

# Tender Notice

1. Pakistan Industrial Development Corporation (Pvt) Limited ("PIDC") intends to procure services of Security Guards with Allied Services located at **Korangi Creek Industrial Park ("KCIP"), Bin Qasim Industrial Park ("BQIP") & Rachna Industrial Park ("RIP")**. For that purpose, authorized and registered Security firms which have a good reputation and hold office in the major cities of Pakistan along with relevant expertise are invited to submit sealed Technical and Financial Proposals on a **Single Stage Two Envelope PPRA procedure**. PIDC will use a **"most advantageous bid"** method in selecting a service provider.

The scope of services includes, but is not limited to:

- (a) Guards and Supervisors for Day & Night shift along with allied services.

S. No	Zone	Security Supervisor			Armed Guard (Ex-Serviceman)			Walkie Talkies	Mobile/Vehicle (Hilux/pickup)	M/Cycle (70cc or >)
		Day	Night	Total	Day	Night	Total	Total (With Chargers)	24HRS	24HRS
1	KCIP	1	1	2	12	14	26	10	1 Pickup	2
2	BQIP	1	1	2	20	25	45	26	1 Hilux	2
3	RIP		1	1	6	6	12	6	1 Hilux	1
Total		2	3	5	38	45	83	42	3	5

2. Request for Proposal (RFP) documents can be obtained from the address stated below. The advertisement and RFP documents are also available on PIDC and Public Procurement Regulatory Authority ("PPRA") websites.
3. Bid Security (refundable) of an amount not less than Rs.100,000 (One hundred thousand) should be accompanied with the bid. Bid security should be in shape of Pay Order, Demand Draft from a Scheduled Bank in favor of **Pakistan Industrial Development Corporation (Pvt) Limited**. Bid validity period should be 90 days (extendable as per PPRA rules).
4. In order to clarify bidders' queries, pre-bid meeting will be conducted on **02<sup>nd</sup> March 2022** at **11:00 AM** at below mentioned address.
5. The interested firms are requested to submit their Technical and Financial Proposals by **10<sup>th</sup> March, 2022** till **11:00 AM**. The Technical Proposals will be opened on the same day at **11:30 AM**. Financial bids of technically qualified firms will be opened for which date & time will be communicated to the bidders. Delayed/ conditional/ telegraphic Proposals will not be entertained.

## AM Administration

**Pakistan Industrial Development Corporation (Pvt) Limited**  
2nd Floor, PIDC House, Dr. Ziauddin Ahmed Road, Civil Lines, Karachi.  
Ph: +92 21 38266666-69; Web: [www.pidc.com.pk](http://www.pidc.com.pk)

**PAKISTAN INDUSTRIAL DEVELOPMENT  
CORPORATION (Pvt.) Limited**

**(Ministry of Industries & Production)**

**TENDER DOCUMENTS FOR  
SECURITY SERVICES AT  
PROJECT OFFICES**

February 2022

## **LETTER OF INVITATION**

Pakistan Industrial Development Corporation (PIDC) is working under the administrative control of the Ministry of Industries & Production, Government of Pakistan. Pakistan Industrial Development Corporation (Pvt) Limited ("PIDC") intends to procure services of Security Guards with Allied Services located at **Korangi Creek Industrial Park ("KCIP")**, **Bin Qasim Industrial Park ("BQIP")** & **Rachna Industrial Park ("RIP")**. For that purpose, authorized and registered Security firms which have a good reputation and hold office in the major cities of Pakistan along with relevant expertise are invited.

The service contract will be for 3 years (extendable). The financial proposal will be based on monthly remuneration.

This Request for Proposals (RFP) consists of the following Parts:

- Part A – Instructions to Bidders
- Part B – Terms of Reference / Scope of Work
- Part C – Selection Criteria
- Part D – Submission Forms
- Part E – Draft Contract Agreement

### **Location**

1. Korangi Creek Industrial Park (KCIP), (Sector 38, Korangi Industrial Area, Karachi)
2. Bin Qasim Industrial Park (BQIP); (Bin Qasim Town, PSM Area, Karachi)
3. Rachna Industrial Park RIP), (Sheikhupura Road, Lahore)

## Instructions to Bidders

Pakistan Industrial Development Corporation (Pvt) Limited (“PIDC”) intends to procure the services of a well reputed Security Company for provision of security Services along with allied services located at Bin Qasim Industrial Park (“BQIP”), Korangi Creek Industrial Park (“KCIP”) and Rachna Industrial Park for a period of three (03) years.

