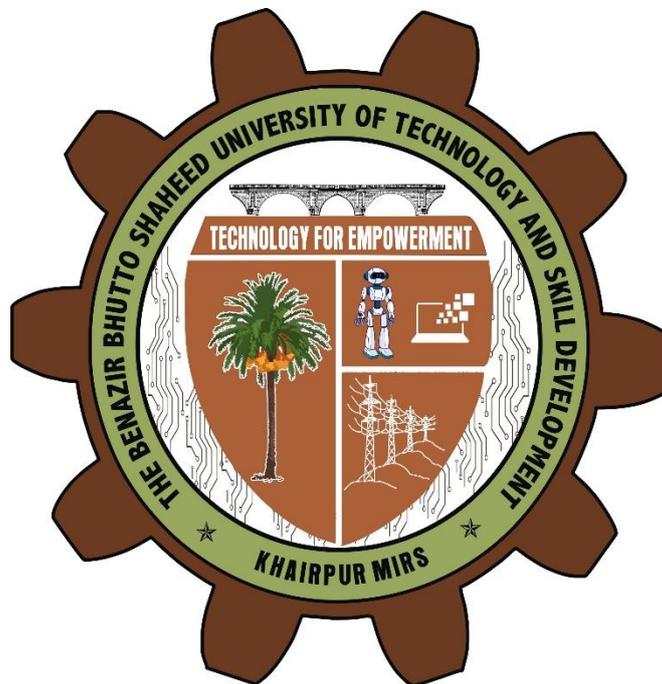


**THE BENAZIR BHUTTO SHAHEED  
UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT  
KHAIRPUR MIRS**

**Phone No.0243-9280167, Fax: 0243-9280171; E-mail: ppo@bbsutsd.edu.pk**

**TENDER DOCUMENT FOR**

**HIRING OF SECURITY SERVICES  
AT BBSUTSD,  
KHAIRPUR MIRS**



## INDEX

S#	Title	Pages.
1.	Notice Inviting Tender	3
2.	Instructions to Bidder	4 – 19
3.	Bidding Data Sheet	20
<b>Annexures</b>		
4.	Technical Proposal Submission Form ANNEXURE – A (1)	21 – 22
5.	Financial Proposal Submission Form ANNEXURE – A (2)	23
6.	General Compliance Certificate ANNEXURE – B	24
7.	Security Company “Scope of Work” ANNEXURE – C	25 – 31
8.	FORMAT OF BANK GUARANTEE. BID SECURITY [ANNEXURE – D]	32
9.	FORMAT OF BANK GUARANTEE. FOR PERFORMANCE BOND [ANNEXURE – E]	33
10.	FORMAT FOR QUOTING OF RATES [ANNEXURE – F]	34
11.	Bill of Quantities	35 – 36
12.	UNDERTAKING / CERTIFICATE [ANNEXURE – G]	37
13.	DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN [ANNEXURE –H]	38.
14.	VALID LIST OF CLIENTS DETAIL [ANNEXURE – I]	39.
15.	DECLARATION FOR WEAPON LICENSE [ANNEXURE – J]	40 – 41
16.	BIDDER PROFILE / DETAILS [ANNEXURE – K]	42 – 43
<b>Appendix</b>		
17.	APPENDIX – I [A F F I D A V I T]	44
18.	SECURITY CLEARANCE CERTIFICATE [APPENDIX – II]	45
19.	CATEGORY OF SECURITY GUARDS [APPENDIX – III]	46
20.	SECURITY GUARDS AGE CERTIFICATE [APPENDIX – IV]	47.
21.	COMPANY’S ARMOURER CERTIFICATE. [APPENDIX – V]	48.
22.	INTEGRITY PACT [APPENDIX – VI]	49 – 50
23.	FORM OF CONTRACT [APPENDIX – VII]	51 – 52
24.	Without uniform, Lethargic, inefficient, over and below age guards will not be accepted	53 – 55
26.	Penalty and Payment	55
27.	Payment	56
28.	Integrity Pact	57



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Phone No.0243-9280167, Fax: 0243-9280171; E-mail: ppo@bbsutsd.edu.pk

