

**Bids Submission Through EPADS Only**

**Manual bids will not be considered**



## **BID DOCUMENTS**

**Hiring of Security Services Company for Sukkur IBA University, its campuses and IBA-Community Colleges & Schools**

**TENDER NO. PROC/EPADS/01/24-25**

### **Important Notes:**

1. Tender bids must be submitted electronically through EPADS, any clause in this tender document asking for manual submission must be replaced and read as “through EPADS”
2. Please attach a copy of Bid Security with the financial proposal through EPADS.
3. Only the Bid Security Pay Order in favor of Sukkur IBA University is to be sent in original to Additional Director Procurement, Sukkur IBA University, Nisar Ahmed Siddiqui Road, Sukkur on/before the last date & time for electronics bid submission through EPADS.
4. **Please sign and stamp each & every page of tender documents.**

For any query / confusion related to this bid documents, please contact in writing to following:

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Additional Director Procurement  
Sukkur IBA University  
Nisar Ahmed Siddiqui Road, Sukkur  
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## INSTRUCTIONS TO BIDDER

### 1. GENERAL

#### 1.1 Introduction

Sukkur IBA University intends to hire the services of well reputed Security Company for Sukkur IBA University, campuses, community colleges and schools.

#### 1.2 Scope of Work

1.1.2 Bidder would be hired as per evaluation criteria of this document to provide services as mentioned in **Annexure – C**. Successful bidder would enter in to a **Framework Contract** as per Rule- 15 (B) of SPPRA Rules (Amended to date).

1.2.2 Bidding shall be conducted under Rules 46 (2) "**Single Stage – Two Envelopes**" (Technical and Financial bids) procedure laid down in SPPRA Rules 2010 (Amended to date). The contract shall be awarded as per evaluation criteria mentioned in this document.

1.2.3 Bidders shall submit their bids with proper Indexing Table / Page Numbers and attach all the mandatory / required documents in Annex or Tagging format.

#### 1.3 Source of Funds

1.3.1 Sukkur IBA University has allocated funds towards cost of "**Hiring of Security Services Company**" from its own resources.

### 2. ELIGIBLE BIDDERS

The bids which meet the following minimum **ELIGIBILITY CRITERIA (MANDATORY REQUIREMENT)** would be declared responsive for further evaluation as per Evaluation Criteria specified in this bidding document. **Documentary Evidence must be attached in respect thereof:**

2.1. Original Tender Purchase Receipt / Pay Order of Tender Fee

2.2 Bidder should have a branch in Sukkur. Office details at Sukkur and all provincial headquarters (if any) with Phone Numbers /Addresses.

2.3 Copy of CNIC of signatory of the Bid Forms.

2.4 Bidder must be available on „**List of Active Tax Payers**“ of **FBR website** (for Income Tax).

2.5 Bidder must be available on „**List of Active Tax Payers**“ **SRB website** (for Sales Tax).

2.6 Valid registration with **SECP / Registrar of Firms**.

2.7 Valid certificate of Registration of **Employees Old-Age Benefit Institution (EOBI)**.

- 2.8 Valid Certificate of **Social Security Registration of Employees. Registration Certificate with SESSI.**
- 2.9 Valid membership with **All Pakistan Security Agencies Association (APSAA)**
- 2.10 Valid **No Objection Certificate (NOC)** of Ministry of Interior / Provincial Home Departments for providing security services in the country / Province.
- 2.11 Bidder's contract must not be pre-mature terminated through one month's notice by Sukkur IBA University.
- 2.12 **Reference Letters / Satisfactory Performance Certificate** from current employer(s) on their official letterhead duly signed and stamped by the **competent authority of the organization** showing that bidder is successfully providing the Security Services with **more than 200 guards at a time for a period of one year** during the last **three-year** ending on the deadline for bid submission.
- 2.13** Affidavit on Stamp Paper of Rs. 100/- as per Specimen give at **Appendix-I.**
- 2.14 Certificate on company's letterhead that if selected, the firm would deploy security supervisors / guards etc., which would be security-wise cleared by Ministry of Interior / Provincial Home Departments / Police.
- Non-compliance to the same may result in immediate termination of contract leading to forfeiture of performance security and blacklisting of firm as per Specimen at **Appendix-II.**
- 2.15 Duly signed and stamped Compliance Certificate as per the format given at **Annexure-B** of this document.
- 2.16 Duly signed and stamped Compliance to Scope of Work as mentioned vide **Annexure-C** of this document.
- 2.17 Duly signed and stamped certificate by company / undertaking on Rs. 100/- stamp paper by company as mentioned at **Annexure-G** of this document.
- 2.18 The filed Income Tax Return (ITR - FBR) for last three financial years as per **Annexure – H.**
- 2.19** Valid List of Client's details as per specimen given at **Annexure – I.**
- 2.20** Declaration of Weapon's Licenses as per **Annexure – J.**
- 2.21** Bidder / Company Profile / Details **Annexure – K.**
- 2.22** Undertaking / Certificate from firm that it has its own Armourer (Name / Office Card) which will check the weapons at least once in a month, after deployment of guards Specimen at **Appendix-V.**
- 2.23 Percentage of payment (tentative) to be paid to Security Guards out of total payment claimed by the Agency from Sukkur IBA University (attach progressive schedule month-wise for complete one year).
- 2.24 Bidder should have to provide full name & address of principal banker along with letter for confirmation that Sukkur IBA University can approach your bankers for financial references.

### **3. COST OF TENDERING**

- 3.1 The company shall bear all costs associated with the preparation and submission of its documents, while Sukkur IBA University, in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **4. CLARIFICATIONS OF TENDERING DOCUMENTS**

- 4.1 A prospective company requiring any clarification(s) may notify to Sukkur IBA University or an Officer authorized on its behalf in writing. The Sukkur IBA University or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before **05 working days** or more to the deadline set for the submission of bids. Copies of Sukkur IBA University response will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).

### **5. AMENDMENT OF TENDER DOCUMENT**

- 5.1 At any time prior to the deadline for submission of bids, the Sukkur IBA University may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective company, modify the tender document by issuing corrigendum / addendum.
- 5.2 Any corrigendum / addendum thus issued shall form eternal part of the tender document. To offer bidders a reasonable time frame in which to take a corrigendum / addendum into account in preparing their bids, the Sukkur IBA University may at its discretion extend the deadline for submission of bids.

### **6. LANGUAGE OF DOCUMENTS**

- 6.1 Bid Documents and related correspondence will always be in the English language.
- 6.2 The bid should have a covering letter on printed letterhead of the firm. All pages of the bid shall be initiated / signed and shall bear official seal of the person(s) authorized to sign/endorse.
- 6.3 All the relevant technical literature in English Language should be attached with the bid.

### **7. BID PRICE**

- 7.1 Price / bid offer should be quoted in Pak Rupees as per format given at **Annexure-F**.
- 7.2 The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.
- 7.3 The bid price should include all the government taxes, as per prevailing taxation rates of provincial / federal / local governments etc. (e.g., SST/GST, Income Tax, Withholding Tax etc.).
- 7.4 If there is no mention of taxes or calculation error, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or

reduction in the Income Tax / SST / GST or other taxes during the contract period shall be passed on to the Procuring Agency.

- 7.5 The price / bid offer shall be entered against each personnel / material / equipment for the whole duration of contract period.
- 7.6 The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price if required.

## **8. BID SECURITY / EARNEST MONEY**

- 8.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet in the shape of a Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee (**Annexure -D**) in favor of Sukkur IBA University issued by a scheduled bank in Pakistan valid for a period of 28 days beyond the bid validity period. The Bid Security shall be attached with the Financial Proposal. No interest will be paid on Bid Security. Photocopy of the Bid Security shall be attached with the Technical Proposal after hiding the amount.
- 8.2 Any bid not accompanied by an acceptable bid security shall be rejected by the Sukkur IBA University as non-responsive.
- 8.3 The bid securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid security whichever is earlier.
- 8.4 The bid security of the successful contractor will be returned only when the bidder furnishes the required Performance Security and signed relevant contract agreement.
- 8.5 The bid security / earnest money may be forfeited / confiscated:**
- i. If a bidder withdraws his bid during the period of bid validity.
  - ii. If the bidder does not accept the correction of his bid price.
  - iii. In the case of a successful bidder, if he fails to furnish the required performance security or sign the contract agreement.
  - iv. If the bidder fails to provide the requisite services.
  - v. If the bidder fails to fulfill the mandatory requirements upon which he has given certificates / affidavits etc.

## **9. VALIDITY OF BIDS**

- 9.1 All bids shall remain valid for **90 (ninety) days** from the date of opening of bids.

## **10. CLARIFICATIONS / CORRECTIONS OF BID**

- 10.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought offered or permitted.

10.2 Arithmetical errors will be rectified on the following basis:

- i. If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.
- ii. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

## 11. RESPONSIVENESS OF BIDS

- 11.1 The valid bid security / earnest money is submitted (**Copy of the requisite Bid Security without showing the rates must be attached with the Technical Bid**).
- 11.2 The bid is valid till required period.
- 11.3 The bidder had quoted all the items / services exhibited at **Annexure-F (Schedule of Requirement / BoQ)**.
- 11.4 The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 11.5 Compliance to all terms and conditions of tender document on specified formats.
- 11.6 The bidder is eligible for tendering and possesses the requisite experience.
- 11.7 The bid does not deviate from basic requirements.
- 11.8 Bidder meets the Eligibility Criteria mentioned at ITB 28.2 on Bid Data Sheet.
- 11.9 The bidder submitted all mandatory / requisite documents as mentioned in the tender document.
- 11.10 The bid is generally in order.

## 12. SUBMISSION OF BIDS

12. Bids should be submitted in accordance with SPPRA Rules 46 (2) Single Stage – Two Envelope Procedure electronically through EPADS ( E-Pak Acquisition & Disposal System)
  - (a) Initially, only the “TECHNICAL PROPOSAL” shall be opened;

- (b) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (c) No amendments in the technical proposal shall be permitted during the technical evaluation;
- (d) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance; and

12.2 The technical bid should contain all the relevant information and desired enclosures in the prescribed format. The financial Bid should contain only Financial Proposal and Bid Security. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.