Requirements of single stage — two envelop procedure are enumerated below: -

1. Technical Proposal submitted must contain (i) company profile, (ii) valid documents as per given criteria, (iii) detail of offices operating in Pakistan including the addresses & telephone numbers of said offices, (iv) total no. of employees, (v) Detail of weapons, security accessories available in the inventory of the Company (vi) number of years in the business, (vii) list of present /past clients, (viii) proof of company as legal entity and; (ix) Affidavit indicating that the company has never been black listed by any government/semi-government or other organizations etc.
2. Price quoted shall remain valid for a period of 90 days from the closing date of bid submitted. However, bidders are encouraged to extend the validity of their bid (if required). The rates quoted should be in Pak rupee (PKR) and inclusive of all applicable government taxes.
3. The Bid submitted must be accompanied by bid security (refundable) of an amount not less than Rs.100,000 (One hundred thousand in shape of Pay Order, Demand Draft from a Scheduled Bank in favor of **Pakistan Industrial Development Corporation (Pvt) Limited**. Bids submitted without Bid security will not be considered and rejected straight away. Bid security must be accompanied with Financial Bid.
4. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
5. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
6. If two or more bidders quoted equal rate in bid, then the contract will be awarded to the bidder with more experience in providing security services to government, semi government and other departments.
7. Bids must be submitted in accordance with PPRA Rules on the basis of single stage two envelope.
8. The Technical bids of all bidders will be opened publicly at a time, date and venue specified in tender/advertisement. For financial bid opening, only technically qualified bidders will be intimated in writing in due course of time.
9. During the technical evaluation no amendments in the technical proposal shall be permitted;
10. personnel of the Security Company must be energetic, trained, **physically fit or Category “A” Ex-Serviceman** (excluding Police) with complete uniform, weapon and necessary documents i.e., Employment Card, Weapon license etc. Guards should be fully conversant with handling of weapons, rules of engagement and security procedures. For Security Supervisor Ex-Serviceman should be JCO /Senior NCOs / their equivalents. Unfit guards, without police verification and individuals from Tribal Belt will not be accepted.
11. The Security Company shall provide character certificates of each guard with verified antecedents.

12. In order to clarify bidders' queries, pre-bid meeting will be conducted on **02<sup>nd</sup> March 2022** at **11:00 AM** at PIDC House (2<sup>nd</sup> Floor, Dr. Ziauddin Ahmed Road, Karachi)

13. The bids will be opened by the committee in the presence of bidders or their representatives by **10<sup>th</sup> March, 2022** in the Board Room, PIDC, Head Office, Karachi, on the same day.

### **Scope of work**

The scope of services includes, but is not limited to:

- (a) The Security Company should provide well-trained guards/supervisors and ensure their frequent and continuous training throughout the contract period
- (b) It will be the responsibility of the Security Company to be compliant with all applicable laws of the country in vogue
- (c) It will be the responsibility of the Security Company to ensure replacement guards/supervisors without any extra charges where existing guards/supervisors are absent or on leave
- (d) Guards and Supervisors for Day & Night shift along with allied services.
- (e) Security Company will ensure security of all assigned sites and Projects 24/7/365 without any interruption.

S. No	Zone	Security Supervisor			Armed Guard (Ex-Serviceman)			Walkie Talkies	Mobile/Vehicle (Hilux/pickup)	M/Cycle (70cc or >)
		Day	Night	Total	Day	Night	Total	Total (With Chargers)	24HRS	24HRS
1	KCIP	1	1	2	12	14	26	10	1 Pickup	2
2	BQIP	1	1	2	20	25	45	26	1 Hilux	2
3	RIP		1	1	6	6	12	6	1 Hilux	1
	Total	2	3	5	38	45	83	42	3	5

### **TERMS OF REFERENCE**

1. The successful bidder will be required to deposit a "performance guarantee" equivalent to two (2) months remuneration of the first year, through a bank guarantee issued by a scheduled commercial bank operating in Pakistan or from insurance company having at least AA rating from PACRA/ JCR acceptable to PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PVT) LIMITED within one week of being awarded the contract, the same will lead to contract agreement. If the bidder fails to deposit performance/ bank guarantee within one week of the receipt of the letter awarding the job, the same shall be treated as cancelled and the earnest money shall be forfeited. In such case, second lowest bidder will be contracted.
2. The bid security of the successful contractor will be returned upon submission of performance guarantee.
3. The performance guarantee will remain effective till the effectiveness of this contract.

