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. Univer Sal Service Fund
	FEDERAL / PROVINCIAL GOVT. Federal
7	TITLE OF CONTRACT Security quard Services for usf office
4	TENDER NUMBER USF/TORS/SECURITY GUARDS/2023-24/01
	BRIEF DESCRIPTION OF CONTRACT
	As Per He Minimum wage Law, notified
	by the Federal gou.t, Re-tender
4	TENDER VALUE Rs. 4942, 792 Per Month Per Gue
~	ENGINEER'S ESTIMATE(for civil Works only)
4	ESTIMATED COMPLETION PERIOD One Year
>	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes / No.
1	ADVERTISEMENT:
	(i) PPRA Website TS 53 0 3 5 1 E Yes / No (Federal Agencies) (If yes give date and PPRA's tender number)
	(ii) News Papers No
	(If yes give names of newspapers and dates)
4	TENDER OPENED ON (DATE & TIME) 06-1-cb at 03:30 PM
A	NATURE OF PURCHASE Local / International
A	EXTENSION IN DUE DATE (If any)

A	NUMBER OF TENDER DOCUMENTS SOLD
	(Attach list of Buyers)
>	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes / No- (If yes enclose a copy).
>	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS 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.)
	- WHO IS THE APPROVING AUTHORITY
>	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.
>	NUMBER OF BIDS RECEIVED One
4	WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER_Yes / No
4	WHETHER INTEGRITY PACT WAS SIGNED Yes / No

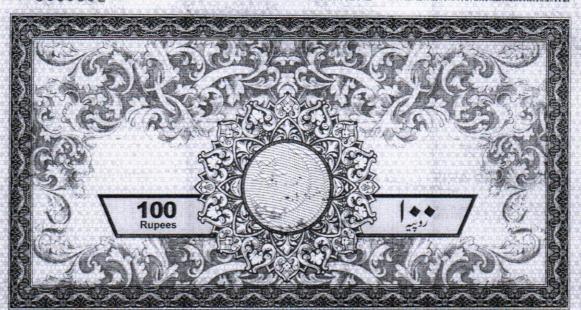
PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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
>	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Hood affice 38d 151006 YOSin Ploza, jinnah Avenue Blue Area 15B
>	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID).
>	NEED ANALYSIS (Why the procurement was necessary?)
>	IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)

	WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ
	OUT AT THE TIME OF OPENING OF BIDS Yes / No
	DATE OF CONTRACT SIGNING OF Moley Mayer 2024 (Attach a copy of agreement)
4	CONTRACT AWARD PRICE Rs. 42, 792 Per month Per Gruend
>	WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes / No (Attach copy of the bid evaluation report)
>	ANY COMPLAINTS RECEIVED Yes / No (If yes result thereof)
>	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS Yes / No (If yes give details)
>	DEVIATION FROM QUALIFICATION CRITERIA Yes / No (If yes give details)
>	SPECIAL CONDITIONS, IF Any (Give Brief Description)



CONTRACT AGREEMENT

FOR

PROCUREMENT OF SECURITY GUARDS SERVICES FOR USF OFFICE

FOR

TENDER ID: USF/TDRS/SECURITY GUARDS/23-24/01

BY AND BETWEEN

UNIVERSAL SERVICE FUND

AND

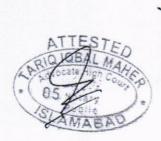
M/S SANKO ASSOCIATES (PVT) LTD.

MADE AS OF

5th DAY OF MARCH 2024

AT

ISLAMABAD







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05-03:104 VS USF

FOR Agreement

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CONTRACT FOR PROCUREMENT OF SECURITY GUARDS SERVICES FOR USF OFFICE

This Contract for procurement of Security Guards Services for USF office, is made at Islamabad on this 5th day of March 2024:

By and Between

Universal Services Fund a company incorporated under Section 42 of Companies Act 2017 (Previously known as the Companies Ordinance,1984), having its registered office at 3rd Floor, Evacuee Trust Complex, Agha Khan Avenue, Islamabad, Pakistan (hereinafter referred to as "USF" which expression shall, unless repugnant to the context and contrary to the meaning thereof shall include its successors-in-interest, administrators, legal representatives, executors and assigns) of the FIRST PART.