12.3 Technical / Financial Bids should be submitted electronically through EPADS.

- i. Bids qualified by such vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly.
- ii. Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder’s performance of services. Bid against the Government Rules and Policies, Conditional Bid, Ambiguous Bid or incomplete Bid and Bid without Bid Security will be rejected. No supplementary or revised offer after the opening of bids shall be entertained.
- iii. In case of announcement of Public Holiday or any unfavorable circumstance, the bids will be opened on next working day. Other terms and conditions, venue and time for drop and opening will remain unchanged.
- iv. In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.

### **13. DEADLINE FOR SUBMISSION OF BID**

- 13.1 Bids must be received by the Procuring agency electronically through EPADS specified under ITB Clause 12.3 no later than the time and date specified in the Bid Data Sheet.

### **14. OPENING OF BID**

- 14.1 Procurement Committee will publicly open through EPADS the Technical Bids first at the date, time and place given in the NIT. After declaration of Technical Bid Results, Financial Bids of only Technically Qualified firms would be opened through EPADS publicly at time / date to be announced later.
- 14.2 The name of bidder, bid price and such other details as the committee at its discretion may consider appropriate, will be announced at the time of Financial Bid opening process.
- 14.3 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.
- 14.4 The Sukkur IBA University reserves the right to reject any one or all bids / proposals or scrap /cancel the tender as per relevant SPPRA Rules 2010 (Amended to date).

### **15. EVALUATION OF BIDS**

- 15.1 The bids not responsive to the MANDATORY ELIGIBILITY CRITERIA provided at Clause 2 and Responsiveness of Bid according to Clause 11 shall not be eligible for further Technical Evaluation.
- 15.2 The relevant Committee will evaluate and compare only the bids previously determined to be responsive submitted by an eligible bidder.
- 15.3 The bids shall be evaluated on complete package basis (all groups basis). The bids for partial / limited items / limited groups shall not be considered and rejected.
- 15.4 It will be examined in detail whether the security services offered by the company complies with the provisions of this tender document. For this purpose, the company's data will be compared with the tender document eligibility and evaluation criteria along with visit to company facilities / offices for physical inspection (if required).
- 15.5 It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no deviation / stipulation shall be taken by the company.
- 15.6 Technically qualified / successful bidder(s) / Tenderer(s) shall be eligible for Financial Proposal(s).
- 15.7 The Price evaluation will include all duties, taxes (Federal/Provincial/Local)

and expenses etc. In case of any exemption of duties and taxes made by the Government

(Federal/Provincial/Local), the contractor shall be bound to adjust the same in the Financial Proposal. The benefit of exemption from or reduction in the SST / GST / Income Tax during the contract period shall be passed on to the Sukkur IBA University.

15.8 Sukkur IBA University shall not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder.

15.9 Bidder shall be bound to produce the original documents for verification on the request of Sukkur IBA University. If bidder failed to produce the original documents within the prescribed time schedule their Bid will be rejected.

## **16. BID EVALUATION CRITERIA**

16.1 The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.

16.2 Bidders achieving a minimum **70% points/marks** will be considered only for further process besides compliance with all mandatory clauses. Documentary evidence must be attached in support of your claim.

S#	Evaluation Parameters/Sub-parameters	Maximum Points	
1.	<b>Year of Establishment</b>	<b>Max 7</b>	
1.1	Established during 2016-2020	<b>3</b>	
1.2	Established during 2011-2015	<b>5</b>	
1.3	Established during 2010 or early	<b>7</b>	
2.	<b>Existing Clients</b>	<b>Max 15</b>	
	<b>Clients from the following sectors</b> Satisfactory Performance Certificates from all such existing clients must be attached for points. <b>One (1) point for each client</b> as mentioned below		
2.1	<b>Government / Semi-Government clients</b> (1 point for each client – up to 03 points max)	<b>3</b>	
2.2	<b>Banks</b> (1 point for each client – up to 04 points max)	<b>4</b>	
2.3	<b>Embassies</b> (1 point for each client – up to 04 points max)	<b>4</b>	
2.4	<b>Large national / multi-national organizations registered with SECP</b> (1 point for each client – up to 04 points max)	<b>4</b>	
S#	Evaluation Parameters/Sub-parameters	Maximum Points	
03.	<b>Bidder's Past Performance – During Last 5 Years</b>	<b>Max 15</b>	
3.1	<b>Client's Satisfactory Performance Certificate</b> for providing the Services of <b>100 or more Security Guards</b> for a minimum period of 12 months, issued by Public and Private Sector Universities and/or Govt. / Semi Govt. organizations and/or large National / Multi-National organizations registered with SECP. 05 points for each certificate ( <b>Maximum 15 marks</b> )	<b>15</b>	
4.	<b>Human Resource / Total Number of Employees on Payroll of bidder (Supported with attested EoBI's most recent contribution payment slip)</b>	<b>Max 5</b>	
4.1	Above 50 Employees	<b>2</b>	
4.2	Above 100 Employees	<b>3</b>	
4.3	Above 200 Employees	<b>5</b>	

5.	<b>Weapon License Attested Copies of Licenses must be attached</b>	<b>Max. 15</b>	
5.1	Semi-Automatic 222 or 223 or 5.56 Bore 1 mark for each License ( <b>Maximum 10 marks</b> )	<b>10</b>	
5.2	Semi-Automatic MP5 of .32 Bore / .30 Bore 1 mark for 5 Licenses ( <b>Maximum 5 marks</b> )	<b>5</b>	
6.	<b>Relevant &amp; Valid ISO Certification</b>	<b>Max 3</b>	
6.1	Yes	<b>3</b>	
6.2	No.	<b>00</b>	
7	Number of Ex-Army Guards ( Retired within last 1-2 years )	<b>10</b>	25% of the total requirement of Security Guards be from Ex-Army (Retired within the last 1-2 years)
8	Number of Ex-SSG Guards/Commando (Retired within last 1-2 years)	<b>10</b>	
9	Total Number of Trained Security Guards	<b>5</b>	100% of Required Security Guards & Supervisors be trained
10	Security Services Company office in Sukkur	<b>5</b>	
11	<b>Average Annual Turnover during the last 03 fiscal years</b>	<b>Max. 10</b>	
11.1	Above PKR 150 million	<b>5</b>	
11.2	Above PKR 200 million	<b>10</b>	
<b>Total Points:</b>		<b>100</b>	

## **17. REJECTION / ACCEPTANCE OF BID**

- 17.1 A bid determined as non-responsive will be rejected and will not be made responsive by the bidder by correction of the non-conformity.
- 17.2 The bid shall be rejected if:
- i. it is substantially non-responsive in a manner prescribed in this tender document; or
  - ii. it is against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.; or
  - iii. bidder has conflict of interest with the Sukkur IBA University; or
  - iv. bidder engages in corrupt or fraudulent practices in competing for Contract award; or
  - v. bidder tries to influence the bid evaluation / Contract award; or
  - vi. bid submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
  - vii. unsigned, incomplete, partial, ambiguous, conditional, alternative, late; or
  - viii. subjected to interlineations / cuttings / corrections / erasures / overwriting; or
  - ix. any bidder encloses the financial bid within the technical bid, the same shall be rejected, as bids are invited according to the Single Stage – Two Envelope Procedure in accordance with sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended to date). In case; or
  - x. qualified by vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly; or
  - xi. without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
  - xii. bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-2), and eligibility criteria mentioned at ITB 28.2 on Bid Data Sheet page # 20
  - xiii. bids submitted for partial / limited services / items as specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ; or
  - xiv. bid submitted with shorter bid validity period; or
  - xv. bidder fails to meet the minimum evaluation criteria requirements; or
  - xvi. bid not accompanied by the Bid Security (Earnest Money) of required amount and form; or
  - xvii. bidder refuses to accept the corrected Total Bid Amount / Price; or
  - xviii. the Bidder has been blacklisted by any public or private sector organization; or
  - xix. bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or
  - xx. rates quoted by bidder are not workable (not meeting the requirements of minimum wages, Income Tax, Sales Tax, EOBI, SESSI, Gratuity etc.), or on higher side etc.

## **18. PROCESS TO BE CONFIDENTIAL**

- 18.1 No company shall contact Sukkur IBA University on any matter relating to its tendering process from the time of opening to the time of tendering announcement.
- 18.2 Any effort by a bidder to influence Sukkur IBA University in the evaluation, comparison or selection decision may result in the rejection of its bid.

## **19. COMPLIANCE CERTIFICATE**

- 19.1 The company should agree with the terms and conditions as mentioned in **Annexure – B**.

## **20. AWARD CRITERIA**

- 20.1 Subject to Clause 21, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

## **21. PROCURING AGENCY’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 21.1 The Procuring agency reserves the right to accept or reject any bid, as per Rule 25 of SPPRA Rules 2010 (Amended to date) and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency’s action.

## **22. PROCURING AGENCY’S RIGHT TO VARY QUANTITIES**

- 22.1 The Procuring agency reserves the right to increase and/or decrease the quantity and/or drop the any or multiple services(s) originally specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ without any change in unit price or other terms and conditions during the contract period.

## **23. REQUIREMENT / FORMAT OF BID**

- 23.1 All bidders shall quote their firm and final rates including all the taxes, duties, levies etc. on the format given at **Annexure – F** and attach the requisite Bid Security / Earnest Money in the form of a Pay Order / Demand Draft / Bank Guarantee as per this Tender Document requirement / obligations.

## **24. ALTERNATIVE BIDS**

24.1 Alternate Bids shall not be allowed, if any bidder elects to submit alternative bid(s) / proposal(s), both bids viz. ORIGINAL and ALTERATIVE will be rejected straightaway.

## **25. NOTIFICATION OF AWARD OF CONTRACT**

25.1 Prior to expiration of the bid validity period or extended bid validity period, Sukkur IBA University will notify the successful bidder in writing about the acceptance of the offer delivery by hand or by registered letter or by Courier or by email. The notification of award will constitute the formation of the contract.

