



STANDARD BIDDING DOCUMENTS

Provision of Private Security Services at Karachi Institute of Heart Diseases, KMC for the Financial Year 2024-2025

NIT Reference No.	ED/KIHD/KMC/1297/24, Dated 06-09-24
Cost of Tender Document	Rs. 2,000 Two thousand only. (Non-refundable)
Tender Procedure	Single stage–two envelop procedure, SPPRA-2010, Rule 46(2)
Tender Obtaining Date and Time	From the date of publishing on Website last date October 04, 2024 (during office hours)
Tender Submission Date and Time	Until October 05, 2024 at 01:00pm
Tender Submission Place	ED Secretariat, 3 rd Floor, KIHD, KMC
Tender Opening Date and Time	October 05, 2024 at 02:00pm
Tender Opening Place	Conference Room, 3 rd Floor, KIHD, KMC



KARACHI INSTITUTE OF HEART DISEASES

KARACHI METROPOLITAN CORPORATION

ST-15, Block-16, Near UBL Sports Complex, Federal B. Area, Karachi-75950



BIDDING DATA

Procuring Agency:	Karachi Institute of Heart Diseases
Address:	St-15, Block 16, F.B. Area, Karachi
Name of Item:	Provision of Private Security Services
Bid Validity:	90 Days
Bid Security:	2% of quoted rates
Date of Submission:	05-10-2024 at 01:00pm
Date of Opening:	05-10-2024 at 02:00pm
Performance Security:	10% of contract value
Bidding Procedure:	Single Stage – Two Envelope procedure
Evaluation of Bid:	Most advantageous bid



Pre-qualification of Security Companies for Provision of Security Services at KIHD, KMC

1. Karachi Institute of Heart Diseases intends to hire the services of a well reputed Security Company for provision of security services at KIHD, KMC for a period of one (01) year renewable on yearly basis as per detail given below: -

S. No.	DESCRIPTION	UNITS
1.	<u>SUPERVISOR 24TH HOURS</u> 1 x 12 Hours each shift	02 Nos.
2.	<u>ARMED SECURITY GUARDS</u> 12 Hours each shift	20 Nos.

2. The services will be hired according to SPPRA Single stage – two envelop procedure.
3. Salient of single stage–two envelop procedure are enumerated below:-
 - a. The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
 - b. The envelops shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - c. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
 - d. The envelope marked as “FINANCIAL, PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
 - e. Karachi Institute of Heart Diseases will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform the specified requirements;
 - f. During the technical evaluation no amendments in the technical proposal shall be permitted;
 - g. The financial proposals of technically qualified bids will be opened publicly at a time, date and venue announced and communicated to the bidders.



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- h. After the evaluation and approval of the technical proposal KIHD, KMC, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- i. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- j. bid found to be the most advantageous bid shall be accepted.

In accordance with these rules, interested companies (hereinafter referred to as "Bidders")

4. Evaluation Criteria - **Mandatory**: -

Company must furnish following information;

- a. Valid license to operate in Sindh Province.
- b. Valid NOC issued by Sindh Government.
- c. Registration with SECP.
- d. Registration with Social Security.
- e. Copy of NTN certificate.
- f. Registration with All Pakistan Security Agencies Association (APSAA)
- g. Affidavit that the firm has not been black listed by any Government / Semi Government organization.
- h. Proof of financial soundness from a scheduled bank accompanied with bank statement for the last one year.
- i. Pay order / bank draft of 2% of total quoted price for the first year shall accompany the financial proposal as Bid Security/Earnest money. Technical proposal must contain a certificate regarding attachment of earnest money along with financial bid. Failing to do so may result into disqualification.
- j. Deployment of at least 500 security guards in Karachi Region (Sindh). A certificate to this effect will be furnished along with details of deployment. (Facts will be verified).



