



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 17/18-19

PROPOSALS FOR PREQUALIFICATION

The Securities and Exchange Commission of Pakistan invites sealed proposals from service providers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for:

PRE-QUALIFICATION FOR HIRING OF SECURITY SERVICES

Pre-Qualification documents containing detailed terms and conditions, method of procurement, procedure for submission of proposals, proposals/bid security, proposals/bid validity, opening of proposal, evaluation criteria, clarification/rejection of proposals etc. against above requirement are available for the interested applicants/bidders from the undersigned and can also be downloaded from <https://www.secp.gov.pk/procurement/>

The proposals prepared in accordance with the instructions in the pre-qualification documents, must reach undersigned on or before **April 02, 2019 by 1500 Hrs** and will be opened on the same day at 1530 Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091-4 (Ext-437) during office hours (Monday to Friday excluding Public Holidays)

Deputy Director (Admin)

Terms and Conditions for Proposals and Applicants

Pre-Qualification Identification Number: TENDER # 17 /18-19

1. The Procurement Agency is:

Securities and Exchange Commission of Pakistan
4th Floor, NICL Building, 63 Jinnah Avenue, Blue
Area, Islamabad.

2. Definitions

In this Pre-Qualification document, unless there is anything repugnant in the subject or context:

- i. “Annexure” means any of the Performa/template defined in this Pre-Qualification Document.
- ii. “Applicant” means any legal entity including any partnership, firm, company or corporation that has submitted a proposal to SECP in accordance with this Pre-Qualification.
- iii. “Contract” means a contract agreement signed between the pre-qualified applicant and the SECP valid for three years.
- iv. “SECP” means the Securities and Exchange Commission of Pakistan.
- v. “Successful Applicant” means the applicant(s) selected for the award of contract based on evaluation criteria.

3. The SECP

The Securities and Exchange Commission of Pakistan (SECP), setup in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 is an apex regulatory authority mandated to regulate and supervise the Pakistani securities markets, corporate sector, insurance industry and non-banking financial sector etc.

4. Proposals for Pre-Qualification

The SECP invites sealed proposals from well reputed and financially sound Security Companies, registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

Pre-Qualification for Hiring of Security Services

5. Scope of Work/ Terms of Reference (TORs)

The Prequalified applicant (s) shall provide services as per scope of work /TOR’s detailed at Annex “A”.

6. Instructions to Applicants

The objective of “instructions to applicants” is to provide information that is required to submit in response to this Pre-Qualification and in the same order/sequence as set forth in this document. Applicant must follow the following requirements for their proposals;

- i. Place of proposal destination is: **Securities and Exchange Commission of Pakistan**

4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.

- ii. The sealed envelopes shall bear the following additional identification marks:

Proposal for:	“Pre-Qualification for Hiring of Security Services”
Submitted by:	XYZ
Attention:	M. Ubaidullah Khalid Deputy Director (Admin) Securities and Exchange Commission of Pakistan 4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad

- iii. The deadline for the submission of proposal is:

Date: April 02, 2019

Time: 1500 Hrs.

- iv. The proposal opening shall take place at:

**Securities and Exchange Commission of
Pakistan** 3rd Floor, NICL Building, 63 Jinnah
Avenue, Blue Area, Islamabad

Date: April 02, 2019

Time: 1530 Hrs.

- v. A statement **“(Do Not Open Before 1530Hrs on April 02, 2019)”** shall be clearly mentioned on the top of the sealed proposal.
- vi. Proposals received after the due date and time will not be entertained.
- vii. Applicants shall provide the documents as mentioned in **Annex “B”**. Any short coming in the said requirements shall render the applicant disqualified.
- viii. Applicants are required to state, in their proposals, the name, title, fax number and email address of the applicant’s authorized representative through whom all communication shall be directed until the process has been completed or terminated.
- ix. The applicants shall bear all costs/expenses associated with the preparation and submission of the proposal and SECP in no case be responsible/liable for those costs/expenses.
- x. Each applicant shall submit only one proposal; multiple proposal submissions shall render the applicant disqualified.
- xi. The proposal validity period will be one hundred and fifty days (150) days, starting from the date of opening of the proposals.
- xii. The language of the proposal shall be English language. Any printed literature furnished by the Applicant(s) in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the proposal.