## **26. PERIOD OF CONTRACT**

26.1 Initially contract shall be signed for a period of one year (12 months), however, Sukkur IBA University at its own discretion can extend the contract for a further period of twelve (12) months or till the finalization of next tender. The contractor shall be bound to provide the goods & services for extended period without change in rate and other terms & conditions.

## **27. CONTRACT AGREEMENT**

27.1 Subject to the fulfillment of all codal formalities, the Sukkur IBA University will award the contract to successful bidder whose bid has determined to be qualified to perform the contract satisfactorily. Both parties i.e. Sukkur IBA University and Bidder will sign the Contract Agreement on the stamp paper.

27.2 Sukkur IBA University reserves the right to cancel the agreement with or without giving notice (depending on nature of violation of contract agreement) and forfeit Security Deposit / Performance Bond and any amount due to the Contractor/Agency. The Contractor / Agency shall reproduce draft contract agreement provided by Sukkur IBA University on stamp paper with stamps affixed of the value equals to the prevailing Government rules / rates.

27.3 The Contractor / Agency shall not alter/add/delete any article, clause or chapter of the draft contract agreement. However, the Service Provider may rephrase any clause, article or chapter with the consent of the Sukkur IBA University for the purpose of clarity, legality, or otherwise except where scope of work, terms & conditions, and service charges is not adversely affected against the Sukkur IBA University.

27.4 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Sukkur IBA University.

## **28. PERFORMANCE SECURITY**

28.1 The Successful bidder shall submit the Performance Security / Guarantee in the amount specified in the Bid Data Sheet in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favor of Sukkur IBA University issued by a scheduled bank in Pakistan valid for a period of ninety (90) days beyond the date of completion / expiry of the contract. No interest will be paid on Performance Security.

## **28.2 FORFEITURE OF PERFORMANCE SECURITY**

- (a) In the event of failure to provide services as per Contract Agreement / Work Order within the stipulated period, the security deposit may be forfeited.
- (b) In that event, acquiring of the said services may be taken from the next lowest bidder vide the same Work Order at contractors' risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors.
- (c) If any equipment / instrument or property of Sukkur IBA University is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.

28.3 Refund of Performance Security: After successful completion of services in contractual period, performance security will be refunded within the six months if not extended for further period.

## **29. CANCELTION OF CONTRACT**

29.1 If the successful bidder fails to provide the satisfactory services, the Sukkur IBA University shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The Sukkur IBA University shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

## **30. TERMINATION FOR DEFAULT**

30.1 Sukkur IBA University without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor, may terminate this Contract in whole or in part:

- (a) if the contractor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Sukkur IBA University; or
- (b) if the contractor fails to perform any other obligation(s) under the Contract.
- (c) if the contractor, in the judgment of the Sukkur IBA University has engaged in corruptor fraudulent practices in competing for or in executing the Contract.

12 For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

### **31. FORCE MAJEURE**

- 31.1 The contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Sukkur IBA University in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the contractor shall promptly notify the Sukkur IBA University in writing of such condition and the cause thereof. Unless otherwise directed by the Sukkur IBA University in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **32. TERMINATION FOR INSOLVENCY**

- 32.1 Sukkur IBA University may at any time terminate the Contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Sukkur IBA University.

### **33. TERMINATION FOR CONVENIENCE**

- 33.1 The Sukkur IBA University, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Sukkur IBA University’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

### **34. RESOLUTION OF DISPUTES**

- 34.1 In the case of a dispute between the Sukkur IBA University and the Contractor, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules, 2010 (Amended to date).

### **35. GOVERNING LANGUAGE**

- 35.1 The Contract shall be written in the ENGLISH language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.

### **36. APPLICABLE LAW**

The Contract shall be governed by the Laws of Pakistan and the Courts of Sukkur - Pakistan shall have exclusive jurisdiction.

## BID DATA SHEET

The following specific data for the goods / services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>ITB 1.1</b>	<b>Name and address of Procuring Agency:</b> Sukkur IBA University, Nisar Ahmed Siddiqui Road, Sukkur
<b>ITB 1.2</b>	<b>Name of Contract:</b> <b>Hiring of Security Services Company</b>
<b>ITB 4.1</b>	<b>Postal Address:</b> Sukkur IBA University, Nisar Ahmed Siddiqui Road Sukkur -65200. Phone: (9271) 564 4142 Fax No: (9271) 580 4419 Email: hari@iba-suk.edu.pk
<b>ITB 6.1</b>	Language of the bid shall be ENGLISH.
<b>ITB 7.1</b>	The price quoted shall be in <b>Pakistani Rupee</b>
<b>ITB 7.2</b>	The price shall be fixed during the contract period.
<b>ITB 8.1</b>	Amount of bid security <b>should be 1% of the total quoted amount</b>
<b>ITB 9.1</b>	Bid validity period shall be <b>90 days</b>
<b>ITB 13.1</b>	<b>Deadline for bid submission:</b> As notified in the NIT.
<b>ITB 14.1</b>	<b>Date, Time and Place of Bid Opening</b> As notified in the NIT
<b>ITB 28.1</b>	Amount of Performance Security <b>shall be 1% of the total quoted amount.</b> <b>Bid Security of successful bidder may be retained as performance security.</b>
<b>ITB 28.2</b>	<b>Eligibility Criteria</b>
i).	The bidder must have at least 3 years of experience in the relevant field
ii).	Details of turn-over (Including in terms of Rupees) of at least last three years that average turnover of last three years should be equal to or twice of the estimated cost of this tender .
iii).	Registration with FBR and SRB and must have valid professional Tax Certificate issued from Government of Sindh.
iv).	Affidavit confirming that the firm is not black listed by any Government, Semi Government or Autonomous Bodies on non-judicial stamp paper.
v).	Bidder's contract must not be pre-mature terminated through one month notice by Sukkur IBA University.

**TECHNICAL PROPOSAL SUBMISSION FORM**

To (Name and address of Client / SIBAU

[Location, Date]

Dear Sir,

We, the undersigned, offer to provide **the (insert title of assignment)** in accordance with your IFB / NIT / Tender Document No. **(insert number) dated (insert date)** and our Proposal. We are hereby submitting our Proposal, which includes the Technical and Financial Bids sealed in one envelope.

Having examined the bidding documents including Addenda / Corrigendum Nos. **[insert numbers & Date of individual Addendum / Corrigendum]**, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the SERVICES / GOODS under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to these Bidding Documents.

We undertake, if our bid is accepted, to deliver the Services / Goods in accordance with the delivery schedule specified in the schedule of requirements. If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents. We agree to abide by this bid, for the Bid Validity Period specified in the Bid Document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We confirm that we comply with the eligibility requirements of the bidding documents.

We also confirm that the any Government organization (Federal / Provincial / Local) has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

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

***Authorized Signature [In full and initials]:***

***Name and Title of Authorized Signatory:***

***Name of Bidder:***

***Stamp / Seal:***

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To (Name and address of Client / Competent Authority (SIBAU))

Dear Sir,

We, the undersigned, offer to provide the **(Insert title of assignment)** in accordance with your IFB / NIT / Tender Document No. **(insert number)** dated **(insert date)** and our Technical Proposal. Our attached Financial Proposal is for the sum of **(insert amount in words and figures)**. This amount is inclusive of all taxes, duties, levies, Cess, Octori etc.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Bid / Proposal and Contract execution

We also declare that the any Government organization (Federal / Provincial / Local) has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

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

***Authorized Signature [In full and initials]:***

***Name and Title of Authorized Signatory:***

***Name of Bidder:***

***Stamp / Seal:***

**GENERAL COMPLIANCE CERTIFICATE**

**DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS**

**(On PKR 100/- Stamp Paper)**

*[Location, Date]*

To: *[Name and address of Employer]*

Re: Tender Reference NO. \_\_\_\_\_, Dated \_\_\_\_\_,  
“HIRING OF SECURITY SERVICES COMPANY”.

I/we carefully gone through the Terms & Conditions as mentioned in the above referred SIBAU Tender document. I/we declare that all the provisions of this Tender are acceptable to my company. I

/we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully

*Authorized Signature [In full and initials]:*

*Name and Title of Authorized Signatory:*

*Name of Bidder:*

*Stamp / Seal:*

## SECURITY COMPANY’S SCOPE OF WORK

1. **Aim:** To establish foolproof security arrangements to ward off any subversive / untoward incident. The following are the scope of work to be performed if hired for provision of security services for Sukkur IBA University, its campuses, community colleges & schools.

(a). **SECURITY GUARDS**

- i. The company shall provide Security Guards at designated location(s) to provide security cover, and also Security Guards with Automatic / Semi-automatic / rapid-fire weapon as per given schedule of duty timing.
- ii. The company shall provide and ensure that each guard on duty has received and understood written instructions of basic duties and has the following in his possession.
  1. Company card and copy of Computerized National Identity Card (CNIC).
  2. Torch for guards on evening and night duties
  3. Standard Uniform.
  4. Weapon(s) with ammunition of agreed kind and quality to be provided only to the relevant security guard as per the requirement / request of Sukkur IBA University.
- iii. The Guard will be called “**Standing Security Guard**” and will remain alert, patrolling and vigilant throughout their duty hours, and any mishap will be the responsibility of the company under all circumstances.
- iv. The company shall be bound to execute the directives of the Sukkur IBA University’s Standing Security Orders, which will be conveyed to the company through Email, WhatsApp message / SMS or Letter etc.
- v. The company shall be responsible to provide satisfactory services at all key points at required locations’ premises with the following conditions:
  - a. The company shall maintain extra guards to be readily available with the company as the substitute for the supervisors/Guards who become absent /short/sick at the company’s own enrollment for which the SIBAU Management will not make any extra payment.
  - b. The company shall deploy energetic, smart and healthy, well trained ex-armed forces personnel (preferable) or well-trained civilians with perfect turnout, smart uniform and fully competent to meet security requirements / demands at sensitive/vulnerable points in consultation with the security in charge of the Sukkur IBA University Management designated for the purpose.