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- k. A certificate to the effect that all security guards are paid monthly wages, not less than the minimum wages fixed by the (Labor Department) Government of Sindh from time to time. Any violation at any stage in this regard will render the security company ineligible to work with KIHD, KMC.
 - l. The bid prices shall not be in violation of minimum wages set by the Government of Sindh, otherwise KIHD, KMC has the right to reject any such bid or bids.
 - m. The company should have the valid wireless license and should be able to provide walkie Talkie Sets on demand.
 - n. Performance certificates by the major clients where your security company has been providing security services in the last two years.
 - o. The company should have few licenses of automatic weapons and will provide at least 2 automatic weapons along with other weapons.
5. If two or more bidders obtain equal marks in technical proposal, then the contract will be awarded to the one with lowest financial bid.
 6. Salaries, perks, privileges and work hours of the guards will be governed strictly according to the government rules / regulations.
 7. Compulsory remittance of EOBI, SESSI and insurance premium against each individual.
 8. Evidence of remittance of insurance premium will be submitted on award of security contract.
 9. The company will be responsible to get each guard medically examined by a registered medical practitioner, provide medical certificate and Police verification certificate. Similarly, the company shall provide character certificates of each guard with verified antecedents.
 10. Guards provided by the company should not be less than 25 years and not more than 40 years of age in case of guards. Bulky/overweight persons will not be accepted.
 11. The guards should be trained and capable enough to handle the situation including but not limited to bomb blast, earth quakes and events of fire etc.
 12. The company will provide a hand-held metal detector and a vehicle search mirror at entrance point of hospital.
 13. Evaluation criteria is given in the technical proposal. **Minimum threshold for qualifying in the technical proposal is 75%.**



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14. The successful bidder will have to provide either ex-servicemen or young energetic and trained civilian fully equipped and conversant with security performance and other requirements as mentioned in the security agreement.
15. During the contract, the firm will provide Security Services as per terms and conditions, to be settled later on in the shape of contract agreement, for KIHD, KMC.
16. An agreement will be made between KIHD and contractor on judicial paper of Rs.100/-.
17. Availability of additional guards (if so required) will be ensured within 24 hours.
18. Interested Security Companies may forward their proposals as per above instructions to the undersigned latest by 05 October 2024 at 01:00pm.
19. Karachi Institute of Heart Diseases reserves the right to accept or reject the tender without assigning any reason as per SPPRA rules.
20. The successful bidder will be required to deposit a "performance / bank guarantee" for a sum equivalent to 10% of the contract value, through a Pay Order/ bank draft in favor of KIHD within one week of award of contract. If the bidder fails to deposit performance / bank guarantee within one week of the receipt of the letter awarding the job, the same shall be treated as cancelled and the earnest money shall be forfeited. The bid security of the successful contractor will be adjusted against the performance guarantee.
21. **Bid Validity.** Bids shall remain valid for 90 days after the date of tender opening. Earnest money will be returned to the unsuccessful bidders not later than expiry of the Bids.



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FINANCIAL PROPOSAL

Provision of Security Services at KIHD, KMC

The monthly rate / total amount for provision of 22 x Security Guards, on 24 hours basis i.e. two (02) supervisor, ten (10) guards at first shift (12 hours) and ten (10) guards at second shift (12 hours) at KIHD, KMC Building inclusive of all payable taxes quoted below;

S. No.	DESCRIPTION	UNITS	RATE	AMOUNT
1	<u>SUPERVISOR 24TH HOURS</u> 1 x 12 Hours each shift	2 Nos		
2	<u>ARMED SECURITY GUARDS</u> 12 Hours each shift	20 Nos		
Grant Total (In Words):				

Note: Attach 2% earnest money of first year bid price along with this bid form in original. Technical proposal must contain a certificate regarding attachment of earnest money along with financial bid, failing to which may result in disqualification.