**NO. BBSUTSD/PPO/ 44**

**Date: 24/04/2024**

**NOTICE INVITING TENDERS**

All the interested Contractors / Firms / Parties / Service Providers / Manufacturers and Sole Distributors meeting eligibility criteria, viz. having registration with Federal Board of Revenue (FBR) for Income Tax, Sales Tax in case of procurement of goods, registration with the Sindh Revenue Board in case of procurement of Works and Services and registration with Pakistan Engineering Council as the case may be and not black listed by any procuring agency or authority, are invited to participate in full / item rate tender for the following works:

S#	Name of Good/Service	Tender Fee	Completion Time	Earnest Money	Date of Purchase	Date of Submission of Bids	Purchase From
1.	Hiring of Security Services at BBSUTSD, Khairpur Mirs	3000/-	36 Months	5%	02-05-2024 To 16-05-2024	17-05-2024 Up to 11:00 A.M	(Office of the Purchase & Procurement Officer)
2.	Procurement of Laboratory Equipment for Power Laboratory of Electrical Engineering Technology Department, BBSUTSD, Khairpur Mirs	3000/-	04 Months	5%	02-05-2024 To 16-05-2024	17-05-2024 up to 11:00 A.M	

The details and terms & conditions are as under:-

1. The tender documents can be had from above office or can be downloaded from SPPRA website i.e. <https://ppms.pprasinhd.gov.pk/PPMS/> and University website [www.bbsutsd.edu.pk/tenders-notices](http://www.bbsutsd.edu.pk/tenders-notices) on the payment of amount noted above (non-refundable) on any working day except the day of opening of tenders. The sealed tenders on prescribed proforma along with 5% earnest money of offered bid in the form of Pay Order in favour of Director Finance, BBSUTSD Khairpur Mirs are to be submitted in the office of purchase and procurement officer. Tenders will be opened on 17-05-2024 at 11:30 (A.M) for S.No.1 and for S. No. 2 at 12:30 (P.M) in presence of the bidders/representatives. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares holiday the tender shall be submitted & opened on the next working day at the same time & venue. Any Conditional Bid or un-accompanied of the earnest money, tender will not be considered in the competition.

2. The Method of Procurement is Single Stage – Two Envelope procedure (Technical & Financial).
3. The Bidders are required to submit proposals in accordance with the terms & conditions / requirements mentioned in the Bidding Documents.
4. The Bidders must have at least 03 years' experience of same services in any University or large Organization.
5. The Bidders must be registered with tax paying agencies which would be verified through concerned agencies.
6. The Bidders must not be Black Listed by any procuring agency (Affidavit is required).
7. The average Annual Financial Turn-over during last three years shall not be less than thrice the amount of quoted bid of the respective work/service.

***The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules, 2010 (Amended to date) and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25" of said Rules.***

**Purchase & Procurement Officer,  
The Benazir Bhutto Shaheed University of Technology and  
Skill Development Khairpur Mirs**

Phone No.0243-687057/9280167,

Fax: 0243-9280171;E-mail: ppo@bbsutsd.edu.pk

## INSTRUCTIONS TO BIDDER

### 1. GENERAL

#### 1.1 Introduction

The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs intends to hire the services of well reputed Security Company/Firm.