- c. Upon unsatisfactory performance of the supervisor/guards as determined by the Sukkur IBA University Management, the contract agreement shall be terminated by giving one month's notice to the Security Company. Unsatisfactory performance includes:
- Unable to provide the desired number of security guards/supervisors / lady searchers.
  - Absence of security guard(s) from duty
  - Non-attendance of office on scheduled/prescribed time.
  - Casual performance of duty by guard(s)
  - During the period of the agreement, the responsibility of any loss and damage due to unsatisfactory performance of the security company.
  - Non-reporting of major incidents to Sukkur IBA University management that occurs in the Sukkur IBA University, its campuses, community colleges & schools premises.
- d. Daily attendance shall be marked as per the approved attendance system of the SIBAU. Security Company head office shall also submit the Daily Attendance Sheet. Month wise bill be submitted to SIBAU, on 1<sup>st</sup> week of every month regularly.
- e. The guard services must be on shift basis according to labor laws each day with different guard at each shift shall be provided by the company to Sukkur IBA University, its campuses, community colleges & schools.
- f. The company of active performance of duties by the security guards and working of mechanical security system round the clock, seven days a week even on holidays and shall maintain **a supervisory network of its own** to ensure presence.

**(b). Mechanical Security System:**

- i. The company shall provide **“Hand-Held Metal Detectors”** wherever required by Sukkur IBA University.
- ii. The company shall provide **“under carriage Car-Search Mirror”** wherever required by Sukkur IBA University.
- iii. The company shall provide **“Walk through Gate”** if required by Sukkur IBA University.
- iv. The company shall utilize already available CCTV cameras, monitors and DVRs wherever required by Sukkur IBA University.
- v. The company shall provide communication in shape of **“Walkie Talkies intercommunication system”**, wherever required by Sukkur IBA University.
- vi. The company shall provide and install the equipment mentioned at serial No i, ii, iii, and v from the first day of this agreement, if required by SIBAU, till its end /termination, whichever occur earlier.

- vii. The company shall provide its above listed equipment in good quality and condition and ensure its proper activation / operation throughout the period of contract agreement.
- viii. The ownership of the company's above listed equipment shall rest with the company. However, it shall not be replaced after its installation from the location without the prior written approval of the Sukkur IBA University Management.
- ix. During the period for which the equipment is taken out for repair or replacement, the company shall provide its replacement of the same nature, quality and condition, without affecting security services. However, upon termination of this agreement, the company shall be permitted to remove all its apparatus /equipment installed in the premises.
- x. The company shall ensure activation of the equipment round the clock, seven days a week, without any interruption.
- xi. The possible use of Hand-Held Metal Detector, Car search mirrors, walk through gates and walkie-talkies, will be defined in a mutually agreed Standing Operation Practices to be devised at each location.
- xii. The company shall be responsible for the maintenance of its equipment.
- xiii. The Sukkur IBA University Administration shall provide adequate space, light and power at the premises for installation and operation of the equipment.
- xiv. The company shall be responsible for proper and effective use of Mechanical Security Systems.
- xv. The company shall comply with all the instructions as and when given by the Sukkur IBA University Management regarding services and use of all equipment.
- xvi. The company shall be responsible to provide **“Walk Through Security System”** and central alarm service, as and when / wherever, required by Sukkur IBA University.

## **2. The guard's duties shall inter Alia include the following**

- 2.1 Prevention of entry into offices /installation premises trusted in the charge of the company, of any person not authorized by SIBAU Management or any person who lacks proper identification or intrudes the secured premises.
- 2.2 Prevent pilferage of items /equipment/property belonging to SIBAU from the premises placed under the charge of the company as per written instructions issued by the authorized officer of the Sukkur IBA University Management. Proper inventory list will be prepared and checked by both the parties or any part of property will not be removed without a proper gate pass.

2.3 Inform concerned authorized officer of the Sukkur IBA University Management promptly and accurately, of any occurrence detrimental to the security of the installation premises and property of the SIBAU placed under charge of the company.

**2.4 To take proper action in case of emergencies like:**

- i. Fire, rising of alarm and proper 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, SIBAU security incharge and Security Company's head office for appropriate action.
- iii. Law and order situation will be promptly reported to the local police station, SIBAU Security incharge and the security company head office of the company for appropriate action. All entry points shall be closed under such situation.
- iv. Provide medical assistance to SIBAU Management to any person injured in the premises. The provision of medical coverage and its cost shall be borne by SIBAU, in case, if the negligence is in part of the SIBAU.
- vi. To carry out daily checking of all security lights, entry points and locked premises for their effectiveness after office hours or on closed holidays.
- vii. Patrolling/picketing the installation as per specific written orders peculiar to the installation prepared by the company and approved by the SIBAU Administration.
- viii. To properly brief the relieving guard, about any situation concerning the security.

2.5 Security guards must have undergone, Fire Fighting Trainings and elimination of the subversive activities (bidder is bound to provide the training certificate on the demand of SIBAU). Further coordination with concerned secret agencies; special police, local police and civil defense authorities will be done at site and to take immediate remedial measures.

2.6 The guard shall perform duties including security of SIBAU personnel, installations, its property and fire fighting in any eventuality of a fire disaster or any other likely attack by the human being or group of human beings.

2.7 During the validity of the contract agreement, in case damage occurs to the property or personnel of the SIBAU and due to outbreak of fire or any other eventuality caused by the negligence of the security guards, the company shall be wholly responsible and liable for paying for such losses occurred to SIBAU, as a result of their negligence, to be decided by a committee consisting of representatives, in equal number of both the parties, which will decide the matter after considering the following:

- i. Negligence of security guards amounting to an act of omission or commission as a result to which loss occurs as enlisted in the indemnity clause.

- ii. Negligence of guards in case of the fire, or other disaster, which is caused by any act omission and commission of security guards.
- iii. Any fire/disaster, which erupts from outside as a result of any calamity and accident and is beyond the control of security guards, will not fall under the indemnity clause.
- iv. The Company shall notify its representatives who will be contracted for immediate replacement in the event of unsatisfactory performance of deputed personnel.

### **3. PENALTY**

- 3.1 The Security Company is bound to provide guards on every cost for sensitive areas, in case of any loss due to lapse Security Company will be held responsible.
- 3.2 In case of any damage/loss to Sukkur IBA University, its campuses, community colleges and school's due to Security lapse herewith for determination of liability a committee constituted by the management having representation from Security Company will investigate the matter and fix the responsibility. The recommendation of the committee shall be a binding on the company to pay the losses.
- 3.3 In case of any theft/damage at go down premises, the security company will be held responsible to pay the entire losses to the Sukkur IBA University as determined by the Committee constituted by the Competent Authority.
- 3.4 Overage and underage guards will not be accepted for duty and no salary shall be paid for them.
- 3.5 In case of placement of inefficient guard/placement of, lethargic guards, guards without proper uniform, SIBAU reserve the rights to impose penalty up to Rupees 500/-.

**4. Requirement.**

Security Guards will work according to the table provided below by the authorized officer of SIBAU at designated location(s). This could be adjusted according to the future requirements of the university.

**Security Guards Requirement**

Sr. No.	Location	Day Guards	Night Guards	Total Required
1.	Sukkur IBA Main Campus & Hostels (including three lady security guards for day shift only)			105
2.	IBA Community College Khairpur			8
3.	IBA Public School Ubauro			4
4.	IBA IET Khairpur	03	03	6
5.	IBA Community College Jacobabad			3
6.	IBA Community College Naushero Feroze			7
7.	BBSIMS Dadu			19
8.	IBA Kandhkot Campus			2
9.	IBA Shikarpur School			8
10.	IBA Mirpur Khas Campus	04	04	08
11.	Other Sukkur IBA University 'Sub-Campuses/ IBA-Community Colleges/Schools added from time to time ( As per need )			As Per Need
Total Guards Required				170

**Security Supervisors Requirement**

Sr. No.	Locations	Supervisors Required Total
1	Sukkur IBA University Main Campus at Sukkur	3

- 4.1 The contractor shall be responsible to provide satisfactory services at locations mentioned by deploying energetic, and healthy, well-trained workers with approved uniform.
- 4.2 In case of any dispute between guard/workers and the contractor the matter shall be, referred to the Registrar for arbitration whose decision shall be final.
- 4.3 Undisciplined guards and/or guards involved in immoral activities will not be allowed to serve at the locations mentioned.
- 4.5 Contractor will be bound to change the guards who will be unwanted by the SIBAU management immediately.

**4.6 The Employees will work according to Government rules / policy.**

- i. The services to be provided by the contractor must be according to labor laws.
- ii. Child labor rules and basic human rights will not be violated by the Contractor.
- iii. Age of worker shall not be less than 18 years.
- iv. Contractor shall be bound to provide the sanctioned strength of Guards at all-time even **on holiday**.
- v. Contractor shall be bound to pay the minimum salary to its employees working at the locations mentioned as per the prevailing rates fixed by the Provincial Government.

**5. Confidentiality:**

- 5.1 The company shall ensure that all employees performing, the services shall not any time during the validity of the contract agreement or thereafter, will not disclose any information whatsoever, to any person, as to be affairs of the SIBAU or its personnel and as to any other matter, which may come to their knowledge by reason of performance of the services. If in the opinion of the SIBAU Management, there has been any such disclosure the person concerned shall immediately be dismissed from the service of the company and other necessary action shall also be initiated with the consultation of SIBAU management.

**6. Responsibilities of the Company:**

- 6.1 In addition to the services to be performed by the company specified above, the company shall provide at additional cost to the SIBAU such supervision of its employees as in necessary to adequately fulfill its obligation.
- 6.2 The company is responsible for ensuring that all its employees performing the services are physically and mentally fit, have no communicable disease and are in good health in all respects to perform the duties.
- 6.3 The Company is an independent contractor and accordingly is fully responsible for any accident or injury to its personnel or caused by its

personnel and agrees that neither the SIBAU nor any of its personnel shall be held liable for either of the above in any manner.

