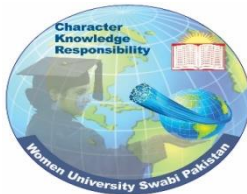




## Tender Document

### Hiring of Security Services Company for Women University Swabi.



### Tender # WUS/Proc/2023/6

Issued To	
Date	
Tender Fee Receipt #	
Issued By	Women University Swabi
Bid Submission Date & Time:	Wednesday, 10 January, 2024 at 11:00 Hours,
Technical Bid Opening Date & Time	Wednesday, 10 January, 2024 at 11:30 Hours,
Venue	(Women University Swabi) Topi Road, Main Campus at village Kotha District Swabi. Khyber Pakhtunkhwa
Contact No.	Ph # 0938-224222- 0938-221131 Cell: 03454458792 Email: Procurement@wus.edu.pk web Site: www.wus.edu.pk

**Mandatory Note (otherwise, bids will be rejected).**

- I. Please sign and stamp all the pages
- II. Fill all pages (all parts + Annexure)
- III. Tender submitted without Annexure and Check list will not be Acceptable.



## **Tender Notice**

Sealed bids are invited (under Single-Stage two Envelopes Bidding Procedure, Technical and Financial bids) from Security companies registered with Tax department (Income Tax and KPRA) for provision of Security Services at women University Swabi for new campus located in village Kotha, District Swabi. Bidding documents can be downloaded from the University website [www.wus.edu.pk](http://www.wus.edu.pk) Tender fee (Non-refundable Rs.3,000/- payable in shape of Demand Draft in favour of Women University Swabi to be provided with bid separately. Sealed bids (Both technical and financial bid) along with Rs. 100,000/- earnest money (Refundable) in shape of bank draft in favour of Women University Swabi should reach to the office of undersign before 11:00 am on Wednesday 10 January, 2024. Technical proposal will be opened by the purchase Committee in the presence of bidders or their representatives (If willing) at 11:30 am on the same day in the meeting room of Women University Swabi at main Campus, Topi Road, Kotha, District Swabi. Women University Swabi reserve the right to reject any all bids as per KPPRA Rules.

Procurement Officer  
Women University Swabi



**BID DATA FORM**

**Company/ Firm:**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Cell No. \_\_\_\_\_

Fax No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_

RegistrationNo. \_\_\_\_\_

Income Tax Registration# \_\_\_\_\_

Sales Tax Registration #. KPK \_\_\_\_\_

Registration with SECP # \_\_\_\_\_

Other Registration # (if any) \_\_\_\_\_

**Local office if any:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**Contact Person:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Cell No. \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Fax No. \_\_\_\_\_



**Call Deposit No. & Date:** \_\_\_\_\_

**Signature of Owner/ Representative:** \_\_\_\_\_

**Stamp:**



### **Important Note:**

The Women University Swabi is a reputable University, Chartered by Government of Khyber Pakhtunkhwa in 2015 and recognized by Higher Education Commission (HEC) in 2016. Currently the University has around 4,000 students in MS, Master and BS Programs, about 150 teaching faculty including Associate Professor, Assistant Professors and Lecturers. The Women University Swabi intends to hire the services of a well reputed Security Company for provision of security services for a period of one year renewable on yearly basis for Women University Swabi new campus located in Kotha, district Swabi. The armed Security Guards, retired from Armed Forces i.e., military/police, verified from NADRA and professionally competent to discharge security duties at Women University Swabi, Kotha Campus District Swabi, Khyber Pakhtunkhwa.

Firms should be Sales Tax Registered and have valid licensing to operating in all Provinces of Pakistan. This bidding document does not claim to contain all the information related to the project. However, maximum efforts have been made to incorporate available information relevant to the proposed transaction. All Specialized Security Services Provider firms/ companies complying with criteria given in this document are eligible for this bid, hereafter referred to as Bidders. Prospective bidders must ensure submission of all required documents indicated in this tender document. Bids received without, undertakings, valid documentary evidence, supporting documents and various requirements mentioned in the tender document or test certificates will be rejected at the initial stage. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the bidders for scrutiny. It is intimated that no objection/revisions/supplements shall be entertained regarding the terms and conditions of the Bidding Document submitted by the bidder.

The Specialized firms/ Companies will be selected according to the criteria specified in this document.

### **Applicability of Khyber Pakhtunkhwa Public Procurement Rules, 2014**

This Bidding Process will be governed under the Khyber Pakhtunkhwa Public Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Khyber Pakhtunkhwa received during the completion of the project.

#### **1. Invitation to Bid:**

##### **1.1 KPPRA Rules to be followed:**

The procurement shall be completed in accordance with Khyber Pakhtunkhwa Public procurement rules on single stage - TWO envelop bidding procedure (the bid shall be single package consisting of two separate envelopes, the financial and technical proposal). The envelopes shall be marked as “Technical Proposal” and “Financial Proposal”.

#### **2. Bidding Details (Instructions to Bidders)**



All bids must be accompanied by Bid Security (Earnest Money), as part of technical bid in favor of **Women University Swabi**. The complete bids as per required documents under this tender document must be delivered to the procurement office of Women University Swabi as per address mentioned above. In case the last date of bid submission falls in / within the official holidays, the last date for submission of the bids shall be the next working day. Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the work must be received in writing to the WUS before 5 days of closing date. Any query received after said date may not be entertained. All queries shall be responded to within due time. WUS may host a Q & A session, if required, at WUS premises. All Bidders shall be informed of the date and time in advance.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids shall not be considered. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the works/supplies/services awarded under this Bid Process will be entertained by the WUS. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the supplies/works and price/cost quoted in the Bid to cover all obligations under this Bid Process.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in number of Security guards by the Bidder on the demand and approval of the WUS will be permitted.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the WUS.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated. The WUS will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

## **TERMS AND CONDITIONS OF THE TENDER**

### **3 Tender Scopes**

Women University Swabi intends to invite quotations from well reputed Security Firms at least 10-year experienced Security company for provision of armed Security Guards, retired from armed forces, verified from NADRA and professionally competent to discharge security duties, at following premises of WUS.



