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**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods

- NAME OF THE ORGANIZATION/DEPTT: NATIONAL ELECTRIC
POWER REGULATORY AUTHORITY (NEPRA)
- FEDERAL / PROVINCIAL GOVT: AUTONOMUS
- TITLE OF CONTRACT: TO PROVIDE SECURITY SERVICES AT NEPRA
TOWER
- TENDER NUMBER: 08/ 2020
- BRIEF DESCRIPTION OF CONTRACT: PROVISION OF SECURITY
SERVICES FOR THE SECURITY OF NEPRA TOWER
- TENDER VALUE: Rs. 15-16 MILLION APPROX
- ENGINEER'S ESTIMATE: N/A
- ESTIMATED COMPLETION PERIOD: 30.09.2023
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? YES
- ADVERTISEMENT:
 - (i) PPRA Website: Yes 427320
 - (ii) News Papers: Yes (BUSSINES RECORDER & THE JANG, 26.07.2020)

3 nepra 11/12/2020 ↓

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☐ TENDER OPENED ON (DATE & TIME): **TECHNICAL 10.08.2020 : 14:30HRS**
: **FINANCIAL 07.09.2020 : 14:30HRS**

➤ NATURE OF PURCHASE: **NA**

☐ EXTENSION IN DUE DATE: **N/A**

➤ NUMBER OF TENDER DOCUMENTS SOLD: **09**

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: **YES**

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: **YES**

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

i. SINGLE STAGE – ONE ENVELOPE PROCEDURE _____

ii. SINGLE STAGE - TWO-ENVELOPE PROCEDURE. _____

iii. TWO STAGE BIDDING PROCEDURE. _____

iv. TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____

√

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e. EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.):

- WHO IS THE APPROVING AUTHORITY: **CHAIRMAN**

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING: **N/A**

➤ NUMBER OF BIDS RECEIVED: **09**

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: **YES**

➤ WHETHER INTEGRITY PACT WAS SIGNED: **YES**

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA – II

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods Worth**

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **09**
- .
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(I.E. 1ST, 2ND, 3RD EVALUATED BID).

1ST M/S OMER RAZZAQ ENTERPRISES PVT LTD.

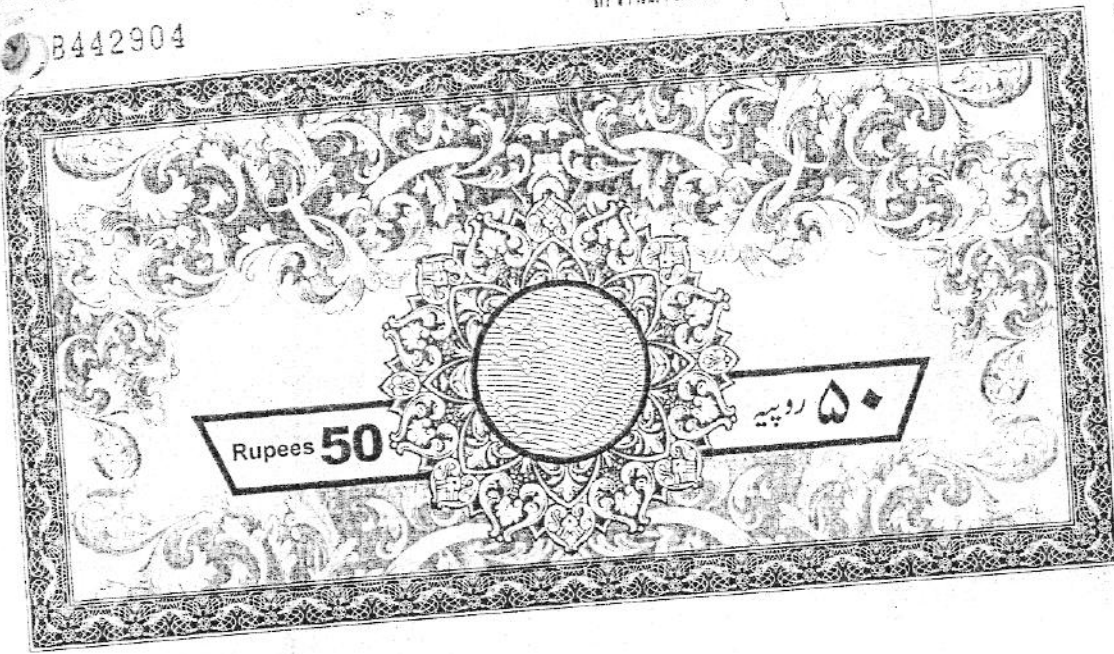
- NEED ANALYSIS (WHY THE PROCUREMENT WAS NECESSARY?):

