

Rs. 500/-

# **BIDDING DOCUMENTS**

FOR HIRING OF PRIVATE SECURITY GUARDS  
AT REGIONAL OFFICE PUNJAB-SOUTH, RMT LAB MULTAN,  
MAINTENANCE UNITS BAHAWALPUR, RAHIM YAR KHAN AND  
DERA GHAZI KHAN.



Last date of Submission : 26<sup>th</sup> April, 2021

Name of Company to whom issued: \_\_\_\_\_

Date of Advertisement: \_\_\_\_\_

Name of Newspaper: \_\_\_\_\_

## **NATIONAL HIGHWAY AUTHORITY**

NHA Regional Complex, Nag Shah Chowk, Multan

Phone: 061-4263300

061-4263311

# National Highway Authority

GM (Maint) Punjab-South

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# **NATIONAL HIGHWAY AUTHORITY**

## **Instructions to Bidders**

1. NHA intends to award contract for provision of private security guards at NHA Regional Office Punjab-South, Multan, Regional Material Testing Lab, Multan and Maintenance Units Bahawalpur, Rahim Yar Khan and Dera Ghazi Khan to an Income Tax & PST registered Company having 05 years' experience in the said field and also providing security services to other Government Departments/autonomous bodies through a contract etc.
2. Technical/Qualification Bid document on prescribed form (Annex-B & C) along-with Financial/Priced Bids on prescribed form (Annex-D), complete in all respects, sealed in separate envelopes and further sealed in a single envelop should be submitted in NHA Regional Complex, Nag Shah Chowk (N-70), Multan on 26<sup>th</sup> April, 2021 until 1100 hours. The Envelope containing Technical Bid will be opened on the same day at 1130 hours, in presence of the participating bidders. The second envelope containing the Financial/Priced Bid will further be sealed.
3. Following are the terms of reference for pre-qualifications:-
  - a. The security company having 05 years experience in provision of security services to Govt/Semi Govt Department is eligible for technical/Pre Qualification.
  - b. Security Company or their fully operational/Finance offices established in Multan are eligible for pre-qualification.
  - c. Name of Company with list of CEO and MDs, Manager Operations and Manager Finance with office address, land line numbers to be provided.
  - d. Registration number of EOBI and ESSI with deposit during last financial year.
  - e. Provide list of clients of Govt/Semi Govt Departments / Autonomous Bodies for last 05 years with reference.
  - f. Security Company will be required to arrange residential accommodation and messing facility for the security guards in close vicinity of duty area and having reliable transportation arrangement. Pick and drop at/from the place of duty will be the responsibly of the security company.
  - g. Security company shall provide suitable relievers (without additional charges) to cater leaves/sick, etc, of the deployed security guards.
  - h. Details of weapon with type of licenses held by the security company, which will be issued to company guards deployed in NHA offices/locations.
  - i. Procedure of operational/surprise checks.
  - j. Eligibility Criteria/procedures for recruitment/verification.

- k. Type of communications equipment installed, with PTA licence. Location of base station and coverage area in the city of deployment of guards and communication held countrywide.
- l. Privileges/facilities entitled to the guards including weekly/monthly leave with pay and procedure for provision of reliever/replacement.
- m. The age of deputed guards should not be above 45-47 years.
- n. Insurance of employee .
- o. The Security Company must be in possession of valid NOC from Ministry of Interior, Government of Pakistan and Home Department, Government of the Punjab, valid NTN and PST registration numbers.
- p. Audited financial reports for last three years.
- q. The security company is required to provide marginal analysis of the financial rates/priced bid.
- r. Pre-qualification document must be completed in all respect and all pages are to be attested /signed by the Manager Operations and Manager Marketing as well. Incomplete documents will not be entertained for prequalification.
- s. Credentials of the security companies can be verified from their office premises if required so.
- t. Circle the appropriate Sub-Paragraph/Options. The security companies providing unsubstantiated and/or incorrect information will be liable for disqualification and legal action without any opportunity qua clarification.
- u. Security Company fulfilling the eligibility criteria as mentioned in the advertisement will be evaluated on point basis, distribution of which is mentioned in Annex-C. 70% marks are essential to qualify for bidding process.
- v. The qualified bidders will be invited for priced/financial bidding. Rates for security services/guards should be quoted keeping in view the minimum wages with 04x days leave per month as notified by Government of the Punjab. Security Guard is to be placed on duty for not exceeding 08 hours duty in 24 hours as per labour laws. Shortage of guards/deployment of guards on double duty is strictly prohibited.
- w. The successful bidder will enter into contract agreement. The successful bidder shall deposit performance Security/Bank Guarantee in shape of CDR/DD/PO equal to 10% of total amount of one year contract in the Office of GM (Maint) Pb-South, NHA, Multan, before signing of the contract.
- x. NHA reserves the rights to invite the next lowest bidder in case the first bidder is unable to complete pre-requisites or fails to provide requisite manpower, weapons and other security equipment as per pre-decided schedule, inclusive of all the formalities.
- y. A security company whose contract has ever been terminated by NHA or any other government department is not eligible for pre-qualification.