#### 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

The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs has allocated funds towards the cost of "**Hiring of Security Services**" at BBSUTSD, Khairpur Mirs 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 **Original 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.
- 2.12 Affidavit on Stamp Paper of Rs. 100/- as per Specimen give at **Appendix-I.**
- 2.13 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.**
- 2.14 Duly signed and stamped Compliance Certificate as per the format given at **Annexure-B** of this document.
- 2.15 Duly signed and stamped Compliance to Scope of Work as mentioned vide **Annexure-C** of this document.
- 2.16 Duly signed and stamped certificate by company / undertaking on Rs. 100/- stamp paper by company as mentioned at **Annexure-G** of this document.
- 2.17 The filed Income Tax Return (ITR - FBR) for last three financial years as per **Annexure – H.**
- 2.18 Valid List of Client's details as per specimen given at **Annexure – I.**
- 2.19 Declaration of Weapon's Licenses as per **Annexure – J.**
- 2.20 Bidder / Company Profile / Details **Annexure – K.**
- 2.21 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.**
- 2.22 Percentage of payment (tentative) to be paid to Security Guards out of total payment claimed by the Agency from The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs (attach progressive schedule month-wise for complete oneyear).
- 2.23 Bidder should have to provide full name & address of principal banker along with letter for confirmation that The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs, 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 The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs or an Officer authorized on its behalf in writing. The BBSUTSD, Khairpur Mirs 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 The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 Call Deposit or Pay Order or Demand Draft or a Bank Guarantee (**Annexure -D**) in favor of The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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** The bidder submitted all mandatory / requisite documents as mentioned in the tender document.
- 11.9** 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.
  - (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
  - (b) Envelopes shall be marked as “FINANCIAL PROPOSAL” and TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
  - (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
  - (d) Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;

- (e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (f) No amendments in the technical proposal shall be permitted during the technical evaluation;
- (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance; and
- (h) Financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders.

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 in sealed envelope. The inner and outer envelopes shall:

- i. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
- ii. Bear the Notice Inviting Tender / Invitation for Bids (NIT / IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet.
- iii. Opened or e-mailed or faxed or telexed bids will not be accepted.
- iv. Any bid received by the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs after the date and time of tender opening will be rejected and returned as unopened to sender / bidder.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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 at the address 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 the Sealed Technical Bids first at the date, time and place given in the NIT in the presence of bidder's representatives who choose to be present, while the Financial Bids of all prospective bidders would be kept in safe custody at The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs. After declaration of Technical Bid Results, the Sealed Financial Bids of only Technically Qualified firms would be opened publicly at time / date to be announced later. Whereas, Sealed Financial Bids of technically non-qualified bidders will be returned unopened / unprocessed.
- 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 Sealed 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs reserves the right to reject any one or all bids / proposals or scrap /cancelthe 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, Khairpur 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs.

- 15.8 The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs. 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 minimum **70% points / marks** will be considered only for further process besides compliance of all mandatory Clause, Khairpur. Documentary evidence must be attached in support of your claim.

**TECHNICAL EVALUATION CRITERIA**

S. No	Criteria	Remarks	Max Score	Score Obtained
1	Number of Ex- Army Guards (Retired within last 1-2 year)	500 or above=15 marks, otherwise, 3 points per hundred	15	
2	Number of Ex- SSG Guards/ Commando (Retired within last 1-2 year)	50 or above=15 points, otherwise, 1 point per two commando	15	
3	Years of Establishment of Company (Date to count from registration date )	10 or more years=10 points otherwise, 1 point per 1 years	10	
4	Experience with Reputed Professional Academic Institutions / Corporate /Banks in last five years	20 or more org=10 points, otherwise, 1 point per two organizations	10	
5	Previous/Existing Organization where working Feedback by concerned	10 or more 5 points, otherwise, 1 per two feedbacks	5	
6	Total number of Trained Security Guards & Supervisors ( Civilian) properly enlisted by the Security Company	2000 or more = 5 points , otherwise 1 point per 400	5	
7	Number of Organizations where company is providing security services	100 or more =10 points, otherwise, 1 point per 10 organizations	10	
8	The standard of Training and number of licensed Weapons handlings of Security Guards in Govt and Civil Departments	500 or more licenses= 5 points otherwise, 1 point per 100	5	
9	Security Company office in Sukkur City	Office in Sukkur city= 5 points, otherwise 1 point	5	
10	Profile Factor to be considered: 1. Registration of firm as company with SECP /partnership firm/ sole-proprietor	Registered as company with SECP= 3 points, as partnership= 2 points, sole proprietor=1 point. -----	20	

	<ol style="list-style-type: none"> <li>2. Financial Position audited annual report</li> <li>3. Physical presence in number of cities</li> <li>4. International Quality Certifications</li> <li>5. Size of the firm</li> </ol>	<p>Annual Revenue =PKR 500 million or above = 10 points otherwise 1 point @ 50 million.</p> <p>-----</p> <p>Physical presence in number of cities, in five or more cities =2 points otherwise 1 point</p> <p>-----</p> <p>Valid ISO certification if yes, 2 points otherwise 0 points</p> <p>-----</p> <p>Size of firm – Assets PKR 500 million or more = 3 points otherwise 1 point per PKR 200 million</p>		
	<p>Total</p>		<p><b>100</b></p>	

Note: Please attach documentary evidence in support of your claims in technical proposal.

