Tender Fee: Rs.5000/-(Non-Refundable)



## Shaheed Mohtarma Benazir Bhutto Medical University, Larkana.

## **TENDER FORM**

Technical Proposal

## Security Services for Shaheed Mohtarma Benazir Bhutto Medical University (SMBBMU) Larkana.

| Date of Issuance (To & From)             | : | August 4 to August 22, 2023.    |
|--|---|---------------------------------|
| Last Date of Submission                  | : | August 23, 2023 (11:00 am)      |
| Date & Time of Opening                   | : | August 23, 2023 (11:30 am)      |
| Financial Opening Date (Tentative)       | : | August 24, 2023 (11:00am)       |
| SBD Issued to: <u>M/S</u> NTN: SRB/GST I |   | tration Number:                 |
| Pay Order / Demand Draft #               |   | , Amount of <u>Rs. 5,000/=.</u> |
| Drawn on Bank                            |   | Dated                           |
|  |   |                                 |

Stamp & Signature (Procurement Office)

## CONTENTS

| 1. | Introduction                  | Page 3   |
|----|-------------------------------|----------|
| 2. | Instructions                  | Page 4   |
| 3. | Bidding Data                  | .Pages 5 |
| 4. | Bidder Qualification Criteria | .Pages 6 |
| 5. | Evaluation Criteria           | Page 7   |
| 6. | Terms & Conditions            | Page 10  |
| 7. | Integrity Pact                | .Page 16 |

### 1. INTRODUCTION

Dear Tenderer.

Thank you for the interest you have shown in response to the SMBBMU's NIT which has floated in Daily Kawish, August 04, 2023, Daily Jung & the Dawn on August 5, 2023, SMBBMU & SSPRA websites for Security Services for our University.

Shaheed Mohtarma Benazir Bhutto Medical University, Larkana is premiere educational institute in Upper Sindh imparting quality education to the nation. We are interested to avail the services of Security Personnel / Guards of high potentiality from your esteemed firm / agency.

We expect to avail security services of high standards meet our prime & basic need through this transaction.

Please feel free to contact on 074-9410912 or <u>pplo@smbbmu.edu.pk</u> for any information and query.

Thank you.

-sd-

Planning, Procurement & Logistics Officer

#### 2. INSTRUCTIONS

- (a) Shaheed Mohtarma Benazir Bhutto Medical University, Larkana expects that aspirant should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each page. Moreover, attach required supporting document according to the requirement.
- (b) Tender Documents can be obtained from the office of the Planning, Procurement & Logistics Officer, Admin Block, Shaheed Mohtarma Benazir Bhutto Medical University, Larkana with the request for issuance of SBDs on payment of Tender Fees Rs. 5,000/-should be paid through Demand Draft/ Pay Order in favor of Vice Chancellor, Shaheed Mohtarma Benazir Bhutto Medical University, Larkana.
- (c) The last date for submission of the Tender Documents in sealed envelope on Wednesday 23, August 2023 by 11:00am in the Office of the Planning, Procurement & Logistics Officer, Admin Block, Shaheed Mohtarma Benazir Bhutto Medical University, Moenjo-Daro Road, Larkana. The Tender will be opened on same day at 11:30am in the presence of representatives who may care to attend.
- (d) **Bid Security** of 5% of total charges will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of **Vice Chancellor**, **Shaheed Mohtarma Benazir Bhutto Medical University**, **Larkana**.
- (e) Successful bidder shall provide 5% **Performance Security** of total value of Purchase Order / Work Order in the form of **Pay Order** or **Bank Guarantee** before submission of invoice. The Performance Security shall extend at least **three** months beyond the Date of Completion of Contract.
- (f) Kindly mentioned "Tender Number" at top left corner of the envelope.
- (g) Arithmetical errors will be rectified as, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- (h) All currency in the proposal shall be quoted in Pakistan Rupees (PKR).
- (i) Service provider company shall maintain its status as an active/filer taxpayer with taxation authorities while rendering services to SMBBMU, Larkana.