- z. The security companies to whom notice of non-compliance/poor performance was served during currency of their contract with NHA are also not eligible for pre-qualification.
  - aa. Only successful security companies will be intimated and asked for rates to enter into an agreement of contract on Stamp Paper on the basis of terms and conditions prescribed by NHA. NHA has the right to increase or reduce the number of required private security guards at the time of signing of contract agreement or at any later stage during execution of contract period (if required) as per the marginal analysis submitted by the bidder.
  - bb. Criteria/standard specified for provision of security guards will not be relaxed at later stage, so all the bidders should carefully read and understand the instructions/terms and conditions, of the Bidding Documents.
4. National Highway Authority, reserves the right to reject all bids without assigning any reasons.

**General Manager (Maint) Punjab-South**  
**National Highway Authority**  
NHA Regional Complex, Nag Shah Chowk, Multan  
(Phone: 061-4263300)  
061-4263311

**NATIONAL HIGHWAY AUTHORITY**  
**Punjab-South Region**

Eligibility Form: Provision of Security Services to NHA Regional Office Multan,  
RMT Lab Multan, Maintenance Units Bahawalpur, Rahim Yar Khan and DG Khan

1. Name of Company : \_\_\_\_\_
2. Date of Registration of Security Company: \_\_\_\_\_
3. Name of owners of the Company      Name \_\_\_\_\_  
S/o \_\_\_\_\_  
CNIC No. \_\_\_\_\_
4. Address of Head office with Telephone/Fax No. \_\_\_\_\_
5. Name of Manager Operations, office address, landline/Mobile/Fax No. in Multan  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_
6. Name of Manager Finance, office address, landline/Mobile/Fax No. in Multan  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_
7. NTN Number : \_\_\_\_\_
8. PST Number : \_\_\_\_\_
9. Registration Number of EOBI: \_\_\_\_\_
10. Registration Number/certificate of social welfare (ESSI/PESSI): \_\_\_\_\_
11. Security company is registered and having valid NOC from:  
(Encircle and attach copy)  
(i) Ministry of Interior, Govt. of Pakistan  
(ii) Home Department Govt. of Punjab  
(iii) Home Department Govt. of Sindh  
(iv) Home Department Govt. of Balochistan  
(v) Home Department Govt. of Khyber Pakhtoonkhwa  
(vi) Home Department Azad Jammu & Kashmir
12. Insurance of employees and details of premium paid last 4 years.

\_\_\_\_\_  
(Authorized Signature & Stamp)

**NATIONAL HIGHWAY AUTHORITY**  
**Punjab-South Region**

TECHNICAL BID FOR PROVISION OF SECURITY SERVICES AT NHA  
REGIONAL OFFICE PUNJAB-SOUTH, RMT LAB MULTAN, MAINTENANCE UNITS  
BAHAWALPUR, RY KHAN AND DG KHAN

1. **Details of security services provided to Govt/Semi Govt Department related for more than 25 person (s) with security apparatus:-**  
**(15 Marks)**

(a)

Sr. No.	Name of Department	Address	Name of Supervising officer with contact number of that Deptt.