4. The extension in contract (as per applicable rules if required) will be at the sole discretion of PIDC subject to the satisfactory performance of the Security Company and in accordance with applicable laws and rules.
5. PIDC shall not pay any advance payment against hiring the Security Company. The Security Company will be bound to arrange the security guards within 10 days after issuance of work order or within any extended period if allowed by PIDC.
6. Provision of benefits such as group insurance, registration with EOBI and Social Security etc. Will be the sole responsibility of Security Company. PIDC shall not be deemed to be the employer of the personnel deployed by the Security Company under any circumstances, and the Security Company shall indemnify PIDC if it is caused to make payment of any claims or expenses in respect thereof.
7. In case of an emergency the Security Company must have adequate available resources and bound to provide back up on demand at desired location(s).
8. Background/ personal verifications of the security guards/supervisors etc. who are assigned to provide security services under the agreement with PIDC through relevant Security Agencies/ Departments must be provided to PIDC. It is the sole responsibility of the Security Company to make these available.
9. The Security Company shall deploy only such Ex-Serviceman (excluding Police) as guards and security supervisors who are Physically & medically fit (Category A), have adequate training of security services, weapon handling, rules of engagement and such trainings are refreshed at periodic intervals. The guards should fall between the age bracket of 20-45 years, and the security supervisor must be JCO /Senior NCOs / their equivalents and below the age of 55 years.
10. Any other scientific solution for enhancing security measures proposed within the quoted bid price by the bidder shall be beneficial to its technical proposal.
11. That Project Team or any other authorized officer shall make periodic checks on guards deployed at various locations to ensure quality service at all times and the Security Company shall have no objection thereto.
12. The Security Company will be fully responsible in case of misconduct caused by the security personnel.
13. During the contract, the Security Company shall provide Security Services as per terms and conditions of the tender document/ agreement.
14. An agreement will be made on judicial paper (per schedule of stamp paper) between PIDC and the Security Company.
15. The successful bidder will qualify on the basis of "most advantageous bid" inclusive of Technical and Financial proposals.
16. When circumstances warrant, PIDC shall intimate to the Security Company when any work of the employees of the Security Company has been found unsatisfactory or not in accordance with the requirements of this agreement. In addition, penalties (fines) / actions may be initiated against the Security Company in case of unsatisfactory performances.
17. Violation, such as offensive behavior that includes, but is not limited to scuffling etc. may lead to a penalty of up to 5% of the monthly bill. All fines and penalties will be deducted by PIDC from the monthly payments of the Security Company.

18. PIDC reserves the right to terminate the contract, provided that a one-month notice has been given to the Security Company.
19. The Security Company will be fully responsible to provide satisfactory security services at PIDC/Projects.
20. Daily attendance will be marked in the register, and the daily attendance sheet shall be verified by Supervisor and Project officials. In case of absent of any security staff PIDC reserves the right to deduct amount of leave from the monthly payments of the Security Company.
21. The Security Company will ensure that each guard on duty has received and understood written instructions for basic duties and is fully equipped to discharge those duties.
22. The Armed Guards will be called "Standing Security Guards" and will remain alert, patrolling and vigilant throughout their duty hours, and any mishap will be the responsibility of the Security Company under all circumstances.
23. The total contract period is for three (03) years extendable as per applicable rules on satisfactory performance.
24. It will be the responsibility of the Security Company to introduce a guard to the in-charge Officer of PIDC/BQIP/KCIP/RIP before the deployment of him as a substitute.
25. The Security Company should have a valid wireless license and will provide walkie talkie sets for smooth Management of security operations.

### **Mandatory Requirements**

Bidder must furnish following information:

1. Security Company/ Organization should be registered with all provincial home Departments/ Ministry of Interior.
2. The Security Company shall be registered with the Security Exchange Commission Pakistan ("SECP").
3. The Company shall hold a valid license to operate in all the Provinces of Pakistan.
4. Bidder should be an active tax payer, and must evidence the same by providing a copy of their valid Sales Tax & NTN certificates.
5. Registration with All Pakistan Security Agencies Association ("APSAA").
6. Affidavit that the Security Company has not been blacklisted by any Government /Semi Government or other Organizations.
7. Proof of financial soundness from a scheduled bank accompanied with bank statement (stamped and signed by bank) for the last six months.
8. Certified True Copy of Audited Financial Statements for last 02 years is required.
9. Performance certificates by the major clients where the Security Company has been providing security services in last Five years.
10. Registration with EOBI and Social Security.

## **BID EVALUATION CRITERIA**

To qualify, applicant must score an aggregate 70 marks out of 100

1. Experience of the Company (minimum 5 years)  
(5 Marks — plus 1 Mark for each additional year - Max 10 Marks)

- (a) Certificate of incorporation  
(b) Completion / On-going performance certificates

2. Detail and client completion /performance certificates of Security services provided to Government / Semi Government establishments for Industrial zones / Residential colonies or Government Department projects for more than 70 armed guards/supervisors with Security apparatus.

**(2 Marks for each — Max 10 Marks)**

S. No	Name of Client/Company	Project Site/Office Name and Location	No. of Guards deployed	Contract Start Date	Contract End Date	Client Contact Details

3. Details and client completion /performance certificates of security services provided to Private/ Corporate or Multinational organizations/entities for Industrial zones / Factories / for more than 70 armed guards/supervisors with Security apparatus.