### 3.1 Premises of Women University Swabi:

S#	Premises	Address
1	Women University Swabi	Women University Swabi, Main Campus in Village Kotha District Swabi, Khyber Pakhtunkhwa
2	Women University Swabi	Women University Swabi, Topi Road, Guloo Dheri District Swabi, Khyber Pakhtunkhwa

### 3.2 Services to be provided:

The Security Company shall provide quotations for provision of security services through armed security guards along with security plan in order to protect the personnel, assets and premises of the WUS as per tender documents.

### 4. Scope of Work

- 4.1) The Security Company shall provide security services 24/7, in 2 Shifts 12 Hour Duty or 3 shifts 08 Hours duty per day.
- 4.2) Total Number of Security Guards required are (50 including 03 Female Security Guard) and One Security Supervisor (may vary from time to time as per requirements) to perform duty/responsibilities as assigned by the WUS.
- 4.3) Security supervisor/guards shall have Two Shifts of 12 hours or three shifts of 8 hours each.
- 4.4) Security Supervisor must be Ex-JCO's or equivalent. (Armed Forces retired)
- 4.5) The Supervisors/Guards shall be properly trained, equipped with modern arms and licensed, in accordance with local law, to perform security services, including but not limited to the carrying of firearms. The appropriate license and renewal of license shall be sole responsibility of Security Service Company.
- 4.6) All personnel shall be uniformed and wear appropriate identification badges, Caps etc.
- 4.7) It is expected that the security supervisor will serve at reception/entry point, thus being able to properly register the visitors. At least 05 security guard to be appointed should have qualification of minimum Metric or FA to maintain register and/or receive documents on behalf of the WUS.
- 4.8) The Security guards provided should be between the **age of 35 to 48 years**
- 4.9) The Security guards provided should be medically fit.
- 4.10) The Security guards provided should be at least **5 feet 7 inches** tall (Height)
- 4.11) 100 percent of the guards provided must be from Armed Forces retired.
- 4.12) Every shift should have two guard with first aid training



4.13) The following equipment is to be provided by the Security Company as per need Basis:

- First Aid Kits
- Torches

4.14) Any other type of equipment relevant to security of the premises.

4.15) All guards will be interviewed by the WUS team before deployment.

4.16) One guard will be allowed one shift of eight hours (08) or (12) Hours in a day. The WUS shall maintain a record of attendance and deployment of minimum of 8 or 12 hours per shift is necessary.

4.17) any guard to be terminated by the Security Company should be brought into the knowledge of WUS Management, and the termination will be finalized with consent of WUS Management.

4.19) The WUS reserves the right to inspect and check weapons along with ammunition and license as deem necessary. The weapons provided to the guards will be inspected randomly by the WUS management. 2 days salary will be deducted if a guard is found with Old/Rusty/nonfunctional weapons and ammunition. Upon discovery of such weapons/ammunition WUS will inform the security company, and the security company will be bound to change/replace the weapon and ammunition maximum in three (3) hours. The Security Company will be liable to 2% deduction in that month's total invoiced amount if weapons/ammunition is not replaced within the timeframe mentioned above.

4.20) WUS management may amend and/or re-designate the security guard at its own discretion.

4.21) The WUS management reserves the right to terminate the contract if unsatisfactory services are provided for two consecutive months.

4.22) One day salary will be deducted if a guard is found in violation of the dress code (Salary means the 1 month's amount paid to 1 security guard, as paid by WUS).

4.23) Two days salary will be deducted if a guard is found sleeping on the duty or found missing from his/her duty position without replacement or intimation to the WUS staff.

4.24) If a guard reports to duty fifteen (15) minutes late with respect to the start of the shift time without informing the WUS team, the guard will be marked absent for that day and the salary for that day will be deducted.

4.25) Security Company will provide the following documents of the selected Security Guards in original for the first time for our perusal, and later original documents will be returned; only the photocopies of those documents will be kept for our record.

- Valid Computerized ID Card
- Police/special/Security branch's clearance certificate





**Women University Swabi      Tender No.WUS/Proc/2023/6 for Hiring of Security Services**

- Discharge certificate, Pension book or service book whatever applicable to the individual.
- Only infantry Soldier/GD exemplary are required.

4.26) Security Company will pay the salaries to all Security guards before 10th of each calendar month, in any circumstances.

4.27) Security company shall follow all applicable labor laws time to time of Govt of Khyber Pakhtunkhwa.

4.28) Security Company will pay salaries to their guards keeping in view the minimum wages (as per latest notification at the time of disbursement) ordered by the Supreme Court and the Government of Khyber Pakhtunkhwa. Security Company shall be solely responsible for the implementation of the applicable laws of Pakistan along with notifications of Government Authorities (Government of Khyber Pakhtunkhwa) from time to time.

4.29) In case of replacement/change of a security guard, every new incoming individual will be in possession of his original above-mentioned documents prior to commencement of his duty. In case of failure, Company will be liable to penalty equivalent to 1 guard's 02 days salary.

4.30) In case the Security Company provided any fake/forged or spurious document/information, they will be liable to two months total salary and a warning. On 3rd warning, the contract will be considered null and void.

4.31) The Security company shall be responsible for furnishing all security personnel with ammunitions, uniforms, flashlights, batteries, cellular phones / communication devices, chargers, metal detectors and other related equipment.

4.33) In case a theft incidence occurs in the WUS premises/projects due to gross negligence or unsatisfactory performance of the security company, the client reserves the right to withhold performance security or recover the loss sustained by the client from the invoice of service provider or do both.

4.34) In case of leave, absent etc. Security Company is responsible to provide replacement immediately. Not doing this, Security Company will be charged five (5) days salary penalty.