(ii) Details

Sr. No.	Category	Duration of Contract with date			Rate per person	Total Contract Amount
		From	To	Total Period		

(b)

Sr. No.	Name of Department	Address	Name of Supervising officer with contact number of that Deptt.

(ii) Details

Sr. No.	Category	Duration of Contract with date			Rate per person	Total Contract Amount
		From	To	Total Period		

2. **Details of weapons and other equipment that can be deployed on NHA's Demand:-**  
**(10 Marks)**

Sr. No.	Nomenclature	Number available and can be deployed on NHA's Demand
(a)		
(b)		
(C)		

3. **Operational/Surprise Check:-** (10 Marks)

- (a) Once a day /after 24 hours by supervisor provided with motorcycle.
- (b) Twice a day /12 hours by supervisor provided with motorcycle.
- (c) Thrice a day / 8 hours by supervisor provided with motorcycle.

4. **Number of Ex-Army/Police personals employee having less than 50 years of age:-**

(10 Marks)

Sr. No.	Category	Total Number
(a)		
(b)		

5. **Eligibility Criteria /Procedure for Recruitment/ Verification:-**

(10 Marks)

a. **Eligibility Criteria for induction:-**

- (i)
- (ii)
- (iii)

b. **Recruitment procedure:-**

- (i)
- (ii)
- (iii)

c. **Verification procedure:-**

- (i)
- (ii)
- (iii)

6. **Communication System:- (Encircle and attach Copy)** (15 Marks)

- a. Base Station Established at Multan at (Location)
- b. Type of Equipment:
- c. PTA Operating Licence.
- d. Coverage Area including Multan, Bahawalpur, DG Khan, RY Khan (attach city map of deployment with highlighted coverage areas).

7. **Privileges / Facilities entitled for Guards:-**

(10 Marks)

- a. Accommodation and messing
- b. EOBI
- c. ESSI
- d. Insurance coverage in case of injury / death while on duty up to Rs. \_\_\_\_\_
- e. No. of Days off/leave with pay in month \_\_\_\_\_
- f. Extra guards as a reliever will be provided without any extra charges.
- g. Salary to the guards is to be disbursed on or before 5<sup>th</sup> of each month without waiting of invoice from client.

8. Separate list of Government/Semi Government Departments/ Autonomous Bodies provided security services during last five years with reference. (05 Marks)

9. **Financial Position:-**

- (a) Audited financial reports for last three years (15 Marks)
- (b) Copies of contribution deposited against EOBI, ESSI and Insurance during last Financial year.

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(Authorized Signature & Stamp)

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**NATIONAL HIGHWAY AUTHORITY**  
PRICED/FINANCIAL BID APPLICATION (Page-1/2)

1. Name of Company : \_\_\_\_\_
2. Name of Owner of the Company: Name \_\_\_\_\_  
S/o \_\_\_\_\_  
CNIC No. \_\_\_\_\_
3. Address of Head Office : \_\_\_\_\_  
\_\_\_\_\_  
Landline No. \_\_\_\_\_  
Fax No. \_\_\_\_\_
4. Name of Manager Operations : \_\_\_\_\_  
And office address : \_\_\_\_\_  
\_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_
5. NTN Number : \_\_\_\_\_
6. PST Number : \_\_\_\_\_
7. EOBI Number : \_\_\_\_\_
8. ESSI No. : \_\_\_\_\_
9. Bid Price with marginal analysis per person (in figure Lump sum monthly charges):
  - a) **For 01 Armed Security Guard:** Rs. \_\_\_\_\_
  - b) **Total Bid Amount (for 20x Security Guards per Month)**  
(6x for Regional Office Multan, 2x at RMT Lab, Multan, 2x at Maint Unit Bahawalpur, 6x at New & old Sutlej Bridge, N-5, Bahawalpur, 2x at Maint Unit RY Khan and 2x at Maint Unit DG Khan) Amount in Words : \_\_\_\_\_
10. Earnest Money : Rs. 50,000/-
11. Bank Draft /Pay Order No. : \_\_\_\_\_  
Date: \_\_\_\_\_ Amount: \_\_\_\_\_
12. Last date for Submission of Bids in the office of GM (Maint) Punjab-South, NHA Multan is 26<sup>th</sup> April, 2021 till 1100 hours.
13. Place of Bids Opening : Conference Room, NHA Regional Office, Nag Shah Chowk (N-70) Multan

