

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 Worth Fifty
Million or More

- NAME OF THE ORGANIZATION/DEPTT. universal service fund
- FEDERAL / PROVINCIAL GOVT. Federal
- TITLE OF CONTRACT Janitorial Services For universal service fund company
- TENDER NUMBER USF/TDRS/JANITORIAL/2024-25/10
- BRIEF DESCRIPTION OF CONTRACT Janitorial Services For
USF company
- TENDER VALUE Clean and green Services Pvt Ltd. Rs. 55,971
- ENGINEER'S ESTIMATE N/A
(for civil Works only)
- ESTIMATED COMPLETION PERIOD one year
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? Yes Yes / No
- ADVERTISEMENT :
- (i) PPRA Website TS549362E Yes / No
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers No Yes /
No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 25th oct-24 at 11:30 AM
- NATURE OF PURCHASE Local Local / International
- EXTENSION IN DUE DATE (If any) No Yes / No

- NUMBER OF TENDER DOCUMENTS SOLD N/A
(Attach list of Buyers)
- WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).
- WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).
- WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☒
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. ☐
- c) TWO STAGE BIDDING PROCEDURE. ☐
- d) 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.) N/A
- WHO IS THE APPROVING AUTHORITY CEO
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED
FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.
- NUMBER OF BIDS RECEIVED Seven (07)
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes / No
- WHETHER INTEGRITY PACT WAS SIGNED N/A Yes / No

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 Fifty
Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF
OPENING OF BIDS 1
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Mr. Muhammad
Hassan M/s Clean and Green Services Pvt.
Ltd office #1 First Floor Plot 45 Street 10 Sector 1-9/2
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).
1st
- NEED ANALYSIS (Why the procurement was necessary?)
As Per the Policy of USF Approved
Budget and Requirement of the Department.
- 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 Yes / No
- DATE OF CONTRACT SIGNING 1st Nov 2024 To 31st Oct 2025
(Attach a copy of agreement)
- CONTRACT AWARD PRICE Rs. 55,971
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes Yes / No
(Attach copy of the bid evaluation report)
- ANY COMPLAINTS RECEIVED No Yes / No
(If yes result thereof)

- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS No Yes / No
(If yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA No Yes / No
(If yes give details)

- SPECIAL CONDITIONS, IF Any (Give Brief Description) No

1. INTRODUCTION

Universal Service Fund Company ("USF Co") is a Guarantee Limited Company incorporated under Section 42 of the repealed Companies Ordinance 1984 (repealed with Companies Act 2017) established by the Government of Pakistan (Ministry of Information Technology & Telecom) in pursuance of Universal Service Fund Rules, 2006 ("USF Rules") promulgated by Federal Government of Pakistan in exercise of the powers conferred under clause (ab) of Sub Section (2) of Section 57 of the Pakistan Telecommunication (Re-organization) Act, 1996. The primary objective of USF Co is to plan, develop and execute Tele-Communication Network Projects and Services in un-served, under-served and remote areas of Pakistan, mainly through disbursement of subsidy received from the Government of Pakistan.

USF invites sealed bids from well reputed Janitorial Service Provider, registered with Federal Board of Revenue (FBR) for Income Tax and Sales Tax (Relevant Authority) as per scope of work detailed under terms of reference (ToR).

2. BIDDING PROCESS

- a. An open, competitive, and transparent bidding process in accordance with Public Procurement Regulatory Authority (PPRA) Ordinance, 2002, Rules, Regulations and Guidelines made thereunder shall be adopted.
- b. A Single Stage, one Envelope procedures shall be adopted as per Rule 36 (a) of the Public Procurement Rules, 2004. (Hereinafter referred to as "Rules")
- c. The bid/proposal to be attached on e-Pak Acquisition & Disposal System (e-PADS), comprising both the **technical proposal** and the **financial proposal**. **The bidder shall ensure that the attachment of bid/proposal on e-PADS is mandatory, failing which the bid shall be rejected**
- d. A scanned copy of bid security in the form of a CDR/Pay Order/Demand Draft, in the name of 'Universal Service Fund', of value PKR 50,000/- (Pak Rupees Fifty Thousand Only) must be uploaded on e-PADS and **original bid security shall be submitted to the procuring agency any time before the closing time of bid submission, failing which the bid shall be rejected.**
- e. No financial instrument for bid security or mode of payment for shall be acceptable other than specified in clause (d)
- f. **For any clarifications, it is mandated that bidders communicate exclusively through e-PADS. Any attempt to utilize alternative modes of contact will result in consequential actions, including potentially disqualification of the bidder(s)).**
- g. Initially, the eligibility of the lowest bidder only is carried out to determine its responsiveness as per information or documents required and so provided; if the bidder fails to be responsive, then same exercise is repeated for 2nd lowest bidder and so on till responsive bidder or lowest/most advantageous evaluated bid is determined.

