

# SHAHEED ZULFIQAR ALI BHUTTO UNIVERSITY OF LAW-KARACHI

## TENDER DOCUMENT

For

## SECURITY SERVICES



## Table of Contents

DEFINITIONS .....	3
1. NOTICE INVITING TENDERS (NIT) .....	6
2. INSTRUCTIONS TO BIDDERS (ITB) .....	7
2.1 Correspondence Address .....	7
2.2 Eligible Bidders .....	7
2.3 Corrupt Practices .....	7
2.4 Preparation of Bids .....	7
2.4.1 Bidding Process .....	7
2.4.2 Cost of Bidding .....	7
2.4.3 Language of Bid .....	7
2.4.4 Technical Proposal .....	7
2.4.5 Financial Proposal .....	8
2.4.6 Bid Currencies .....	8
2.4.7 Bid Security .....	8
2.4.8 Bid Validity .....	8
2.5 Submission of Bids .....	8
2.5.1 Sealing and Marking of Bids .....	8
2.5.2 Response Time .....	8
2.5.3 Extension of Time Period for Submission of Bids .....	9
2.5.4 Clarification of Bidding Documents .....	9
2.5.5 Late Bids .....	9
2.5.6 Withdrawal of Bids .....	9
2.5.7 Cancellation of Bidding Process .....	9
2.5.8 Mechanism for Redressal of Grievances .....	9
2.6.1 Opening of Bids by SZABUL .....	10
2.6.2 Clarification of Bids .....	10
2.6.3 Preliminary Examination .....	10
2.6.4 Eligibility Criteria .....	10
2.6.5 Eligibility Criteria .....	11
2.7.1 Award Criteria .....	11
2.7.2 SZABUL’s Right to accept any Bid and to reject any or all Bids .....	12
2.7.3 Notification of Award .....	12
2.7.4 Signing of Contract .....	12



2.7.5 Performance Security .....	12
2.7.6 General Conditions of Contract.....	12
2.7.7 Special Conditions of Contract.....	12
2.7.8 Integrity Pact .....	12
2.7.9 Non Disclosure Agreement .....	12
3. CONDITIONS OF CONTRACT/SCOPE OF SECURITY SERVICES .....	13
4. Schedule of Charges: .....	17
5 Contracts .....	18
5.1 Conditions of Contract .....	18
5.1.1 Definitions .....	18
5.1.2 Law Governing Contract.....	18
5.1.3 Notice .....	18
5.1.4 Authorized Representative .....	18
5.1.5 Taxes and Duties .....	19
5.1.6 Effectiveness of Contract .....	19
5.1.7 Expiration of Contract .....	19
5.1.8 Modifications or Variations.....	19
5.1.9 Force Majeure.....	19
5.1.9.1 No Breach of Contract.....	19
5.1.9.2 Extension of Time .....	19
5.1.10 Termination .....	19
5.1.11 Good Faith.....	20
5.1.12 Settlement of Disputes.....	20
5.1.13 Data Ownership.....	20
5.1.14 Obligations of the Contractor .....	20
5.2 Special Conditions of Contract.....	21
5.2.1 Performance Security .....	21
5.2.2 Payment.....	21
5.2.3 Price/Charges.....	21
6. BID FORM .....	22
7. BID SECURITY FORM .....	23
8. Performance Security System .....	24
9. INTEGRITY PACT .....	25
10. Schedule of Opening & Submission of Bids.....	26
11. Form of Contract .....	27
12. Contract Agreement.....	30



## DEFINITIONS

“**Bid**” means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by SZABUL.

“**Bid with Lowest Evaluated Cost**” means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

“**Bidder**” means a person or entity submitting a bid;

“**Bidding Documents**” means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

“**Bidding Process**” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

“**Blacklisting**” means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

“**Calendar Days**” means days including all holidays;

“**Conflict of Interest**” means -

- (i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to SZABUL to obtain an undue benefit for himself or those affiliated with him;
- (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the SZABUL under the contract;
- (iv) where an official of the SZABUL engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

“**Consultant**” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;



**“Consulting Services”** means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and program implementation;

**“Contract”** means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

**“Contractor”** means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

**“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below;

**“Coercive Practice”** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

**“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SZABUL to establish prices at artificial, noncompetitive levels for any wrongful gain;

**“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

**“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

**“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

**“Emergency”** means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, or any other rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

**“Goods”** means articles and object of every kind and description including raw materials, drugs and medicines, products, equipments, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to



installation,

transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

**“Government”** means the Government of Sindh;

**“Head of the Department”** means the administrative head of the department or the organization;

**“Lowest Evaluated Bid”** means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

**“Lowest Submitted Price”** means the lowest price quoted in a bid, which is otherwise not substantially responsive;

**“Mis-procurement”** means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made there under or any other law in respect thereof, or relating to, public procurement;

**“Notice Inviting Tender”** means the notice issued by a SZABUL through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

**“Open Competitive Bidding”** means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

**“SZABUL”** means the Shaheed Zulfiqar Ali Bhutto, University of Law-Karachi;

**“Services”** means any object of procurement other than goods or works, and includes consultancy services;

**“Substantially Responsive Bid”** means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

**“Supplier”** means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

**“Value for Money”** means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet SZABUL’s requirements.



## 1. NOTICE INVITING TENDERS (NIT)

Shaheed Zulfiqar Ali Bhutto, University of Law (SZABUL) invites Technical and Financial Proposals from reputed Security Companies licensed from Interior Division/Home Department for providing security services. Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 issued there under (“SPPRA”) which can be found at [www.pprasindh.gov.pk/](http://www.pprasindh.gov.pk/). For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010.