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(Authorized Signature & Stamp)

**NATIONAL HIGHWAY AUTHORITY**  
PRICED/FINANCIAL BID APPLICATION (Page-2/2)

**Marginal Analysis**  
of 01x Armed Security Guard

<b>Description</b>	<b>(in Rupees)</b>
Per month Salary (Rs.)	18,138/-
Monthly off (4x days x Rs. _____) = Rs. _____	
Total salary	
Weapons	
Uniform	
EOBI	
Insurance	
Social Security/Welfare (ESSI/PESSI, etc)	
Terminal Benefits	
Depreciation and Licence Fee	
Any other expenditure	
Total Liabilities	
Service Charges	
PST	
<b>Priced Bid Rate 01 Armed Security Guard (inclusive of all costs, taxes, levies, etc.)</b>	

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(Authorized Signature & Stamp)

**TERMS AND CONDITIONS**

*Provision of Private Security Guards at NHA Regional Office, Multan  
and at certain locations in NHA Maintenance Units  
(Multan, DG Khan, Bahawalpur & RY Khan)*

**SECTION 1****Scope of Services**

- 1.1 (Name Of Company) will provide under mentioned armed security Guards from ex-serviceman strength and security apparatus to NHA (Punjab-South):-

No	Category	No. of Armed Security Guards
i.	NHA Regional Office, Multan	06
ii.	NHA RMT Lab, Multan	02
iii.	NHA Maint Unit, Bahawalpur	02
iv.	New & Old Sutlej Bridge, N-5, Bahawalpur	06
v.	NHA Maint Unit, Rahim Yar Khan	02
vi	NHA Maint Unit, Dera Ghazi Khan	02
<b>Total No. of Armed Security Guards</b>		<b>20</b>

- 1.2 Security Guards shall be armed with latest weapons (having valid licences) as per requirement of NHA including pistol, short gun (repeater) and 7 mm rifle or compatible. The company shall provide list of weapons along with services history of the allocated weapons serviceable and operationally fit and certificate of weapons fitness on quarterly basis.
- 1.3 The Security Company shall provide suitable relievers (without additional charges) to cater leaves/sick, etc, of the deployed security guards..
- 1.4 If Security Company is unable to provide requisite numbers of armed security Guards; notice for non-compliance will be issued to the security company under intimation to the licensing authority and District Administration. After issuance of three (03) non-compliance notices; the NHA reserves the right to terminate contract agreement at any time.
- 1.5 Security Guard is to be placed on duty for not exceeding 08 hours duty in 24 hours as per labour laws. Shortage of guards/deployment of guards on double duty is strictly prohibited. If any security guard is found performing more than 8 hours duty per day, the wage of that particular duty will not be paid to the company.
- 1.6 The security company shall conduct refresher training of its Security Guards on biannual basis and training certificate shall be furnished to DD (Admin) Punjab-South, NHA, Multan.
- 1.7 The security company shall provide security clearance of their security staff from the Local Police (Temporary Address) and Home District (Permanent Address) and Special Branch before deployment at NHA locations.
- 1.8 The company will maintain reserve pool of security cleared guards for deployment on 24 hours notice. Absentees will be replaced immediately by the company without any additional charges.