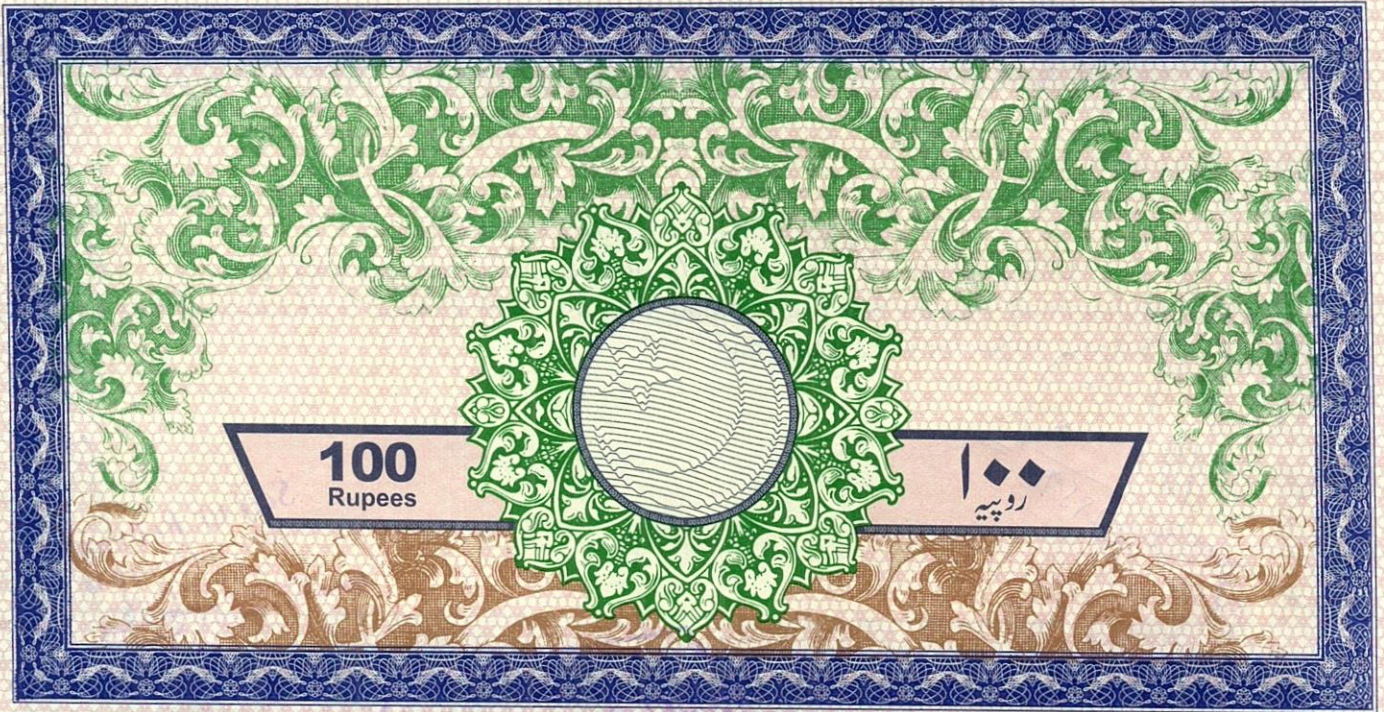
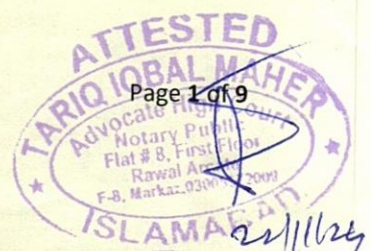
3. ELIGIBILITY CRITERIA