## 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs; 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); or
  - 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 the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs in the evaluation, comparison or selection decision may result in therejection 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, the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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, the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs at its own discretion can extend the contract for a further period of six (06) 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs will award the contract to successful bidder whose bid has determined to be qualified to perform the contract satisfactorily. Both parties i.e. the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs and Bidder will sign the Contract Agreement on the stamp paper.

27.2 The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs for the purpose of clarity, legality, or otherwise except where scope of work, terms & conditions, and service charges is not adversely affected against the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs.

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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs.

## **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 the Director Finance, the

BBSUTSD, Khairpur Mirs 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.

## **282 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 the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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.

283 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

## **30. TERMINATION FOR DEFAULT**

30.1 The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs; or
- (b) if the contractor fails to perform any other obligation(s) under the Contract.
- (c) if the contractor, in the judgment of the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs has engaged in corrupt or 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs in writing of such condition and the Clause thereof. Unless otherwise directed by The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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, 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs.

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

- 33.1 The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs, 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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**

36.1 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</b>	<b>General Introduction</b>
<b>ITB 2</b>	<b>Eligible Bidders</b>
<b>ITB 3</b>	<b>Cost of Tendering</b>
<b>ITB 4</b>	<b>Clarification of Tendering Documents.</b>
<b>ITB 5</b>	<b>Amendment of Tender Documents</b>
<b>ITB 6</b>	<b>Language of Documents</b>
<b>ITB 7</b>	<b>Bid Price</b>
<b>ITB 8</b>	<b>Bid Security / Ernest Money</b>
<b>ITB 9</b>	<b>Validity of Bids</b>
<b>ITB 10</b>	<b>Clarification / Corrections of Bids</b>
<b>ITB 11</b>	<b>Responsiveness of Bids</b>
<b>ITB 12</b>	<b>Submissions of Bids</b>
<b>ITB 13</b>	<b>Deadline for Submission Bids</b>
<b>ITB 14</b>	<b>Opening of Bid</b>
<b>ITB 15</b>	<b>Evaluation of Bids</b>
<b>ITB 16</b>	<b>Bid Evaluation Criteria</b>
<b>ITB 17</b>	<b>REJECTION / ACCEPTANCE OF BID</b>
<b>ITB 18</b>	<b>PROCESS TO BE CONFIDENTIAL</b>
<b>ITB 19</b>	<b>COMPLIANCE CERTIFICATE</b>
<b>ITB 20</b>	<b>AWARD CRITERIA</b>
<b>ITB 21</b>	<b>PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS</b>
<b>ITB 22</b>	<b>PROCURING AGENCY'S RIGHT TO VARY QUANTITIES</b>
<b>ITB 23</b>	<b>REQUIREMENT / FORMAT OF BID</b>
<b>ITB 24</b>	<b>ALTERNATIVE BIDS</b>
<b>ITB 25</b>	<b>NOTIFICATION OF AWARD OF CONTRACT</b>
<b>ITB 26</b>	<b>PERIOD OF CONTRACT</b>
<b>ITB 27</b>	<b>CONTRACT AGREEMENT</b>
<b>ITB 28</b>	<b>PERFORMANCE SECURITY</b>
<b>ITB 29</b>	<b>CANCELATION OF CONTRACT</b>
<b>ITB 30</b>	<b>TERMINATION FOR DEFAULT</b>
<b>ITB 31</b>	<b>FORCE MAJEURE</b>
<b>ITB 32</b>	<b>TERMINATION FOR INSOLVENCY</b>
<b>ITB 33</b>	<b>TERMINATION FOR CONVENIENCE</b>
<b>ITB 34</b>	<b>RESOLUTION OF DISPUTES</b>
<b>ITB 35</b>	<b>GOVERNING LANGUAGE</b>
<b>ITB 36</b>	<b>APPLICABLE LAW</b>