TO PROVIDE SECURITY SERVICES AT NEPRA TOWER

- .
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (BRIEFLY DESCRIBE): **N/A**
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS: **YES**
- DATE OF CONTRACT SIGNING: **01.10.2020**
- CONTRACT AWARD PRICE: **RS. 15-16 MILLINION APPROX**
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL

BIDDERS: YES UPLOADED ON WEBSITES

- ANY COMPLAINTS RECEIVED: **N/A**
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS: **N/A**
- DEVIATION FROM QUALIFICATION CRITERIA: **N/A**
- SPECIAL CONDITIONS: **N/A**



AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT for Security Services (Hereinafter called the "Agreement") is made on 1st day of October, 2020

BY AND BETWEEN

National Electric Power Regulatory Authority (NEPRA) (hereinafter referred to as the "Client", which expression shall, where the context so permits, be deemed to include its successor-in-interest and permitted assigns) of the one part;

AND

M/s Omer Razzaq Enterprises (Pvt.) Ltd (OREL) (hereinafter referred to as the "Contractor") which expression shall, where the context so permits, be deemed to include its successor-in-interest and permitted assigns) of the other part;

(The Client and Contractor shall, hereinafter collectively be referred to as the "parties" and individually as the "party")

RECITALS

- (i) Whereas, Contractor has shown its intention to provide Security Services to the Client from 01.10.2020, for three years as per approved scope of work and has been short-listed as the lowest evaluated bidder in the bidding process;
- (ii) Whereas, the Client is desirous to hire the services of the Contractor and the Contractor has agreed to provide the same to the Client in consideration of the agreed payments to be made by the Client to the Contractor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the Parties agree and covenant as follows:

SECTION-I SCOPE OF WORK



on 12 hours shift full time basis against the quoted price as under:

		Per Security Guard per month rate in PKR (inclusive of all taxes)		
		1 st Year	2 nd Year	3 rd Year
1	Security Guards (with Arms)	21,326/-	21,752/-	22,186/-
2	Security Guards (without Arms)	21,326/-	21,752/-	22,186/-

SECTION-2

GENERAL TERMS AND CONDITIONS

- 2.1 The Guards shall be Ex-Servicemen, healthy, strong, and medically of Cat 'A'.
- 2.2 The Guards not be more than 50 years of age and shall not be less than 5'-6" height.
- 2.3 The Guards will hold CNIC as well as Contractor's Company Service Card.
- 2.4 On a written report from Client, unsuitable guard(s) shall be replaced and substitute provided within 24 hours by the Contractor.
- 2.5 The Guards shall have adequate qualification so as to read and write in English : Urdu.
- 2.6 The Guards shall bear good moral character and Contractor will ensure that they (were) not involved in any kind of criminal activities including theft and drug abuse e
- 2.7 The Guards shall be employees of the Contractor and shall execute a contract employment with Contractor to perform duties for the Client.
- 2.8 The working hours for guards shall not be more than 12 hours within 24 hours period
- 2.9 The entire financial liability in respect of the security guards deployed shall be that c Contractor.
- 2.10 The Contractor has committed and confirmed to the Client to pay the GST as per r vogue and shall pay the salary to its security guards as per minimum wage fixed by The Contractor shall satisfy the Client by providing Salary slips and receipts fe payments released to the Security guards deployed by them at the Client's (Building. Non-compliance by the Contractor shall entitled the client to te appropriate punitive actions against the Contractor including termination of the co for breach of the instant agreement.
- 2.11 The Contractor shall be responsible for imparting refresher courses to the Sec Guards on half yearly basis and shall submit compliance report to the Cl management.
- 2.12 The Client shall not be responsible for any financial loss or injury to any dep Security Guard in the course of performing his duties.
- 2.13 The Contractor's Security Guards shall not claim nor shall be entitled to receive, and other facilities admissible to the employees of the client's organization or abso during the currency or after expiry of the contract period. Undertaking from the p to this effect shall be required from the Contractor.

- 2.14 In the event of any security guard being on leave/absent, the Contractor shall provide suitable alternative arrangement within 24 hours to make up for such absence. To meet such eventualities, the Contractor shall make provision for leave reserve and provide the same under intimation to the Client.
- 2.15 In case of absence of any guard, the Client reserves the right to recover the compensation and /or consider the Security Company to be in breach of contract.
- 2.16 Accommodation and meals/refreshments for the Security Guards shall be responsibility of the Contractor.
- 2.17 Guards shall be directly under control of the Client who may deploy them according to its requirements. The guards shall not be replaced without the prior written permission of the Client.
- 2.18 The deployed guards shall not leave their place of duty for meals or any other absence, unless another guard is in place and they shall not entertain any guest inside Client's premises.