This TD includes the following Sections:

- Instructions to Bidders (ITB)
- Eligibility Criteria
- Terms and Conditions of Contract for Security Services/Scope of Work/Technical Proposal
- Price Schedule/Bidding Document
- Conditions of Contract.



## 2. INSTRUCTIONS TO BIDDERS (ITB)

### 2.1 Correspondence Address

The contact numbers and the correspondence address for submitting the proposals are as follow:

**Finance Department,**  
Shaheed Zulfiqar Ali Bhutto University of Law,  
Behind Ferer Police Station, Near PSO House,  
Chaudhry Khaliq-uz-Zaman Road,  
Clifton, Karachi, Pakistan.  
Tel:+92-99206452  
Fax: +92-99206425  
Email:info@szabul.edu.pk  
Website: www.szabul.edu.pk

### 2.2 Eligible Bidders

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible.

### 2.3 Corrupt Practices

1. SZABUL requires that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices.
2. SZABUL will reject a proposal for award if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

### 2.4 Preparation of Bids

#### 2.4.1 Bidding Process

This is the 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.

#### 2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and SZABUL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 2.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and SZABUL must be written in English.

#### 2.4.4 Technical Proposal

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates, list of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment.





#### **2.4.5 Financial Proposal**

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SZABUL. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately.

#### **2.4.6 Bid Currencies**

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR).

#### **2.4.7 Bid Security**

The SZABUL shall require the bidders to furnish the Earnest Money @ 2% of Bid Value in shape of pay order/demand draft in favor of Shaheed Zulfiqar Ali Bhutto University of Law-Karachi.

Bid Security should be attached with Financial Proposal. Bidders are also required to submit affidavit that the Bid Security has been attached with the Financial Proposal.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the SZABUL as non – responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has been expired.

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
  - Sign the contract in accordance with ITB Section [2.7.4]; or
  - Furnish performance security in accordance with ITB Section [2.7.5].

#### **2.4.8 Bid Validity**

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SZABUL;

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; and

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity.

### **2.5 Submission of Bids**

#### **2.5.1 Sealing and Marking of Bids**

Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and Technical Proposal. Envelope shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.

#### **2.5.2 Response Time**

Bidders are required to submit their Bids within Fifteen (15) calendar days from the date of publication of Notice Inviting Tender/Corrigendum as per National Competitive Bidding. Bids shall not be received by SZABUL at the address specified under ITB Section [2.1] within office hours.



### **2.5.3 Extension of Time Period for Submission of Bids**

SZABUL may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than three bids have been submitted and SZABUL is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened;
- If the SZABUL is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended.

### **2.5.4 Clarification of Bidding Documents**

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SZABUL shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid.

It should be noted that, any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

### **2.5.5 Late Bids**

Any bid received by SZABUL after the deadline for submission of bids prescribed by SZABUL pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.

### **2.5.6 Withdrawal of Bids**

The Bidder may withdraw its Technical Proposal and Financial Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization provided that, written notice of Withdrawal, shall be received by SZABUL prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

### **2.5.7 Cancellation of Bidding Process**

1. SZABUL may cancel the bidding process at any time prior to the acceptance of a bid or proposal,
2. SZABUL shall incur no liability towards the bidders,
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation;
4. SZABUL shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.

### **2.5.8 Mechanism for Redressal of Grievances**

SZABUL has a Committee for Complaint Redressal to address the complaints of a bidder that occur during the procurement proceedings.

Any bidder being aggrieved by any act or decision of the SZABUL during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced.



The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied;

1. prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations;
2. annul in whole or in part, any unauthorized act or decision of the procurement committee; and
3. reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that, the complaint redressal committee shall not make any decision to award the contract.

SZABUL shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by SZABUL.

SZABUL shall award the contract only after the decision of the complaint redressal committee.

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings.

## **2.6 Opening and Evaluation of Bids**

### **2.6.1 Opening of Bids by SZABUL**

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

### **2.6.2 Clarification of Bids**

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, SZABUL may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted.

### **2.6.3 Preliminary Examination**

SZABUL will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order. SZABUL may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of SZABUL.

If a bid is not substantially responsive, it will be rejected by SZABUL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

### **2.6.4 Eligibility Criteria**

All bids shall be evaluated in accordance with the eligibility criteria. SZABUL will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not confirm to the specified requirements.



## 2.6.5 Eligibility Criteria

SZABUL shall evaluate proposals using the following eligibility criteria.