**ANNEXURE – A (1)****TECHNICAL PROPOSAL SUBMISSION FORM**

To (Name and address of Client /

[Location, Date]

The BBSUTSD, Khairpur Mirs

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:***

## ANNEXURE – A (2)

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To (Name and address of Client / Competent Authority (BBSUTSD, Khairpur Mirs)

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, Octroi 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 notto 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:***

**ANNEXURE – B****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 NO.BBSUTSD/PPO/44, Dated \_\_\_\_\_ 2024, “HIRING OF SECURITY SERVICES at BBSUTSD, Khairpur Mirs”.**

I/we carefully gone through the Terms & Conditions as mentioned in the above referred BBSUTSD, Khairpur Mirs Tenderdocument. 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:*

## ANNEXURE – C

### SECURITY COMPANY’S SCOPE OF WORK

1. **Aim:** To establish fool proof 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 the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs.
  - (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. Whistles for guards
      4. Standard Uniform.
      5. Weapon(s) with ammunition of agreed kind and quality to be provided only to the relevant security guard as per the requirement / request of the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs.
    - 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 BBSUTSD,Khairpur Mirs 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs Management designated for the purpose.

- c. Upon unsatisfactory performance of the supervisor/guards as determined by the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs Management, the contract agreement shall be terminated by giving one month's notice to the Security Company. Unsatisfactory performance includes:
- Unable to provide 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 agreement, the responsibility of any loss and damage due to unsatisfactory performance of the security company.
  - Non-reporting of major incidents to The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs management that occurs in its premises.
- d. Daily attendance shall be marked as per the approved attendance system of the BBSUTSD, Khairpur Mirs. Security Company head office shall also submit the Daily Attendance Sheet. Month wise bill be submitted to BBSUTSD, Khairpur, 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 the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs.
- 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 the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs.
- ii. The company shall provide **“under carriage Car-Search Mirror”** Wherever required by the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs.
- iii. The company shall provide **“Walk through Gate”** if required by The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs.
- iv. The company shall utilize already available CCTV cameras, monitors and DVRs wherever required by the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs.
- v. The company shall provide communication in shape of **“Walkie Talkies intercommunication system”**, wherever required by the Benazir Bhutto Shaheed University of Technology and Skill

Development Khairpur Mirs.

- vi. The company shall provide **patrolling bikes** if/wherever Required by the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs
- vii. 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 BBSUTSD, Khairpur Mirs, till its end /termination, whichever occur earlier.
- viii. 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.
- ix. 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs Management.
- x. 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.
- xi. The company shall ensure activation of the equipment round the clock, seven days a week, without any interruption.
- xii. 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.
- xiii. The company shall be responsible for the maintenance of its equipment.
- xiv. The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs Administration shall provide adequate space, light and power at the premises for installation and operation of the equipment.
- xv. The company shall be responsible for proper and effective use of Mechanical Security Systems.
- xvi. The company shall comply with all the instructions as and when given by The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs Management regarding services and use of all equipment.
- xvii. The company shall be responsible to provide "**Walk Though Security System**" and central alarm service, as and when / wherever, required by The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs.

## **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 BBSUTSD, Khairpur Mirs Management or any person who lacks proper identification or intrudes the secured premises.
- 2.2 Prevent pilferage of items /equipment/property belonging to BBSUTSD, Khairpur Mirs from the premises placed under the charge of the company as per written instructions issued by the authorized officer of The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs Management promptly and accurately, of any occurrence detrimental to the security of the installation premises and property of the BBSUTSD, Khairpur Mirs 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, BBSUTSD, Khairpur Mirs 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, BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs Management to any person injured in the premises. The provision of medical coverage and its cost shall be borne by BBSUTSD, Khairpur, in case, if the negligence is in part of the BBSUTSD, Khairpur Mirs.
  - 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 BBSUTSD, Khairpur Mirs Administration.
  - viii. To properly brief the relieving guard, about any situation concerning the security.
- 2.5 Security guards must have under gone, Fire Fighting Trainings and elimination of the subversive activities (bidder is bound to provide the training certificate on the demand of BBSUTSD, Khairpur Mirs). 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 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs, 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 BBSUTSD, Khairpur Mirs 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 The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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, BBSUTSD, Khairpur Mirs reserve the rights to impose penalty up to Rupees 500/-.