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- 1.9 The security guards shall be medically Cat 'A', physically healthy, and retired with exemplary character. The guards must be retired from Infantry Formations. The security company will present medical fitness of security staff for duty at the time of deployment and after that on six month basis. Civilian guards if any will be nominated by NHA. Security Staff can be interviewed prior to their deployment on duty. Shifts to be rotated with two weeks interval.
- 1.10 The Security Guards will hold valid Computerized National Identity Card and carry all the times their security and identification papers with them.
- 1.11 All Security Guards, which are required to be deployed in NHA Offices, Units, Sites, etc, shall be selected carefully by the (Name Of Company).
- 1.12 The Security Guards shall be employees of the (Name Of Company) and shall perform duties for NHA as per terms of contract.
- 1.13 The (Name Of Company) shall observe the applicable Labour Laws and enactments in operation and enforce from time to time.
- 1.14 The (Name Of Company) will ensure that security guards do not indulge in unionism, strikes, undesirable activities, political agitation and unapproved group religious activities.
- 1.15 Security Guards will be posted on static places of duty or as requirement of NHA. Security Guards for patrolling will be posted according to the mutually agreed plan. In case of mobile/escort guard's requirement, transport will be provided by NHA. The (Name Of Company) will provide security services in NHA Regional Office, RMT Lab, Maintenance Units, and Site Offices on same terms and conditions/rates as and when required/formally requested by NHA.
- 1.16 Maximum age limit of Security Guard (not more than 45-47 years) will be strictly adhered to.
- 1.17 An indemnity bond in the prescribed Performa on Stamp Paper of Rs.500/- shall be executed by the (Name Of Company) to meet the losses and damages due to the negligence of all or any of the security guards of "The (Name Of Company)" during currency of the running contract.
- 1.18 The (Name Of Company) shall not employ as a security guard any person who:-
- a. Has been convicted of any offence involving moral turpitude or dismissed from government service.
  - b. Is not fit and proper person to be employed as security guard.
- 1.19 The (Name Of Company) should select guards/their reliever carefully and provide full particulars of the security guards along-with copies of CNIC, two photographs, verification, medical fitness certificate and educations certificate to NHA before deployment of guards for approval. Frequent replacement of security guards shall not be allowed.

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- 1.20 NHA reserve the right to discontinue the services of any security guard deployed by (Name Of Company) without giving any reason and the (Name Of Company) will withdraw and replace that person immediately to NHA.
- 1.21 The (Company) has made no misstatement with regard to performance of its obligation under this contract and there is no fact known to the (Name Of Company) or its agents or employees which would materially affect NHA's decision in executing this Contract
- 1.22 The (Name Of Company) shall maintain insurance with responsible and reputable companies in such amounts and covering such risks as is prudent and is usually effected by entities or individuals engaged in operations similar to that of the (Name Of Company) and shall furnish to NHA with evidence of compliance upon the request.
- 1.23 That there are no judicial or departmental proceedings pending, or to the best of its knowledge threatened for the liquidation or insolvency of the (Name Of Company) or that could materially or adversely affect the performance by the (Name Of Company) of its obligations under this Contract.
- 1.24 The execution, delivery and performance of these obligations vide running Contract by the (Name Of Company) does not constitute a violation of any law, court ruling, governmental regulations, decision of an arbitrator of competent jurisdiction or contractual obligation applicable or relating to it and its assessments or business.

## **SECTION 2**

### **Currency of Contract**

- 2.1 Contract will be for the period of one (01) year (with effect from the date of commencement) extendable as per law with mutual consent of the parties and subject to satisfactory performance of the contractor.
- 2.2 The Contract shall be considered completed automatically upon completion of the contract period until it is terminated by either party in following manners:-
- a. NHA, may, in writing, terminate contract during contract period upon serving 30 days Notice and the same shall stand terminated forthwith upon expiry of 30 days from the date of issuance of such notice unless said notice is withdrawn by the NHA or payment of half month contract price based on last month verified bill to the (name of company).
  - b. In case, the Contractor intends to terminate the contract during contract period, 90 day's prior notice will be served to the NHA or payment of 30 days contract price based on previous month verified bill to the NHA.
- 2.3 The Contract shall liable to be immediately terminated by NHA after giving three notices of 07 days each for rectification of any or all of the following non-conformities:-
- a. In case contractor is unable to provide requisite number of security guards.
  - b. Non-conformance of uniform by the deployed security guards.