Bidders must give compliance to the below mentioned clauses as these are mandatory for being eligible for the bidding process:

Sr.No#	Attributes	Ref. Page no. in proposal
a	<p>The bidder can be a sole proprietor, a firm, or a company.</p> <p>In case of company, Incorporation certificate from security and exchange commission of Pakistan (SECP) with valid NTN.</p> <p>In case of firm, Form-C issued by registrar of firms with valid NTN.</p> <p>In case of sole proprietor, valid NTN and STRN is required.</p>	
b	Valid registration with FBR for income tax purposes and with relevant Tax/Revenue authority and are on Active Taxpayer List (ATL).	
c	The bidder shall provide an undertaking on letter head that the bidder has not been declared blacklisted by any Government/Semi-Government institutions.	
d	Bidders must have a minimum three (03) years of relevant working experience at national level. Documentary evidence to be provided.	
e	Compliance against each clause and sub-clause of Bidding Document and ToR's must be attached by signing & stamping each page of bidding document and ToR's.	Sign & stamp required on each page of this RFP
f	Applicants are required to state, in their proposals, the name, title, contact 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.	
g	The bidder shall ensure to pay the minimum wages as per labor law of Federal Government of Pakistan to the Janitor(s) to be deputed in USF Co.	Acknowledgement required on letterhead

4. INSTRUCTIONS /GENERAL CONDITIONS

- The bidder will be selected after an open, competitive and transparent bidding process.
- Proposals shall be submitted in English/Urdu language.
- All prices mentioned in the financial proposal shall be in Pak Rupees (PKR) **and inclusive of all applicable taxes.**
- Each page of the Technical and Financial Proposal shall be signed by an authorized representative of the Bidder. The representative's authorization shall be confirmed by Letter of Authorization on official letter head of the bidder accompanying the proposal.

**SERVICE AGREEMENT****FOR****JANITORIAL SERVICES FOR USE OFFICE****TENDER I.D: USF/TDRS/JANITORIAL/2024-25/10****BETWEEN****UNIVERSAL SERVICE FUND****AND****M/S CLEAN & GREEN SERVICES PVT LTD.****MADE AS OF****18th DECEMBER 2024****AT****ISLAMABAD**

SERVICE AGREEMENT
for
JANITORIAL SERVICES

This Service Agreement (“**Agreement**”) for the provision of Janitorial Services for the USF office is made at Islamabad on this 18th day of December 2024. Having its effect from 1st November 2024.

By and Between

Universal Service Fund, a Guarantee Limited Company incorporated under S. 42 of the Companies Act, 2017 (erstwhile Companies Ordinance, 1984), having its registered office at Office No. 310-12, 3rd Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad (hereinafter referred to as “**USF**”) which expression shall be deemed to include, where the context so permits, its successors in interests, administrators and permitted assigns) **OF THE ONE PART;**

And

M/s Clean & Green Services Pvt Ltd., a company incorporated under the Companies Act, 2017 (erstwhile Companies Ordinance, 1984), having a place of business at Office # 1, First Floor, Plot#45 Street 10, Sector I-9/2, Islamabad.. Pakistan (hereinafter referred to as the “**Service Provider**”) which expression shall be deemed to include, where the context so permits, its successors in interests, administrators and permitted assigns) **OF THE OTHER PART;**

(The Party of the One Part and the Party of the Other Part shall hereinafter be collectively referred to as “**Parties**” and individually as “**Party**” as the context of this Agreement requires).

WHEREAS:

- A. USF requires to procure complete cleaning and Janitorial Services (“**Services**”) including cleaning material and equipment for sanitation and cleaning of USF office,
- B. The Service Provider represents and warrants that it has the requisite expertise and resources to provide the services as required by the USF;
- C. The Service Provider has agreed, and the USF has approved the Services to be provided by the Service Provider on the terms and conditions set forth in this Agreement.