4.35) The Security Company shall nominate a focal person (manager or head supervisor), to engage regularly with the administration. The Security Company shall ensure 24/7 availability of such focal person.

The administration will engage this focal person to resolve day-to-day queries

4.36) In case any public complaint is received attributable to misconduct/misbehavior of Security Company's personnel & is assessed as true by WUS administration, a penalty up to PKR 10,000/- (depending on the severity of the incidence) for each such incident shall be levied which shall be



deducted from Security Company's bill. Besides the Security Guard found involved in the incident shall be removed from the WUS Premises immediately.

4.37) In case the Security Company fails to commence/execute the work as stipulated in the agreement or does not meet the statutory requirements of the contract, Client reserves the right to impose the penalty of 01% of annual cost of contract/agreement per week, up to two weeks' delay. After Two weeks delay the client reserves the right to cancel the whole contract or part thereof and withhold the performance guarantee.

4.38) If a guard is found misbehaving with the WUS staff, other guards, or anyone else in the above-mentioned premises, the guard will be terminated from duty immediately, and a warning will be issued to the Security Company. Upon receiving 2nd warning for such offense, 5% of one month's bill will be deducted. The Security Company will immediately provide a replacement for the terminated guard.

4.41) The Security Company shall arrange Protocol Duties including local and foreign delegations, visits of various Federal & Provincial Ministers as per Govt SOPs. The security guard can also perform duties with Vice chancellor and any other Official of the University outside the university premises and will perform outstation duties.

4.42) The Security Company shall provide following weapons

- SMG, AK 47 Automatic/Semi-Automatic 222/223, rifles guns and 9 mm /30 bore, 12 Bore pistols to all supervisor/guards.

## **5. Dress Code / Conduct for Security Guard**

- a. Security Company shall provide the Uniforms to their staff as per the climatic conditions.
- b. The Security Supervisors /Guards should be wearing company designed uniform at all the time.
- c. Security label cards will be returned to the person in-charge after shift hours.
- d. Designated guards will be carrying weapon and ammunition at all time.
- e. All guards will carry their personal identification with them at all time.
- f. In case of any emergency/happening will report to concerned official at priority

## **6. Job Description**

a. The security service shall include control of entries and exits, body search and ID card Check/verification of the incoming people other than the staff working at entire premises of WUS. Description of the premises and responsibilities of the Security supervisor/guards is as follows:

1. **Main Entrance/Exit Door:** This is the entrance/exit where people enter and exit and visitors are searched and ID cards checked.



2. **Watch and Control Duty:** This is the security service including watch and ward at the place of assignment and control duty to prevent any anomaly.

3. **Reception Duty:** Assisting visitors upon their arrival at the WUS premises in an effective, kind and professional manner and registering their names and directing them to the relevant personnel/industry.

b. Security supervisor/guards shall perform their duties at the premises of WUS as instructed by the management.

c. All visitors coming to the premises, irrespective of their identity, be visually searched thoroughly without letting him/her notice it, as if he/she were a suspect.

d. Security supervisors/guards shall be provided with the list of names of the staff and their car registration numbers so that they can control the entries to the premises.

e. Security guards shall not be overly familiar, and act in an informal way with the staff and visitors for any reason whatsoever.

f. Security guards shall in no case allow entry into the premises of such persons as salesmen, beggars, peddlers, etc.

g. In case of emergency (fire, theft, sabotage, attack, bombing alert, etc.), Security supervisor shall first attend the case, ensure maintenance of proof and evidence of crime, and shall immediately notify the Management of WUS and Police department.

h. The personnel shall always establish coordination and receive work-related instructions, if any, from the administration and shall accommodate the instructions so given and shall inform administration of any issues that may go beyond their power.

#### **6.1 Personnel:**

a) The Company shall be fully responsible for all work and services performed by its security supervisor/guards, and shall for this purpose employ qualified, competent and well-trained guards to perform the services under the Contract.

b) The Company shall take all reasonable measures to ensure that the Company's personnel conform to the highest standards of moral and ethical conduct. WUS office may, at any time, request in writing the withdrawal or replacement of any personnel of the Company assigned to perform work or services under the Contract. The Company shall, at its own cost and expense, withdraw or replace such personnel forthwith.

c) WUS shall not be liable for any action, omission, negligence or misconduct of the Security Company's employees, agents, servants, or sub-company nor for any insurance coverage which may be necessary or desirable for the purpose of security services, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Security Company's employees, agents, servants, or sub-company performing work or services.



## **7. Tender Eligibility/Qualification Criteria**

Eligible Bidder/Security Company is a Bidder/Security Company who:

7.1 have a registered/incorporated company/firm in Pakistan;

7.2 The Company must have valid Registration of Khyber Pakhtunkhwa Sales Tax (KPRA), Income Tax & National Tax Number (NTN); the bidder must provide Print of active tax payer (ATL) online Verification

7.3 have valid Security and Exchange Commission of Pakistan (SECP) Registration;

7.4 has been established for at least Ten (10) years with proven experience in conducting/carrying out the similar services mentioned in this tender document.

7.5 have the required relevant qualified personnel and enough strength to fulfill the requirements of assignment.

7.6 have working experience on similar projects with public sector companies within last 05 years.

7.7 has not been blacklisted by any public or private sector organization and provided satisfactory services through contracts (Submission of undertaking on legal stamp paper is mandatory).

7.8 Verifiable proof for all the above shall be mandatory.

Non-submission may cause disqualification of the bidder for any further process.

## **8. Tender Cost**

The Security Company shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the WUS shall in no case be responsible / liable for those costs / expenses.

## **9. Joint Venture / Consortium**

Joint venture / Consortium is not eligible for this tender.