#### 3. BIDDING DATA

- (a). Name of Procuring Agency: Shaheed Mohtarma Benazir Bhutto Medical University (SMBBMU), Larkana.
- **(b). Brief Description of Services:** Provide the security services to personnel's and premises of Shaheed Mohtarma Benazir Bhutto Medical University, Larkana.
- (c) **Procuring Agency's address**: Shaheed Mohtarma Benazir Bhutto Medical University, Moenjo-Daro Raod, Larkana.
- (d) Amount of Bid Security: Bid Security of 5% of total amount/cost will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Vice Chancellor, SMBBMU, Larkana.
- (e) Period of Bid Validity (days): Ninety Days
- (f) Performance Security Deposit: Successful bidder should provide 5% Performance Security of total value of Work Order in the form of Pay Order before submission of invoice. The Performance Security shall extend at least three months beyond the Completion Contract.
- (g) Deadline for Submission of Bids along with time: Tender Document in sealed envelope should be submitted by Wednesday August 23, 2023 by 11:00am in the Office of the Planning, Procurement & Logistics Officer, Admin Block, Shaheed Mohtarma Benazir Bhutto Medical University, Moenjo-Daro Road, Larkana. The tender will be opened on same day at 11:30am in the presence of representatives who may care to attend.
- (h) Bidding Procedure: You are kindly requested to fill in the attached Tender Form (*Technical & Financial Proposals*) and attach firm / agency profile etc. along with the tender document. This will be greatly helpful in evaluating the firm / agency standing. All financial proposals / quoted rates must be inclusive of applicable Sindh Sales Tax (SST). Please clarify it from Finance Department, SMBBMU, Larkana regarding tax deduction in case of any query prior to bidding.

## 4. BIDDER ELIGIBILITY CRITERIA

| S # | Eligibility Criteria *   | Yes/No |
|-----|--|--------|
| 1   | Valid License for Security Services Home Department, Government of Sindh   |        |
| 2   | Minimum five (05) years' experience of security services and Valid Certificate of Membership with APSAA  |        |
| 3   | Certificate of Professional Tax  |        |
| 4   | Manufacturers / Firms / Supplier / Companies / Distributors must provide active "Sales tax & Income Tax Registration Certificate both FBR and / or SRB" at the time of submission of bidding document. |        |
| 5   | Satisfactory Performance Report from last or current Institution/ organization.  |        |
| 6   | Affidavit of "No Dissatisfactory Performance: for any litigation or blacklisting" at any Institute/organization for last 05 years.   |        |
| 7   | 05% Bid Security (attach photocopy with technical proposal)  |        |
| 8   | Tender Fee Received  |        |
| 9   | Current Financial Position (Bank Statement of Last Three Financial Years).   |        |
| 10  | Qualified Evaluation Criteria (Yes/No)   |        |
|     |  |        |

<sup>\*</sup> Attached all documentary proofs. Failure to provide documents will lead the rejection of the bid.

#### 5. EVALUATION CRITERIA:

Note:

Total marks for Technical Proposal are 100.

The Financial Proposal of those bidders will be opened who will secure minimum 60% marks in the technical proposal.

a. Details of Five (05) Reputable Educational Institutions where Agency / Firm presently providing security services:

10 Marks

| S# | Name of Educational Institutions | Locations | No of<br>Guards | From | То | Remarks / Nature<br>of Security Service |
|----|----------------------------------|-----------|-----------------|------|----|---|
| 1  |                                  |           |                 |      |    |   |
| 2  |                                  |           |                 |      |    |   |
| 3  |                                  |           |                 |      |    |   |
| 4  |                                  |           |                 |      |    |   |
| 5  |                                  |           |                 |      |    |   |
|    |                                  |           |                 |      |    |   |
|    | _                                | _         |                 |      |    |   |
|    |                                  |           |                 |      |    |   |

b. Detail of Top Ten (10) National / Multinational Organization where Agency / Firm presently providing security services:

10 Marks

| S# | Name of National/<br>Multinational<br>Organizations | Locations | No of<br>Guards | From | То | Remarks / Nature<br>of Security Service |
|----|---|-----------|-----------------|------|----|---|
| 1  |   |           |                 |      |    |   |
| 2  |   |           |                 |      |    |   |
| 3  |   |           |                 |      |    |   |
| 4  |   |           |                 |      |    |   |
| 5  |   |           |                 |      |    |   |
|    |   |           |                 |      |    |   |
|    |   |           |                 |      |    |   |
|    |   |           |                 |      |    |   |

|       |   |     |    |     | _ |
|-------|---|-----|----|-----|---|
| Stamp | & | Sig | na | tur | e |