- xiii. The applicant(s) may, by written notice served on the SECP, modify or withdraw the proposal after submission, but prior to the deadline i.e. time and date, for submission of the proposal.
- xiv. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the SECP.
- xv. If any supplier is not in ATL then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
- xvi. The decisions of the SECP will be binding on all applicants.
- xvii. The SECP reserves the right to cancel the pre-qualification process and reject all proposals at any stage of the pre-qualification process.
- xviii. During the examination, evaluation and comparison of the proposals, the SECP at its sole discretion may ask any applicant for clarifications of its proposal.
- xix. The request for clarification and the response shall be in writing/email.
- xx. Proposals submitted via email or fax will not be entertained.
- xxi. Any proposal received by the SECP after the deadline for submission of proposal prescribed in these documents will be returned unopened to such applicant. Delays in the mail or courier, delays of person in transit, or delivery of a proposal to the wrong office shall not be accepted as an excuse for failure to deliver a proposal at the proper place and time. It shall be the applicant's responsibility to determine the manner in which timely delivery of his proposal will be accomplished either in person, by messenger or by mail.

7. Selection Procedure

- i. The sealed envelope shall be opened at the specified time and place in presence of the authorized representative of the applicants who chose to attend.
- ii. The applicants shall provide duly completed / filled in mandatory requirements for applicants to qualify along with supporting documents as provided therein. The SECP shall evaluate the proposal according to the mandatory requirements for applicants to qualify reject any proposal which does not conform to the specified requirements and finally concluded as “non-responsive”.
- iii. Proposals qualifying mandatory requirements shall be evaluated as per evaluation Criteria **Annex “E”**
- iv. The SECP's intent in issuing this Pre-Qualification document is to pre-qualify applicants that meet specifications/requirements as laid out in pre-qualification document and who fulfils all mandatory requirements.
- v. Successful applicants will have to sign a Contract with SECP for this pre-qualification as per Draft Contract format.

8. Meet or Exceed Requirements

The requirements provided in this document are the minimum requirements of the SECP. The applicants must meet the minimum requirements. The applicant may exceed these requirements for the successful practical implementation. But in such a case additionally

proposed or altered specifications/requirements should clearly be highlighted to enable SECP to clearly identify modified specifications/requirements.

9. Clarifications

Queries of the applicants, if any, for seeking clarification regarding the pre-qualification must be received in writing through following email address.

M. Ubaidullah Khalid, Deputy Director (Admin)
4th Floor, NICL Building, 63 Jinnah Avenue, Islamabad
Tel: 9207091-4 Ext 437
Email: ubaidullah.khalid@secp.gov.pk

Scope of Work/Terms of Reference (TOR's)

The SECP requires the security services at following nationwide locations:

<u>S.No</u>	<u>Locations</u>	<u>Security Supervisor</u>	<u>Armed</u>	<u>Unarmed</u>	<u>Total</u>
1	Head Office, Islamabad		8	2	10
2	CRO, Islamabad		2		2
3	Archive Center, Islamabad		2		2
4	CRO, Lahore		2		2
5	CRO, Karachi	1	7		8
6	CRO, Peshawar		2		2
7	CRO, Faisalabad		1		1
8	CRO, Quetta		1		1
9	CRO, Multan		1		1
10	CRO, Gilgit Baltistan		1		1
11	CRO, Sukkur		1		1
12	Residences of Sr. Officers (16 in isb and 3 in Karachi)		19		19
	Total	1	47	2	50

***This is tentative strength; actual may vary as per requirement.**

Mandatory Requirements for Applicants to Qualify

S/N	Attributes	Ref page # in Proposal
1	Legal status, company along with year of establishment and applicable supporting documents including license , registered partnership deed ,incorporation certificate etc.	
2	Complete company profile including name, registered office address, telephone, fax and e-mail address and web address, complete contact details of the contact person, details of branch Offices and staff details (branch-wise).	
3	Established office setup in Islamabad, Lahore, Karachi, Peshawar, Quetta, Multan, Faisalabad, Sukkur and Gilgit	
4	Copy of NTN and GST certificates.	
5	Certificate of registration from Ministry of Interior/License to work in ICT, Punjab, KPK, Sindh, Baluchistan and Northern Areas of Pakistan	
6	Last 3 years Audited Financial Statements/Bank certificate	
7	List of Clients. Must have at least 10 clients to its credit. (Attach performance certificates of referred clients).	
8	Compliance of minimum wages payment as declared by GOP from time to time (Provide Affidavit)	
9	Signed Compliance certificate/undertaking Annex “D”	
10	Undertaking that the Applicant/firm and its employee(s) have never been blacklisted by any government, semi- government, autonomous or state owned organization and their cases regarding black listing are not under trial by any Court of Law.	
11	Undertaking to Provide Medically Fit Guards to SECP.	