Executive Director
Karachi Institute of Heart Diseases



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TECHNICAL PROPOSAL

Name of the Company: _____

Weightage

1. List of major clients 10 Max
(Corporate bodies / Multinational / Embassies / 5 Star Hotels = 2 Marks each)
(Factories / Educational Institutions / Government offices or Hospitals = 1 Mark each)
(Residential Colonies / Commercial Centers / Private Hospitals = 1/2 Mark each)
Copies of valid agreements will be provided as evidence
2. Experience of the company _____ years (1 mark for each year) 15 Max
3. What services are offered: - (1 Mark each) 05 Max
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____
4. What security equipment is available: - (1 Mark each) 05 Max
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____
5. Company has the license / permission to use following weapons: - (1 Mark each) 05 Max
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____



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6. Monitoring control and supervision mechanism of the guards: - (1 Mark each) 05 Max
- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
7. ISO 9001:2015 Certification 05 Max
8. Financial Capability: - (5 Mark each 10 million annual turnover) 25 Max
(Copy of last financial audit report done by ICAP/SBP registered audit Firm/Company or tax return)
9. Paid Voucher of EOBI and SESSI of current Financial Year 05 Max
(Copy of last paid voucher)
10. Performance Certificates by Major Clients 20 Max
(Hospitals = 2 Marks each)
(Other Clients = 1 Mark each)

Total: 100



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Please attach Company history / Profile.

Contact person name : _____

Office Address : _____

Contact Number : _____

Note: *Office premises will be visited / inspected to verify the above-mentioned facts.*

Date: _____

Signature: _____

Place: _____

Name: _____



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DRAFT AGREEMENT OF SECURITY SERVICES

This agreement is executed on this day _____ for hiring of Security Guards between M/s. _____ Security Services (Pvt) Ltd, a company in corporate under the Companies Ordinance 1984 and having its registered office located at _____ (here in after called "Security Company")

AND

KARACHI INSTITUTE OF HEART DISEASES, (Here in after called KIHD, KMC) which expression shall be deemed to include the "KIHD" designated REPRESENTATIVE OF THE Second Part.

WHEREAS the First Party has security guards fully trained in the field of security has agreed to provide security services for the persons and moveable/immoveable property of Office and Hospital Premises of the KIHD, KMC, as set out in this Agreement.

1. TERMS OF AGREEMENT

- a. **Period.** ____ / ____ / 2024 to ____ / ____ / 2025. Contract renewal / extension on yearly basis will be subject to mutual consent and satisfactory performance of the company
- b. **Execution.** The security agency will be bound to execute the directives of the Executive Director, KIHD.
- c. **Additional Guards.** In case KIHD requires additional strength of guards, the security company shall provide the same according to requirement on the terms as agreed in the agreement on 24 hours' notice.
- d. Salaries, perks, privileges and work hours of the guards will be governed strictly according to the government rules / regulations.

2. GUARD SERVICES

The Security Agency will be fully responsible to provide satisfactory services at KIHD, KMC.

- a. Energetic, smart, literate and healthy (preferably ex-service man) with complete uniform fully conversant with the security performance should be deployed at KIHD, KMC in consultation with the security in-charge of the KIHD. Guards provided by the company should not be less than 25 years and not more than 50 years of age. Bulky / overweight persons will not be accepted.



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- b. Daily attendance will be marked on the bio-metric machine at the point as well as Daily Attendance sheet duly signed for submission to security in-charge KIHD, KMC for calculation and compilation on monthly basis. Representative from the company / guards supervisor will randomly (at least four times a month) monitor the performance of guards as per terms and conditions and verify the same on attendance record.
- c. That M/s _____ Security Company (Pvt) Ltd., will provide and ensure that each guard on duty has received and understood written instructions for basic duties, is dressed in proper UNIFORM of the Company and is fully equipped to discharge his duties. Each guard is to be issued with two new uniforms.
- d. The Armed Guards will be called "Standing Security Guards" and will remain alert, patrolling and vigilant throughout their duty hours, and any mishap will be the responsibility of the Security Agency under all circumstances subject to the completion of all legal proceedings as required by law i.e. Joint Board of Inquiry etc.
- e. The company will be responsible to get each guard medically examined by a registered medical practitioner and provide medical certificate. Similarly, the company shall provide character certificates of each guard with verified antecedents.
- f. The company will be responsible to introduce a guard to the in-charge security officer KIHD, KMC before deployment as a substitute.