S#	Description	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence attached as
1.	Firm's Status	20		Public/Private Ltd.	NTN Certificate/Letter of Incorporation / Company Registration Letter / Certificate of Registration from Registrar of Firm is required to be enclosed	Annexure "A"
		15		Partnership Firm		
		10		Proprietorship		
2.	Years in business in the requisite field	20		20 years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed	Annexure "B"
		15		15 years and above		
		10		10 years and above		
3.	Institutions on Cliental List	20		50 and above	Letters to be attached duly issued from each concerned Institution	Annexure "C"
		15		25 and above		
		10		20 and above		
4.	Average turnover in last 3 years	15		an average of 50 M and above per year	Audit Report or Tax Return of Last 3 years	Annexure "D"
		10		an average of 25 M and above per year		
6	Scope of Work	25		Yes	Attach Brief Detail	Annexure "E"
<b>Total Marks</b>		<b>100</b>			<b>Qualified/Disqualified</b>	

### NOTE:

- The company will be considered disqualified from the very outset, if not registered for Income Tax and Sales Tax (Certificate to be attached).
- Attachment of relevant evidence in each above requisite is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.
- Acquiring of 70% marks of the total score will make the Bidder qualify for participating into Financial Bid Opening.

### DISQUALIFICATION:

- The bidder will be considered disqualified during evaluation process if on the black list of SPPRA or SZABUL.

## 2.6.6 Discussion Prior to Evaluation:

If required, prior to evaluation of the Technical Proposal and Financial Proposal, SZABUL may, within 03 days of receipt of the Technical and Financial Proposals, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the Technical Proposal submitted by that Bidder.

## 2.7 Award of Contract

### 2.7.1 Award Criteria

Subject to ITB Section [2.7.2], SZABUL 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.



### **2.7.2 SZABUL's Right to accept any Bid and to reject any or all Bids**

SZABUL annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

### **2.7.3 Notification of Award**

Prior to the expiration of the period of bid validity, SZABUL will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], SZABUL will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

### **2.7.4 Signing of Contract**

Within 07 Days from the date of notification of the award the successful bidder shall furnish to SZABUL particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favor of such person.

The Contract shall be signed by the parties at City Campus SZABUL, Karachi, within 07 Days of award of contract.

### **2.7.5 Performance Security**

Within 07 DAYS of receipt of the notification of award from SZABUL, the successful Bidder shall furnish to SZABUL the Performance Security of 5 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period. The Performance Security shall be in the form of a pay order or demand draft or Bank guarantee issued by a reputable commercial Bank, acceptable to SZABUL, located in Pakistan.

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SZABUL may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure "C" shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by SZABUL and returned to the Supplier not later than thirty (30) days following the date of successful completion of the Supplier's performance obligation under the Contract.

### **2.7.6 General Conditions of Contract**

For detailed General Condition of Contract refer to Section [5.1] of this TD.

### **2.7.7 Special Conditions of Contract**

For detailed Special Condition of Contract refer to Section [5.2] of this TD.

### **2.7.8 Integrity Pact**

The successful bidder shall upon the award of the contract execute an Integrity Pact with SZABUL.

### **2.7.9 Non Disclosure Agreement**

The successful bidder shall upon the award of the contract execute a Non Disclosure Agreement with SZABUL.



### 3. CONDITIONS OF CONTRACT/SCOPE OF SECURITY SERVICES

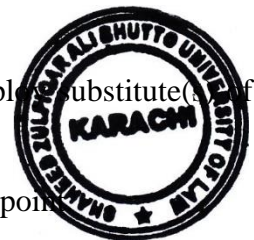
Shaheed Zulfiqar Ali Bhutto University of Law, Karachi requires Security Services as per following;

1. The contract will be valid for a period of one year (Extendable on Satisfactory Services).
2. All payments to be made by the Client to the successful bidder /contact winner under this Tender shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc.
3. The Successful bidder shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc., which are now, or may at any time hereafter during the period be assessed, imposed or charged upon the services provided by SZABUL, any Local, Provincial or Federal Government Agency, Department or Authority.
4. Successful bidder/contract winner shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of successful bidder/contract winner in their relations with the employees and their families, of CLIENT's successful bidder/contract winners and third parties arising from this agreement and accomplishing services hereunder. Successful bidder/contract winner's efforts shall include, but not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT's best interest.
5. The successful bidder/contract winner shall conduct his/her business in a professional ethical manner. The successful bidder/contract winner shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his/her employees.
6. Nothing in this contract shall be deemed to create an agency or an employer/employee relationship between the successful bidder/contract winner (his/her employees) and the client. The successful bidder/contract winner shall at all times remain solely responsible for all responsibilities and liabilities with regard to his/her employees.
7. SZABUL or its representative shall have the right to check the alertness and dress code of security services guards and supervisor on duty to confirm their conformity to the contract/agreement specifications. Problem reporting procedure and fault response time