Form of Proposal

Deputy Director (Admin)
SECP Head office
Islamabad.

Sir

Reference your advertisement dated _____ for Pre-Qualification for Hiring of Security Services.

1. We, hereby submit our complete proposal along with all the requirements as per the Pre-Qualification document. We acknowledge that SECP is not bound to accept any Proposal in this regard and reserve the right to accept or reject any offer and to annul the pre-qualification process and reject all proposals.
2. The decision of the SECP shall be final and will not be liable for any loss or damage to any party acting in reliance thereon.
3. We agree to abide by this pre-qualification for a period of one hundred and fifty days (150) from the proposal opening date or any extension thereto granted and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
4. We submit herewith our Proposal as one original.
5. We hereby undertake that, if pre-qualified, we shall be bound to provide security services on the rates offered in the financial bid, on as and when required basis during the prequalification period to SECP,.
6. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the Proposal. In case any information is found wrong, misleading or misstated in this Proposal, the same may lead to rejection of our proposal and our disqualification.

Yours' sincerely

Authorized Signature:

Name and Title of Signatory: Name

& Address of Firm:

Compliance Certificate/Undertaking

I, (Name); (CNIC#); (Designation), (Company Name) have gone through the Terms/Conditions of this Pre-Qualification Document and have found the document in whole as non-biased to any particular vendor or product/ brand. I hereby undertake and firmly bound myself to abide by/ comply with all sections / conditions of this Pre-Qualification Document.

I do not have any objection/comment on any thing and fully understand the requirement of SECP.

Authorized Signature
of the Applicant:

S. No.	Evaluation Grounds	Marks	Ref Page # in Proposal
A	Experience: Number of year, since inception of business operations as registered security company with relevant Government Department (4 marks per year, max marks for 5 years plus experience)	20	
B	Renewed/Valid Licenses: Renewed License Certificates from relevant ministries/departments to operate in ICT, Punjab, KPK, Sindh, Baluchistan and Northern Areas of Pakistan (5 marks for each location). <i>No marks will be given for attaching copies of expired licenses.</i>	30	
	Membership: All Pakistan Security Agencies Association (APSAA): (10 Marks)	10	
C	Clientele: No of the applicant’s clients (1 mark for each of the, National, Multi-National Companies, Government Departments, Autonomous Bodies, Financial Institutions/Banks, subject to maximum of 6 marks for each of the mentioned categories)	30	
D	Security Staff: Number of security personnel on company roster (attach guards payroll for last two months) <ul style="list-style-type: none"> • 7001 or above=25 • 4500-7000=20 • 2501-4500= 15 • 1001-2500= 10 • 1000 or below= 5 	25	
E	Ex-servicemen: Guards deployment ratio in terms of ex-servicemen and non-ex-servicemen: <ul style="list-style-type: none"> • 80:20 (25 Marks) • 70:30 (20 Marks) • 60:40 (15 Marks) • 50:50 (10 Marks) • 40:60 or below (0marks) 	25	
F	Safety & Training Policy: <ul style="list-style-type: none"> • Security clearance policy of the company seek security clearance of guard from concerned security agency (5 marks). • Compliance of social benefits for security staff i.e EOBI, Social Security, Insurance and Medical Cover (2.5 marks each attribute, and maximum 10 marks) • Training & recruitment program of the Company. How frequently guards are trained (10 marks) 	25	
G	Equipment & Services: <ul style="list-style-type: none"> • Number and variety of licensed weapons (10 marks) • Emergency Response Team (10 marks) • Provision of Escorting services (5 marks) • Detail of available equipment (only specify the equipment which may be handful during emergency situations (10 marks) 	35	

H	Annual Turn Over: Above Rs.50 million = 25 Marks Above Rs.40 million up to 50 million=15 Marks Above Rs.30 million up to 40 million=10 Marks Above Rs.15 million up to 30 million=7 Marks Rs.10 Million & below = 5 Marks	25	
	Grand Total	225	

EVALUATION CRITERIA:

- Applicant's complying all mandatory requirements and securing 60% marks in technical evaluation shall be considered as pre-qualified for required services and shall be notified by SECP.
- Financial bids shall be obtained from the pre-qualified applicants only.
- Security services shall be obtained from the applicant offering lowest price amongst all and shall be engaged in the agreement.
- In case first lowest pre-qualified bidder fails to provide the required services or Commission is not satisfied from the provided services, SECP reserves the right to obtain the services from second lowest bidder. In case second lowest pre-qualified bidder fails to provide the required services or Commission is not satisfied from the provided services, the Commission reserves the right to obtain the services from third lowest bidder.