**4. Human Resource:**

Staff will work according to the table provided below by the authorized officer of BBSUTSD, Khairpur Mirs at designated location(s). This could be adjusted according to the futurerequirements of the university.

**Security Guards Requirement**

S#	Locations	Day Guards	Night Guards	Total Required
1.	BBSUTSD, Khairpur Mirs			22
<b>Total Guards Required:</b>				22

**Security Supervisors Requirement**

S#	Locations	Supervisors Required Total
1	The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs Campus & Hostels	02

- 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 BBSUTSD, Khairpur Mirs 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 shallnot 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 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur 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 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs management regarding their service matters that is the sole responsibility of the company.
- 6.6 The BBSUTSD, Khairpur Mirs may refuse to accept services from any of the employees of the company, whose work has been found unsatisfactory or not in the accordancewith 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 BBSUTSD, Khairpur Mirs 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 anyincident 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 BBSUTSD,Khairpur Mirs 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 BBSUTSD,Khairpur Mirs 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:***

**ANNEXURE -D****FORMAT OF BANK GUARANTEE.****BID SECURITY**

Bank Guarantee No.: \_\_\_\_\_

Dated of issue: \_\_\_\_\_

Valid upto: \_\_\_\_\_

Value (Rs.): \_\_\_\_\_

To: [Name &amp; 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 at BBSUTSD, Khairpur Mirs.

**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 &amp; Seal: \_\_\_\_\_

**ANNEXURE -E**

**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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 .....

**ANNEXURE-F****FORMAT FOR QUOTING OF RATES****IMPORTANT NOTE**

1. Contractor shall be bound to pay the minimum salary to its employees working at BBSUTSD, Khairpur Mirs as per the prevailing rates of the Labor & Human Resource Department, Government of Sindh and Sindh Minimum Wages Act 2021.
2. The guards' services must be on shift basis according to labor laws.
3. The security services must be available at designated locations of The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs round the clock i.e., 24 hoursx 7 weeks and 365 days a year or as per the approved requirement of respective location:
4. The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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

**THE BENAIZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT,  
KHAIRPUR MIRS  
HIRING OF SECURITY SERVICES AT BBSUTSD, KHAIRPUR MIRS**

S. No.	Description	Unit	Quantity	Unit Rate Rs.	Total Amount Rs.
1.	Supervisor / Shift In-Charge (Ex-Army Services)	Per Month	02		
2.	Security Guard	Per Month	08		
3	Security Guard (Armed Civilian)	Per Month	12		
4	Security Guard (Un-Armed)	Per Month	02		
<b>Total Amount per 12 Months</b>					
<b>Total Amount Per 36 Months</b>					

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

Please quote separately, if required.

S#	Particulars	Monthly services charges for each	Required Quantity	Total Monthly Service Charges
1.	2.	3.	4.	5. (3x4)
1.	Walkie -Talkie (Best quality) As per PTA approved standard and specifications		10	
03.	Metal Detector		06	
<b>MONTHLY CHARGES (IN PAK RS.) Including all the taxes</b>				
<b>TOTAL CHARGES FOR 36 MONTHS (IN PAK RS.) Including all the taxes</b>				
<b>GRAND TOTAL FOR 36 MONTHS (IN PAK RS.) Including all the taxes (I + II)</b>				
(Amount in Words _____ only)				
<b>5% Bid Security / Earnest Money</b>				

*Authorized Signature [In full and initials]:**Name and Title of Authorized Signatory:**Name of Bidder:**Stamp / Seal:*