AND

M/S SANKO ASSOCIATES (PVT) LTD, a company incorporated under the Companies Act 2017 (Previously known as the Companies Ordinance,1984) having its/their place of business at 3rd floor, Yaseen Plaza, Blue Area, Islamabad (hereinafter referred to as "USF Service Provider" which expression shall, where the context so admits mean and include its successors-in-interest, administrators, legal representatives, executors and assigns) of the OTHER PART.

(The USF & USF Service Provider may hereinafter be collectively referred as "parties" and individually as a "party", as and when the context this agreement require.

WHEREAS.

The USF Service Provider agrees to provide services of security guards for USF office, for a period of one (01) year i.e 1st March 2024- 28th February 2025.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. TERM & EXTENSION:

- 1.1 This Contract shall come into effect on 1st March 2024 and shall remain effective till One (01) Year.
- 1.2 If not terminated earlier, this Contract can be extended for a further term with mutual consent of both parties.





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2. ANNEXURES:

The following documents shall be deemed, read and construed as part of this Contract:

- a) RFP/TORs
- b) Technical Proposal
- c) Quotation
- d) Performance Guarantee
- e) Clarifications (if any)

3. SCOPE OF WORK:

The Scope of Work shall include provision and performance of services as per TOR's:

- a) 24/7 Security services shall be required in two shifts at USF office.
- b) The security guard(s) should be physically fit, well disciplined, well-mannered, presentable, and properly trained.
- c) All security guards must be comprehensively insured for USF office.
- d) The security guard(s) shall always wear proper and clean uniform while being present within the USF premises. The same shall be provided to them by the service provider.
- e) USF shall pay a lump sum monthly payment after deduction of applicable taxes upon receiving one consolidated invoice by the service provider.
- f) The service provider will be bound to pay the security guard(s) a monthly salary in accordance with the minimum wages policy of Government set from time to time.
- g) In case of absence/ leave/ sickness of any security guard(s), alternates(s) shall be provided by the service provider. In case of non-provision of alternate service(s), deduction shall be made from the payment on pro-rata basis and the same shall be deducted from monthly bill of service provider.
- h) The Security-guard company will be responsible for the behavior/actions of the guards and will be provide an immediate replacement in case of complaints/misconduct.
- In case of theft / loss / damage of any equipment/ asset, if the security guard(s) found guilty, the service provider will be responsible to pay the cost of the loss.
- j) The Security Services Provider shall be responsible for the security of the security guard, any items coming along with the security guard, USF Company will not be responsible for any loss whatsoever due to security risks, negligence of security guard or otherwise.

3.2 Mandatory Requirements for Security Guards:

- (a) Must be an ex-service man.
- (b) Minimum 3 years of relevant experience of security guard.
- (c) Must have a good understanding of the security conditions of the area.
- (d) Security-guard company must ensure the physically fitness of the security guard.
- (e) Any drug/smoking is strictly prohibited during duty

3.3 Duties of Security Guard:

- a. Security of office premises and USF personnel.
- b. Checking of body temperature / face mask of all employees / visitors.
- c. Checking of gate pass in case of movement of any asset.
- d. Checking of goods / material entering USF premises.
- e. Checking of CNIC / Entry card of all visitors.
- f. Any other task assigned





3.4 After working hours/during official holidays:

- a. Responsible for closing of main gate (inside reception area) after exist of last employee from the office premises.
- Responsible for opening of main gate (inside reception area) upon arrival of first employee at the office premises.
- c. After closing the gate the same shall not be opened without prior approval of admin supervisor after normal duty hours or during official holidays.
- d. Responsible for closing the SP room after normal working hours.
- e. Shall maintain a register for entry of personal(s) after closing of premises/during official holidays.
- Shall immediately inform admin supervisor, IT Manager and Admin Manager in case of ringing emergency/fire alarm without any delay.