## **10. Amendment of the Tender Document**

10.1 The WUS may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

10.2 The WUS shall notify the amendment(s) in writing to the prospective Security Company as Per Khyber Pakhtunkhwa Public Procurement Rules, 2014.



## **10. Preparation / Submission of Tender**

11.1 The Tender shall be in two parts i.e., the technical proposal and the financial proposal.

11.2 Technical Proposal shall comprise the following, without quoting the price:

- a. Organization Structure, Memorandum and Article of Association and the date of the establishment of the firm, etc.
- b. Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in the tender document have been satisfactorily vetted).
- c. Undertaking on stamp paper for minimum wages, other benefits as per labour law of Khyber Pakhtunkhwa.
- d. Survey/visit report of WUS Premises.
- e. Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted).
- f. Authorized Certificate /document of Company registrations with SECP, Home Department, Ministry of Interior, Govt of Pakistan.
- g. Company has offices in Peshawar/Islamabad.
- h. Valid License for operating company in the Pakistan (Federal/ Khyber Pakhtunkhwa Province).
- i. Total number and type of weapons. automatic/semi-automatic, SMG/, 223/222 bore, rifle and 9 MM/30 bore, 12 Bore with valid license.
- J. List of major clients.
- K. Details of similar type of projects executed by Security Company during last 10 years. (please attach list of Clients)
- L. Bid Security (Earnest Money) attached with technical bid.

11.3 The Financial Proposal shall comprise the following:

- a. Financial Evaluation Form (Annexure-A)

11.4 The Security Company shall seal the Original Technical Proposal in an envelope duly marked as under:

### **Original Technical Tender for**

**Tender Name. [Name of Tender]**

**[Name of the Security Company] [Address of the Security Company] [Phone No. of the Security Company]**



11.5 The Security Company shall follow the same process for the Original Financial Tender.

11.6 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexure, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderers. Noncompliance with the same will cause the rejection of bid at the time of opening.

## **12. Tender Price**

The quoted price shall be:

12.1 best / final / fixed i.e., not subject to variation / escalation;

12.2 Amount in Words & Figures and must be in Pak Rupees only;

12.3 inclusive of all taxes, duties, levies, insurance, freight, etc.

12.4 Where no prices are entered against any Service/item, the price of that service/item shall be deemed be free of charge, and no separate payment shall be made for that Service(s)/item(s).

## **13. Bid Security (Earnest Money)**

13.1 The Security Company shall furnish the Bid Security (Earnest Money) with Financial proposal as under:

13.1.1 Bid Security amounting to Rs: 100,000/-.

13.1.2 Denominated in Pak Rupees

13.1.3 as part of technical bid envelope, failing which will cause rejection of bid.

13.1.4 in the form of Demand Draft /CDR, in favour of the Women University Swabi;

13.2 The Bid Security shall be forfeited by the WUS, on the occurrence of any / all of the following conditions:

13.2.1 If the Security Company does not accept the corrections of his Total Tender Price;  
or

13.2.2 If the Security Company, having been notified of the acceptance of the Tender by the WUS during the period of the Tender validity, fails or refuses to furnish Services in accordance with the Tender Document.

13.3 The Bid Security shall be returned to the technically unsuccessful Security Company. The Bid Security shall be returned to the successful Security Company upon furnishing of the Performance Guarantee.

## **14. Tender Validity**

The Tender shall have a minimum validity period of 120 days from the last date for submission of the Tender.

## **15. Modification / Withdrawal of the Tender**



15.1 The Security Company may, by written notice served to the WUS, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

15.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

## **16. Opening of the Tender**

16.1 Tenders (Technical Bids) shall be opened as mentioned above, in the presence of the Security Company (s)/Bidders/Vendors and Financial Bids of Successful bidder (Technically qualified) shall be opened as mentioned above, in case the last date of bid submission falls in / within the official holidays / weekends of the WUS, the last date for submission of the bids shall be the next working day.

16.2 The Security Company's name, modifications, withdrawal, security, attendance of the Security Company and such other details as the WUS may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

## **17. Clarification of the Tender**

The WUS shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Security Company (s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such Correction is sole discretion of the WUS.

## **18. Correction of errors / Amendment of Tender**

18.1 The Tender price as determined after arithmetic corrections shall be termed as the Corrected. Total Tender Price which shall be binding upon the Security Company.

18.2 No credit shall be given for offering delivery period earlier than the specified period.

## **19. TECHNICAL EVALUATION CRITERIA:**

### **ELIGIBILITY MARKS:**

A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened. Work will be given to lowest quoted prices bidder. The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria against all items will be eligible for further processing. The Bids which do not conform to the Technical Specifications as mentioned in tender documents will not be considered for further evaluation.





**TECHNICAL EVALUATION CRITERIA**

<b><u>Category</u></b>	<b><u>Descriptions</u></b>	<b><u>Requirement</u></b>
<b><u>Mandatory Legal</u></b>	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	<b><u>Mandatory</u></b>
	Valid Tax Registration with all necessary departments (Sales Tax/ KPRA, Income Tax) (Status = Active with FBR,KPRA and others at the time submission)	<b><u>Mandatory</u></b>
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Mandatory
	Registrations with SECP, Home Department /Ministry of Interior, Govt of Pakistan	<b><u>Mandatory</u></b>
	Valid License for operating company in Pakistan (Federal & Khyber Pakhtunkhwa Province	<b><u>Mandatory</u></b>
	Have working experience on similar projects with public sector companies within last 05 years. Provide details in shape contract/work order etc	Mandatory
	Submission of undertaking on legal valid and attested stamp paper that the firm will follow prevailing rules and regulation of labor law notified by Govt of The Khyber Pakhtunkhwa time to time.	Mandatory