NOW THEREFORE following documents attached hereto shall be deemed to form an integral part of this Contract:

- Annexure A – RFP
- Annexure B – ToR’s/Scope of Work
- Annexure C – Technical Proposal
- Annexure D – Financial Proposal
- Annexure E – Performance Bank Guarantee
- Annexure F – LOI/LOA



NOW THIS AGREEMENT WITNESSES AS FOLLOWS

1. Duration

- 1.1 This Agreement shall become effective as of November 1st, 2024, and shall remain in effect for a period of one (01) year till October 31st, 2025 (the “**Term**”) or until terminated in accordance with Clause 5 & 7. The termination of this Agreement will not:
- (a) Relieve either party from any expense, liability or obligation or any remedy thereof, 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.
- 1.2 Prior to the expiration of the terms, this Agreement may be extended for a further period not exceeding one year by mutual agreement between the Parties, provided that, the Parties must enter into a written agreement to extend the Term of this Agreement. When used in this Agreement, the phrase “the Term” shall refer to the entire duration of this Agreement.

2. Scope of Work

The Services to be provided by the Service Provider under this Agreement shall be in accordance with “**Annexure-B**” of this Agreement.

3. Payments

- 3.1 In consideration of the clear, efficient, and uninterrupted fulfillment of the services and other obligations of the Service Provider under this Agreement to the satisfaction of the USF, the Service Provider shall be paid a fixed amount of Pak Rupees 55,971/- per janitor per month subject to clause 3.7 of this Agreement.
- 3.2 USF shall make payments, as per applicable laws, in Pak Rupees before the 15th of every month subject to the submission of a valid invoice on or before 3rd of each month clearly demonstrating Services provided in the last month by the Service Provider. Payment will be made through a cross cheque to the Service Provider and shall not be made in advance.
- 3.3 The monthly invoice of the Service Provider will be verified by the concerned authorized officer of USF to check whether the Service Provider has fulfilled his obligations as per the terms of the Agreement and the payment will accordingly be made to the Service Provider.
- 3.4 The Service Provider shall ensure rate of monthly salary and hiring contract of Janitorial Staff should be in line with existing labor laws & rules of the Govt. of Pakistan enforceable in Islamabad Capital Territory. USF shall only compensate any changes resulting from Increase/decrease in minimum wages set by the Federal government of Pakistan from time to time.



- 3.5 USF shall pay a lump sum monthly payment after the deduction of all applicable taxes including withholding taxes and sales taxes, once the invoice is submitted by the SP.
- 3.6 All payments shall be subject to the Active Taxpayer Status of the Service Provider on ATL on the FBR portal, at the time of each payment. No payment shall be made until the status of the Service Provider becomes active. Moreover, SP shall have a valid and active Sales Tax registration number for all payments to be made in the course and period of this contract.
- 3.7 The contract price shall be locked at the time of entering the contract as per the Financial Bid submitted by the Service Provider and there shall be no change in the contract price during the continuation of this contract.
- 3.8 Service Provider shall follow the Minimum Wage Rate as notified by the Government from time to time.

4. Service Provider's Obligations

- 4.1 The Service Provider undertakes to provide efficient sanitation, cleaning and janitorial services in accordance with the requirements and adequate standard of hygiene to the full satisfaction of the USF, and will accordingly carry out the necessary planning, management, and supervision of Services.
- 4.2 The Service Provider shall engage its own janitorial staff at the USF office who shall be physically and medically fit and bear good moral conduct.
- 4.3 The Service Provider shall be solely and exclusively responsible for all the payment, remuneration and all benefits to its janitorial staff including compensation for death, injury, etc. while performing the obligations under this Agreement and USF shall have no obligation or responsibility on any account whatsoever.
- 4.4 The Service Provider shall be responsible to provide neat and clean uniforms to its janitorial staff, to the complete satisfaction of USF. The Service Provider shall further ensure that its janitorial staff deputed at USF are disciplined and efficient.
- 4.5 The janitorial staff of the Service Provider will be subject to personal search by the USF security staff both at the time of entry and exit from the premises of USF.
- 4.6 The Service Provider shall be responsible for the provision of all sanitation and cleaning equipment to the janitorial staff as required to be provided under this Agreement and shall ensure that such equipment is properly used.
- 4.7 The Service Provider shall be responsible for all acts or omissions of any of its janitorial staff or personnel working on the premises and liable for any loss or damage and compensate USF accordingly.
- 4.8 The Service Provider shall indemnify USF against all the damages or losses etc. that may be caused by its janitorial staff due to any reasons whatsoever, including but not limited to theft, malignance, and pilferage, etc.
- 4.9 The work done and standard observed/maintained by the Service Provider will be regularly checked, inspected, and reviewed by the concerned officers of USF in order to ensure that the work is being done and standards are observed as per terms of the