4 PAYMENT TERMS:

- 4.1 USF will make the payments, as per Government policy, in Pak Rupees of every month subject to submission of valid invoice on or before 3rd of each month of provided services of last month by the service provider. Payment will be made through cross cheque to the service provider and shall not be made in advance.
- 4.2 The Service Provider shall ensure rate of monthly salary and hiring contract of Security Staff should be in line with existing labor laws & rules of the Govt. of Pakistan enforceable in Islamabad Capital Territory. USF Co. shall only compensate any changes resulting from Increase/decrease in minimum wages set by the Federal government of Pakistan from time to time.
- 4.3 Payment shall be processed on receipt of original commercial / GST invoice along with certificate duly sign by the concerned employee of receipt of minimum wages as set by the federal government of Pakistan.
- 4.4 USF shall pay a lump sum monthly payment after deduction of applicable taxes upon receiving one consolidated invoice by the service provider.

5 Liquidated Damages/ Payment Terms:

- 5.1 In case of absence/ leave/ sickness of any guard(s), alternates(s) shall be provided by the service provider. In case of non-provision of alternate service(s) deduction shall be made from the payment on pro-rata basis and the same shall be deducted from monthly bill of service provider.
- 5.2 Penalty(s) shall be deducted from the invoice/payment submitted by the service provider.
- 5.3 Delay due to reasons beyond the service provider (Force Majeure) will not be considered as delay on the part of service provider.
- 5.4 In case of theft of loss / damage of any equipment/ asset, if any guard(s) found guilty, the service provider will be responsible to pay the cost of the equipment/ asset.
- 5.5 In case of poor service, USF may impose penalty on the firm up to the extent of 15% of its monthly payment from its monthly invoice.

6 PERFORMANCE GUARANTEE

- 6.1 Performance Guarantee of value Rs. 1,00,000 (One Hundred thousand Only) in shape of Bank Guarantee will be mandatorily submitted by the Most Advantageous Bidder. In case of non-submission by the Most Advantageous Bidder within the stipulated time as mentioned in Letter of Intent (LoI), USF shall proceed accordingly.
- 6.2 Performance Guarantee submitted by successful bidder will be valid for a period of: [term of contract].
- 6.3 Performance Guarantee(s) will be released upon successful completion of the term of contract.

7 TERMINATION:

Either party reserves the right to terminate this Contract by giving one (01) month notice to the other party subject to clearance of all dues and outstanding payments.

8. FORCE MAJEURE

Force Majeure Event means and includes any of the following event beyond the control of the Parties:

- (a) Lightning, storms, earthquakes, landslides, floods, tsunami, washouts and other acts of God;
- (b) Strikes, lockouts or other industrial disturbances of the party;
- (c) Civil disturbances, sabotage, war, blockades, insurrections, terrorist actions, vandalism, riots, epidemics, pandemics;
- (d) Any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority;
- (e) Any other material event that could reasonably considered to be a force majeure event by reason that it is beyond the control of Party affected.

Force Majeure shall not include:

- any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor
- (b) any event which a diligent Party could reasonably have been expected to:
 - take into account at the time of the conclusion of this Contract; and
 - ii. avoid or overcome in the carrying out of its obligations here under.



- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 8.1 If a Force Majeure situation arises, the Service Provider shall promptly notify USF in writing of such conditions and the cause thereof. Unless otherwise directed by USF in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably possible and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 8.2 The Service Provider shall not be held liable for payment of Liquidated Damages or termination for default, if and to the extent that, the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 8.3 Neither party is responsible for the delay caused by Force Majeure. The timeline for completion of a particular task or provision of Services shall be extended in case of Force Majeure.
- 8.4 If either party is permanently prevented wholly or in part by Force Majeure for period exceeding one (1) month from performing or accepting performance, the Party concerned has the right to terminate this Contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party is entitled to compensation for an amount to be fixed by negotiations and mutual Contract.

9. GOVERNING LAW

This Agreement shall be construed, interpreted and governed by the laws of the Islamic Republic of Pakistan.

10. ASSIGNMENT AND SUB-CONTRACT

The Service Provider shall not change or assign or sublet the Services / Work or task assigned to it, or any part thereof, to any other party or person.

11. AMENDMENTS

No variation, modification, amendment, waiver or change in any of the terms of this Agreement shall be effective unless made in writing and by a written amendment in the Agreement signed by a duly authorized officer or representative of each of the parties.

12. SEVERABILITY

If any one or more of the provisions of this Agreement should be ruled wholly partly invalid or unenforceable by a court or other government body competent jurisdiction, then the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected.