**(2 Marks for each — Max 10 Marks)**

S. No	Name of Client/Company	Project Site/Office Name and Location	No. of Guards deployed	Contract Start Date	Contract End Date	Client Contact Details

4. Details of weapons and other equipment that can be deployed on employer's demand. Copies of Valid License and permission proofs required.

**(3 Marks for each — Minimum 3 weapons - Max 15 Marks)**

S. No	Nomenclature	Number of Weapons available

5. Induction criteria / procedure for recruitment/ Monitoring Mechanism.  
(Will be evaluated by PIDC - Max 15 Marks)

- a. Eligibility criteria for induction (Max 5 Marks)

- Bidders are required to provide complete eligibility criteria for both Security Supervisors and Armed Guards.



b. Recruitment procedure (Max 5 Marks)

- SOP to be provided for end-to-end recruitment process.

c. Monitoring Mechanism (Max 5 Marks)

- SOP for monitoring and management of deputed guards and supervisors to be provided.

6. Wireless Communication system (Name of equipment and attach brochure/details)

**(2.5 Marks for each — Max 10 Marks)**

- Operational Base stations established in Karachi & Lahore for wireless comm.
- Valid PTA operating licenses
- Coverage area (attach map of Karachi with highlighting of coverage area)
- Alternative Communication Option as backup: \_\_\_\_\_

7. PRIVILEGES / FACILITIES ENTITLED FOR GUARDS

**(2.5 Marks for each — Minimum 3 facilities - Max 15 Marks)**

- Accommodation and messing
- EOBI/SESSI
- Medical Insurance in case of accident with limit of Rs. \_\_\_\_\_
- No off days /leave with pay in month \_\_\_\_\_
- Pick and drop facility for guards to and from deployment sites
- Salary to the guards or to be disbursed on or before 5th of each month without waiting of invoice from client.

8. TENURE OF SHIFT (can be offered to PIDC)

**(Will be evaluated by PIDC - Max 5 Marks)**

- 08 Hours duty
- 12 Hours duty
- Rotation after 01 week
- Rotation after 02 week
- No Rotation

9. FINANCIAL POSITION

**(5 Marks for each - Max 10 Marks)**

- Copy of Audit accounts /reports for last three years.
- Copy of contribution deposited against EOBI, ESSSI and insurance during last financial year.

## FINANCIAL PROPSAL

### Hiring of Security Services for Bin Qasim Industrial Park, Korangi Creek Industrial Park & Rachna Industrial Park.

The monthly rate and total annual amount for provision of Security Guards, on 24 hours basis i.e., Deployed 24 hours at Bin Qasim Industrial Park, Korangi Creek Industrial Park & Rachna Industrial Park inclusive of all payable taxes quoted below;

S. No	Particulars	Monthly Service Charges (Rs.)	Annual Service Charges (Rs.)	Remarks
01	Armed Guard (Ex- Serviceman) excluding Police			
02	Security Supervisor (JCO /Senior NCOs / their equivalents)			
03	Mobile Vehicle (Brand New Suzuki Pickup)			
04	Mobile Vehicle (Brand New Toyota Hilux)			
05	Motor Cycle (Brand New Motor Cycle not below 70cc)			
06	Walkie Talkies			
	<b>Total</b>	Rs.	Rs.	

Note: Bid Security (refundable) of an amount not less than Rs.100,000 (One hundred thousand) should be accompanied with the bid. Financial Proposal must contain a certificate regarding attachment of earnest money along with financial bid, failing of which may result in disqualification.

**AFFIDAVIT (Stamp paper of Rs.100/-)**

We do hereby confirm to have read carefully the requirements and instructions of this bidding document along with the complete set of terms and conditions of security service and also do hereby confirm as follows:

1. That, M/s \_\_\_\_\_ shall abide by all the (i) instructions/conditions of the bidding documents; (ii) the other conditions and PIDC rules and regulations; (iii) all other special instructions given from time to time; and (iv) enforced PPRA Rules.
2. That, M/s \_\_\_\_\_ is not blacklisted by any Govt. Department/Authority in Pakistan.
3. That the information given in the application form and bidding documents is correct. In case any of this information is proved incorrect, PIDC reserves, the right to reject the bid other than forfeiting the Bid Security and may also initiate suitable legal action which may include blacklisting of the Bidder.

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

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Experience of Firm**

Relevant services carried out/ on-going in the Last 10 years which best illustrate qualification.

