

**PUBLIC PROCUREMENT REGULATORY**  
**AUTHORITY (PPRA)**

**CONTRACT AWARD PROFORMA – I**

- NAME OF THE ORGANIZATION/DEPTT. **Securities and Exchange Commission of Pakistan**
- FEDERAL / PROVINCIAL GOVT. **Federal**
- TITLE OF CONTRACT **Hiring of Manpower outsource services**
- TENDER NUMBER **T#11(i)/23-24**
- BRIEF DESCRIPTION OF CONTRACT **Hiring of Manpower outsource services**
- TENDER VALUE **above Rs. 3.0M**
  
- ENGINEER'S ESTIMATE **NA**  
(for civil Works only)
  
- ESTIMATED COMPLETION PERIOD **12weeks**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **Yes on EPADS**
  
- ADVERTISEMENT :
  - (i) PPRA Website **17-Nov-2023, TS525566E**
  - (ii) News Papers **18 & 19-Nov-2023, Business Recorder & Daily Ausaf**
  
- TENDER OPENED ON (DATE & TIME) **11:30 AM on 04-December -2023**
  
- NATURE OF PURCHASE **Local**
  
- EXTENSION IN DUE DATE (If any) **No-**

2 :-

2 sec of 27524 . ) 200

- NUMBER OF TENDER DOCUMENTS SOLD **N/A (provided free of cost)**
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/ TENDER DOCUMENTS **Yes**  
(Also, details are available on link <https://www.secp.gov.pk/procurement/>)
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS **Yes**  
(Also, details are available on link <https://www.secp.gov.pk/procurement/>)
- 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.) **NA**
- WHO IS THE APPROVING AUTHORITY **Commission of the SECP**
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING **NA**
- NUMBER OF BIDS RECEIVED **08 (1 out of 8 was rejected due to non-submission of bid security as per requirement)**
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER **Yes**
- WHETHER INTEGRITY PACT WAS SIGNED **(YES)**

**PUBLIC PROCUREMENT REGULATORY  
AUTHORITY (PPRA)**

**CONTRACT AWARD PROFORMA – II**

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS
  - Technical Bid Opening: 06
  - Financial Bid Opening: 04
  
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER **Pak Multi Services Pvt. Ltd. Office #6, 5<sup>th</sup> Floor, Rizwan Arcade, Adam Jee Road, Sadar Rawalpindi**
  
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATED BID).
  - 1. Pak Multi Services Private Limited
  - 2. ASK Development Pvt. Ltd
  - 3. Outriders Private Limited
  
- NEED ANALYSIS (Why the procurement was necessary?) Manpower  
Outsource Services
  
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) **NA**
  
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS **Yes**
  
- DATE OF CONTRACT SIGNING **March 01, 2024**
  
- CONTRACT AWARD PRICE **Service charges of 4.69% (Details as per contract)**
  
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS **Yes, report has been shared with bidders through an email (report enclosed)**
  
- ANY COMPLAINTS RECEIVED **Yes, matter was referred to GRC. Complaint resolved and revised technical evaluation report was announced.**
  
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS **No**
  
- DEVIATION FROM QUALIFICATION CRITERIA **No**
  
- SPECIAL CONDITIONS, IF Any **NA**  
(Give Brief Description)

**EVALUATION REPORT - TECHNICAL**  
(As Per Rule 35 of PP Rules, 2004)

- |     |                             |   |
|-----|-----------------------------|---|
| 1.  | Name of Procuring Agency    | Securities and Exchange Commission of Pakistan  |
| 2.  | Method of Procurement       | Single Stage Two Envelope Method  |
| 3.  | Title of Procurement        | Invitation to Bid – Hiring of Manpower outsource services   |
| 4.  | Tender Inquiry No.          | T#11(i)/23-24   |
| 5.  | PPRA Ref. No. (TSE)         | TS525566E   |
| 6.  | Date & Time of Bid Closing  | December 04, 2023, 1100Hrs  |
| 7.  | Date & Time of Bid Opening  | December 04, 2023, 1130Hrs  |
| 8.  | No. of Bids Received        | 07*   |
| 9.  | Criteria for Bid Evaluation | As per Bidding Document.  |
| 10. | Details of Bid Evaluation   | <ul style="list-style-type: none"> <li>▪ Bids securing 60% marks i.e. 36 marks out of 60, or more in the technical evaluation shall only be considered for financial bid opening and at par/equivalent.</li> <li>▪ The lowest financial bid i.e. lowest quoted percentage rate of services charges exclusive of sales tax, shall be awarded the contract</li> </ul> |