#### c. Professional Security Staff on Agency / Firm Payroll:

#### 20 Marks

| S#   | Personnel's                                      | Marks | Obtained | Remarks |
|------|--|-------|----------|---------|
| i.   | Commissioned Officers from armed forces          | 4     |          |         |
|      | More than 3                                      | 4     |          |         |
|      | Less than 3                                      | 2     |          |         |
| ii.  | JCOs (Naib Subedar/ subedar)                     | 4     |          |         |
|      | More than 3                                      | 4     |          |         |
|      | Less than 3                                      | 2     |          |         |
| iii. | NCOs (Naik/ Hawaldar)                            | 4     |          |         |
|      | More than 3                                      | 4     |          |         |
|      | Less than 3                                      | 2     |          |         |
| iv.  | Police & Rangers persons etc.                    | 2     |          |         |
|      | More than 3                                      | 2     |          |         |
|      | Less than 3                                      | 1     |          |         |
| v.   | Civilians  | 2     |          |         |
|      | More than 3                                      | 2     |          |         |
|      | Less than 3                                      | 1     |          |         |
| vi.  | SSG Guards (Trained from SSG<br>Training center) | 4     |          |         |
|      | More than 8                                      | 4     |          |         |
|      | Less than 8                                      | 2     |          |         |
|      |  |       |          |         |

#### d. Risk cover of Security Guards / Staff:

Provide details of guards with NIC numbers, name. These will be verified:

20 Marks

| S#   | Risk covered by | Marks | Obtained | Remarks |
|------|-----------------|-------|----------|---------|
| i.   | Life insurance  | 04    |          |         |
| ii.  | EOBI            | 08    |          |         |
| iii. | SESSI           | 06    |          |         |
| iv.  | APSSA           | 02    |          |         |

### e. Training Facility:

#### 20 Marks

| a.                 | Does Agency / Firm hold its training center for grooming & training of security guards: |             |                  |                       |  |
|--------------------|---|-------------|------------------|-----------------------|--|
| Yes (Give details) |   |             |                  |                       |  |
|                    |   | Marks       | Obtained         | Remarks               |  |
|                    | Training Center in (Karachi/ Hyderabad)   | 4           |                  |                       |  |
|                    | Training Center (Larkana/ Sukkur)   | 4           |                  |                       |  |
|                    | Outside Sindh province  | 1           |                  |                       |  |
| b.                 | No. of guards trained by APSAA training   | school in 2 | 2020- 2023 (atta | ach certificate copy) |  |
|                    | More than 80  | 11          |                  |                       |  |
|                    | More than 40  | 7           |                  |                       |  |
|                    | Less than 40  | 3           |                  |                       |  |

# f. **Detail of Agency / Firm Owned Transport:**\* Provide registration details. Will be verified.

#### 20 Marks

| a. | Administrative vehicle *                    | :         | Quantity       |
|----|---|-----------|----------------|
|    |   | Marks     | Marks obtained |
|    | More than 05                                | 5         |                |
|    | Less than 05                                | 3         |                |
|    | Nil   | 0         |                |
| b. | <b>Operational vehicles</b> (fitted with wi | reless) : | Quantity       |
|    | More than 10                                | 5         |                |
|    | Less than 10                                | 3         |                |
|    | Nil   | 0         |                |
| c. | Motor Bikes                                 | :         | Quantity       |
|    | 15 or more                                  | 10        |                |
|    | Less than 15                                | 3         |                |
|    | Nil   | 0         |                |
|    | TOTAL MARKS OBTAINED                        |           |                |

#### 6. TERMS & CONDITIONS:

#### a. Contract Period

The agreement will be for 12 months which shall enforce from date of contract signing to next 12 months. The agreement may be extended for another term of two years or suitable period thereof by mutual consent of both the parties i.e. vendor and vendee on same terms & conditions.

#### b. Financial Methods and payments:

- i. Payment for rendered security services will be made to the security Agency / Firm on the completion of each month based on actual attendance/duties performed by security guards during the concerned month. The security Agency / Firm will submit services bill to Security Office SMBBMUL between 07<sup>th</sup> to 10<sup>th</sup> of each month for previous month. After scrutiny of bill by security office same will be forwarded to Directorate of Finance for payment.
- ii. No escalation of rate and amount at any stage after approval of tender cost will be accepted.
- iii. No increase in the value of services will be accepted on account of either unit amount, total cost, any and all other charges, duties, taxes, scope of services and / or any other head of account shall not be allowed, after award of services tender for period of one year.
- iv. Breakdown of emoluments (Charging for one guard from SMBBMUL) must be given to University by Security Agency / Firm to ensure that guards are given declared amount of pay by 5<sup>th</sup> of each month positively. SMBBMUL reserves the right to deduct 1% of the current monthly bill as penalty if guards are not paid by 10<sup>th</sup> of each month.
- v. The salary structure, emoluments paid to the security personnel contacted to University should be consonant with prevalent Government policies and generally practiced market rates. SMBBMUL will not be liable to pay any additional charges due to any change in government policies.
- vi. In case guard is employed on overtime, the total cost of overtime will be paid to the security guard and the company will not deduct any service or other charges from the guard.