Note: Please attach the documentary evidence, as it is necessary for the rating. Proposal should be numbered and bidders are required to give the relevant reference page where required information is provided. Further, SECP may constitute a Committee to visit the offices of Security Company for the verification of information/evidence provided in the bid.

SAMPLE AGREEMENT FOR SECURITY SERVICES

This Agreement (“Agreement”) is made at Islamabad on this ____ day of ____ 2019.

By and Between

Securities & Exchange Commission of Pakistan, a statutory body established in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 with its head office located at **NIC Building, 63 Jinnah Avenue, Islamabad** (*hereinafter referred to as the "Commission"*, which expression shall, where the context so admits, include its successors in interest and permitted assigns) as Party of the First Part.

And

_____, a company incorporated under the Companies Ordinance 1984 and having _____ its _____ registered office _____ (*hereinafter referred to as the "Security Company"*, which expression shall, where the context so admits, include its successors in interest and permitted assigns) as Party of the Other Part.

The Commission and the Security Company shall hereinafter be referred to as the “Parties” collectively and the “Party” individually and interchangeably.

Whereas;

- a) The Commission is desirous of acquiring professional security services (“**Services**”) for a safe and secure working environment at its Head Office, Company Registration Offices and residences of its senior officials across Pakistan.
- b) The Security Company is a reputable and well experienced concern in similar industry and has the requisite expertise and adequate manpower to provide the Services as required by the Commission.
- c) The Security Company represents and warrants that it is duly licensed and authorized by the Government of Pakistan for carrying out the Services as required by the Commission.
- d) The Security Company has agreed to provide, and the Commission has agreed to engage the Security Company for, the Services in accordance with the terms and conditions set forth in this Agreement.

Now, therefore, upon the terms and subject to the conditions of this Agreement, it is hereby agreed by and between the Parties as under:

1. Duration

This Agreement will become effective as of _____ 2019, and will remain in effect for a period of three (03) years (the “Term”) from the date when this agreement became effective or until terminated in accordance with Clause 5 or 7 of this Agreement.

Prior to the expiration of the Term, this Agreement may be extended or modified by written mutual agreement between the Parties. When used in this Agreement, the phrase “the Term” shall refer to the entire duration of the Agreement.

2. Services

The Security Company shall provide to the Commission, trained security guards ex-services personnel who shall be able to perform security services in accordance with best industry practice and to the entire satisfaction of the Commission:

Personal Attributes of Security Guard:

A. The Security Company shall make sure that the suitable guard:

- (i) be trained, ex-servicemen, soldierly bearing, physically and also medically fit (Category A)
- (ii) have at least middle level school education and Supervisor must hold Secondary School Certificate (SSC).
- (iii) be aged between 28-50 years and supervisor must be between 40-55 years of age.
- (iv) have served at least seven (07) years in services and must not have retired on medical grounds.

B. The Security Company should ensure that while deputing the security guards preference should be given to those guards who are trained for firefighting/Civil Defense.

3. Rights & Responsibilities

A. Security Company

The Security Company shall;

- a) supervise the security guards deputed at the Premises of the Commission at all times.
- b) nominate its authorized representative in order to maintain a liaison with the Commission and to receive and execute orders from the Commission.
- c) ensure that the security guards provided by it maintain perfect discipline and behavior and do not in any manner cause any interference, annoyance, nuisance to the Commission or its business.
- d) not disclose to a third party any information regarding the security arrangement of the Commission including but not limited to the assignment instructions, schedules and other subsequent agreements entered into with the Commission either in writing or verbally.
- e) be bound to depute another security guard at the Premises with immediate effect in substitution of security guard who is dismissed by the Security Company or has proceeded on leave or is missing without leave.
- f) be responsible for the timely payment and rights and liabilities of the security guards in accordance with the applicable labor law for the time being in force in Pakistan and employment agreement of the Security Company.
- g) provide uniforms and all necessary equipment to the security guards to the entire satisfaction of the Commission.
- h) at its own discretion, obtain life insurance cover for its security guards and shall take all other necessary steps to ensure that the Commission is not liable for any loss to the security guards or to any of his belongings under any circumstances whatsoever.