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(Authorized Signature & Stamp)

- c. On complaint(s) received regarding non-payment of monthly salaries to deployed guards as per prevailing minimum wage rates in accordance with the detail of monthly salary given in marginal analysis of approved priced bid.
- d. Inability of the contractor in depositing the due contributions towards Social Security, EOBI, ESSI/PESSI, insurance, etc.
- e. If the contractor fails to provide security clearance within stipulated time period. Or
- f. Any other condition(s) mentioned in Instructions to Bidder (ITB), Technical Evaluation Form or Priced Bid Form, etc.

### **SECTION 3**

#### **Payments**

- 3.1 Staff for security services will be provided at fixed monthly cost as per approved bid price.
- 3.2 The (Name of Company) shall submit to NHA monthly Invoice as per approved priced bid on the last working day of that month. The invoice must contain verified copies of salary payment receipts containing original signature of the deployed guards and receipts of the contribution deposited against EOBI, ESSI/PESSI, insurance, etc of each & every deployed security guard as per detail given in the marginal analysis and approved monthly priced bid.
- 3.3 Payment shall be made to the (Name of Company) within Thirty (30) days on receipt of monthly invoice alongwith all requisite documents, duly certified by NHA after deduction of all applicable taxes, levies, etc. Deduction shall also be made with respect to non-submission of any of the required salary and other receipts as mentioned above.
- 3.4 NHA may also make pro rata deduction from the invoiced amount on account of the absence of any security staff or found asleep during duty or wearing improper/shabby dress or found receiving gifts or otherwise engaged in unauthorized or other activities which may be harmful for NHA, which shall be determined by sole reference to NHA.
- 3.5 Security guards will be considered to be on effective pay Roll of the (Name Of Company) from the date they report in NHA.
- 3.6 The (Name Of Company) shall arrange & provide insurance cover for all his deployed security guards, valid from the commencement date to the end of the contract period. The contractor shall also arrange & ensure registration of all his deployed security guards with EOBI, ESSI/PESSI, etc.
- 3.7 The (Name Of Company) shall submit attested copies of insurance policy, EOBI and ESSI/PESSI, registration certificates/cards to NHA for its reference, record and security reasons. In case of failure to provide the required documents, NHA may withheld/deduct a part of the payable amounts as per the prevailing rates of these departments, while making the monthly payments to the contractor till the required information and record is duly submitted by the contractor.

\_\_\_\_\_  
(Authorized Signature & Stamp)

- 3.8 In case the contract period is extended, the (Name Of Company) shall have to ensure payment of Insurance, EOBI, ESSi, PESSi contributions and renewal and extension of insurance cover accordingly and submit the copy of extended policy to NHA before expiry of the existing terms of the contract.
- 3.9 Pay to the deployed security guards shall be disbursed by the (Name Of Company) under their own arrangements positively by or before 5<sup>th</sup> of each month without waiting for payment of monthly invoice, whereas no such security guard/ personnel would bear any lien against NHA.
- 3.10 Payment towards workers Insurance, Social Security and EOBI or any other dues that may become applicable will be paid by the (Name Of Company) at no extra cost to NHA.

#### **SECTION 4**

##### **Inspection and Discipline**

- 4.1 Besides supervision of the (Name Of Company), NHA will also exercise supervision on required security guards and report any misconduct of deployed security guards to the (Name Of Company) for prompt remedial measures. If NHA finds that any security guard have committed serious misconduct or have been charged with criminal action or NHA will have reasonable cause to be dissatisfied with the performance of any security guard, then, the (Name Of Company) shall be under obligation to remove/replace such guard.
- 4.2 The (Name Of Company) will replace any security person(s) as and when desired by NHA and provide appropriate substitute at once.
- 4.3 The security guards will be properly dressed in prescribed uniform while on duty. They will wear uniform as prescribed by the Licensing Authority and display Identity Card of the (Name Of Company).
- 4.4 DD (Admin) NHA Multan and concerned Deputy Directors (Maintenance) NHA, Bahawalpur, RY Khan and DG Khan will exercise command and control of deployed security staff. Security guards of the (Name Of Company) will follow the instructions of NHA authorized officials as and when directed.
- 4.5 Security Guards deployed at locations/offices other than NHA Regional Office, Multan will be surprise checked by (Name Of Company) and report on prescribed Proforma will be furnished to NHA on weekly basis. Supervisor of the company appointed should take rounds of duty at regular intervals to check presence /absence of guards and brief them.