**Technical bid Evaluation Criteria and Marks Distribution**

<b><u>Category</u></b>	<b><u>Descriptions</u></b>	<b><u>Points</u></b>	
<b><u>Experience</u></b>	Presence of Firm Minimum 10 years of establishment (Greater than 10 years, each year will be marked 01 point). Max Points: 20	Less than 10 years	0 Points
	Upto Ten Years of Experience	10 Years	10 Points
	Above 10 years (1 Point for each Year experience)	Above 10 Years	10 Points
<b><u>Certification</u></b>	All Pakistan Security Agencies Associations (APSAA). Membership Certificate ( <b>Max Points 5</b> )	5 Points	
	ISO Certification ( <b>Max Points 5</b> )	5 Points	
<b><u>Accreditations</u></b>	International Certificate in the Relevant field =(05 Points) per Certificate Or	10 Points	
	Local Certificate in the Relevant field = (02 Points) Per Certificate		





<b><u>Weapon License</u></b>	Automatic/Semi-Automatic weapon, SMG/ AK 47 Licenses availability at least 20 owned by the bidder (Attach copy of each license for verification) Less than 20 licenses = 0 marks (Max Points 10)	10 Points	
	Non-Prohibited 9 mm /30 bore, 12 Bore weapon Licenses availability at least 15 owned by the bidder (Attach copy of each license for verification) Less than 15 licenses = 0 marks (Max Points 10)	10 Points	
<b><u>Human Resource, Professionals</u></b>	Number of Employees has the required relevant qualified Security Guards and enough strength to fulfill the requirements of assignment (Undertaking) (Max Points 10)	<b>400-500</b>	<b>05 points</b>
		<b>501 or above</b>	<b>10 points</b>
Similar nature Assignments/ project /Experience	Projects of Similar Nature that is Security services in last Ten (10) years (Verifiable through relevant Contracts. Provide details of only those projects where min 50 guards are/were deputed at one location/ Contracts) (Greater or equal to 05 projects, each project shall be marked 04 point) *Provide documentary Proof for the number of guards deputed, must be mentioned/highlighted on contract. Copies of valid agreements will be provided as evidence (Max Points 20)	<b>20 Points</b>	
Financial Strength	Average Annual revenue of last three (3) years (Verifiable through audited financial statements) Please Attach last three years Audited Financial Statements with Bank Statements (Max Points 10)	<b>10 million</b>	<b>05 points</b>
		<b>10.1 to15 million</b>	<b>07 Points</b>
		<b>Above 15 million</b>	<b>10 Points</b>
	Total Marks	<b>100</b>	

**Note:** Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs. Please provide designation, contact Name/number/email of concerned person for verification.

## **20. FINANCIAL PROPOSAL EVALUATION**

20.1 Technically qualified/successful bidder(s)/Security Company (s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue mentioned above. Financial Proposal for 2 Shifts 12 Hours Duty and 3 shifts 08 hours Duty will be filled separately as mentioned in Annexure A-1 and Annexure A-2. The technically Eligible/Successful Bidder(s)/Security Company (s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

20.2 Financial Proposal evaluation will be conducted under the Khyber Pakhtunkhwa Public Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the WUS, the Security Company shall be bound to adjust the same in the Financial Proposal. Contract will be awarded to the lowest evaluated bidder.

20.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.



20.3 The WUS will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

20.4 Financial Evaluation Form “**Annexure A**”

## **21 Rejections / Acceptance of the Bid**

The WUS shall have the right, at his exclusive discretion, to increase / decrease the number of supervisor/guards without any change in unit prices or other terms and conditions. The WUS may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The WUS shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The number of Security Guard may be increased or decreased 15% as per KPPRA rules.

## **22. Acceptance Letter**

As per KPPRA Rules 2014, the WUS shall issue the Acceptance Letter/Commencement/Contract to the successful Security Company, at least after 10 days of announcement of bid evaluation reports and prior to the expiry of the original validity period or extended validity period of the Tender.

## **23. Deployment of Security staff**

Security Company shall take the charge of all WUS premises within the 15 days after letter of acceptance.

## **24. Payment 24.1**

The Security Company shall provide all necessary supporting documents along with invoice.

24.2 The payment shall be made as per the Bio metrics attendance of guards.

24.3 The Security Company shall submit request for Payment, to the WUS of guards deployed at premises of WUS.

24.4 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

## **25. Performance Security**

The successful Security Company shall furnish Performance Security as under: within fourteen (14) days of the receipt of the Acceptance Letter from the WUS; in the form of a Bank Guarantee, CDR, issued by a scheduled bank operating in Pakistan, for a sum equivalent to 10% of the total contract annual value; denominated in Pak Rupees; Have a minimum validity period of one (01) Years.

## **26. Forfeiture of Performance Security.**

26.1 The Performance Security of Successful bidder shall be forfeited by the WUS,



26.1.1 If the Security Company fails/ delays in performance of any of the obligations, under this Tender Document/Contract violates any of the provisions /commits breach of any of the terms and conditions of this tender document/contract the WUS may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Security Company.

26.2 Failure to provide services within the specified time period (“Delivery Period”) Performance Security will be forfeited and the company will not be allowed to participate in future tenders as well.

## **27. Taxes and Duties**

The Security Company shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax /sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

## **28. Duration**

The term of the contract and/or provision of services required is for a term of 1 year and the same may be extendable for a further term of 1 year upon satisfactory performance.



## Annexure A-1

### Financial Evaluation Form

#### Price Schedule/ Financial Cost Sheet (For 3 Shifts 08 Hours Duty in 24 hours)

Item #	Description	No of Units/ QTY	Unit Rate per month (Excl.Taxes) Rs.	Total Taxes Per unit	Unit Rate per month (Incl. all Taxes) Rs.	Total Cost per month (Incl. all Taxes) Rs
1	Security Supervisors Retired JCO's	01				
2	Security Guards (Male) Ex-Soldier from Armed Forces.	46				
3	Security Guards (Female) Ex-Soldier from Armed Forces.	03				
Total Bid Price per month						Rs.
Total Bid Price (in words) Rs. -----						

Date

Signature of authorized person

Name:

(Company Seal)

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.



