence detrimental to the security of PDMA Sindh premises or any item placed under charge of the Security Company.
- d. To take appropriate action in case of emergencies like:
 - (i) Raising of fire alarm and prompt communication to Fire Brigade and officer in-charge of the installation and arrange rescue activities.

- (ii) Forced Entry will be promptly reported to the local in –charge of security of PDMA Sindh, Police Station and Control Centre (if any) or in-charge monitoring the security services of the Security Company for appropriate actions.
 - (iii) Law and Order Situation will be promptly reported to the local police station, with the permission of in-charge of security at PDMA Sindh and in-charge monitoring the security services of the Security Company for appropriate action. All entry points shall be closed under such a situation.
 - (iv) To arrange immediate medical coverage of any person injured in the premises.
 - (v) To carry out daily checking of all security lights, entry points and locked premises for their effectiveness during off hours.
 - (vi) To properly brief the relieving guard about any situation concerning security.
- e. The guards will perform duties including security of PDMA Sindh personnel /employees, installation, its property and firefighting (in case of fire).
 - f. It shall be the duty of security guard /staff to take immediate remedial action at the time of any fire incident.
 - g. It shall be the responsibility of security guards to check up firefighting equipment installed in PDMA Sindh Office building/Warehouses/ premises and report to in-charge of Security if found irregularity.
 - h. During the effectiveness of this Agreement in case of damage occurred to the property or personnel due to the outbreak of fire or any other eventually caused by the negligence of security guards/staff, the contracting security company will be wholly responsible and liable for paying all the losses occurred to PDMA Sindh as a result of their negligence, which will be decided by a committee consisting of both parties.
 - i. The licensed arms provided to the guards must be examined by a qualified armorer.
 - j. Security guards will be granted two days off per month subject to availability of suitable substitute by the Security Company.
 - k. The Security Company will provide a hand-held metal detector at the location(s) given above.
 - l. The Security Company will provide essential health care safety kits e.g. First Aid Box.

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 PDMA Sindh 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.
- 8.2 The persons deployed by the Security Company who perform the services specified in this Agreement shall be the employees of the Security Company and shall not at any time

attempt to represent such employees or its offices as employees of the PDMA Sindh. It is understood by the parties that neither the PDMA Sindh nor any officers of the PDMA Sindh 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 PDMA Sindh and employees of Security Company. The Security Company will be employer of all such persons who perform the services specified in this Agreement. The Security Company shall pay wages to such person and shall control and supervise the work done by them, shall instruct them as to the manner in which the work has to be done by them as may be warranted. The PDMA Sindh shall not interfere with the rights of the Security Company to hire its employee or in the selection or non-selection of any person as its employees subject to the terms contained in this Agreement.

- 8.3 If in the opinion of the PDMA Sindh the presence of any employee/guard/staff of the Security Company of any of his acts of omission or commission are prejudicial to the interests of the PDMA Sindh or any of its officer, PDMA Sindh shall inform the Security Company about such employee where upon it will take immediate action against such employee by replacing him to the entire satisfaction of PDMA Sindh.

9. INDEMNITY

- 9.1 The Security Company shall at all times during the specified period of this Agreement and thereafter indemnify the PDMA Sindh and its officials against all losses and claims for injuries or damage to any person or property arising thereof or in consequence of this Agreement or any of its duties to be performed there under, or any act or omission of any of its employees, and against all claims, demands, proceeding, cost, charges and expense whatsoever in respect thereof or in relation thereto and all litigations, court processes and court cases and all proceedings there under filed or instituted by the personnel employed by the Security Company or any of them collectively or individually or by any other party subject to completion of legal proceedings as required by law.
- 9.2 The Security Company shall obtain from all of its employees who are rendering the services specified in this Agreement, a declaration that they are and shall remain the employees of the Security Company and shall have no obligation of contract with or claim whatsoever against the PDMA Sindh or against any of its officials.

10. CONFIDENTIALITY

- 10.1 The Security Company shall ensure that all of its employees performing services specified in this Agreement shall not at any time during the performance of this Agreement or there after disclose to any person any information as to the affairs of the PDMA Sindh 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 PDMA Sindh there has been any such disclosure the person concerned shall immediately be dismissed from the service by the Security Company upon notice from PDMA Sindh.
- 10.2 The Security Company hereby undertakes to ensure that neither it nor any of its employees, personnel, agents or any other person acting for it and/or on its / his behalf shall at any time whether during the continuance in force of this Agreement or at any time after the termination thereof, divulge or disclose any information or documents whatsoever to any third party or person without the prior written consent of PDMA Sindh.

11. ASSIGNMENTS

- 11.1 This Agreement may not be assigned by the Security Company and the Security Company shall act and shall ensure that its personnel also act in accordance with any instructions that may be given to them by PDMA Sindh from time to time, in verbal form and/or in written form.
- 11.2 The Security Company shall not assign or sub-contract any of its duties or rights under this Agreement, including but not limited to any benefit or interest herein or thereunder, any such assignment or sub-contracting by Security Company shall entitle the PDMA Sindh to terminate this Agreement forth with.
- 11.3 If the Security Company shall make any arrangement with or assignment in favor of its creditors, or amalgamates with any other concern or is taken over, PDMA Sindh shall be entitled to terminate this agreement forthwith upon notice.

12. DISPUTES

All questions, disputes, controversies arising directly or consequent to this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement except matters, which are the sole discretion of PDMA Sindh 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 PDMA Sindh through Director General PDMA Sindh Head Office Karachi. 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 there under.

13. ENTIRE AGREEMENT

This Agreement embodies the entire understanding of the parties hereto on this subject and there are no commitments, terms, conditions or obligation, oral or written, express or implied other than those contained therein. Any variation in this Agreement shall be made in writing with the mutual consent of the parties.

14. FORCE MAJEURE

- 14.1 Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event. For the purpose of this Agreement a "Force Majeure Event" shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.
- 14.2 The Party initially affected by a Force Majeure shall promptly but not later than twenty four (24) hours following the Force Majeure event notify the other of the estimate of extent and duration of its inability to perform or delay in performing its duties ("Force Majeure Notification"). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists. Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

15. TERMINATION

- 15.1 Notwithstanding anything herein contained, PDMA Sindh shall be exclusively entitled to terminate this Agreement
- a. without advance notice, in case the Security Company is in breach of any of the terms of this Agreement which is not rectified by Security Company within thirty (30) days after receiving written notice from PDMA Sindh, or in case

PDMA Sindh is not satisfied with the Services being provided by the Security guards,

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

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

15.3 PDMA Sindh, 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 agreement of both the parties.

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

17. GOVERNING LAW

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

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

Signed on behalf of Security Company

M/s (Pvt.)Ltd.

(Assistant Director-Admn)

For PDMA Sindh, Karachi

Witness1:

CNIC No.

Witness1:

CNIC No.

Witness2:

CNIC No.

Witness2:

CNIC No.

Payment/Charges

(Thirty Two (32) Armed Security Guards for PDMA Sindh Head Offices & Warehouses Sukkur , Jamshoro and Karachi in Sindh.			
Description	Amountfor 1stYear Of Contract	Amountfor 2ndYearOf Contract	Amountfor3rdYearOf Contract
Rate Per Guard Per Month with tax			
Amount For 32x Guards Per Month with tax			