#### **SECTION 5**

##### **Notices**

- 5.1 All notices to be served under the Contract shall be in writing and delivered by hand or registered post/courier service at the address herein below;

**Mailing Address of NHA**

*[Office of GM (Maint) Pb-South  
NHA, Chowk Nag Shah (N-70)  
Multan].*

**Mailing Address of (Contractor)**

*((Name and Address of Company with  
Landline and Fax number)*

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(Authorized Signature & Stamp)

## **SECTION 6**

### **Governing**

- 6.1 This contract shall be governed by and construed in accordance with the laws of Pakistan and conditions spelled out in this Annexure will be binding on the parties.
- 6.2 The parties can amend the contract terms and conditions through written request and mutual understanding upon the approval of the Competent Authority.
- 6.3 No failure or delay on the part of NHA to exercise any power, right or remedy under this Contract shall operate as a waiver thereof nor shall any single or partial exercise by NHA of any power right or remedy preclude any other or further exercise thereof or the exercise of any power right or remedy. The remedies provided in this Contract are cumulative and are not exclusive of any remedies provided by the law.
- 6.4 The *(Name Of Company)* shall not assign this Contract or its rights and obligations hereunder to any other person or entity, except with the prior written permission of the NHA.
- 6.5 Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.
- 6.6 This Contract along with its annexure constitute the complete and final obligations between the *(Name Of Company)* and the NHA and supersedes any and all prior agreements, understandings, communications and arrangement whether oral or written between the parties with respect to the subject matter hereof.
- 6.7 If any provision of this Contract is held illegal or invalid under present or future laws or regulations effective and applicable during the term of this Contract, such provision shall be fully severable and this Contract shall be construed as if such illegal or invalid provision had never comprised a part of this Contract and the remaining provisions of this Contract shall remain in full force and shall not be affected by the illegal or invalid provision or by its severance from this Contract.
- 6.8 In witness whereof the parties hereto have set their respective hands on the day month and year first written.

## **SECTION 7**

### **DISPUTE SETTLEMENT**

- 7.1 The parties shall use their best efforts to settle amicably all disputes arising out in connection with this contract or its interpretations. The disputes which cannot be settled amicably within sixty (60) days after receipt of notice by either party for amicable settlement, the same may be submitted to the Sole Arbitrator for settlements in accordance with the provision of Arbitration Act-1940 and of the rules there under and any statutory modification thereto. The venue of arbitration proceedings will be NHA Regional Office, Punjab-South Multan.
- 7.2 The Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration Act-1940, as amended from time to time.
- 7.3 The cost of Arbitration proceeding, including the fees of the Sole Arbitrator and any costs of proceedings imposed by the sole Arbitrator shall be borne equally by both Parties. Notwithstanding the foregoing, each party shall bear its own legal costs.

\_\_\_\_\_  
(Authorized Signature & Stamp)

7.4 Decision of Arbitrator(s)/Umpire shall be final and binding upon the parties.

**(Name Of Company)**  
**For & On behalf of the**

**M/s National Highway Authority**  
**For & On behalf of NHA**

\_\_\_\_\_

**Witnesses:-**

1. \_\_\_\_\_

**Witnesses:-**

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**SPECIMEN - INDEMNITY BOND**

This DEED of INDEMNITY is made on the (date of commencement) between (name of company) of the one part hereinafter called 'The Contractor'.

**AND**

(*Name Of NHA Office*) being an autonomous/statutory authority, established under the NHA Act 1991 and having its registered office at (Address), of the other part, hereinafter called 'The Employer'.

WITNESSETH AS FOLLOWS:

By this deed of indemnity, the Contractor agree to provide such indemnity as hereinafter the bearer has signed or given and may hereinafter from time to time sign or give through an instrument in favour of NHA. Indemnity pertains to all or any loss, damage stealing or removing of any movable or immovable property, owned and possessed by NHA, during the subsistence of accompanied agreement for providing security services by (*name of company*) ("Agreement") to restore all or any loss, damage, stealing, during the surveillance and security of NHA Employees and assets.