**ANNEXURE-G**

**(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:

## ANNEXURE – H

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

*[Location, Date]*

*To: [Name and address of Employer]*

**Re: Tender NO.BBSUTSD/PPO/44 Dated \_\_\_\_\_ 2024, for “Hiring of Security Services at BBSUTSD, Khairpur Mirs”.**

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

<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 had filed Income Tax Returns for last the 3 financial years i.e., 2020-21 & 2021-22 & 2022-23. 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:***

## ANNEXURE – I

**VALID LIST OF CLIENTS DETAIL**

(On Bidder / Company / firm's Letterhead)

*[Location, Date]**To: [Name and address of Employer]***Re: Tender No.BBSUTSD/PPO/44, Dated \_\_\_\_\_ 2024, for “Hiring of Security Services at BBSUTSD, Khairpur Mirs”.***Dear Sir,*

I/we hereby mention following list of valid Clients details where our firm had provided services **during the last Three (03) years**, supported by copy 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:*

**ANNEXURE – J****DECLARATION FOR WEAPON LICENSE**

(On Bidder / Company / firm's Letterhead)

*[Location, Date]**To: [Name and address of Employer]***Re: Tender No.BBSUTSD/PPO/44 Dated \_\_\_\_\_ 2024, for “Hiring of Security Services at BBSUTSD, Khairpur Mirs”.****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:*

## ANNEXURE – K

**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:*

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**APPENDIX –I**

**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, The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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, The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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, The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 &amp; 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, The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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:*

## APPENDIX – VI

### 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]**

## Appendix – VII

### FORM OF CONTRACT (Specimen Purpose only)

M/S. \_\_\_\_\_ company incorporated  
Under Companies Ordinance 1984 and having its registered 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 Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs (hereinafter referred to as the BBSUTSD, Khairpur Mirs, 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. The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs is a procuring agency. The BBSUTSD, Khairpur Mirs intends to Hire Security Services on rate contract basis, therefore, invited bids through NIT # \_\_\_\_\_, Dated: \_\_\_\_\_, acting through its Vice Chancellor having its Office at The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs Campus & Hostels (hereinafter referred to as the 'Customer' which expression shall; where the context so permit, means and include its 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 agreement, the tender terms and conditions shall take precedence.

## 1. SECURITY MEASURES

- 1.1 The Security Company shall maintain the proper record at main gate 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 The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs 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 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs reserve the right to impose the penalty as per agreement.
- 2.5 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs, 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 BBSUTSD, Khairpur Mirs.
- 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 BBSUTSD, Khairpur Mirs. 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 BBSUTSD, Khairpur Mirs 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 The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs free of any liability for the Clause of compensation, if any toany 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, BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs shall make the payment to the Security Company on monthly basis aftersubmission of bill in detail with attendance sheet with name of Un-Armed Guards/Armed Guards duly verified BBSUTSD, Khairpur Mirs.
- 2.17 After submission of invoice, duly completed in all respect (documentation/duly signed by authorized BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs 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, BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs 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 The Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs and Security Company should submit 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 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs 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, BBSUTSD, Khairpur Mirs 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 BBSUTSD, Khairpur Mirs or any other agency /person / organization during that month.
  - 6.2.4 Any other details/documents, if required by BBSUTSD, Khairpur Mirs.
  - 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 BBSUTSD, Khairpur Mirs)  
 Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Seal: \_\_\_\_\_

**WITNESS – 1**

**WITNESS – 2**

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

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

(INTEGRITY PACT)  
**DECLARATION OF FEES, COMMISSION AND  
 BROKERAGE ETC; PAYABLE BY  
 CONTRACTORS.**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: \_\_\_\_\_

**Contract Title: *HIRING OF SECURITY SERVICES, at the Benazir Bhutto Shaheed University of Technology and Skill Development Khairpur Mirs***

M/s \_\_\_\_\_ 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 Contractor]* 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, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

*[name of Contractor]* accepts full responsibility and strict liability 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 Contractor]* 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 rights 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 Contractor]* 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.

.....  
 Deputy Director (Procurement)

.....  
 (Contractor)