3. DEPLOYMENT OF GUARDS

Total Sixteen (22) guards will be deployed;

- a. Eleven (11) guards will be deployed at KIHD Hospital in 1st shift as per Security In charge KIHD requirement.
- b. Eleven (11) guards will be deployed at KIHD Hospital in 2nd shift as per Security In charge KIHD requirement.

4. PAYMENT OF SERVICES CHARGES

The KIHD will pay services charges on monthly basis of contract as mentioned below to M/s _____ Security Company (Pvt) Ltd., by 10th of each month on submission of invoice and KIHD shall not be responsible in any manner to pay either in cash or in kind to other than the amount of salary agreed upon in the agreement for the total strength agreed to be employed.



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Monthly wages of the guards will not be less than the minimum wages fixed by the Labor Department, Government of Sindh from time to time. Any violation at any stage in this regard will render the security company in eligible to work with KIHD, KMC.

S/No	Number of Guards	Rate
a.	_____ x Security Guards (Armed)	Rs. _____ per month @ _____ per guard

5. PERFORMANCE GUARANTEE

The successful bidder will be required to deposit a “performance / bank guarantee” for a sum equivalent to 10% of the contract value, through a Pay Order/ bank draft in favor of KIHD within one week of award of contract. If the bidder fails to deposit performance / bank guarantee within one week of the receipt of the letter awarding the job, the same shall be treated as cancelled and the earnest money shall be forfeited. The bid security of the successful contractor will be adjusted against the performance guarantee.

6. OVERTIME

The KIHD shall not be responsible for any payment regarding over time duty of the services provided by M/s _____ Security Company (Pvt) Ltd.

7. GUARD DUTIES INCLUDE THE FOLLOWING:

- Prevention of entry into office premises entrusted in the charge of M/s _____ Security Company (Pvt) Ltd. of any person not authorized by the KIHD or any person who lacks proper identification.
- Prevent pilferage of items / equipment / property belonging to KIHD from the premises of KIHD placed under charge of M/s _____ Security Company (Pvt) Ltd. as per written instruction issued by the authorized officer of KIHD.
- Inform concerned authorized officer of KIHD promptly and accurately any occurrence detrimental to the security of KIHD premises placed under charge of M/s _____ Security Company (Pvt) Ltd.



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- d. To take appropriate action in case of emergencies like:
- I. Raising of fire alarm and prompt communication to Fire Brigade and officer in-charge of the installation and arrange rescue activities.
 - II. Forced Entry will be promptly reported to the local police station, in charge installation and the Control Office of M/s _____ Security Company (Pvt) Ltd. for appropriate action.
 - III. Law and Order Situation will be promptly reported to the local police station, in charge installation and the Control Office of Company for appropriate action. All entry points be closed under such a situation.
 - IV. To arrange immediate medical coverage of any person injured in the premises.
 - V. To carry out daily checking of all security lights, entry points and locked premises for their effectiveness during off hours.
 - VI. To properly brief the relieving guard about any situation concerning security.
- e. The guards will perform duties including security of KIHD personnel, installation, its property and fire fighting in case of fire.
- f. It shall be the duty of security guard to take immediate remedial action at the time of any fire incident.
- g. It shall be the responsibility of security guards to checkup firefighting equipment installed in KIHD building / premises and report if found irregularity.
- h. During the effectiveness of this agreement in case of damage occurred to the property or personnel due to the outbreak of fire or any other eventually caused by the negligence of security guards, the contracting security company will be wholly responsible and liable for paying all the losses occurred to KIHD as a result of their negligence, which will be decided by a committee consisting of both parties.
- i. The arms provided to the guards must be examined by a qualified armorer.
- j. The company will provide a hand-held metal detector and a vehicle search mirror at each entry location.