2. Pursuant to the agreement (*name of company*) shall indemnify and hold NHA harmless against all losses, claims, suits, proceedings, actions, costs, charges and expenses, which shall or any be referred, instituted or arise in consequence of (*name of company*), its employees or agents, negligent or willful acts or omissions".

3. That (*name of company*) further declares and covenant that if NHA suffers any loss in the event of default on part of (*name of company*) or any action brought by a third party against NHA in connection with (*name of company*) performance of the agreement, NHA shall hereby recover the amount of loss or claim from (*name of company*).

4. The contents of the deed shall not restrain NHA from invoking all or any other remedies available to them, at law.

IN WITNESS WHEREOF, were hereby set our hands upon the date mentioned, herein above.

**M/s (*name of company*)**  
**For & On behalf of the**

**M/s National Highway Authority**  
**For & On behalf of NHA**

**Witnesses:**

**SPECIMEN - CONTRACT AGREEMENT**

**PROVISION OF SECURITY SERVICES**

This provision of Security Guards Contract is made effective this (date of commencement)

**BETWEEN**

**“NATIONAL HIGHWAY AUTHORITY, a statutory body corporate established under section 3 of the National Highway Authority Act, 1991, (Name of NHA office with its head office at 27, Mauve Area, G-9/1, Islamabad) (hereinafter referred to as “the Employer”, which expression shall, where the context so permits, include its successors-in-interest, administrators and permitted assigns).”**

**AND**

**“(Name of company-----), a company incorporated under the Companies Ordinance, 1985 with its registered office at ( Address of the company----- ) (hereinafter referred to as “(the Name)”, which expression shall, where the context so permits, include its successors-in-interest, administrators and permitted assigns).**

Both the **Employer** and (name of company) may herewith be referred to individually as ‘party’ and collectively as ‘the parties’.

The parties do hereby recite as follow:-

**Whereas** the (Name of company) is in the business of providing security services within Pakistan and in particular provides armed security guards for the purposes of securing the life and property of its employers.

**AND WHEREAS** the Employer seeks the provision of security services at its offices all over Pakistan.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and undertakings contained herein and in the documents & Appendices annexed hereto, and intending to be legally bound, the Parties hereby agree as follows.”

This contract shall be valid for a period of (period of contract) from the effective date, which shall be (Date of commencement) .

The following documents attached with the contract are by this reference incorporated into and become part of single contract between the Employer and the Contractor:-

1. Appendix-A of Instructions to Bidder
2. Appendix-B & C of Pre-Qualification Documents
3. Appendix-D of Financial Bid Documents
4. Addenda, if any

5. Appendix-E of Terms & Conditions
6. Appendix-F of Indemnity Bond
7. Letter of Acceptance

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS CONTRACT ON  
THE DATE AS INDICATED BELOW:-

**M/s (name of Company)**

**For & On behalf of the (Name Of Company')**

**M/s National Highway Authority**

**For & On behalf of NHA**

\_\_\_\_\_

\_\_\_\_\_

**Witnesses:-**

**Witnesses:-**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

-----

**WEAPONS SERVICEABILITY STATE**

**QUARTERLY**

It is certified that weapon as per details given below have personally inspected/tested by me and found serviceable/operationally fit for deployment.

<b>S No</b>	<b>Type of Weapons</b>	<b>Serial number of weapon</b>	<b>License Number</b>	<b>Deployed at (Locations)</b>	<b>Remarks</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

(Signature of Technical)

**(Counter Signed)**  
Manager Operations

**(Name of Company)**

**REPORT ON SURPRISE CHECK OF SECURITY GUARDS**  
**DEPLOYED AT (NAME OF NHA OFFICE)ATTACHED OFFICES**

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

<b>S No</b>	<b>Location</b>	<b>Name of Guards</b>	<b>Date/Time</b>	<b>Remarks</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

Cell No:

Signature  
Name  
(Mobile Supervisor)