B. The Commission

The Commission shall;

- (i) negotiate and arrange the security plan of its Head office, Company Registration Offices and senior official residences across Pakistan.
- (ii) promptly pay any payments, as per clause 4 of this Agreement, in relation to the Services performed under this Agreement.
- (iii) provide uninterrupted access to the Security Company at the premises where the security personnel are proposed to be deputed.
- (iv) coordinate with the Security Company concerning any arrangement(s) of the Services.
- (v) have the right, within reason, to have removed a security guard from the Premises subject to prior intimation to the Security Company and the Security Company shall be bound to remove the said security guard from the Premises forthwith upon being provided reasonable grounds thereof and depute another security guard at the Premises with immediate effect.
- (vi) have the right to increase/decrease the number of guards being deployed at Commission premises anytime subject to prior intimation to the Security Company for the needful.
- (vii) Security company should ensure and provide timely replacements of guards proceeding on leaves. The reliever should not remain deputed at location for more than two days.
- (viii) have the right to deduct maximum of 10% (of daily charges) as penalty for not providing/deputing guard(s) as per clause 2A & B of this Agreement.

4. Payments

- a) Upon the satisfactory performance of Services under this Agreement, the Security Company shall be paid in accordance with Annexure-A or as per actual strength deployed by the Commission.
- b)
- c) The payment shall be made on monthly basis upon furnishing of an invoice by the Security Company.
- d) The payment shall be made by the Commission within fifteen (15) days of the receipt of invoice from the Security Company.
- e) Any payment made to the Security Company under this Agreement shall be less any Government taxes which the Commission is required under the law to deduct.
- f) In case of any subsequent revision/increase in minimum wages or taxes / levy imposed by the Government, the rates may be considered for revision accordingly.
- g)

5. Termination

- (i) Either Party may terminate this Agreement if the other Party fails to remedy a breach of the terms and conditions of this Agreement within thirty (30) days of a written notice to do so.
- (ii) The Commission may terminate this Agreement if the Security Company fails to provide the Services in accordance with this Agreement or to the entire satisfaction of the Commission.

- (iii) The Security Company may terminate this Agreement if the Commission fails to make payments in accordance with this Agreement.

Provided that the termination of this Agreement shall not;

(a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor

(b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

6. Indemnity

The Security Company hereby undertakes with respect to any Services conducted pursuant to this Agreement to indemnify and hold harmless the Commission and its employees of any liability and to protect, defend, indemnify and hold harmless the Commission and all its employees from and against any claim of damage, death, loss, expense or injury caused due to negligence of the Security Company or any of its employees.

7. Force Majeure

- (i) The obligations of each of the Parties hereunder shall be suspended during the period and to the extent that such Party is prevented or hindered from complying therewith by "Force Majeure" (as hereinafter defined). In such event, the Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Any of the Parties whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.
- (ii) "Force Majeure" means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes and compliance with any law or governmental order, rule, regulation or direction but solely restricted to laws, orders, rules, regulations, or directions of governmental agencies or bodies in Pakistan or of any other organization or commission or regulatory authority binding within Pakistan, provided that a lack of funds shall not constitute "Force Majeure".
- (iii) Nothing herein shall require the Parties concerned to settle strikes or labour disputes by acceding to demands deemed to be unreasonable by objectively evaluating the situation but subject to this, the Party concerned shall use its reasonable endeavors to remove, avoid and / or mitigate the effects of such circumstances.
- (iv) If the force majeure continues, or the carrying out of this Agreement is delayed, for a prolonged period or it becomes impossible to perform a material provision of this Agreement, either party may terminate this Agreement by notice to the other party.
- (v) For the purpose of this clause, a prolonged period is one exceeding thirty (30) days.

8. Dispute Resolution/Arbitration

- (i) The Parties shall attempt to resolve any and all disputes as to the interpretation of the Agreement or as to the performance of either Party hereunder.
- (ii) If the Parties cannot settle any dispute or difference within fifteen (15) days after first conferring, then such dispute or difference shall be settled by arbitration by a sole arbitrator appointed with mutual consent of both parties unless otherwise disposed of by understanding between the Parties. The award of the arbitrator shall be final and binding. . Prior to initiation of arbitration or any other form of legal proceeding, the aggrieved Party will give the other Party written notice describing the claim and amount as to which it intends to initiate action.
- (iii) The place of arbitration shall be Islamabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

9. Notices

- (i) Any notice required to be provided pursuant to this Agreement shall be in writing and may be given by delivering the same by hand at, or by sending the same by prepaid first class post, telex or facsimile to, the registered addresses of the Parties or such other address as the Parties may notify to each other. Any such notice given as aforesaid shall be deemed to have been given or received at the time of delivery (if delivered by hand), the first Working Day next following the day of sending (if sent by telex or facsimile) and the second Working Day next following the day it is sent (if sent by post). Without prejudice to the foregoing provisions of this Clause, if the Party on whom a notice is served does not acknowledge the same by the end of the third Working Day next following the day of delivery by sending, the Party serving the notice shall communicate with the Party which has not so acknowledged and, if necessary, re-deliver or re-send the notice.