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8. PERSON PERFORMING SERVICES SPECIFIED HEREIN TO BE EMPLOYEES OF M/s. _____ SECURITY COMPANY (PVT) LTD.

- a. The persons employed by M/s _____ Security Company (Pvt) Ltd. who perform the services specified in this agreement shall be the employees of Company and shall not at any time attempt to represent such employees or its offices as employees of the KIHD. It is understood by the parties hereto that neither the KIHD nor any officers of the KIHD are concerned with the terms and conditions of employment and that there is not and shall not be any relationship of employer and employee between the staff of KIHD and employees. Since M/s _____ Security Company (Pvt) Ltd. is the employer of all such persons who perform the service specified in this agreement,
- b. M/s _____ Security Company (Pvt) Ltd., shall pay wages to such Person and shall control and supervise the work done by them, shall instruct them as to the manner in which the work has to be done by them as may be warranted. The KIHD shall not interfere with the right of M/s _____ Security Company (Pvt) Ltd. to hire its employee or in the selection or non-selection of any person as its employees subject to the terms contained in this agreement.
- c. If in the opinion of the KIHD the presence of any employee of Company of any of his acts of omission or commission are prejudicial to the interests of the KIHD to that of any of its officer, the KIHD shall inform Company about such employee where upon will take immediate action against such employee by replacing him to the entire satisfaction of the KIHD.

9. INDEMNITY

- a. Company shall at all times during the specified period of this agreement and thereafter indemnify the KIHD and its officers against all losses and claims for injuries or damage to any person or property arising thereof or in consequence of this agreement or any of its duties to be performed there under, or any act or omission of any of its employees, and against all claims, demands, proceeding, cost, charges and expense whatsoever in respect thereof or in relation thereto and all litigations, court processes and court cases and all proceedings there under filed or instituted by the personnel employed by M/s _____ Security Company (Pvt) Ltd. or any of them collectively or individually or by any other party subject to completion of legal proceedings as required by law.
- b. Company shall obtain from all of its employees who are rendering the services specified in this agreement, a declaration that they are and shall remain the employees of M/s _____ Security Company (Pvt) Ltd. and shall have no obligation of contract with or claim whatsoever against the KIHD or against any of its officials.



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10. CONFIDENTIALITY

M/s _____ Security Company (Pvt) Ltd. shall ensure that all of its employees performing services specified in this agreement shall not at any time during the performance of this agreement or thereafter disclose to any person any information as to the affairs of the KIHD or its offices and as to any other matter which may come to their knowledge by reasons of the performance of the services specified in the agreement. If in the opinion of the KIHD there has been any such disclosure the person concerned shall immediately be dismissed from the service.

11. RESPONSIBILITIES OF M/S. _____ SECURITY COMPANY (PVT) LTD.

- a. In addition to the services to be performed by M/s _____ Security Company (Pvt) Ltd. specified above Company shall provide at no additional cost to the KIHD, KMC, such supervision of its employees as is necessary to adequately fulfill its obligations under the agreement.
- b. Company is responsible for ensuring that all its employees performing the services specified in the agreement are physically fit, have no communicable disease and are healthy in all respects to perform duties.
- c. M/s _____ Security Company (Pvt) Ltd., is an independent contractor and accordingly is fully responsible for any accident or injury to its employees or cause by its employee and agrees that neither the KIHD, KMC, nor any of its officers will be held liable for either of the above in any manner.
- d. Company warrants that in the performance of its obligations under this agreement it shall comply fully with the laws applicable to the establishment of KIHD, KMC.
- e. The employees of Security Company shall on no account indulge in UNIONISM.
- f. M/s _____ Security Company (Pvt) Ltd. is responsible for recruitment, discipline and all other service matters of its employee. They will not in any case communicate with the officials of KIHD, KMC, regarding their service matter, which is the sole responsibility of Security Company.
- g. When circumstances warrant, the KIHD, KMC may refuse to accept services from any employees of Company whose work has been found unsatisfactory or not in accordance with the requirements of this agreement. In addition, penalties / actions would be initiated in case of unsatisfactory performances and violations that are or equivalent to the ones highlighted below;