**[NAME OF THE FIRM/CONSULTANT]**

1. Name of Assignment :
2. Country :
3. Name of Client :
4. Address :
5. Start Date : Month / Year
6. Completion Date : Month / Year
7. Type of Staff Provided :
8. Average No. of Staff per Month :
9. Approx.: Value of Services :
10. Description of Services :  
    Provided by the Firm

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

Name

We, the undersigned, offer to provide the security services for in accordance with your request for Proposal dated \_\_\_\_\_, and our Proposal (Technical and Financial Proposals). Our attached financial proposal is for the sum [Amount in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., 90 days (extendable).

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**(DRAFT)**

**AGREEMENT OF SECURITY SERVICES**

This agreement (the “Agreement”) is executed on this day \_\_\_\_\_

**BETWEEN**

M/s \_\_\_\_\_ **Security Services (Pvt) Ltd**, a private sector security services company incorporated under the laws of Pakistan and having its registered office at \_\_\_\_\_ through its authorized representative, Chief Executive Officer (hereinafter called the “Security Company”) (which expression shall mean and include, its successors-in interest and assigns), of the one part.

**AND**

**PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PVT) LIMITED (PIDC)**, having its registered office at PIDC House, 2<sup>nd</sup> Floor, Dr. Ziauddin Ahmed Road, Civil Lines, Karachi through its authorized representative **Mr.** \_\_\_\_\_ ( \_\_\_\_\_), bearing CNIC No. \_\_\_\_\_ (hereinafter called the “Customer”) (which expression shall mean and include, its successors-in interest and assigns) of the other part.

The Security Company and the Customer are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”.

**WHEREAS**, the Security Company is in the private security services business, and is providing inter alia, private security guards/personnel and supplying and installing security systems.

**WHEREAS**, the Customer requires the Security Company to provide the services (defined herein below) and the Security Company is desirous of providing security services at a high standard for the persons and moveable/immoveable property of the Customer at **Bin Qasim Industrial Park (“BQIP”), Rachna Industrial Park (RIP) & Korangi Creek Industrial Park (KCIP)** (the Premises’), as set out in this Agreement.

**AND WHEREAS**, the Parties are executing this Agreement to establish the terms and conditions that will govern their relationship with respect to the Services offered by the Security Company to the Customer;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, and subject to the following provisions, the Customer and the Security Company hereby agree to the following:

**1. TERMS OF AGREEMENT**

- a. **Period.** This agreement shall come into force on the date of its execution i.e., \_\_\_\_\_ and shall expire after three years i.e., \_\_\_\_\_ (both days inclusive) (the “Term”).
- b. **Execution.** The Security Company will be bound to execute the directives and instructions of the Customer.

**2. GUARD SERVICES**

- a. The Security Company will be fully responsible to provide satisfactory services at the Premises. The Security Company agrees to meet the following requirements:
- (i) The Guards provided will be energetic, experienced, capable of understanding English and Urdu and healthy (ex-serviceman). They should be deployed at the Premises’. Guards provided by the Security Company should not be below the age of 20 years and not more than 45 years of age. The Guards should be in full uniform, which shall be provided by the Security Company. The Customer will not accept physically or mentally unfit people to perform the security duties.
  - (ii) Daily attendance will be marked in the register at the point as well as daily attendance sheet duly signed for submission to security in-charge at the Premises’ ‘for calculation and compilation on monthly basis.
  - (iii) Representative from the Security Company will randomly (at least four times a month) monitor the performance of the Guards as per terms and conditions of the Agreement and verify the same on attendance register.
  - (iv) The Security Company will provide and ensure that each Guard on duty has received and understood written instructions for basic duties, is dressed in proper uniform of the Security Company and is fully equipped to discharge his duties. Each Guard is to be issued with two new uniforms before they start providing their services at the Premises.
  - (v) The armed Guards will be called “Standing Security Guards” and will vigilantly patrol the area of and around the Premises’ throughout their duty hours which will be for twenty-four (24) hours, Seven (7) days a week. In case of any mishap,

loss, theft or criminal action on the Premises, the Security Company will be held responsible, under all circumstances and subject to the completion of all legal proceedings as may be required.

- (vi) The Security Company will be responsible to get each Guard medically examined. The Security Company must provide the medical certificate to the Customer at the execution of the Agreement. A routine medical examination must be carried out annually and the Customer must be provided with a copy of the certificate. Similarly, the Security Company shall provide character certificates of each guard with verified antecedents.
- (vii) The Security Company will be responsible for introducing a Guard to the in-charges Security officer at the Premises' before deployment of the same as a substitute.