Agreement and agreed on specifications, who may issue or give such notice, advises or reminders to the Service Provider as may be necessary for the proper execution of the Agreement.

- 4.10 The concerned officers of USF will at all times have free access to all parts of the work area where the work carried out by the janitorial staff is in progress. The Service Provider will extend all possible help and facilitate as may be required by USF.
- 4.11 USF shall have the right to request the Service Provider to remove any of its janitorial staff members from the USF office upon providing reasonable grounds in respect thereof to the Service Provider (such grounds shall include but not be limited to misconduct, misbehavior). Upon such request, the Service Provider shall depute another member from its janitorial staff at the USF office with immediate effect after the alleged member of the Janitorial Staff is removed.
- 4.12 The Service Provider undertakes that it shall obtain necessary insurance coverage for its janitorial staff deputed at the USF office and must ensure registration of its janitorial staff with EOBI, social security.
- 4.13 The Service Provider shall maintain a complete inventory of cleaning equipment to be used at the USF office. Any concerned officer of the USF shall have the right to inspect such cleaning equipment and issue any sort of instructions/directions with regard to the cleaning equipment.

5. Termination

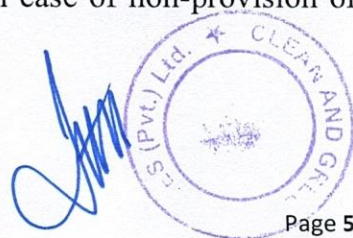
- 5.1 This Agreement may be terminated by either Party by providing thirty (30) days prior written notice to the other party if the other party is in material breach of its obligations under this Agreement and the breach has not been remedied within a period of fifteen (15) days after the notice has been issued.
- 5.2 USF shall have the right to terminate this Agreement forthwith if the Services are not performed in accordance with this Agreement or to the satisfaction of the USF.

6. Performance Bank Guarantee:

- 6.1 The USF Service Provider shall furnish USF with an Irrevocable Bank Guarantee in the form specified in Annex E of ten percent [10%] in the shape of the Bank Guarantee.
- 6.2 The Bank Guarantee will be valid for a period of one (1) Year [term of contract].
- 6.3 Performance Bank Guarantee(s) will be released upon successful completion of the Term of the contract.
- 6.4 Performance Bank Guarantee shall be issued by a Commercial Bank recognized by the State Bank of Pakistan, having a branch office in Pakistan, and that is otherwise acceptable to USF.

7. Penalty

- 7.1 In case of absence/ leave/ sickness of any member of the Janitorial Staff, alternate(s) shall be provided by the Service Provider. In case of non-provision of



alternate janitor(s), deduction shall be made from the payment on a pro-rata basis and the same shall be deducted from the monthly bill of the Service Provider.

7.2 Penalty(s) shall be deducted from the invoice/payment submitted by the service provider.

7.3 Delay due to reasons beyond the reasonable control of the Service Provider ("**Force Majeure**") shall not be considered as delay on part of the Service Provider.

7.4 In case any member of Janitorial Staff is found guilty of theft/loss/damage of any equipment or asset, the Service Provider shall be liable for theft/loss/damage of such equipment or asset and shall compensate USF accordingly.

7.5 In case of poor service, USF may impose a penalty on the Service Provider and shall deduct up to fifteen (15%) of its payment from its monthly invoice.