in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

8. An effort by a bidder to influence SZABUL, directly or indirectly THROUGH UNFAIR MEANS may result in the black listing for any future tender of SZABUL.
9. The Successful bidder/contact winner will provide the Security Services for SZABUL City Campus, Main Campus, State Life Building Campus and as well as wherever required by SZABUL. However, the Security Service Company shall be bound to provide similar services/facilities, if any hostel/office is hired or established in future.
10. The successful bidder/contact winner shall render the Services of Armed Guards with Short-Gun/Repeater with Armed Security Supervisor (Ex-Army), for 12 hours each, from evening to morning and morning to evening to be fixed by SZABUL, from time to time. The staff can be posted during day timing as per need. The number may be increased or decreased as per need. The locations, number and timing of security services staff may be revised as per actual need by SZABUL from time to time on a very short notice.
11. The Security Company shall be bound to provide more Security personnel, on the agreed rates if and when required and the SZABUL & Successful bidder shall enter into agreement as per procedure.
12. The Security Company will be bound to provide short gun/repeater with minimum 20 rounds with every deployed personnel. Sufficient quantity of quality ammunition shall be available with supervisor. The security company will provide torches/lights and whistles to Security Guards deployed at the day/night time) in failure/to do so, the company has to pay Rs 5,000/- (Rupees Five thousands only) as the penalty for each day.
13. The Security Company will have to maintain the attendance of all the security guards (day/night) deployed at SZABUL duty points and in case of failure, the SZABUL will initiate strict action (s).
14. The Security Company shall provide Walky-Talky System in such a way that there is connectivity and communication.
15. The Security personnel shall be well experienced, qualified and trained, at least having 3 years services in the Security Services.
16. The Security personnel shall be responsible for the security & safety of all the premises and belonging thereto, where they are deployed.
17. In case of any shortage of Staff, the company shall be bound to deplete or substitute of equal staff immediately.
18. No guards will be assigned double duty after 12 hours duty at any point.
19. On Holidays special vigilance shall be exercised for security and safety.
20. In case of any shortage or long leave granted by the Security Company to any of its



- employee, the timely intimation shall be given to SZABUL & substitute shall be provided immediately.
21. Some responsible officer of Security Company shall periodically visit the premises where the staff will be deployed so that apart from SZABUL, the Security staff shall be checked at different timings.
  22. In case of any incident, like theft or any criminal or an unethical incident, the person concerned of Security Services shall immediately report the incident to the functionaries of SZABUL and as per instructions of SZABUL lodge the report with Police or any other agency, as the case may be. However, the SZABUL shall bear the cost of any such/legal proceedings and will remain at the back and call of Security service and its personnel.
  23. The Security Service and its staff shall abide by all the written and verbal instructions of SZABUL and its functionaries in regards to the nature, timing and other issues pertaining to their qualitative and satisfactory service.
  24. A Penalty of the amount, as per actual cost of item will be paid to SZABUL by the security company in case of loss to SZABUL due to negligence of Security Company Staff, whose extent will be finalized either through mutual consent or by Arbitration. The matter shall be resolved in accordance with Arbitration Act 1940 if Arbitration deemed necessary. Each party i.e. Contractor and Employer shall appoint one Arbitrator each to ascertain and fix responsibility). The decision arrived at by the Arbitrator shall be binding on both parties.
  25. The Security Company will provide the details of the deployed security personnel to SZABUL i.e. their CNICs copies, proof of experience, Police verification, copies of Company Identity cards and photographs etc.
  26. All Security guards must be in proper dress code, alert, ethical, duty bound and gentlemen.  
The SZABUL authorized officers may check their Uniform and alertness at any time and may ask for replacement of security guard(s)/supervisor (s) if found guilty of irresponsibility/involved in unethical practices/misbehavior/misconduct etc. The company will be bound to replace the personnel immediately on receipt of any complaint from SZABUL.
  27. The higher authorities of Security Company shall maintain close liaison with SZABUL and get feedback of the services, rendered by them.
  28. The Guards & Supervisors are not allowed to smoke during duty hours inside the premises and not allowed to take Gutka/Pan or any other prohibited items.
  29. The Guards & Supervisors are not allowed to talk unnecessarily on Mobile Phones, listen FM or Video on Mobile Phones during duty hours inside the premises.
  30. The provision of meal/food/refreshments to deployed personnel will be the responsibility of SZABUL.
  31. Every Guard and Supervisor deployed for duty under contract shall have the insurance coverage by the contractor.
  32. Every Guard and Supervisor must be trained personnel for weapon operation.
  33. Supervisors must be retired forces personnel.