#### c. Operational Requirements

- i. The Security Agency / Firm will be responsible for security clearance and character verification of Security Guard posted to SMBBMUL from Police, APSAA & NADRA.
- ii. The Security Agency / Firm will be responsible to provide attested photocopies of arms/ ammunitions valid license along with authority letter for carrying same by their security guards while performing duty at SMBB Medical University, Larkana.

- iii. During the duty hours, Security Personnel/ Guards must wear proper and complete uniform with their Agency / Firm identity card. They are to be in possession of Photocopy of C.N.I.C.
- iv. The Security Agency / Firm ensures that Security Guards must be a Pakistani National, having valid CNIC.
- v. Security Agency / Firm to ensure that their Security Personnel/ Guard(s) is not involved in any criminal, terrorist, racial, religious, sectarian activities. Politically motivated individual also be avoided to be deployed. All deployed security guards must be disciplined and law abiding national of Pakistan with clean conduct sheet.
- vi. The SMBBMUL reserve the right to remove any or all Security Staff / Guard(s) if found involved in any criminal/ undesired activity or create harassment or disturbance among staff and students etc.
- vii. In case of complain, the security Agency / Firm will be responsible to replace/ remove Security Guard/ Personnel at their own expense without delay. If guard reporting late by more than half an hour, half day salary will be deducted from Agency / Firm amount. In case of re-deployment of guards on overtime from same location or any other location equivalent to half day salary will be deducted from Agency / Firm amount.
- viii. The security personnel / Guards must be of good health, physically fit sound mind and mature in judgment. Preferably in the age bracket of 30 years to 45 years.
- ix. If any theft damage or lost occurred at the duty place of Security Guard, Agency / Firm will be responsible to make payment equivalent to cost of damage item/ theft property etc.
- x. Security Agency / Firm allows SMBBMUL security to use their wireless frequency within the college or at University premises without charging additional amount.
- xi. Security Agency / Firm would provide extra guards/Lady Searchers as and when required on same term and condition/ rates (per day) as fixed in contract agreement (equivalent one day duty).
- xii. Security Agency / Firm would provide 05 metal detectors and 05 under vehicle mirror to their security staff without charging any additional amount. (05 Sets for Arija, CMC, GMMMC, VC Secretariat & BADC)
- xiii. Security Agency / Firm would arrange training of Guards and arrange firing practice at least once in 03 months.
- xiv. Security Agency / Firm would provide serviceable weapons to their security guards.

- xv. Periodical inspection of weapons/equipment's to be arranged / ensured by the Agency / Firm through qualified technician. No faulty/defected weapon/ammunition to be given to deployed security guard.
- xvi. Agency / Firm to ensure regular day & night check of deployed security guards at all locations by Agency / Firm checkers and deployment supervisor. Proper logbook to be maintained by the Agency / Firm at all locations of duty at University.
- xvii. Operation Manager of the Security Agency / Firm must visit SMBBMUL all locations fortnightly to discuss all issues related with the attendance, discipline, performance etc. of Security Guards with respective Security Coordinators/Security Officer.
- xviii. Agency / Firm would deploy mix cluster of people, they should not be of same cast or area or sect. Ethnic/ area proportion in the strength of deployed guards to be ensured.
- xix. In case of poor turnout, provision of untrained guard, faulty equipment and weapons etc., SMBBMUL has the right to deduct the amount equivalent to one day pay of guard for each observation from monthly bill of Agency / Firm.
- xx. Guards will maintain their turnout, they will be properly dressed, and trim the mustaches and beard does not keep long hairs, wear black shoes of proper pattern. Agency / Firm will issue new uniforms items to their guards. Agency / Firm will be responsible for providing raincoats / winter wear to the guards as required.
- xxi. Medically / physically fit, guards to be employed.
- xxii. Guards once provided should not be changed for at least stay for 03 months until & unless asked by the SMBBMUL to change him or in case of emergency / ill health when substitute guard of identical qualifications is to be provided. Such instances are to be far and few.
- xxiii. In case guard is employed on overtime, the total cost of overtime will be paid to the security guard and the company will not deduct any service or other charges from the guard.