SECTION-3 SERVICE AND TERMINATION

- 3.1 Each guard shall perform his duty on an average of 12 hours per day during the month.
- 3.2 Each guard shall be entitled to four (04) days leave in a month or one day leave in a week through the reliever provided by Contractor.
- 3.3 Availability of additional guards (if so required) shall be ensured by the Contractor within 24 hours.
- 3.4 The contract for providing the aforesaid manpower is for three years from the date of deployment of the required manpower. No increase in rates shall be permissible during the course of the contract. The period of the contract may be further extended provided the requirement of the Client for manpower persists at that time or may be curtailed/terminated owing to deficiency in service or substandard quality of manpower deployed by the Contractor or because of change in the Client requirements.
- 3.5 In case, the Contractor decides to discontinue its obligations under the Agreement, they shall do so by giving one month prior written notice to the Client.
- 3.6 In case, the Client decides to terminate the Agreement during the validity period, it shall do so either by giving one month notice in advance or payment of one month's Agreement price, based on last monthly verified invoice.

SECTION-4 COMPENSATION SCHEDULE

- 4.1 The contractor shall issue to the Client a consolidated INVOICE of each month and payment shall be made within 2 weeks of receipt of the invoice. The amount due in lieu

of services shall be paid by the Client in accordance with the terms of the contract within 2 weeks of receipt of the invoice.

- 4.2 Payment towards workers insurance, social security and EOBI or any other dues that may become applicable shall be paid by Contractor at no extra cost to Client.
- 4.3 The invoicing shall commence with effect from the date the first group of guards report for duty.

SECTION -5

INSPECTION AND DISCIPLINE

- 5.2 Besides the Contractor, the Client shall also exercise supervision of guards and report any misconduct to the Contractor for prompt remedial measures. All inquiries shall be joint inquiries to ascertain and apportion blame and responsibility.
- 5.3 The guards shall remain in duly approved uniform while on duty.
- 5.4 The contractor shall arrange surprise checking of guards, at least once during Day and Night through checkers.

SECTION - 6

CURRENCY OF AGREEMENT

- 6.1 This Agreement shall continue up to 30.09.2023 unless terminated in the manner agreed in clause 3.5 and 3.6 above.
- 6.2 The Agreement shall come into force immediately upon signing by both the parties.

SECTION - 7

ARBITRATION


- 7.1 In the event of any dispute arising between the Contractor and the Client out in relevance to this Agreement, the Contractor and the Client shall attempt in the first instance to resolve such disputes through amicable consultation.
- 7.2 If the dispute is not resolved through consultations within thirty (30) days after one Party has served written notice on the other Party requesting the commencement of such consultations, then the disputes shall be finally settled by arbitration. The dispute shall be referred for arbitration in Islamabad to a sole arbitrator if one can be agreed upon however, in case of non agreement upon one arbitrator, two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before their entering upon the reference) in accordance with the Arbitration Act 1940 or any amendment there to or re-enactment thereof.
- 7.3 The arbitration award shall be final and binding on the parties. The arbitration fee shall be borne by the losing party or as otherwise provided in the arbitration award.

SECTION - 8
MISCELLANEOUS

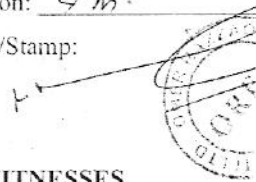
- 8.1 The Client shall provide first aid facilities to the guards, if required
- 8.2 The Contractor or any of its personnel, shall not, during or after the terms agreement disclose any information relating to the client which may come to his knowledge without the prior consent of the client, to any person, except where required in the reasonable performance of their obligations under this agreement.
- 8.3 Any amendments to this Agreement shall be made only with mutual consent of both parties, and must be executed in writing, and signed by an authorized representative of each party to be effective.
- 8.4 Neither party may transfer or assign its rights nor obligations under this Agreement whole or in part without the prior written consent of the other party.
- 8.5 No waiver of any right (s) under this Agreement shall be deemed effective unless executed in writing and any waiver by either party of a breach of any of the provisions of this Agreement by the other party shall not operate or be construed as a waiver of a subsequent breach of that party.
- 8.6 If any provision of this Agreement is, or becomes, or is deemed invalid, if unenforceable by a court of law, it shall be deemed amended so as to conform with applicable laws and shall be deemed valid and enforceable thereafter, if such provision cannot be amended without materially altering the intentions of the parties, it shall be struck out and the remainder of the Agreement shall remain enforceable and effective.
- 8.8 The terms of the tender documents shall also be the part and parcel of this contract.
- 8.9 This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNDER SET THEIR HANDS AND SEALS ON THE DAY AND THE YEAR FIRST WRITTEN ABOVE.


For and on behalf of the Client (NEPRA)


(Tufail Ahmed)
Director (O & M)
NEPRA, Islamabad

For and on behalf of the Contractor

Name: Capt R. Higin
Designation: GM
Signature/Stamp: 

1. WITNESSES

Name: Asfandyar Farooq Khan


CNIC No. _____

2. WITNESSES

Name: M. H.


CNIC No. 9120275054