34. The Company will not deploy any personnel under age of 18 years or of above 50 years in case of Guards and 65 years in case of Supervisors.
35. All the personnel deployed by the company shall be the company's own employees and they will not claim any privilege from SZABUL. The Company will directly be responsible to its employees in regards to general discipline, courteous behavior and all their actions.
36. The Company will get all its security selected personnel medically examined from approved medical practitioner recognized by the SZABUL to be fit and free from communicable diseases.
37. SZABUL shall have right to search the deployed personnel at any time while going out of the SZABUL premises and there shall be no grievance expressed/felt on this account either by company or by its employees.
38. The Company will deposit with SZABUL a sum of Rs. 500,000/- (Rupees Five Hundred Thousand only) as security deposit or submit a bank guarantee valid for 15 months for this amount towards security against any loss, theft or damage, tear and acts of outside criminal interference, or material causes and riots etc. It will be recovered by SZABUL from the security of Rs. 500,000/- depending on the extent and nature of loss. Otherwise, the security deposit will be refunded to the company on completion of contract. The security deposit will bear no interest.
39. The Company shall not sublet the contract to anyone else.
40. The Service charges, accepted and approved by SZABUL shall be paid to the concerned company up to 15 days of the preceding month.



#### 4. Schedule of Charges:

Name of Bidder: \_\_\_\_\_

<b>1. City Campus:</b>	<b>Rate Per Unit P/M</b>	<b>Total Amount P/M</b>
<b>- Day Shift (12 Hours):</b>		
Security Supervisor: 01	= PKR: _____	_____
Armed Guards: 05	= PKR: _____	_____
<b>- Night Shift (12 Hours):</b>		
Security Supervisor: 01	= PKR: _____	_____
Armed Guards: 03	= PKR: _____	_____
<b>2. Main Campus:</b>		
<b>- Day Shift (12 Hours)</b>		
Security Supervisor: 01	= PKR: _____	_____
Armed Guards: 04	= PKR: _____	_____
<b>- Night Shift (12 Hours):</b>		
Security Supervisor: 01	= PKR: _____	_____
Armed Guards: 02	= PKR: _____	_____
<b>3. State Life Building Campus:</b>		
<b>- Day Shift (12 Hours):</b>		
Security Supervisor: 01	= PKR: _____	_____
Armed Guards: 04	= PKR: _____	_____
<b>- Night Shift (12 Hours):</b>		
Security Supervisor: 01	= PKR: _____	_____
Armed Guards: 02	= PKR: _____	_____
<b>Grand Total (Per Month)</b>		<b>= PKR: _____</b>

**Notes:**

1. The total cost must include all taxes, duties and other charges as mentioned in the description column.
2. Calculation of Bid Security 2% of the Total Amount of the Financial Proposal will be submitted along with tender as Bid Security.
3. In case it is revealed at any stage that, the asked scope of the tender have not been met, the amount of the total security deposit will be fined to the company with appropriate action as deem necessary by the procurement committee.
4. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the services, the company will be liable to address it at its own cost, noncompliance of the same will result into initiation of a case against the company for non-commitment or cancellation of tender as will be decided by the Procurement Committee.
5. The successful bidder will be the one whose total sum of cost is the lowest on the basis.
6. All conditions in the contract agreement attached as Annexure G are part of this tender document.
7. The tender will be considered cancelled if the contract agreement after due signature is not submitted with Registrar Office after 07 days of completion of bid evaluation report hoisting period (07 days) on SPPRA website.



## 5 Contracts

### 5.1 Conditions of Contract

#### 5.1.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010.

“Procuring Agency” or “PA” means SZABUL.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

“Contract Price” means the price to be paid for the performance of the Services. “Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

#### 5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

#### 5.1.3 Notice

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

#### 5.1.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the SZABUL or the Supplier may be taken or executed by the officials.



### **5.1.5 Taxes and Duties**

The Service Provider/Contractor, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

### **5.1.6 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

### **5.1.7 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

### **5.1.8 Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

### **5.1.9 Force Majeure**

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

#### **5.1.9.1 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that, the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **5.1.9.2 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **5.1.10 Termination**

#### **5.1.10.1 Termination by SZABUL**

The SZABUL may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 5.1.10.1. In such an occurrence the SZABUL shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Supplier does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the SZABUL may have subsequently approved in writing;
- b. If the contractor becomes insolvent or bankrupt;
- c. If the contractor, in the judgment of the SZABUL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- d. If, as the result of Force Majeure, the contractor(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- e. If the SZABUL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### **5.1.10.2 Termination by the Contractor**

The Contractor may terminate this Contract, by not less than thirty (90) days' written notice to the SZABUL, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 5.1.10.2



- a. If the SZABUL fails to pay any money due to the Supplier pursuant to this Contract without Contractors fault.
- b. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the services for a period of not less than 60 days.

#### **5.1.10.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 5.1.10.1 or GC 5.1.10.2, the SZABUL shall make the following payments to the Contractor:

- a) Payment for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 5.1.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

#### **5.1.11 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### **5.1.12 Settlement of Disputes**

##### **5.1.12.1 Amicable Settlement**

Both the Parties agree that, the avoidance or early resolution of disputes is crucial for a smooth execution of the contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

##### **5.1.12.2 Arbitration**

If the SZABUL and the Contractor fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

##### **5.1.13 Data Ownership**

The data if any shall at all times remain the exclusive property of SZABUL. The Contractor is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to SZABUL upon completion or termination of contract and should not be available to any other party including the employees of the supplier.

##### **5.1.14 Obligations of the Contractor**

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SZABUL, and shall at all times support and safeguard the SZABUL legitimate interests in any dealings with Sub Contractors or third Parties.