### **3. DEPLOYMENT OF GUARDS**

- a. Ex-service Guards will be deployed.
- b. Guards will be deployed on the premises for twenty-four (24) hours, seven (7) days a week.
- c. The premises will be patrolled by motor bikes and vehicles provided by the Security Company, for twenty-four (24) hours, seven (7) days a week.
- d. The average shift of a Guard will not exceed twelfth (12) hours a day, seven (7) days a week.
- e. The Security Company agrees to provide Guards, as per clause-4(f) of the Agreement.
- f. In case the Customer requires additional strength of Guards, the Security Company shall provide the same. The Security Company must comply with this request on being given a twenty-four (24) hour notice.

### **4. PAYMENT OF SERVICES CHARGES**

- a. The Customer will pay services charges on monthly basis by the tenth (10) day of each month on submission of invoice. The invoice must be submitted by the second (2) day of each month, along with a full description of the attendance of Guards along with the name of the Guards that provided services for that month.
- b. The additional services charges will be paid as per agreed terms of letter of award.



- c. The Customer shall not be responsible in any manner to pay any further amounts except that stated in clause 4(a) & (b), unless previous agreed between the Parties in writing.
- d. The Security Company will arrange utilities, food, accommodation, fuel and any other such facilities to their Guards on their own expenses / cost. No payment of any other costs or charges will be made by the Customer to the Guards or the Security Company in any manner.
- e. The Security Company shall be exclusively responsible for all applicable taxes, charges and duties required to be paid under law.
- f. **Service Charges:** The following service charges have been agreed by both the Parties which may be revised on annual basis with mutual consent: -

Ser	Details	Quantity	Rate per Month / Unit (Rs)	Amount (per month) (Rs)
(1)	Ex-Service Armed Guard (fully equipped)			
(2)	Service Supervisor			
(3)	Mobile Vehicle (Brand New Suzuki Pickup) (inclusive fuel & maintenance)			
(4)	Mobile Vehicle (Brand New Toyota Hilux) (inclusive fuel & maintenance)			
(5)	Motorcycle (Brand New Motorcycle not below 70 cc) (inclusive fuel & maintenance)			
(6)	Walkie Talkies			
(7)	Additional Services (Manpower + Vehicle)	As Required	As per above rate / pm	As per Above Rate/pm
	Total		Rs. _____/-	Rs. _____/-

## **5. PERFORMANCE GUARANTEE**

The Security Company will be required to deposit a "performance guarantee" equivalent to two (2) months remuneration of the first year, through a bank guarantee issued by a scheduled commercial bank operating in Pakistan or from insurance company having at least AA rating from PACRA/ JCR acceptable to PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PVT) LIMITED within one week of being awarded the contract. The same will remain effective till the effectiveness of this contract agreement.

## **6. GUARD DUTIES**

The Security Company shall ensure that the Guards perform the following functions and other services to maximize security and safety of the Premises':

- a. Prevention of entry into office premises of (i) any person not authorized by the Customer or (ii) any person who lacks proper identification i.e., a copy of their CNIC or passport.
- b. Prevent pilferage of items/equipment/property belonging to the Customer from the Premises placed under the surveillance of the Security Company as per written instruction issued by the authorized Officer of the Customer.
- c. Inform concerned authorized officer of the Customer promptly and accurately if there has been any breach of security of at the Premises, specifically those areas placed under the surveillance of the Security Company.
- d. To take appropriate action in case of emergencies which includes, but is not limited to the following:
  - (i) Raising of fire alarm and prompt communication to fire brigade and officer in-charge of the installation and arrange rescue activities.
  - (ii) Forced Entry will be promptly reported to the local police station, in charge installation and the control office of the Security Company for appropriate action.
  - (iii) Law and order situation will be promptly reported to the local police station, in charge installation, the authorized representatives of the Customer and the control office of the Security Company for appropriate action. All entry points shall be sealed 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 areas on the Premises to ensure they work effectively during off hours and that there has been no breach of security.
  - (vi) To properly brief the relieving Guard about any situation concerning security.
- e. The Guards will perform duties, including security of the Customer's personnel, installation, security of the Premises which includes dealing with the risk of fire.
- f. It shall be the duty of the Guard to take immediate remedial action at the time of any fire incident or any other threat.
- g. It shall be the responsibility of the Guards to check up firefighting equipment installed in the Premises on regular intervals and report if any irregularity is discovered.
- h. During the Term, in case there is damage to any property or personnel on the Premises', due to the outbreak of fire or any other reason caused by the negligence, acts and/or omissions of the Guards, the Security Company will be wholly responsible and liable for paying all the losses incurred by the Customer. An independent committee consisting of representatives from both Parties will decide whether the damage was caused by the negligence, acts and/or omissions of the Guard(s)/ Security Company and also determine loss. This inquiry shall be held within thirty (30) days of the incident which caused the damage/ loss and will be conducted at the Customer's office, the committee will consist of two representatives of the Customer and one of the Security Company, and all decisions will be taken by single majority.
- i. The arms provided to the Guards must be examined by a qualified armorer. A report of examination results must be provided to the Customer along with a copy of the armorer's license.
- j. The Guards must be trained to handle and use arms and ammunition, have adequate experience with using it, and a permit to use it.
- k. The Customer may request additional services by providing a twenty-four (24) hour written notice to the Security Company. The Guards will be required to provide these reasonable additional services.