- 6.4 The personnel of the company shall not in any manner indulge in any unionism nor have any linked activity with SIBAU employees.
- 6.5 The company is responsible for recruitment, discipline and all other service matters of its employees. They shall not in any case communicate with the SIBAU management regarding their service matters that is the sole responsibility of the company.
- 6.6 The SIBAU may refuse to accept services from any of the employees of the company, whose work has been found unsatisfactory or not in the accordance with the requirements of this document.
- 6.7 The company shall be responsible for the deployment of security guards at all vulnerable points as per the agreement. However, for any new site, for which order of deployment will be issued by SIBAU management, the company shall be responsible to deploy security guards and install the security system after the issuance of work order within seven days. In case of delay, if any incident takes place, it shall be covered under the indemnity clause.
- 6.8 The Security Company will use its own frequency for communication (Walkie-Talkies) to the locations.

## **7. Restriction of Assignment / Take over**

- a) The company shall not assign or sub-contract any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contacting by the company shall entitle the SIBAU to terminate its services forthwith.
- b) If the company makes any arrangement with or assignment in favor of its creditors or amalgamates with any other concern or his taken over, the SIBAU shall be entitled to terminate its services forthwith.

***Authorized Signature [In full and initials]:***

***Name and Title of Authorized Signatory:***

***Name of Bidder:***

***Stamp / Seal:***

**FORMAT OF BANK GUARANTEE.  
BID SECURITY**

Bank Guarantee No.: \_\_\_\_\_  
Dated of issue: \_\_\_\_\_  
Valid upto: \_\_\_\_\_  
Value (Rs.): \_\_\_\_\_

To: [Name & Address of the Procuring Agency]

Dear Sir,

WHEREAS M/s. \_\_\_\_\_ (hereinafter called the Bidder) have requested us through \_\_\_\_\_ Bank Ltd., to furnish Bid Security by way of Bank Guarantee in your favor in the sum of \_\_\_\_\_ (IN FIGURE) \_\_\_\_\_ (IN WORDS) against your tender Notice No. \_\_\_\_\_ dated \_\_\_\_\_ for Hiring of Security Services Company.

**WE HEREBY AGREE AND UNDERTAKE:**

- c. To make unconditional payment \_\_\_\_\_ to you on demand without further question or reference to the Bidder in case of withdrawal or modification of bid or any default or non-execution of the Contract or refusal to accept order by the Bidder from the date of opening of bids until the expiry of the validity of their offer.
- d. To keep this guarantee in full force from (date) \_\_\_\_\_ up to \_\_\_\_\_ (date) \_\_\_\_\_ the date until which the Bidder offer is valid.
- e. To extend the period of guarantee if such extension be necessary beyond the date stated in Para (ii) and as so desired by the Bidder. Any claim arising out of this guarantee must be lodged with this Bank within the period the guarantee is valid and before the date of its expiry. After this date the guarantee will be considered null and void and should be returned to us.

Yours faithfully,

Name of the Bank: \_\_\_\_\_  
Authorized officer's Signature & Seal: \_\_\_\_\_

**FORMAT OF BANK GUARANTEE.  
FOR PERFORMANCE BOND**

Bank Guarantee No.: \_\_\_\_\_  
Dated of issue: \_\_\_\_\_  
Valid upto: \_\_\_\_\_  
Value (Rs.): \_\_\_\_\_

To: [Name & Address of the Procuring Agency]

Whereas [**Name of Bidder**] (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. [**number**] dated [**date**] to supply [**description of services**] (hereinafter called "the Contract").

And whereas it has been stipulated in the said Contract that the Bidder shall furnish to the Sukkur IBA University with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as Security for compliance with the Bidder's performance obligations in accordance with the Contract.

And whereas we have agreed to provide a Guarantee: for the said Bidder

Therefore, we hereby unconditionally and irrevocably guarantee, on behalf of the Bidder, up to a total of [**Amount of the Guarantee in Words and Figures**] and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without requiring the Sukkur IBA University to initiate action against the Bidder and without cavil or argument any sum or sums within the limits of **Amount of Guarantee**] as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for one month after the completion of contractual obligations by the Bidder to the Sukkur IBA University for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Yours faithfully,

Name of the Bank: \_\_\_\_\_  
Authorized officer's Signature & Seal: \_\_\_\_\_

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

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

Sworn & Sign before me

This day of .....

# **FORMAT FOR QUOTING OF RATES**

## **IMPORTANT NOTE**

1. Contractor shall be bound to pay the minimum salary to its employees working at SIBAU as per the prevailing rates of the Labor & Human Resource Department, Government of Sindh and Sindh Minimum Wages Act (Amended to date)
2. The guards' services must be on shift basis according to labor laws.
3. The security services must be available at designated locations of Sukkur IBA University round the clock i.e., 24 hours x 7 weeks and 365 days a year or as per the approved requirement of respective location:
4. Sukkur IBA University reserves the right to decrease or delete the quantities of requisite services and also reserves the right to increase / enhance the quantity of the requisite services without any change in unit price or other terms and conditions at any time during the contract period.

## Bill of Quantities/Requirement

Sukkur IBA University, Campuses, Community Colleges & Schools  
SUPERVISORS & SECURITY GUARDS

S#	Particulars	Required Quantity
1.	2.	3.
1.	<b>Trained Supervisor</b> With 9mm Pistol with 2 loaded magazines Preferably Ex-Employee of Armed Forces(NCO) /Rangers /Police Force Age 35 years to 55 years	3
2.	<b>Trained Security Guard</b> With 9mm Pistol with 2 loaded magazines Preferably Ex-Employee of Armed Forces(NCO) /Rangers /Police Force Age 35 years to 55 years	170

Note: The actual number of security guards and supervisors may vary significantly as per change in the requirement from time to time. Training certificate will be required.

S.N	Particulars	Trained Guard (Value In PKR)	Trained Supervisor (Value in PKR)	Remarks
1	Sindh Minimum Wage Rate	37,000	37,000	Minimum payment to security guards & supervisors per month by security service provider.
2	EOBI Contribution Payment by Security Services Provider	1,850	1,850	5% of the minimum wage fixed by the relevant authority, payment to EOBI department by security services provider.
3	SESSI Contribution Payment by Security Service Provider	2,590	2,590	7% of minimum wage fixed by the relevant authority, payment to SESSI department by security services provider.
4	<b>Amount of reimbursement to security service provider for each security guard &amp; supervisor. (SUM OF SERIAL 1 + 2 + 3)</b>	<b>41,440</b>	<b>41,440</b>	<b>Per month security guard, supervisor, mandatory payments by the security service provider to relevant authorities as above mentioned.</b>
5	Service fees by security services company for providing security services			Include services, dress to guards/supervisors, weapons, training, Medical fitness/Vaccination etc.
6	Sindh Sales Tax (SST) on security services (Reduced Rate: 10%)			
7	<b>The total amount includes reimbursement to the security service provider, service fees, and SST on service fees (SUM OF SERIAL #: 4 + 5 +6)</b>			
8	Number of security guards and Supervisors	170	3	
9	<b>Total Bid Amount Per Month ( Including all taxes, Sindh Minimum Wage, EOBI, SESSI, etc.)</b>			
10	<b>Total Bid Amount for the year ( Including all taxes, Sindh Minimum Wage, EOBI, SESSI, etc.)</b>			
<b>Note</b>				
1. As per verdict of honorable Sindh High Court, the withholding of income tax shall apply solely to the service fee component inclusive of Sindh sales tax. No withholding shall be applicable on the reimbursement amount which will be made to security service provider.				
2. As per verdict of honorable Supreme Court, the sales tax on services can only be levied on consideration paid for service provided or rendered. Therefore, the withholding of Sindh sales tax shall be made in accordance with Sindh sales tax on service special procedure (withholding) rules 2014 (amended up to 1st July 2024).				

## **Important Terms & Conditions**

- Prevailing Sindh Minimum Wage Rate (Announced by the Sindh Government) Payment throughout the contract validity period to Guards & Supervisors, Payment of EOBI Contribution & SESSI Contribution to concerned departments compliance is mandatory of all these payments.
- Financial Bid will be evaluated based on the Service Fees quoted by Security Services Company (Variable Amount) quoted by the bidders, as fixed part (Sindh Minimum Wage, EOBI Contribution, SESSI Contribution) will remain same for all.
- All employees who are engaged as a security guard/supervisor must be insured with SESSI and registered in EOBI.
- Monthly evidence for payment of Sindh minimum wage rate, EOBI, and SESSI shall be submitted to the office of Registrar Sukkur IBA University on a monthly basis otherwise next payment shall be withheld.
- Security Guards/Supervisors who are deployed against this tender must be completed with all codal formalities which are defined by the concerned department. No guard/supervisor shall be deployed without codal formalities.
- Disbursement of Sindh minimum wage rate payment to security guards/supervisors must be through bank transfer in their bank account or through easy paisa/ jazz cash and evidence to be submitted to Registrar Sukkur IBA.
- The actual required number of security guards and supervisors may vary significantly as per change in the requirement from time to time.
- The evidence of training of guards & supervisors, medical fitness/vaccination certificate, experience certificates of guards & supervisors, details of weapons, security clearance certificate by the Home Department and license of security services company will be required.
- Successful bidder will ensure timely payment of salary to guards & supervisors, provided to Sukkur IBA University, under with reference to this tender before the 5th of next month for the last month services rendered every month during the entire validity period of the contract. The successful bidder will not wait for the payment from Sukkur IBA University in this regard. Any delay beyond the 5th day of the next month will be penalized by Sukkur IBA University at the rate of Pak Rupees 5000 (five thousand) per day. Frequent delays in payment of salaries to guards/supervisors or delays beyond eight days may warrant termination of the contract.