##### **5.1.14.1 Conflict of Interest**

The Contractor shall hold the SZABUL's interests paramount, without any consideration of its own work, and strictly avoid conflict with other assignments or their own corporate interests.

##### **5.1.14.2 Confidentiality**

Except with the prior written consent of the SZABUL, the contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of



the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services

## **5.2 Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### **5.2.1 Performance Security**

The amount of performance security shall be Rs: 500,000/- (Rupees Five Hundred Thousand only).

### **5.2.2 Payment**

The payment to be made to the Contractor under this Contract shall be made in accordance with the

### **5.2.3 Price/Charges**

Schedule of prices/charges shall be as fixed in the contract.



**6. BID FORM**

**ANNEXURE 'A'**

**[IT SHOULD BE SPECIFIC TO EACH CONTRACT AND WILL HAVE TO BE TAILORED SEPARTELY FOR EACH TENDER DOCUMENT]**

Dated: \_\_\_\_\_, 2016

The Registrar,  
Shaheed Zulfiqar Ali Bhutto,  
University Of Law,  
Chaudhry Khaliq-Uz-Zaman Road,  
Near PSO House, Block-8, Clifton,  
Karachi, Sindh Pakistan.

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of currency \_\_\_\_\_ [total bid amount in words and figures].

We undertake, if our Bid is accepted, [to provide goods/work/related service], that will be in accordance with the terms defined in the proposal and /or contract.

Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries \_\_\_\_\_.

If our Bid is accepted, we will give the SZABUL Guarantee/Pay Order/Demand Draft of a sum Rs: 500,000/- (Rupees Five Hundred Thousand only) for the due performance of the Contract, in the form prescribed by SZABUL.

We agree to abide by this Bid for a period of ninety (90) days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:

Name & Address of Agent	Amount and Currency
_____	_____
_____	_____

(If none, State none)

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



**7. BID SECURITY FORM**

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the supply \_\_\_\_\_.

KNOW ALL PEOPLE by these presents that WE [name of SZABUL] of [name of country], having our registered office at [address of SZABUL] (hereinafter called "the SZABUL"), are bound unto SZABUL (hereinafter called "the Client") in the sum of for which payment well and truly to be made to the said Client, the SZABUL binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said SZABUL this \_\_\_\_ day of \_\_\_\_ 2016.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the SZABUL during the period of bid validity:
  - a. fails or refuses to execute the Contract, if required; or
  - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity and any demand in respect thereof shall reach the SZABUL not later than the above date.

**[Signature and Seal of the SZABUL]**





## 8. Performance Security System

To,

Registrar  
Shaheed Zulfiqar Ali Bhutto  
University Of Law-Karachi,  
Chaudhry Khaliq-Uz-Zaman Road,  
Near PSO House, Block-8, Clifton, Karachi.

WHEREAS [name of Contractor] (hereinafter called "Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_ [reference number of the contract] dated \_\_\_\_ 2017 to \_\_\_\_\_ [details of task to be inserted here] (hereinafter called "the Contract").

AND WHEREAS we have agreed to give the Contractor guarantee as required pursuant to the bidding document and the contract:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, 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 Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 2017.

**Signature and Seal of the Guarantors**



## 9. INTEGRITY PACT

Declaration of Fees, Commissions and Brokerage etc Payable by the Supplier of Services Pursuant To Rule 89 Shaheed Zulfiqar Ali Bhutto University of Law. Public Procurement Rules Act, 2010

\_\_\_\_\_ [the Contractor] 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the 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 GoP, except that which has been expressly declared pursuant hereto.

[The Contractor] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP. Notwithstanding any rights and remedies exercised by GoP in this regard, [the Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the 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 GoP.

For and On Behalf Of \_\_\_\_\_

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

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

NIC No: \_\_\_\_\_



## 10. Schedule of Opening & Submission of Bids

The Tender bids complete in all respects must reach the "Committee Room" of Shaheed Zulfiqar Ali Bhutto University of Law, Chaudhry Khaliq u Zaman Road, Block-8 Clifton, Karachi on or before 25-04-2017 till 14:00 Hours. The bids shall be opened on the same day at 15:00 Hours.



## 11. Form of Contract

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between Shaheed Zulfiqar Ali Bhutto University of Law, Clifton, Karachi., and [Contractor Name], individually referred to as a ‘Party’ and collectively referred to as the ‘Parties’. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated business transaction; and b) if the Parties enter into an agreement related to such business transaction, to fulfill each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”).

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is \_\_\_\_\_ 2016.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:

-Trade secret;

-Financial information, including pricing;

-Technical information including research, development, procedures, algorithms, data designs and know-how;

- Business information, including operation, planning, marketing, interests, and products;

- The term of any agreement entered into between the parties and the discussions, negotiations and proposals related thereto; and

-Information acquired during any facilities tours

3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
  - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
  - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
  - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care that the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:

- Any use of Confidential Information in violation of this agreement; and/or
- Communication of Confidential Information to any unauthorized third party. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know and who have first signed an agreement with



either of the Parties containing confidentiality provisions substantially similar to those set forth herein.