**Annexure A-2**

**Financial Evaluation Form**

**Price Schedule/ Financial Cost Sheet  
(For 2 Shifts 12 Hours Duty in 24 Hours )**

Item #	Description	No of Units/ QTY	Unit Rate per month (Excl.Taxes) Rs.	Total Taxes Per unit	Unit Rate per month (Incl. all Taxes) Rs.	Total Cost per month (Incl. all Taxes) Rs
<b>1</b>	Security Supervisors Retired JCO's	<b>01</b>				
<b>2</b>	Security Guards (Male) Ex-Soldier from Armed Forces.	<b>46</b>				
<b>3</b>	Security Guards (Female) Ex-Soldier from Armed Forces.	<b>03</b>				
<b>Total Bid Price per month</b>						<b>Rs.</b>
Total Bid Price (in words) Rs. -----						

Date

Signature of authorized person

Name:

(Company Seal)

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.



**Undertaking:**

I the undersigned Mr. \_\_\_\_\_ authorized on behalf of Messrs. \_\_\_\_\_ declare and confirm that the information provided herein is true, accurate and correct. I agree that all terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted.

\_\_\_\_\_

Signature

Date

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

Designation \_\_\_\_\_

Note: Required to be submitted on Company/Firm Letter Head Page.



## AGREEMENT OF SECURITY SERVICES

This agreement is executed on this day \_\_\_\_\_ 2024 for hiring of Security Guards between M/s \_\_\_\_\_ Security Services (Pvt) Ltd, a company incorporated under the Companies Ordinance 1984 and having its registered office located at \_\_\_\_\_ (hereinafter called “Security Company”) AND Women University Swabi (Hereinafter called University) which expression shall be deemed to include the “University” designated REPRESENTATIVE OF THE Second Part). WHEREAS the First Party has security guards fully trained in the field of security has agreed to provide security services for the persons and moveable/immoveable property of Women University, Swabi, as set out in this Agreement.

### 1. TERMS OF AGREEMENT

- a. Period. ----- Contract renewal / extension on yearly basis will be subject to mutual consent and satisfactory performance of the company
- b. Execution. The security agency will be bound to execute the directives of the University.

c. Additional Guards. In case University requires additional strength of guards, the security company shall provide the same according to requirement on the terms as agreed in the agreement on 24 hours’ notice.

d. Salaries, perks, privileges and work hours of the guards will be governed strictly according to the government rules / regulations.

2. GUARD SERVICES The Security Agency will be fully responsible to provide satisfactory services at Women University Swabi.

a. Energetic, smart, literate and healthy (preferably ex-Serviceman) with complete uniform fully conversant with the security performance should be deployed at Women University Swabi in consultation with the Security Incharge of the University. Guards provided by the company should not be less than 35 years and not more than 48 years of age. Bulky/overweight persons will not be accepted.

b. 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 Women University, Swabi for calculation and compilation on monthly basis. Representative from the company /guard’s supervisor will randomly (at least four times a month) monitor the performance of guards as per terms and conditions and verify the same on attendance register.

c. That M/s \_\_\_\_\_ 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 Company and is fully equipped to discharge his duties. Each guard is to be issued with two new uniforms.

d. 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 Agency under all circumstances subject to the completion of all legal proceedings as required by law i.e., Joint Board of Inquiry etc.

e. The company will be responsible to get each guard medically examined by a registered medical practitioner and provide medical certificate. Similarly, the company shall provide character certificates of each guard with verified antecedents.

f. The company will be responsible to introduce a guard to the in-charge security officer Women University, Swabi before deployment as a substitute.

### 10 3. DEPLOYMENT OF GUARDS

Total Fifty Five guard (50) guards including Four (3) Female Security Guard and one 01 Security Supervisor will be deployed. Security Supervisor/ Guards will be deployed in three 03 Shifts for 08 hours or 2 Shifts of 12 hours each shift.



#### **PAYMENT OF SERVICES CHARGES**

- a. The University will pay Services charges on monthly basis as mentioned below to M/s \_\_\_\_\_ Security Company Ltd by 10th of each month on submission of invoice and University 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.
- b. Evidence of remittance of insurance premium will be submitted on award of security contract.
- c. Payment will be made on monthly basis by university through Cross Cheque after production of Original Bills duly signed and stamped by the Security Company.

#### **6. PERFORMANCE GUARANTEE**

The successful bidder will be required to deposit a “performance/ bank guarantee” equivalent to one month’s remuneration through a bank draft in favor of Women University, Swabi within one week of award of contract. 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. The bid security of the successful contractor will be adjusted against the performance guarantee

#### **7. OVERTIME**

The University shall not be responsible for any payment regarding overtime duty of the services provided by M/s \_\_\_\_\_ Security Company Ltd.

#### **8. GUARD DUTIES INCLUDE THE FOLLOWING:**

- a. Prevention of entry into university premises entrusted in the charge of M/s \_\_\_\_\_ Security of any person not authorized by the University or any person who lacks proper identification.
- b. Prevent pilferage of items/equipment/property belonging to University from the premises of University placed under charge of M/s \_\_\_\_\_ Security Company Ltd as per written instruction issued by the authorized officer of University.
- c. Inform concerned authorized officer of university promptly and accurately any occurrence detrimental to the security of university premises placed under charge of M/s \_\_\_\_\_ Security Company Ltd.
- d. To take appropriate action in case of emergencies like:
  - (1) 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 installation and the Control Office of M/s \_\_\_\_\_ Security Company Ltd for appropriate action.
  - (3) Law and Order Situation will be promptly reported to the local police station, in charge installation and the Control Office of Company for appropriate action. All entry points be closed under such a situation.
  - (4) To arrange immediate medical coverage of any person injured in the premises.
  - (5) To carry out daily checking of all security lights, entry points and locked premises for their effectiveness during off hours.