**I. WALKIE-TALKIE SYSTEM (If required)**

**Please quote separately, if required, what will be charges**

<b>S#</b>	<b>Particulars</b>	<b>Monthly services charges for each</b>	<b>Required Quantity</b>	<b>Total Monthly Service Charges</b>
<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>4.</b>	<b>5. (3x4)</b>
<b>1.</b>	Walkie -Talkie (Best quality) <b>As per PTA approved standard and specifications</b>			
<b>2.</b>	Base Set <b>As per PTA approved standard and specifications</b>			
<b>MONTHLY CHARGES (IN PAK RS.) Including all the taxes</b>				
<b>TOTAL CHARGES FOR 12 MONTHS (IN PAK RS.) Including all the taxes</b>				
<b>GRAND TOTAL FOR 12 MONTHS (IN PAK RS.) Including all the taxes (I + II)</b>				
<b>(Amount in Words _____ only)</b>				
<b>1% Bid Security / Earnest Money</b>				

*Authorized Signature [In full and initials]:*

*Name and Title of Authorized Signatory:*

*Name of Bidder:*

*Stamp / Seal:*

**(Must be Printed on Rs. 100/- Stamp Paper)**

**UNDERTAKING / CERTIFICATE**

If provided information with the bid document found false, or any criminal proceedings found in any court of law, the services of the hired security agency will be immediately terminated without assigning any reason and making any refund / payment. Further, the performance security given by the firm will also be confiscated and the firm will be declared black listed.

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Tel #: \_\_\_\_\_ Mobile #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

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

Agency Seal:

**DECLARATION OF ANNUAL TURNOVER  
AND INCOME TAX RETURN**  
(On Bidder / Company / firm's Letterhead)

*[Location, Date]*

*To: [Name and address of Employer]*

**Re: Tender Proc \_\_\_\_\_, Dated \_\_, for “Hiring of Security Services Company”.**

I/we hereby declare that our firm's Annual Turnover is as follows:

<b>F. Y. 2020 – 21</b>	<b>F. Y. 2021 – 22</b>	<b>F. Y. 2022 – 23</b>
PKR_____ (Million)	PKR_____ (Million)	PKR_____ (Million)

And

I/we hereby declare that our firm has filed Income Tax Returns for the last three 3 financial years. Copies of ITR and Audit Reports are attached for ready-reference.

Yours faithfully,

***Authorized Signature [In full and initials]:***

***Name and Title of Authorized Signatory:***

***Name of Bidder:***

***Stamp / Seal:***

**VALID LIST OF CLIENTS DETAIL**  
(On Bidder / Company / firm's Letterhead)

[Location, Date]

To: [Name and address of Employer]

**Re: Tender Proc , Dated \_\_\_\_\_, for “Hiring of Security Services Company”.**

Dear Sir,

I/we hereby mention the following list of valid Client details where our firm had provided services **during the last five (05) years**, supported by copies of agreements/contracts/work orders for your reference:

S#	Client Name / End User	Nature of Client (Govt./ Semi Govt./ Bank /Embassy/ Private Sector)	No. of Guards deployed	Starting Date	Completion Date	Total contract/ Project value (PKR)	Status (Ongoing/ Completed)

Yours faithfully,

**Authorized Signature [In full and initials]:**

**Name and Title of Authorized Signatory:**

**Name of Bidder:**

**Stamp / Seal:**

**DECLARATION FOR WEAPON LICENSE**

(On Bidder / Company / firm's Letterhead)

[Location, Date]

To: [Name and address of Employer]

Re: Tender Proc/\_\_\_\_\_, Dated\_\_\_\_\_ for “Hiring of Security Services Company”.

Dear Sir,

I/we hereby declare that, our firm M/s\_\_\_\_\_have following weapons  
(copy of licenses are attached for your reference):

**A. SEMI-AUTOMATIC 222 OR 223 OF 5.56 BORE**

S#	License No.	No. of Weapons Registered on License	Date of issuance	Date of Expiry
Use additional lines / pages if required				

**B. SEMI-AUTOMATIC MP5 OF 0.32 BORE / 0.30 BORE**

S#	License No.	No. of Weapons Registered on License	Date of issuance	Date of Expiry
Use additional lines / pages if required				

**C. PUMP ACTION / REPEATER 12 BORE**

<b>S#</b>	<b>License No.</b>	<b>No. of Weapons Registered on License</b>	<b>Date of issuance</b>	<b>Date of Expiry</b>
<b>Use additional lines / pages if required</b>				

Yours faithfully,

*Authorized Signature [In full and initials]:*

*Name and Title of Authorized Signatory:*

*Name of Bidder:*

*Stamp / Seal:*

**BIDDER PROFILE / DETAILS**  
(On Bidder / Company / firm's Letterhead)

1.	Registered Company Name	
2.	Registration License Number issued by Ministry of Interior / Home Department (Attach documentary evidence)	
3.	National Tax Number (Attach documentary evidence)	
4.	General Sales Tax Number (Attach documentary evidence)	
5.	Sindh Sales Tax Number (Attach documentary evidence)	
6.	Registration Certificate with EOBI / SESSI (Attach documentary evidence)	
7.	Years of Operation of Company after its Registration (Attach documentary evidence)	
8.	Managerial Capability i. Total no. of Permanent Staff ii. Total No. of Contract / Project Staff (Attach as separate Annexure)	
9.	Assignment in hand (Presently) (Attach as separate Annexure)	
10.	Bank Name and Branch	
11.	Bank Account Number	
12.	Additional Professional Registration Details (if any):	
13.	Physical address	
14.	Postal address	
15.	Telephone Number	
16.	Fax Number	
17.	E-mail address	
18.	Blacklisting / Complaint / Litigation against the firm (By any govt. or other org. if any)	
19.	Name & Address of the companies / subsidiaries and associated companies, if any, with whom there is	

	collaboration or joint venture	
<b>20.</b>	Whether pay order, for the requisite Bid Security enclosed? (Yes / No)	
<b>21.</b>	Any other relevant detail	

Yours faithfully,

*Authorized Signature [In full and initials]:*

*Name and Title of Authorized Signatory:*

*Name of Bidder:*

*Stamp / Seal:*

**A F F I D A V I T**  
**(Must be Printed on Rs. 100/- Stamp Paper)**

We, M/s. \_\_\_\_\_ hereby undertake that:

- i. Our company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government Organization.
- ii. Any director or owner of our company is not awarded any punishment from any Court of Law.
- iii. We have submitted the correct and complete information along with our bid/offer.
- iv. If any document / information is found forged / engineered / false / fake / bogus at any stage OR any criminal proceedings found in any court of law during the contract period, Sukkur IBA University has right to terminate our services immediately without assigning any reason and making any refund or payment and we may be declared as Blacklisted and the performance guarantee and payment, if any may be forfeited.

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Tel #: \_\_\_\_\_ Mobile #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

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

Agency Seal:

**ATTESTED BY NOTARY PUBLIC**

**(Must be Printed on Company's letterhead)**  
**SECURITY CLEARANCE CERTIFICATE**

[Date & Location]

Certified that M/s. \_\_\_\_\_ will bound to deploy Security Supervisors / Guards, who would be security wise cleared by MoI / Provincial Home Department / police. If found non-complied, Sukkur IBA University may immediately terminate the contract leading to forfeiture of earnest money or performance security and further to blacklisting of the firm.

*Authorized Signature [In full and initials]:*

*Name and Title of Authorized Signatory:*

*Name of Bidder:*

*Stamp / Seal:*

**(Must be Printed on Company's letterhead)**

**CATEGORY OF SECURITY GUARDS**

[Date & Location]

Certified that M/s. \_\_\_\_\_ will bound to deploy Security Supervisors / Guards, who are Ex-armed Forces Personnel / Ex-armed Forces / well trained civilians If found non-complied, Sukkur IBA University may immediately terminate the contract leading to forfeiture of earnest money or performance security and further to blacklisting of the firm.

*Authorized Signature [In full and initials]:*

*Name and Title of Authorized Signatory:*

*Name of Bidder:*

*Stamp / Seal:*

## APPENDIX – IV

**(Must be Printed on Company's letterhead)**  
**SECURITY GUARDS AGE CERTIFICATE**

[Date & Location]

Certified that M/s. \_\_\_\_\_ will bound to deploy Security Supervisors / Guards, who would are having at least 5'.6" height and within the requisite age bracket. If found non-complied, Sukkur IBA University may Immediately terminate the contract leading to forfeiture of earnest money or performance security further to blacklisting of the firm.

*Authorized Signature [In full and initials]:*

*Name and Title of Authorized Signatory:*

*Name of Bidder:*

*Stamp / Seal:*

**(Must be Printed on Company's Letterhead)**

**COMPANY'S ARMOURER CERTIFICATE.**

[Date & Location]

Certified that Mr. \_\_\_\_\_ S/o \_\_\_\_\_ bearing  
Service Card No. \_\_\_\_\_ CNIC No. \_\_\_\_\_ is  
working as Armourer for M/s. \_\_\_\_\_ who will  
Examine / Check weapons of the deployed armed Guards / Security Supervisor(s) at least once  
in a month.

*Authorized Signature [In full and initials]:*

*Name and Title of Authorized Signatory:*

*Name of Bidder:*

*Stamp / Seal:*

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

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

**[Name of Supplier/Contractor/Consultant]** hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Supplier/ Contractor/ consultant]** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

**[Name of Supplier/Contractor/Consultant]** certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

**[Name of Supplier/Contractor/Consultant]** accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **[Name of Supplier/Contractor/Consultant]** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Supplier/Contractor/Consultant]** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

\_\_\_\_\_  
**[Procuring Agency]**

\_\_\_\_\_  
**[Supplier /Contractor/Consultant]**

**FORM OF CONTRACT  
(Specimen Purpose only)**

M/S. \_\_\_\_\_ company incorporated  
Under **C o m p a n i e s O r d i n a n c e 1 9 8 4 a n d**  
**h a v i n g i t s r e g i s t e r e d** office at

\_\_\_\_\_  
\_\_\_\_\_

(Hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assign) of the ONE PART and the Sukkur IBA University (hereinafter referred to as the SIBAU, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor and assigns) of the OTHER PART. WHEREAS the CONTRACTOR is a service provider.