#### d. Guard Dress / Weapon / Equipment Requirement

- i. T Shirt with company monogram. (During summer season).
- ii. Shirt with company monogram. (During winter season).
- iii. Trouser (Tucked in boots).
- iv. Blue Socks.
- v. DMS (Duty Military Shoes).
- vi. Cap with company monogram.
- vii. Brass whistle.
- viii. Ammunition pouch.
- ix. Pistol pouch (black) for guards carrying pistols.
- x. Sling for guards carrying repeater, SMG, rifle.
- xi. Web belt.
- xii. Flashlight (Black / grey) for night duty. Provision of battery will be the responsibility of Security Company.
- xiii. Binocular
- xiv. Handheld wireless communicator set.

#### e. Wireless Communication

- i. Security Company will establish wireless communication network within SMBBMU, CMC and GMMMC and Staff Colony using their obtained frequency from PTA.
- ii. Security Company will provide handheld sets to every guard on duty.
- iii. Security Company will arrange charger, spare batteries and will ensure unerupted long power backup that wireless link should be up 24/7.
- iv. Security Company will install base station with long range antenna. Base station should be able to communicate with CMC, Colonies and Arija.

#### f. Guards Reliever / Leave

There will be two monthly holidays allowed to security guards. Security Company will provide reliever for each guard without extra cost to SMBBMUL.

#### g. Guard Deployment Modus Operandi:

- i. Before posting new guard, brief profile should be emailed to Security Officer-SMBBMUL and guard to be present for security manager's / security executive's interview. No guard will be posted to SMBB Medical University without proper training by the Security Agency/Firm. Agency / Firm will issue a certificate with deployment orders to Security Officer-SMBB Medical University that posted guards have been thoroughly screened and property trained and groomed by the security Agency / Firm.
- ii. Guards / staff deployed at SMBBMUL should not have any blood relationship e.g. son, daughter, nephew, niece, father, mother with SMBBMUL staff or their family / third party staff or their family.
- iii. Duty will be divided into two shifts from 07:30am to 07:30pm (*Day Shift*) and from 07:30pm to 07:30am (*Night Shift*) however duty timings can be altered by the Security Officer-SMBBMUL according to the need. No leave will be admissible to security Agency / Firm security staff / guards during the period of their deployment.
- iv. Security Guard will report for duty 15 minutes prior to start of duty time, Guards coming late by 15 minutes, will marked absent; Agency / Firm would arrange reliever within next 30 minutes at their own expenses. If reliever does not arrive on location, SMBBMUL has the right to fine the Agency / Firm equivalent to one day salary of guard in addition to his actual one-day salary.
- v. For swift deployment Agency / Firm would use its own transport with the view to ensure that no location left unattended.
- vi. Guards deployed in <u>Vice Chancellor Secretariat</u>/ <u>Girls Hostel / Staff Colonies</u>/ <u>VC house required be more mature, carefully chosen</u>, preferably retired from Arm Forces and should be in middle age bracket, in age bracket of 40 to 50 years.
- vii. Guard to be directed during night duty not to remove their uniforms/ shoes and switch of the lights of sentry post/ guardroom. Any guard found sleeping while at duty will mark absent.
- viii. Agency / Firm checker must check guards randomly specially during night and endorse his remarks in guard duty checking register & Logbook of Security Office-SMBBMUL.

- ix. Agency / Firm will provide Torches with cell / rechargeable torch to night guards and whistles to all guards on their expenditure, guards those not carrying weapons to be in possession of kotek/ stick.
- x. SMBB Medical University, Larkana may ask service provider to deploy their security guard anywhere in Larkana or other places on its premises or detail its guards with University Transport when SMBBMUL students, faculty, staff etc. proceed on any University activity / event in the premises of Larkana.
- xi. That upon termination of this agreement the service provider shall be permitted to remove all its devices and equipment which may have been placed by it at the premises from the time to time.