(6) To properly brief the relieving guard about any situation concerning security.

e. The guards will perform duties including security of university personnel, installation, its property and fire fighting in case of fire.

f. It shall be the duty of security guard 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 university building/premises and report 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, the contracting security company will be wholly responsible and liable for paying all the losses occurred to university as a result of their negligence, which will be decided by a committee consisting of both parties.

i. The arms provided to the guards must be examined by a qualified armorer.

j. Security guards will be granted four days off per month.

k. The company will provide a hand-held metal detector and a vehicle search mirror at each

**9. PERSON PERFORMING SERVICES SPECIFIED HERE IN TO BE EMPLOYEES OF M/s \_\_\_\_\_ SECURITY COMPANY LTD**

a. The persons employed by M/s \_\_\_\_\_ Security Company Ltd who perform the services specified in this agreement shall be the employees of Company and shall not at any time attempt to represent such employees or its offices as employees of the UNIVERSITY. It is understood by the parties hereto that neither the UNIVERSITY nor any officers of the UNIVERSITY 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 UNIVERSITY and employees. Since M/s \_\_\_\_\_ Security Company Ltd is the employer of all such persons who perform the services specified in this agreement, M/s \_\_\_\_\_ Security Company Ltd 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 UNIVERSITY shall not interfere with the right of M/s \_\_\_\_\_ Security Company Ltd to hire its employee or in the selection or non-selection of any person as its employees subject to the terms of this agreement.

b. If in the opinion of the UNIVERSITY the presence of any employee of Company of any of his acts of omission or commission are prejudicial to the interests of the UNIVERSITY to that of any of its officer, the UNIVERSITY shall inform Company about such employee where upon will take immediate action against such employee by replacing him to the entire satisfaction of the UNIVERSITY.

**10. INDEMNITY** a. Company shall at all times during the specified period of this agreement and thereafter indemnify the UNIVERSITY 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, 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 M/s \_\_\_\_\_ Security Company Ltd or any of them collectively or individually or by any other party subject to completion



of legal proceedings as required by law. b. 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 M/s\_\_\_\_\_ Security Company Ltd and shall have no obligation of contract with or claim whatsoever against the UNIVERSITY or against any of its officials.

11. CONFIDENTIALITY M/s\_\_\_\_\_ Security Company Ltd 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 UNIVERSITY 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 UNIVERSITY there has been any such disclosure the person concerned shall immediately be dismissed from the service.

**12. RESPONSIBILITIES OF M/s ----- SECURITY COMPANY LTD**

a. In addition to the services to be performed by M/s\_\_\_\_\_ Security Company Ltd. specified above Company shall provide at no additional cost to the UNIVERSITY such supervision of its employees as is necessary to adequately fulfill its obligations under the agreement.

b. Company is responsible for ensuring that all its employees performing the services specified in the agreement are physically fit, have no communicable disease and are healthy in all respects to perform duties.

c. M/s\_\_\_\_\_ Security Company Ltd, 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 they nor any of its officers will be held liable for either of the above in any manner.

d. Company warrants that in the performance of its obligations under this agreement it shall comply fully with the laws applicable to the establishment of UNIVERSITY.

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

f. M/s \_\_\_\_\_ Security Company Ltd is responsible for recruitment, discipline and all other service matters of its employee. They will not in any case communicate with the officials of UNIVERSITY regarding their service matter, which is the sole responsibility of Security Company.

g. When circumstances warrant, the UNIVERSITY may refuse to accept services from any employees 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.350/per day per guard will be deducted in case of minor violations like wearing inappropriate dress/ late arrivals/negligence, attending guests during the duty hours, etc. "All fines and penalties will be deducted by UNIVERSITY from the monthly payments of the Company.

(ii) Three consecutive violations of same nature on part of an individual will render him unsuitable for performing duties in UNIVERSITY.



(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 UNIVERSITY and UNIVERSITY 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 UNIVERSITY 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 security company's license may lead to cancellation of the agreement besides involving other legal proceedings as required.

VI. Control unauthorized access to WUS offices and site territory.

VII. Check entry and exit of the personnel, If required screen / inspect their baggage, conduct body check (with the metal detector) to identify and take away suspicious, flammable stuff. Perform suppression and removal of the invaders, demonstrators and unauthorized entrants.

VIII. Safeguard the property against theft, damage and misuse. The damage shall include setting up of banners, posters, advertisements, graffiti etc.

IX. In case of any theft/ trespassing/Unauthorized access or any other act that is under non-compliance of the Company's rules and regulations, the Service Provider may be delegated the power to impose and collect fines as per Rules and Regulations from the offender or hold, retain and hand over the offender to police as per case demand. The Service Provider will also help the company in lodging FIR with Police, if required.

X. Recognize and respond to security threats or breaches.

XI. Recognize and respond to emergency situations and safety hazards such as fire, power outages, medical emergencies, accidents, short circuits.

XII. Maintain log of all security violations and report occurrences to the University as quickly as possible considering the nature of the violation;

#### **h. GENERAL CONDITIONS**

i. No employee of service provider shall have connections to criminal activity or criminals.

ii. Every employee shall make attendance on bio metric machines installed in WUS premises.

iii. Neither the security service provider, nor any security guards employed by them may conduct investigation into criminal matters or conduct any law enforcement activity.

iv. Security service provider and security guards employed by them must at all times follow the instructions of law enforcement agencies.

v. The management of security service provider is responsible for immediately informing the WUS if any of its employees performing duty at WUS has been arrested.

vi. All security guards are to be uniformed. The security services provider must have their uniform approved by the competent authority. The uniform must not be similar in appearance to police, military or paramilitary uniform.

vii. In order to carry the equipment items, individual security guards must receive guard training.