8. Resolution of Disputes

8.1 The Parties shall endeavor to amicably resolve all disputes arising under this Agreement, whether during the term of this Agreement or any other extended period, as the case may be, through informal negotiation.

8.2 In the event of failure of the informal negotiation process defined above, either Party may refer the dispute to Arbitration under the provisions of Arbitration Act, 1940 (Act No. X of 1940) and rules made thereunder as amended from time to time. The seat of arbitration shall be in Islamabad. The decision of the Arbitrator shall be final and binding on the Parties.

9. Force Majeure

9.1 For the purposes of this Agreement, "Force Majeure" means and includes event(s) which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, pandemics, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

9.2 If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues and if such inability continues for the time period extending thirty (30) days, USF shall have the right to terminate the Agreement.

9.3 Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event.



10. Confidentiality

- 10.1 The Service Provider undertakes that it shall ensure the complete confidentiality of all and any information in respect of this Agreement and the Services stated herein, including without limitation the communication to and by USF about any of its business information. The Service Provider shall not disclose any such information to any person.
- 10.2 The Service Provider shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by USF or which the Service Provider or any of its janitorial staff may obtain directly or indirectly during the course of performance of this Agreement.

11. Notice

- 11.1 Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, facsimile or electronic mail to such party at the contact details detailed below.

To the USF:

Mr. Majid Naqvi
Manager Admin

Universal Service Fund
3rd Floor, Evacuee Trust Complex,
Agha Khan Road, F-5/1, Islamabad.

Telephone: (051) 921 2308-09 Ext: 309
Facsimile: (051) 921 4261
E-mail: majid.naqvi@usf.org.pk

To the Service Provider:

Miss. Maryam Rafiq
Director

M/S Clean & Green Services Pvt Ltd.,

Telephone: 0310-2444078
E-mail: Maryam@cleanandgreenservices.com

- 11.2 A party may change its contacts details by providing notice thereof to the other party without having to amend this agreement in accordance with this article.



12. Governing Law

12.1 This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan.

12.2 Subject to Clause 7 of the Agreement, the courts at Islamabad have exclusive jurisdiction for interpreting and adjudicating disputes arising out of or in connection with the Agreement.

13. Amendment

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

14. Assignment

The Service Provider shall not assign this Agreement or any of its obligations hereunder, either in whole or any part, to any other person or contractor or firm in any form or manner whatsoever.

15. Severance

If any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respects, such provision(s) shall be limited, modified, or severed as necessary to eliminate the invalidity, illegality, or unenforceability and all other provisions of this Agreement shall remain unaffected.

16. Relationship

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

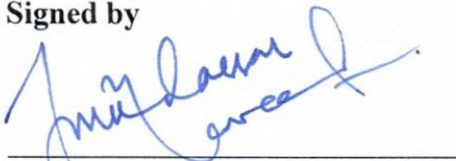
17. Counterparts

This Agreement shall be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



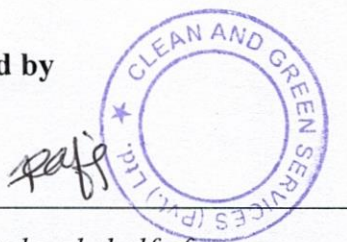
IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day and year first above written.

Signed by



For and on behalf of
UNIVERSAL SERVICE FUND

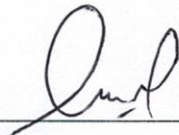
Signed by



For and on behalf of
M/S CLEAN & GREEN SERVICES

PLEASE SIGN HERE

Witnesses:

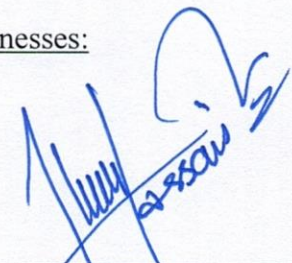
1. 

Name: Zakir Hussain

Title: A/ Chief Law Officer

CNIC No: 35202-2185652-1

Witnesses:

1. 

Name: M. HASSANI

Title: KEY ACCOUNTS MANAGER.

CNIC No: 54400-0976704-5