5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:

- Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
- Make copies of documents containing Confidential Information.

6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that: -

- Was known to the Recipient before receipt from the Discloser;
- Is or becomes publicly available through no fault of the Recipient;
- Is independently developed by the Recipient without a breach of this Agreement; - Is disclosed by the Recipient with the Discloser's prior written approval; or
- Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.

1. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".

7. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.

8. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.

9. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including preliminary injunction, in addition to all other remedies available to it.

10. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other Party.

11. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via



facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.

12. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Shaheed Zulfiqar Ali Bhutto University of Law, Clifton, Karachi

Company Name:

Registered Address:

Registered Address:

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

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

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

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

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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



**12. Contract Agreement**

**CONTRACT AGREEMENT**

THIS AGREEMENT is entered into at Karachi  
on this the \_\_\_\_ day of \_\_\_\_\_, 2016

**BETWEEN**

M/S. \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, (hereinafter referred to as "Supplier", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;

**AND**

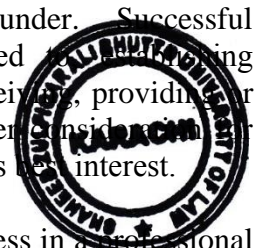
SHAHEED ZULFIQAR ALI BHUTTO UNIVERSITY OF LAW-KARACHI and having its Office at Chaudhry Khaliq-uz-Zaman Road, Near, Near PSO House, Block-8 Clifton, Karachi, Sindh, Pakistan. (hereinafter referred to as "SZABUL", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

**WHEREAS:**

"SZABUL" intends to acquire the services of "Contractor" for the Security Services and Contractor agree to provide the same.

The terms and conditions are as follows:

1. The contract will be valid for a period of one year (Extendable on Satisfactory Services).
2. All payments to be made by the Client to the successful bidder /contact winner under this Tender shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc.
3. The Successful bidder shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc., which are now, or may at any time hereafter during the period be assessed, imposed or charged upon the services provided by SZABUL, any Local, Provincial or Federal Government Agency, Department or Authority.
4. Successful bidder/contract winner shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of successful bidder/contract winner in their relations with the employees and their families, of CLIENT's successful bidder/contract winners and third parties arising from this agreement and accomplishing services hereunder. Successful bidder/contract winner's efforts shall include, but not limited to, providing adequate precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT's best interest.
5. The successful bidder/contract winner shall conduct his/her business in a professional ethical manner. The successful bidder/contract winner shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his/her employees.



6. Nothing in this contract shall be deemed to create an agency or an employer/employee relationship between the successful bidder/contract winner (his/her employees) and the client. The successful bidder/contract winner shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his/her employees.
7. SZABUL or its representative shall have the right to check the alertness and dress code of security services guards and supervisor on duty to confirm their conformity to the contract/agreement specifications. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
8. An effort by a bidder to influence SZABUL, directly or indirectly THROUGH UNFAIR MEANS may result in the black listing for any future tender of SZABUL.
9. The Successful bidder/contact winner will provide the Security Services for SZABUL City Campus, Main Campus, State Life Building Campus and as well as wherever required by SZABUL. However, the Security Service Company shall be bound to provide similar services/facilities, if any hostel/office is hired or established in future.
10. The successful bidder/contact winner shall render the Services of Armed Guards with Short-Gun/Repeater with Armed Security Supervisor (Ex-Army), for 12 hours each, from evening to morning and morning to evening to be fixed by SZABUL, from time to time. The staff can be posted during day timing as per need. The number may be increased or decreased as per need. The locations, number and timing of security services staff may be revised as per actual need by SZABUL from time to time on a very short notice.
11. The Security Company shall be bound to provide more Security personnel, on the agreed rates if and when required and the SZABUL & Successful bidder shall enter into agreement as per procedure.
12. The Security Company will be bound to provide short gun/repeater with minimum 20 rounds with every deployed personnel. Sufficient quantity of quality ammunition shall be available with supervisor. The security company will provide torches/lights and whistles to Security Guards deployed at the day/night time) in failure/to do so, the company has to pay Rs 5,000/- (Rupees Five thousands only) as the penalty for each day.
13. The Security Company will have to maintain the attendance of all the security guards (day/night) deployed at SZABUL duty points and in case of failure, the SZABUL will initiate strict action (s).
14. The Security Company shall provide Walky-Talky System in such a way that there is connectivity and communication.
15. The Security personnel shall be well experienced, qualified and trained, at least having 3 years services in the Security Services.
16. The Security personnel shall be responsible for the security & safety of the premises and belonging thereto, where they are deployed.
17. In case of any shortage of Staff, the company shall be bound to deploy (substitute) of equal staff immediately.
18. No guards will be assigned double duty after 12 hours duty at any point.