- (ii) **Address for notices**

For the purposes of this Clause, a Party may take the address and facsimile number of the other Party to be:

- (a) the address and number set out below; or
- (b) where another address or number is notified by either of the Party to other Party, the last address of number so notified to it.

If to Commission:

Attn: Mirza Muhammad Arif Baig

Title: Additional Joint Director (Admin)

Securities & Exchange Commission of Pakistan

NIC Building, 63-Jinnah Avenue Islamabad

Tel: +92-51-9207091, Fax: +92-51-9204915

If to Security Company:

Attn: _____

10. Relationship

The Parties hereby agree that no terms of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their discretion.

11. Amendment

- (i) No term and condition of this Agreement may be amended without the prior consultation and understanding between the Parties.
- (ii) This Agreement shall supersede any existing arrangements and/ or understandings between the Parties in relation to the terms agreed upon under this Agreement.

12. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

13. Confidentiality

- i. The Security Company undertakes and shall ensure complete confidentiality of all and any information in respect of this Agreement and the services stated herein, including without limitation the communications to and by the Commission about any of its activity/ information. The Security Company shall not disclose any such information to any person or allow utilization of the same in any manner by any person.
- ii. The Security Company shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by the Commission or which the Security Company or any of its employees (guards) may obtain directly or indirectly during the course of performance of this agreement.

14. Applicable Law and Jurisdiction

- (i) This Agreement is governed by the laws of the Islamic Republic of Pakistan.
- (ii) Disputes arising out of this Agreement are subject to the exclusive jurisdiction of the courts of Islamabad, to which the Parties irrevocably submit.

15. Stamp Duty

This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Security Company.

16. Annexure

The Annexure(s) to this Agreement shall form an integral part of this Agreement and shall be interpreted accordingly.

17. No Waiver:

The failure or delay of either Party in exercising any of its rights provided for in this Agreement shall

not be deemed to be a waiver of such rights, or any of its other rights under this Agreement, nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter. Any waiver must be given in writing and signed by the Party waiving its rights.

18. Entire Agreement:

This Agreement is intended by the Parties as the final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their agreement with respect to their relationship and all related matters. All other written or oral understandings, offers, agreements, terms and conditions or other communications of every kind pertaining to the scope of this Agreement described herein are hereby abrogated and withdrawn.

In witness hereof the Parties have executed this Agreement on the day and year written above.

AGREED AND ACCEPTED

**Securities and Exchange
Commission of Pakistan**

Security Company

Signature

Date

Name

Title

Signature

Date

WITNESS

Signature: _____

Name: _____

Title: _____

WITNESS

Signature: _____

Name: _

Title:

Annexure A of Agreement

S. No	Location	Description	Strength			Per Guard Cost (Rs.)
			DAY	NIGHT	Total	
i	Head office, Islamabad	Security Supervisor				
		Armed Guards				
		Unarmed Guards				
ii	CRO, Islamabad	Armed Guards				
		Unarmed Guards				
iii	CRO, Lahore	Armed Guards				
		Unarmed Guards				
iv	CRO, Karachi	Security Supervisor				
		Armed Guards				
v	CRO, Peshawar	Armed Guards				
vi	CRO, Faisalabad	Armed Guards				
vii	CRO, Quetta	Armed Guards				
viii	CRO, Multan	Armed Guards				
ix	CRO, Sukkur	Armed Guards				
		Unarmed Guards				
X	CRO, Gilgit	Armed Guards				
		Unarmed Guards				

Rates for other Services:

S. No	Services/Items	Rate Per Month
01	SSG Trained Guard	Rates shall be obtain after pre-qualification.
02	SSG Trained Supervisor	
03	Explosive Detector	
04	Hand Held Detector	
05	Vehicle Search Mirror	
06	Additional Weapon	
07	Lady Security Guard/Searcher	
08	Sniper Rifle 222	

*Above rates are inclusive of income tax and GST.