AND

M/S. Sukkur IBA University is a procuring agency. The SIBAU intends to Hire Security Services on rate contract basis, therefore, invited bids through NIT # \_\_\_\_\_, Dated: \_\_\_\_\_, acting through its vice Chancellor having its Office at Sukkur IBA University Main Campus (hereinafter referred to as the 'Customer' which expression shall; where the context so permit, means and include it successors-in-interest and assigns) of the other part. WHEREAS the

M/s. \_\_\_\_\_ (successful bidder) submitted his bid vide \_\_\_\_\_ in accordance with the bid documents and was selected as "successful bidder" pursuant to the bidding process and negotiation on contract prices awarded the Letter of Acceptance" (LoA) No: \_\_\_\_\_ to the contractor on \_\_\_\_\_. The terms and conditions of tender No. \_\_\_\_\_ dated \_\_\_\_\_ and letter of acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ shall be treated an integral part of this agreement. In case of discrepancies between the tender terms and conditions and the agreement, the tender terms and conditions shall take precedence.

Note: The comprehensive agreement containing detailed terms and conditions will accompany this form of contract.

## AGREEMENT FOR SECURITY SERVICES AT SUKKUR IBA UNIVERSITY (Specimen)

**THIS AGREEMENT** is made on \_\_\_\_\_ between:

**M/s** \_\_\_\_\_ **having** presently its office at \_\_\_\_\_, Pakistan, hereinafter referred to as the "Vendor"/ "Contractor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives, and assigns) of the one part,

**AND**

**SUKKUR IBA University (CLIENT)**, a chartered university established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road Sukkur, Pakistan (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of providing security services located at Islamabad (hereinafter referred to as "business set up"),

**AND WHEREAS** the Client is in the service of providing quality education and is desirous to obtain the Security Services at Sukkur IBA main campus, hostels and colleges & schools as per details given on Annexure- A of this agreement against a services charge @ Rs \_\_\_\_\_ per Armed Security Supervisor per month (12 hours duty) without Sales Tax and Rs \_\_\_\_\_ per Armed Security Guard per month (12 hours duty) without Sales Tax. Sales tax will be applicable as per sales tax rules.

AND WHEREAS the Vendor has agreed to provide the Services to the Client on the terms and conditions contained in this Agreement and in the tender notice published for this task.

### **NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. The agreement will be valid for a period of one year, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ (Extendable). However, Sukkur IBA University, at its own discretion, can extend the contract for a further period of twelve (12) months or till the finalization of the next tender. The vendor shall be bound to provide the services for extended period without change in rate and other terms & conditions
2. The Vendor will start the rendering services from \_\_\_\_\_.
3. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
4. The Vendor shall always pay and discharge during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
5. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
6. **Dispute Resolution**
  - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.
  - b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
  - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
7. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between of the Parties.
8. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
9. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
10. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
11. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect

of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.

12. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, legal laws of Pakistan violations, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
13. The Vendor indemnify Sukkur IBA University against all third-party claims arising from disputes etc. which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
14. Sukkur IBA University or its representative shall have the right to check the alertness and dress code of security services guards and supervisor on duty to confirm their conformity to the contract/agreement specifications. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
15. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
16. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount is in **Pak Rupees**, and includes all applicable taxes.
17. M/s \_\_\_\_\_ will provide the Security Services for Sukkur IBA University main Campus & its adjoining hostels and associated community college (s) and school (s). However, the Security Service Company shall be bound to provide similar Services/facilities, if any hostel/office is hired or established in future.
18. M/s \_\_\_\_\_ shall render the Services for 12 hours, from evening to morning to be fixed by Sukkur IBA University, from time to time. The staff can be posted during day timing as per need. The number can be increased or decreased as per need. Sukkur IBA University may revise the locations, number of security guards/supervisors, and timing of security services staff as per actual need from time to time on very short notice.
19. The Security Company shall be bound to provide more Security personnel, on the agreed rates when required. The Sukkur IBA & Security Services Company shall enter into agreement as per procedure.
20. The Security Company is bound to provide Automatic / Semi-automatic/rapid-fire weapons as per the given schedule of duty timing. Enough quantity of quality ammunition shall be available with a supervisor. The security company will provide torches/lights and whistles too.
21. Security Guards (Posted/ engaged at the day/ night time) in failure, the company will have to pay Rs 5,000/- (Rupees Five thousand only) as the penalty for each day.
22. The Security Company is to maintain the attendance of all the security guards (day/night) posted /engaged at Sukkur IBA main campus, hostels, associated community college (s) and school (s) in case of failure the Sukkur IBA will initiate strict action (s).
23. The Security Company shall provide walky-Talky Sets and base sets in such a way that there is connectivity and communication; either way (to & from hostels) to IBA main campus.
24. The Security personnel shall be preferably of Ex-Army, well experienced, qualified and trained and retired within last 1-2 years from Army services.
25. The Security personnel shall be responsible for the security & safety of all the premises and belonging thereto, where they are posted.
26. In case of any shortage of Staff, the company shall be bound to post substitute(s) of equal etc.
27. No guards will be assigned double duty after 12 hours duty at any place.
28. On Holidays special vigilance shall be exercised for security and safety.
29. In case any shortage or long leave is granted by the Security Company to any of its employees, the timely intimation shall be given to Sukkur IBA & substitute shall be provided.
30. That some responsible officers shall periodically visit the premises where the staff will be posted so that apart from Sukkur IBA the Security staff shall be checked at different timings.
31. In case of any event, like theft or any criminal or an unethical incident, the person concerned of Security Services shall immediately report the incident to the functionaries of Sukkur IBA and as per instructions of Sukkur IBA University representative (i.e. Registrar) lodge the report with Police or any other agency, as the case may be. However, the Sukkur IBA University shall bear the cost of any such/legal proceedings and will remain at the back and call of the Security service and its personnel.
32. The Security Service and its staff shall abide by all the written and verbal instructions of Sukkur IBA and its functionaries with regard to the nature, timing, and other issues pertaining to their qualitative and satisfactory service.
33. Rs 500,000/- (Rupees Five hundred thousand) or greater (depending on the value of loss) will be paid to Sukkur IBA University by the security company in case of loss to Sukkur IBA due to negligence of Security Company Staff, whose extent will be finalized either through mutual agreement and or by Arbitration. The matter shall be resolved in Arbitration in accordance with the Arbitration Act 1940. Each party i.e. Contractor and Employer shall appoint one Arbitrator each to ascertain and fix responsibility). The decision arrived at by the Arbitrator shall be binding on both parties.
34. The Security Service will provide the details of the Security personnel to Sukkur IBA University. Their CNIC copy, proof of satisfactory services at Pak- Army, and proof of retirement. Police Verification, copy of Company Identity card photographs, etc.

35. All Security guards must be in proper dress code, alert, ethical, duty-bound, gentlemen, and free of any criminal record. Sukkur IBA authorized officers may check their dresses and alertness at any time and may ask for replacement of security guard(s)/supervisor found guilty of irresponsibility /involved in unethical practices/misbehavior/misconduct etc to the security services company that the company will be bound to replace immediately on receipt of complain,
36. The higher authorities of the Security Service shall maintain close liaison with Sukkur IBA University and get feedback of the Services, rendered by them.
37. Guards & Supervisors are not allowed to smoke during duty hours inside the premises. They are not allowed to take Gutka /Pan or any other prohibited items.
38. Guards & Supervisors are not allowed to talk unnecessarily on Mobile Phones, listen FM or video on Mobile phones during duty hours inside the premises.
39. The Service charges accepted and approved by Sukkur IBA shall be paid to the concerned company up to 7 days of the preceding month.
40. M/s \_\_\_\_\_ will be bound to pay minimum wages as announced by the Sindh Government to the security guards and security supervisors provided to Sukkur IBA University and ensure compliance with the Sindh minimum wages Act, EOBI, SESSI, etc., as in force on the date of sign of this agreement and any amended made during the validity of this agreement by the relevant bodies. M/s \_\_\_\_\_ will also submit the evidence of payment of minimum wages to the Registrar's Office, Sukkur IBA University, on a monthly basis, and evidence of EOBI and SESSI when periodically paid.
41. Sukkur IBA University reserves the right to terminate the contract in case of non-compliance of payment of Sindh Minimum wages, EOBI, SESSI, etc. laws/rules by the vendor and impose penalties for the default as also agreed by the vendor. Sukkur IBA University can also terminate the contract before expiry in case of negligence, indiscipline, sleeping, ethical dilemma, use of drugs, unsatisfactory services, loss to Sukkur IBA University property/ person, etc., caused by the / because of employees of the Security Services Company.
42. For termination of this agreement, **one month's notice will be required from either side** in black & white. The vendor shall vacate the premises peacefully after the expiry of the period and/ or earlier if desired by Sukkur IBA University and shall hand over the security affairs to the authorized officer, and the decision of Registrar, Sukkur IBA, shall be final and binding upon the vendor.
43. **Arbitration**  
Any and every dispute, difference, or question which may arise between the Parties to this contract Agreement shall be first settled by the Parties by way of mutual negotiations. If the Parties cannot settle the dispute amicably, the dispute shall be referred to Arbitration in accordance with the Arbitration Act, 1940, and any applicable rules made there under for the time being in force for the equitable decision of the two joint arbitrators one to be appointed by each of the Parties, and failing agreement between the arbitrators, to the decision of the Umpire, to be appointed arbitrators before entering upon the reference. The award made by such arbitrators or the Umpire, as the case may be, shall be final and binding on the Parties. The venue of the arbitration shall be Sukkur and the arbitration proceedings shall be conducted in English language.
44. **Governing Law and Jurisdiction**  
This Contract Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan, and the competent courts at Sukkur shall have exclusive jurisdiction to decide matters that may arise out of or in connection with this Contract Agreement.

Signed for & on behalf of

Sukkur IBA University

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

Place: Sukkur

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

Signed for & on behalf of

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

CNIC #42301-4616931-1

Place: Sukkur

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

Witness

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

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

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

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

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

Witness

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

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

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

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

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

## 1. SECURITY MEASURES

- 1.1 The Security Company shall maintain the proper record at gates during the IN & OUT of vehicle/visitors at site.
- 1.2 The Security Company shall provide the thumb impression device to put the thumb of Security Guards to ensure their attendance in time. Besides the attendance would be verified by the in charge.
- 1.3 The Security Company shall be responsible to ensure the safety and security of Sukkur IBA University, its campuses and community colleges & schools' assets moveable and immovable including Cargo stored in warehouse.
- 1.4 Arms shall be in working condition at all the time. Armed Guards equipped with sufficient cartridges.