## **7. RELATIONSHIP OF THE PARTIES**

- a. Nothing contained in this Agreement shall be construed to establish neither a partnership nor any other co-operative relationship among the Parties. This Agreement does not create the relationship of employer and employee between either of the Parties and any of their respective employees, Guards or representatives. It is the express intent of the Parties hereto that they may be independent contractors for any and all purposes and situations.
- b. The Guards employed by the Security Company who perform the services specified in this Agreement shall be the employees of the Security Company. The Security Company shall not at any time attempt to represent the Guards as employees of the Customer.
- c. Since the Security Company is the employer of the Guards, it has sole responsibility to pay wages, dues, salaries, benefits to the Guards. Furthermore, they shall, control and supervise the work done by them and instruct them as to the manner in which the work has to be done by them.
- d. The Customer shall not interfere with the right of the Security Company to hire its employee or in the selection or non-selection of any person as its employees subject to the terms contained in clause – 10 (f) of this Agreement.
- e. If, in the opinion of the Customer the presence of any employee or Guard of the Security Company due to his acts or omission or commission are prejudicial to the interests of the Customer or to that of any of its officer, the Customer shall inform the Security Company about such Guard in writing and may request for the Guard to be removed from the Premises. The Security Company shall take immediate action against such Guard by replacing him to the entire satisfaction of the Customer.

## **8. INDEMNITY**

The Security Company shall at all times during the Term indemnify the Customer, its directors, officers and employees against all losses, liabilities, suit actions, demands, damages, expenses and claims (including, without limitation, reasonable attorneys, accountants and experts fee) that the Customer may suffer arising out of the Security Company's, its employees', Guards, representatives and contractors acts or omissions,

## **9. CONFIDENTIALITY**

The Security Company shall ensure that all of the Guards performing services specified in this Agreement shall not at any time during the performance of this Agreement or thereafter disclose to any person, corporation or any third party any information as to the affairs of the Customer 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. It is understood that the Guards will not disclose information about the Premises which includes its entrance points, exits and its interior to any third party. If in the opinion of the Customer there has been any such disclosure, they shall inform the Security Company in writing and the Security Company shall take remedial action accordingly, to the satisfaction of the Customer.

#### **10. RESPONSIBILITIES OF THE SECURITY COMPANY**

- a. The Security Company is responsible for ensuring that the Guards performing the services specified in the Agreement are physically and mentally fit, have no communicable disease and are healthy in all respects to perform their duties adequately. They will also ensure that all the Guards are trained at the highest standard.
- b. The Security Company warrants and represents that it is an independent contractor and accordingly is fully responsible for any accident or injury to its employees i.e. the Guards or caused by the Guards and agrees that neither the Customer nor any of its officers or employees will be held liable for either of the above in any manner.
- c. The Security Company warrants that in the performance of its obligations under this Agreement it shall comply fully with the laws applicable to the establishment of the Customer. Furthermore, the Security Company warrants that the Guards will comply with all of the Customers rules and regulations on the Premises.
- d. The Security Company is responsible for recruitment, discipline and all other service matters of the Guards. The Guards of the Security Company will not in any case communicate with the officials of the Premises or the Customer regarding their employment matters, as that is the sole responsibility of Security Company.
- e. The Customer shall not be responsible for any payment or benefits under labour law, contract or common practice regarding overtime, or any other perks, privileges or rights that the Guards of the Security Company may be entitled to receive. All such obligations are the sole responsibility of the Security Company.
- f. The Customer will intimate to the Security Company if any Guard's work has been found unsatisfactory or not in accordance with the requirements of this Agreement. In addition, penalties / actions would be initiated against the Security Company in case of unsatisfactory performances and as per the following schedule:
  - (i) Amount of Rs.250/- per day per Guard will be deducted in case of minor violations which includes wearing inappropriate dress/ late arrivals/negligence, attending guests during the duty hours, etc.