- viii. All employees are required to show identity permit issued by the security service provider.
- ix. The new employee can not engage in providing security of any type, for any reason, until the employee receives his identity permit.
- x. The Service Provider is responsible for the medical and accident insurance of its staff, payment of all dues like social security, EOBI. WUS shall not accept any responsibility of the designated security personnel in the event of death, injury, disablement or illness that may take place while performing/executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the Service Provider.
- xii. The Service Provider shall ensure that it does not engage or continue to engage any person with criminal record / conviction or otherwise undesirable persons and shall bar such person from participating directly or indirectly in the provision of Security Services.
- xiii. The Service Provider shall be liable to the penalty for any loss incurred or suffered / any damage caused to movable or immovable property of the University, on account of delayed, deficient or inadequate Security Services, or interruption in the Security Services for reasons directly and solely attributable to the Service Provider.
- xiv. The Security Services of the Service Provider shall be reviewed on regular basis or as decided by the company. The Service Provider shall be liable to penalty if the Security Services are found to be deficient, sub-standard and not as per the terms and conditions of the Agreement.
- xv. The Service Provider shall agree to remove from the site, whenever required to do so by the Authority, any employee considered by the company to be unsatisfactory or undesirable, within 24hrs.
- xvi. The service provider shall provide detailed Execution plan, Methodology within 1 week of signing of 'Agreement'.
- xvii. The service provider personnel shall not enter to university premises without valid service provider duty card.
- xviii. The Service Provider shall ensure hiring, training and administration of motivated and professional employees that meet or exceed the University expectations.
- xix. The Service Provider's staff appearance will be influential in creating a good image of WUS. Their appearance shall set a good example. The Service Provider shall ensure that guard personnel at all times present a neat and clean appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment.
- xx. All Security Guards assigned must be alert, punctual, physically fit, in good health, without physical/mental abnormalities/defects which could interfere with the performance of his/her duties including good vision without color blindness. They should possess good physique, necessary skills, knowledge, expertise and experience to satisfy the requirements of the security work involved. They should not be suffering from any contagious/major diseases.
- xxi. Duty time shall be 12 HRS/ in 2 Shift or 08 Hours/ in 3 Shift .



xxii. The age limit of security guard shall be from 35 to 48 years; Security Provider shall ensure Armed Security Guards as required by WUS.

xxiii. The Service Provider shall ensure that none of his personnel report in drunken state or consume drugs, prohibited substances, etc., while on duty.

xxiv. Security personnel shall, at all times, be polite, courteous, respectful and responsive to visitors, University officers/Staff members, other service providers etc.

xxv. No security personnel shall leave premises assigned, unless properly relieved by the next security personnel. The security posts/places shall not be left unmanned at any time during the period of the contract.

xxvi. If the assigned officer does not report on time the Contractor is required to send a replacement officer immediately, without jeopardizing the security.

xxvii. During non-operational hours, the Security Personnel will check all doors to ensure that they are locked, inspect all areas by turning on a minimum number of lights, check for open windows, running or dripping water.

xxviii. The Security Personnel shall take appropriate action to preclude or minimize loss and render reports of all incidents, accidents, property damage, and maintain all records in connection with the duties and responsibilities of the security force. They shall comply with inspection rounds requirements.

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

13. STATUS OF M/s SECURITY COMPANY LTD. M/s\_\_\_\_\_ Security Company Ltd is a bonafide limited company working for its own account and acknowledges that this agreement does not confer upon it, or upon any individual employed by it, the status of any employee of the UNIVERSITY or that of any of its officers nor grants it, or any individual employed by it, any benefits not specifically provided for herein.

14. SECURITY

The Security clearance of all the employees of Company who are assigned to provide services under this agreement shall be the responsibility of M/s\_\_\_\_\_ Security Company Ltd.

15. TAXES

Company shall be responsible for the taxes required to be paid by its under relevant law and for any necessary withholding of taxes from the salaries of employees of Security Company.

16. RESTRICTION OF ASSIGNMENTS TAKE OVER

a. M/s \_\_\_\_\_ Security Company Ltd 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 UNIVERSITY to terminate this agreement forthwith.

b. If Company shall make any arrangement with or assignment in favour of its creditors, or amalgamates with any other concern or is taken over, the UNIVERSITY shall be entitled to



terminate this agreement forthwith upon notice.

**17. DISPUTES**

All questions, disputes, controversies arising directly or consequent to this agreement except matters, which are the sole discretion of UNIVERSITY under the terms of this agreement, shall be settled by mutual negotiations. Should such negotiations fail, the matter, as specified herein before subject to said exception shall be referred to arbitration by two arbitrators, one to be appointed by Company and the other by UNIVERSITY and on their recommendations the third arbitrator will be appointed, to decide whose decision shall be final and binding and not challengeable in law.

**18. EFFECT OF AGREEMENT**

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

**19. TERMINATION OF AGREEMENT**

16 If M/s \_\_\_\_\_ Security Company breaches any terms and conditions laid down in this agreement and if such breach is not cured within thirty (30) days after receiving written notice from Women University, Swabi specifying such breach in reasonable detail, Women University, Swabi shall have the right to terminate this agreement by giving written notice thereof to the company, which termination shall go into effect immediately on receipt.

**20. MODIFICATION OF AGREEMENT**

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

**21. COVERING LAW**

- a. This contract agreement has taken place w.e.f. and will be in force for the period of one year.
- b. Both parties have rights to terminate the contract on one-month advance notice. In case the services are terminated without notice, second party will have to make the payment equivalent to one month's salaries of the guards.

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

Signed on behalf of Security Company Ltd

Registrar, Women University, Swabi

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

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

Office Seal: \_\_\_\_\_

Office Seal: \_\_\_\_\_

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

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

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

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



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

CNIC: \_\_\_\_\_

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

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

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

CNIC: \_\_\_\_\_

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

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

CNIC: \_\_\_\_\_

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

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

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

CNIC: \_\_\_\_\_

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