19. On Holidays special vigilance shall be exercised for security and safety.
20. In case of any shortage or long leave granted by the Security Company to any of its employee, the timely intimation shall be given to SZABUL & substitute shall be provided immediately.
21. Some responsible officer of Security Company shall periodically visit the premises where the staff will be deployed so that apart from SZABUL, the Security staff shall be checked at different timings.
22. In case of any incident, like theft or any criminal or an unethical incident, the person concerned of Security Services shall immediately report the incident to the functionaries of SZABUL and as per instructions of SZABUL lodge the report with Police or any other agency, as the case may be. However, the SZABUL shall bear the cost of any such/legal proceedings and will remain at the back and call of Security service and its personnel.
23. The Security Service and its staff shall abide by all the written and verbal instructions of SZABUL and its functionaries in regards to the nature, timing and other issues pertaining to their qualitative and satisfactory service.
24. A Penalty of the amount, as per actual cost of item will be paid to SZABUL by the security company in case of loss to SZABUL due to negligence of Security Company Staff, whose extent will be finalized either through mutual consent or by Arbitration. The matter shall be resolved in accordance with Arbitration Act 1940 if Arbitration deemed necessary. Each party i.e. Contractor and Employer shall appoint one Arbitrator each to ascertain and fix responsibility). The decision arrived at by the Arbitrator shall be binding on both parties.
25. The Security Company will provide the details of the deployed security personnel to SZABUL i.e. their CNICs copies, proof of experience, Police verification, copies of Company Identity cards and photographs etc.
26. All Security guards must be in proper dress code, alert, ethical, duty bound and gentlemen.  
The SZABUL authorized officers may check their Uniform and alertness at any time and may ask for replacement of security guard(s)/supervisor (s) if found guilty of irresponsibility/involved in unethical practices/misbehavior/misconduct etc. The company will be bound to replace the personnel immediately on receipt of any complaint from SZABUL.
27. The higher authorities of Security Company shall maintain close liaison with SZABUL and get feedback of the services, rendered by them.
28. The Guards & Supervisors are not allowed to smoke during duty hours inside the premises and not allowed to take Gutka/Pan or any other prohibited items.
29. The Guards & Supervisors are not allowed to talk unnecessarily or to listen FM or Video on Mobile Phones during duty hours inside the premises.
30. Every Guard and Supervisor deployed for duty under contract should have the life insurance coverage by the contractor.
31. Every Guard and Supervisor must be trained personnel for weapon operations.



32. Supervisors must be retired forces personnel.
33. The Company will not deploy any personnel under age of 18 years or of above 50 years in case of Guards and 65 years in case of Supervisors.
34. All the personnel deployed by the company shall be the company's own employees and they will not claim any privilege from SZABUL. The Company will directly be responsible to its employees in regards to general discipline, courteous behavior and all their actions.
35. The Company will get all its security selected personnel medically examined from approved medical practitioner recognized by the SZABUL to be fit and free from communicable diseases.
36. SZABUL shall have right to search the deployed personnel at any time while going out of the SZABUL premises and there shall be no grievance expressed/felt on this account either by company or by its employees.
37. The Company will deposit with SZABUL a sum of Rs. 500,000/- (Rupees Five Hundred Thousand only) as security deposit or submit a bank guarantee valid for 15 months for this amount towards security against any loss, theft or damage, tear and acts of outside criminal interference, or material causes and riots etc. It will be recovered by SZABUL from the security of Rs. 500,000/- depending on the extent and nature of loss. Otherwise, the security deposit will be refunded to the company on completion of contract. The security deposit will bear no interest.
38. The Company shall not sublet the contract to anyone else.
39. The Service charges, accepted and approved by SZABUL shall be paid to the concerned company up to 15 days of the preceding month.
40. **Goods Faith:**
- The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.
41. **Settlement of Disputes:**
- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
  - If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be held in English.
42. **Conflict of Interest:**
- The Supplier shall hold the SZABUL's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.



**43. Support Escalation Matrix:**

For timely addressing of complaints given support escalation matrix will be utilized/followed:-

	Name/Designation	
<b>LEVEL-1</b>	(support staff)	
First complain if the call is not resolved	Landline Phone	
<b>"within specified response time"</b>	Email	
(05 days)	Cell	
	Name/Designation	
	(Regional)	
<b>LEVEL-2</b>	Head/Manager/GM)	
Second complain, if the call is attended		
within <b>"Specified Response Time"</b> and	Landline Phone	
<b>not attended / or</b> the problem still	Email	
unresolved even after complaining at Level-1		
(10 days)	Cell	
	Name/Designation	
<b>LEVEL-3</b>	(CEO of the firm)	
Third complain, if the call is attended within		
<b>"Specified Response Time"</b> and not	Landline Phone	
<b>attended /or</b> the problem still unresolved	Email	
even after complaining at Level-2	Cell	
<b>Note: Ensure that no column above is left blank</b>		

In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.



Company's Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Stamp

Client's Signature \_\_\_\_\_

Name

Designation

Company Name:

Address:

Stamp

Witness:

Signature \_\_\_\_\_

Name

Designation

Company Name: SZABUL

Address Chaudhry Khaliq-Uz-Zaman Road,

Near PSO House, Clifton, Karachi