#### h. Administrative Requirements

- i. The SMBBMUL is not liable to provide Accommodation, Food and other facilities including Edible to hired Security Personnel / Guards. However, they have access to drinking water whenever required but not to take outside the premises or sub-let / sale of the same.
- ii. Agency / Firm would ensure that guard will not disturb University management for their personal administrative issues; Agency / Firm must pay their dues by 10<sup>th</sup> of each month.
- iii. Security Guard will perform 12 hours duty in a day however seeing the requirements, Security Officer can alter shift start and finish time.
- iv. To fill up the gaps or cover absentee, in normal circumstances <u>Guard will not be</u> redeployed on overtime or adjusted from other location, fresh guard will be deployed on duty.
- v. In case guard is employed on overtime, the total cost of overtime will be paid to the security guard and the company will not deduct any service or other charges from the guard.

#### i. Discipline of Security Staff & Guards

- i. As per Shaheed Mohtarma Benazir Bhutto Medical University, Larkana Rules & Regulations and Policy on Discipline. In the event of any incident of Security Lapse the agency / firm will provide all assistance in the investigation of the incident and will be obliged to penalize their guard / security person if found guilty.
- ii. The security provider is independent, and all services rendered under this contract are to be performed as such, it being understood that the direction and manner of the performance services of the security provider. Also, the security provider's employees shall be solely with in the control of the security provider. Also, the security provider shall be responsible for payment to its employee's wages, salaries and taxes.

#### j. Life Insurance / Compliance of Government Labour Policies:

- i. The security Agency /Firm shall effect and maintain during the period of this agreement a policy or policies of public liability insurance to cover its Guards / Security Staff for death on duty in an amount not more than Rs. 300,000.00 (Rupees Three hundred thousand only) and indemnity for Rs. 150,000.00 (Rupees One hundred fifty thousand only) for any injury to person or damage to property due to negligence of security guard.
- ii. Security Agency /Firm shall ensure compliance of all Government policies towards labour laws.
- iii. No security staff / guards under 25 year of age shall be deployed at SMBBMUL.
- iv. Only Pakistani national with valid CNIC. Medically / physically fit Security staff / Guards shall employ in SMBBMUL.

#### k. Force Majuro

That in the event of any war, declared, enemy action, hostilities, act of God, or any other circumstances (whether or not of a similar nature of the foregoing) which is beyond the control of the security provider which cause the cessation of substantial interface to perform the said services the agreement shall forthwith be suspended until such circumstances shall have ceased subject to the security provider forthwith notifying the second party shall not make any payment under Clause-3 hereof in respect of the such suspension and sum already paid there under of such period shall be refunded forthwith by the security provider to the second party, who shall have right to terminate this agreement forthwith.

#### I. Arbitration

In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the SMBBMUL and CEO of the firm / agency for arbitration / settling of the dispute, failing which the decision of the court of law in the jurisdiction of Larkana binding to the parties.

- m. Tax(es): All applicable tax (es) will be borne by the Service Provider.
- **n. <u>Sub-letting</u>**: No sub-letting/ sub-contracting of services in any form is allowed.
- **o.** <u>Stamp duty</u> of 0.35% for Services against total value of Work will be levied accordingly.

#### Note:

This Terms & Conditions is integral part of contract agreement besides other clauses / articles.

|                    | aration of Charges, Fees, Commission, Taxes, Levies etc. payable by the facturer/supplier/distributor works;  |
|--------------------|---|
| <u>M/s_</u>        | , the Security Service  |
| Provi              | der hereby declares that:   |
| (a)                | Its intention not to obtain the procurement work of any Contract, right, interest, privilege, or other obligation or benefit from the SMBBMU or any Administrative or Financial Offices thereof or any other department under the control of the SMBBMU through any corrupt practice(s).  |
| (b)                | Without limiting the generality of the forgoing the manufacturer/supplier/distributor represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the SMBBMU directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the SMBBMU, except that which has been expressly declared pursuant hereto. |
| (c)                | The manufacturer/supplier/distributor accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the SMBBMU under any law, contact, or other instrument, be stand void at the discretion of the SMBBMU.   |
| (d)                | Notwithstanding any right and remedies exercised by the SMBBMU in this regard, manufacturer/supplier/distributor agrees to indemnify the SMBBMU for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the SMBBMU in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the SMBBMU.  |
| <u>Not</u><br>This | e: integrity pact is mandatory requirement other than auxiliary services / works.   |

Page 16 of 17

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

| M/s            |       |                   |
|----------------|-------|-------------------|
|                |       |                   |
| Contact Person |       |                   |
|                |       |                   |
| Address        |       |                   |
| Tel #          | Fax   |                   |
| Mobile         | email |                   |
|                |       |                   |
|                |       | SIGNATURE & STAMP |