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- I. Amount of Rs.500/- per day per guard will be deducted in case of minor violations like wearing inappropriate dress / late arrivals / negligence, attending guests during the duty hours, etc. "All fines and penalties will be deducted by KIHD from the monthly payments of the Company.
 - II. Three consecutive violations of same nature on part of an individual will render him unsuitable for performing duties in KIHD, KMC.
 - III. The company would be served with a warning notice in case of persistent minor violations and non-attendance of complaints. Three consecutive warnings may render the company unsuitable for performing security duty in KIHD, KMC may terminate this agreement.
 - IV. Violations like offensive behavior that involves scuffling etc. will lead to a penalty of up to 5% of the monthly bill. All fines and penalties will be deducted by KIHD, KMC from the monthly payments of the Company.
 - V. Actions like firing of weapons which are not intended for the purpose of defense and in violation of security company's license may lead to cancellation of the agreement besides involving other legal proceedings as required.
- h. The process of recruiting, interviewing and hiring employees of Company including any actions with respect to alleged discrimination of other employment practices are the sole responsibility of Security Company subject to what has been agreed in this agreement.

12. STATUS OF M/S. _____ SECURITY COMPANY (PVT) LTD.

M/s _____ Security Company (Pvt) Ltd. is a bonafide limited company working for its own account and acknowledges that this agreement does not confer upon it, or upon any individual employed by it, the status of any employee of the KIHD, KMC or that of any of its officers nor grants it, or any individual employed by it, any benefits not specifically provided for herein.

13. SECURITY

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

14. TAXES

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



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15. RESTRICTION OF ASSIGNMENTS TAKE OVER

- a. M/s _____ Security Company (Pvt) Ltd. shall not assign or sub-contract any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contracting by Company shall entitle the KIHD, KMC to terminate this agreement forthwith.
- b. If Company shall make any arrangement with or assignment in favour of its creditors, or amalgamates with any other concern or is taken over, the KIHD, KMC shall be entitled to terminate this agreement forthwith upon notice.

16. DISPUTES

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

17. EFFECT OF AGREEMENT

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

18. TERMINATION OF AGREEMENT

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

19. MODIFICATION OF AGREEMENT

Any amendment or modification of this agreement or additional obligation assumed by any of the party will be enforced only after mutual agreement of both the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.



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20. COVERING LAW

- a. This contract agreement has taken place w.e.f. _____ 2024 and will be in force for the period of one (1) year.
- b. Both parties have rights to terminate the contract on one-month advance notice. In case the services are terminated without notice, second party will have to make the payment equivalent to one month's salaries of the guards.

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

Signed on behalf of

M/s. _____ Security Company Ltd

Executive Director, KIHD, KMC

Witness1: _____

Witness1: _____

Witness2: _____

Witness2: _____



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INTEGRITY PACT

Contract Number: _____
Contract Value: _____
Contract Title: _____

Dated: _____

M/s. _____ Security Company Pvt. Ltd. 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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (KIHD, KMC) through any corrupt business practice.

Without limiting the generality of the foregoing M/s. _____ Security Company Pvt. Ltd. represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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 KIHD, KMC except that which has been expressly declared pursuant hereto.

M/s. _____ Security Company Pvt. Ltd. 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 KIHD, KMC and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

M/s. _____ Security Company Pvt. Ltd. accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 KIHD, KMC under any law, contract or other instrument, be voidable at the option of KIHD, KMC.

Notwithstanding any rights and remedies exercised by KIHD, KMC in this regard, M/s. _____ Security Company Pvt. Ltd. agrees to indemnify KIHD, KMC for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to KIHD, KMC in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s. _____ Security Company Pvt. Ltd. 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 KIHD, KMC.

M/s. _____ Security Company Pvt. Ltd.

Executive Director, KIHD, KMC