- (ii) All fines and penalties will be deducted by the Customer from the monthly payments of the Security Company.
  - (iii) The Security Company will be served with a warning notice in case of persistent minor violations and non-attendance of complaints. Three consecutive warnings may render the Security Company unsuitable for performing security duty and will entitle the Customer to terminate this Agreement.
  - (iv) Violations such as offensive behavior that includes, but is not limited to scuffling, rude behavior with the visitors of the Customer and personnel from zone enterprises, etc. will lead to a penalty of up to 5% of the monthly bill. All fines and penalties will be deducted by the Customer, from the monthly payments to the Security Company.
  - (v) Actions like firing of weapons which are not intended for the purpose of defence and in violation of Security Company's license will entitle the Customer to terminate the Agreement with immediate effect and take legal action against the Security Company.
- g. The Security clearance of all the Guards of the Security Company who are assigned to provide services under this Agreement shall be the responsibility of the Security Company.
  - h. The Security Company will ensure that the Guards possess hand held metal detectors and vehicle search mirrors for the use at every entry point on the Premises.

## **11. STATUS OF THE SECURITY COMPANY**

The Security Company warrants and represents that it is existing and operating lawfully under the laws of Pakistan and that it is lawfully authorized to enter into this Agreement and provide the services mentioned herein.

## **12. FORCE MAJEURE**

- a. Force Majeure includes an act of God, government action (whether with or without valid jurisdiction), war, riots, rebellion, insurrection, civil commotion, pandemic, epidemicity or any other occurrence that is beyond the reasonable control of either Party.
- b. If either Party is unable to perform its obligations under this Agreement as a result of an event of Force Majeure, the Parties shall not be obliged to perform their obligations hereunder.

- c. The affected Party shall immediately notify the other Party of the event of force majeure.
- d. If the event of force majeure continues for a period of more than thirty (30) days, the affected Party will have the right to terminate the Agreement by giving reasonable written notice to the other Party.

### **13. ASSIGNMENTS**

The Security Company shall not assign or sub-contract any of its duties or rights under this Agreement without the prior written consent of the Customer. Any such assignment or sub-contracting by the Security Company shall entitle the Customer to terminate this Agreement forthwith.

### **14. DISPUTES**

Subject to any term to the contrary, all questions, disputes or controversies arising directly or consequent to this Agreement shall be settled amicably by mutual negotiations. Should such negotiations fail, the matter, shall be referred to arbitration and be decided under the provisions of the Arbitration Act, 1940 as amended.

### **15. EFFECT OF AGREEMENT**

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

### **16. TERMINATION OF AGREEMENT**

- a. This Agreement shall be enforceable for the Term unless terminated for any reason listed hereunder. Any such termination shall not affect the rights and obligations of the Parties hereto as to transactions, acts or other rights done by either Party prior to date of termination.
- b. If the Security Company breaches any terms and conditions laid down in this Agreement and if such breach is not remedied within ten (10) days after receiving written notice from the Customer specifying such breach, the Customer shall have the right to terminate this Agreement by giving written notice thereof to the Security Company. This termination shall be effective immediately on receipt of the notice. If this Agreement is terminated due to breach on part of the Security Company and another security company is hired, the Security Company shall be responsible for paying all the amounts payable by the Customer to the other security company for the remainder of the Term.

- c. The Customer has the right to terminate this agreement without cause by issuing a thirty (30) day notice in advance.
- d. If the Security Company makes any arrangement with its creditors, or amalgamates with any other concern or is taken over or liquidated, PIDC shall be entitled to terminate this agreement forth with upon serving a seven (7) day notice.
- e. The Agreement shall terminate immediately without any liability to either Party upon occurrence of the institution of any proceedings by or against either Party: (a) seeking to adjudicate it bankrupt or insolvent, (b) seeking liquidation, winding up, reorganization or relief of debtors.
- f. The Customer has the right to terminate this Agreement forthwith on receiving notice that the Security Company has a liquidator or trustee appointed over its affairs and as such appointment is not terminated and discharged within thirty (30) days of such appointment.

**17. MODIFICATION OF AGREEMENT**

- a. Any amendment or modification of this Agreement or additional obligation assumed by any of the party will be enforced only after a written 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.
- b. The Agreement hereto comprises of the entire understanding between the Parties and supersedes all previous communications, oral or written.

**18. GOVERNING LAW**

This Agreement shall be governed by the laws of Pakistan.

**IN WITNESS WHEREOF** the Parties hereto have signed this agreement on the day of \_\_\_\_\_.

Signed on behalf of

**First Party:**

\_\_\_\_\_

M/s. \_\_\_\_\_

(Name \_\_\_\_\_) (of Authorized Representatives)

CNIC# \_\_\_\_\_

Date \_\_\_\_\_



**Second Party:**

\_\_\_\_\_

Pakistan Industrial Development Corporation (Pvt) Limited.

(Name \_\_\_\_\_) (of Authorized Representatives)

CNIC# \_\_\_\_\_

Date \_\_\_\_\_

Witness#1: \_\_\_\_\_

Name:

CNIC# \_\_\_\_\_

Designation:

Witness#2: \_\_\_\_\_

Name:

CNIC# \_\_\_\_\_

Designation