## **2. GENERAL CONDITIONS**

- 2.1 SIBAU at its discretion can reduce/increase the number of guards, on agreed rate of payment and on the same terms & conditions, on the request of relevant in charges in case of emergencies. However, the in charge have to immediately inform the SIBAU and Director / Management. The verbal intimation would be duly followed by written request mentioning therein the circumstances / reasons on next day.
- 2.2 Security Company shall ensure the availability of adequate reserve guards. In case of absence casual or other leave by any Security Guard, the Security Company shall provide the alternate guard from the reserve guards.
- 2.3 Security Company shall ensure the placement of Guards, strictly in accordance with agreement, Terms and Conditions.
- 2.4 In case of absence of any Security Guard, the Security Company shall be liable to provide the required strength at site otherwise SIBAU reserve the right to imposed the penalty as per agreement.
- 2.5 SIBAU can increase/decrease the number of guards. In this situation the Security Company will be informed in writing accordingly. In case of number of guards increased/decreased upon directives of SIBAU, the payment shall be made / adjusted on the agreed rates.
- 2.6 The contractor will provide physically fit and sound in health armed guard, properly uniform and ensure that each guard must have following documents:
  - 2.6.1 Attested photocopy of NADRA Computerized Card.
  - 2.6.2 Original Service Card issued by the Security Company.
  - 2.6.3 Photocopy of license, certificate of weapon held by the guard.
  - 2.6.4 Copy of Certified discharge work issued by Ex-Armed Forces.

**Without uniform, Lethargic, inefficient, over and below age guards will not be accepted.**

- 2.7. This agreement would effect from the date of Signing of this agreement and shall continue in force unless and until it is determined in accordance with the provisions regarding termination of agreement.
- 2.8 The Security Company would response to cover all financial rates of Security Guards, including payment of salary and compensation to the Guards and all type of taxes and levies whether acquired through collective bargaining or otherwise and all the expenditure for providing allied services.
- 2.9 Any increase or decrease in any levies or rates imposed by the Government / CBA, wages and / or salaries fluctuation in market rates of equipment, materials, etc. during the currency of this agreement shall be on the Security Company's account and no claims for such increase shall be entertained by the SIBAU.
- 2.10 Any taxes/duties already in place or levied by the Government during the currency of the agreement will be on Security Company's account and no claim shall be entertained by the SIBAU. If during the subsistence of this agreement or any renewal thereof any case, tax charges or surcharge is levied in respect of the services which are subject of this agreement, by the Federal, Provincial or Local Government. Such case, tax charges or surcharge, as the case may be, payable by the Security Company.
- 2.11 SIBAU will not be liable to make any extra payment if the Security Company is to provide services In the event of any civil commotion, war, enemy action, hostilities, act of God or any other circumstance etc.
- 2.12 The Security Company will keep tile Sukkur IBA University free of any liability for the clause of compensation, if any to any employee of the Security Company In case of their injury, death etc.
- 2.13 Any claims of injuries, loss of limb or life of labor and other workers engaged/employed by the Security Company for operations under this agreement or work connected directly or indirectly with the agreement shall be settled and paid by the Security Company, SIBAU shall in no way be responsible for any compensation in this connection.
- 2.14 One-month prior notice in writing shall be served by either party for termination of contract.
- 2.15 Upon the termination of this agreement the Security Company shall be permitted to remove all its apparatus and equipment which may have been placed in the premises.
- 2.16 SIBAU shall make the payment to the Security Company on monthly basis after submission of bill in detail with attendance sheet with name of Guards duly verified SIBAU.
- 2.17 After submission of invoice, duly completed in all respect (documentation/duly signed by authorized SIBAU authority), at concerned campus the payment shall be released within seven working days.

- 2.18 Copy of register, indicating entry and exit of vehicles.
- 2.19 Details showing arrival/dispatches of cargo from SIBAU'S warehouse(s).
- 2.20 In case of any dispute or difference arising between the parties hereto relating to the interpretation or effect of any clause of this Agreement, the same shall be referred to Vice Chancellor, SIBAU or his nominee as Arbitrator and his decision shall be final and binding upon the parties hereto.
- 2.21 The Security Company shall be responsible to complete all documentation, if notified from time to time.
- 2.22 The Security Company shall be responsible to maintain all the record along with details of Guards for onward submission to SIBAU as and when required.
- 2.23 The Security Company will ensure that they have enough financial capacity to pay at least two-month salary timely to the deputed Security Guards / Manpower in Sukkur IBA University, its campuses, hostels, community colleges and schools and Security Company should be submitting such undertaking signed by CEO/CFO or Managing Partner on attested stamp paper of value Rs. 100/-.

### **3. PERIOD OF AGREEMENT AND DEPLOYMENT OF SECURITY**

That the Security Company shall commence on and from \_\_\_\_\_ to \_\_\_\_\_ operate and provide security services in respect of the SIBAU's premises address / location as follow:

### **4. PLACEMENT OF GUARDS AND ALLIED SERVICES**

- 4.1 Security Guards shall be provided without gap for twenty-four hours (24) per day and seven (7) days per week at locations mentioned. For this purpose, duty rosters of the supervisor / guards must be provided to the SIBAU location's site in-charge.
- 4.2 Security Company shall provide the details of Guards along with its past experience, copy of CNIC, copy of service card and other required details / information, it notified, one week prior to placement of Guard to the place of posting.
- 4.3 Security Company will ensure that the security guard is active, healthy and free from any diseases. Allowed age limit of placement of security guard having 20-50 years duly trained will be preferred.
- 4.4 Security Company will ensure that the Security Guard is well trained. The guards must have at least one-year experience of any security company at least fifteen bullets/ cartridges shall be available with each arm guard.
- 4.5 Schedule for posting of security guards shall be prepared with In-charge (Security) and issued with approval of competent authority.
- 4.6 Guards shall be on the payroll of Security Company, preferably on the permanent slot, otherwise, in case of contractual employment, minimum period should not be less than six months.

- 4.7 During the hiring of Security Guards, the offer / appointment letter may be issued and same would be sent In-charge Security for record.
- 4.8 Any change in placement of Security Guards shall be made with prior information and approval of the In-charge Security.
- 4.9 Security Company shall ensure the availability of adequate reserve guards.
- 4.10 Security Company shall ensure placement of Guards, strictly in accordance with agreement, Terms and condition.
- 4.11 SIBAU at its discretion can reduce / increase the number of guards, on agreed rate of payment and on the same terms and condition, on the request of relevant in-charges in case of emergencies. However, the in-charge have to immediately inform the In-charge Security and Director / Management. The verbal intimation would be duly followed by written request mentioning therein the circumstances / reasons on next day.

## **5. PENALTY**

- 5.1 The Security Company is bound to provide guards on every cost for sensitive areas, in case of any loss due to lapse Security Company will be held responsible.
- 5.2 In case of any damage/loss to SIBAU's due to Security lapse herewith for determination of liability a committee constituted by the management having representation from Security Company will investigate the matter and fix the responsibility. The recommendation of the committee shall be a binding on the company to pay the losses.
- 5.3 In case of any theft/damage at go down premises, the security company will be held responsible to pay the entire losses to the SIBAU as determined by the Committee constituted by the Competent Authority.
- 5.4 Overage and underage guards will not be accepted for duty and no salary shall be paid for them.
- 5.5 In case of placement of inefficient guard/placement of, lethargic guards, guards without proper uniform, SIBAU reserve the rights to impose penalty up to Rupees 500.

**6. PAYMENT**

- 6.1 Due payment will be made after completion of each month.
- 6.2 The Security Company required to submit the following documents along with bill:
  - 6.2.1 Invoice with covering letter, both duly signed and stamped by authorized officer, separate for each location.
  - 6.2.2 Original attendance sheet of the Guards daily and monthly duly verified by the incharge.
  - 6.2.3 Copy of any/all correspondence made with SIBAU or any other agency / person / organization during that month.
  - 6.2.4 Any other details/documents, if required by SIBAU.
  - 6.2.5 Evidence / support of all claims in bills.
  - 6.2.6 Security company shall Submit / close the attendance on last day of the month and shall submit invoices to concern offices by 5<sup>th</sup> of each month as specified above in point 2.17.

\_\_\_\_\_  
(Signature of Contractor/Authorized Representative)  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Seal: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Officer of the SIBAU)  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Seal: \_\_\_\_\_

**WITNESS – 1**

**WITNESS – 2**

Name: \_\_\_\_\_  
CNIC #: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
CNIC #: \_\_\_\_\_  
Address: \_\_\_\_\_



# Sukkur IBA University

www.iba-suk.edu.pk

## NOTICE INVITING TENDER (THROUGH EPADS) Tender Proc/EPADS/01/24-25

Sukkur IBA University invites bids electronically through EPADS on single stage two envelopes procedure from well reputed, eligible and experienced security services firms registered with SRB and FBR departments for providing following services on contractual basis at Sukkur IBA University, its campuses and community colleges & schools. Manual bids will not be considered.

S.# ITEM

01 HIRING OF SECURITY SERVICES COMPANY

### Tender Schedule - Date and Time

	From	To	Submission	Opening
01	September 19, 2024	October 04, 2024	04-10-2024 03:00 PM Through EPADS	04-10-2024 03:30 PM Through EPADS

Bidding documents can be obtained and shall be submitted through EPADS as per above schedule. Bidders are requested to give their Best and Final Price as "No Negotiations" is permitted. Bidding Documents containing detailed terms and conditions can be downloaded from following websites & submitted electronically through EPADS. [www.iba-suk.edu.pk](http://www.iba-suk.edu.pk), <https://eprocure.gov.pk/>

Bid Security @ 1 % of Bid Cost in shape of pay order should be in favor of Sukkur IBA University.

Procuring agency reserves the right to accept or reject any or all bids prior to the acceptance of a bid as per SPP Rules 2010 (Amended to date).

Please send your queries to: [hari@iba-suk.edu.pk](mailto:hari@iba-suk.edu.pk)

### SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur.

Ph: 071-5644142, 5644338 Fax: 071-5804419