S. No.	Bidder Name	Technical Evaluation - Marks Obtained 36 or more out of 60 (Yes/No)	Rule/Regulation/SBD*/Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
1.	Solochoicez Private Limited	Yes	Compliant to technical evaluation criteria. Secured 36 marks or more out of 60 Marks, therefore shall be considered for financial evaluation and at par/equivalent. (Annex A)
2.	Atlantic Surveyors Private Limited	Yes	
3.	ASK Development	Yes	
4.	United Human Resource Services Private Limited	Yes	
5.	Outriders Private Limited	Yes	
6.	FSC Integrated Services Pvt. Ltd	Yes	
7.	Pak Multi Services Private Ltd.	No	Non - Compliant to technical evaluation criteria. Secured less than 36 marks or more out of 60 Marks, therefore shall not be considered for financial evaluation and at par/equivalent. (Annex A)

**Any other additional / supporting information, the procuring agency may like to share.**

\*The bidder M/s. **Prime Human Resource** did not submit bid security as per published requirement in bidding document at Clause 5 and 6. Therefore bid was rejected at the time of bid opening and its financial bid was returned unopened.

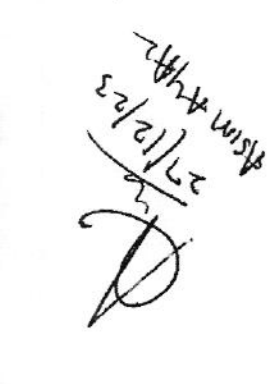
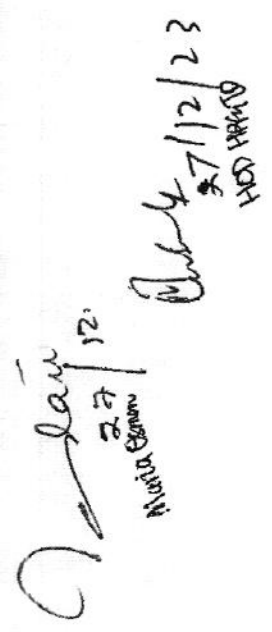
  
Signature

In case of any query, please send email at [arshad.kamal@secp.gov.pk](mailto:arshad.kamal@secp.gov.pk)  
**SECURITIES AND EXCHANGE**  
**COMMISSION OF PAKISTAN,**  
NIG Building, 63 Jinnah Avenue,  
Blue Area, Islamabad.

Annex "A"

Manpower Outsourcing Technical Evaluation

Sr #	Outsource Services	A-Experience in the field		B-Clientele of the firm		C-Geographical Coverage		D-Brief Steps		Total 60	
		1 Mark per Year, Max marks 10	Registered: 1. SECP (26-June-2015) 2. FBR(NTN) (17-Nov-2015)	max 10 marks in each category Max marks 30	i) Government/ Autonomous - 9 ii) Financial Institution/Banks - 1 iii) Private Sector - 10	Max marks 15	i) Karachi - 2 ii) Lahore - 2 iii) Islamabad - 6 iv) Faisalabad - 0 v) Multan - 1 vi) Peshawar - 1 vi) Quetta - 1 vi) Sukkur - 0	Max marks 05			
1	Solochoices Private Limited	8						13	i) Client consultation for understanding of required skills, role and responsibilities ii) Job Analysis and position description iii) Talent Sourcing through internal data bank, job portals, social media, professional networks. iv) Application review & initial screening. Assessment and testing v) interview vi) Reference Check vii) Offer and negotiate viii) onboarding ix) Feedback and cont. improvement	4	45
2	Outriders (Pvt.) Ltd	10	Registered: 1. SECP (31-Jul-2009) 2. FBR(NTN) (01-Sept-2009)	i) Government/ Autonomous - 5 ii) Financial Institution/Banks - 3 iii) Private Sector - 9	i) Karachi - 2 ii) Lahore - 2 iii) Islamabad - 6 iv) Faisalabad - 1 v) Multan - 1 vi) Peshawar - 1 vi) Quetta - 1 vi) Sukkur - 0	14	1. Job application Form 2. Database/ads/job search engine - References 3. Evaluation of applicant - 4. sorting 5. Finalization 6. on-boarding	4	45		
3	FSC Integrated Services Pvt. Ltd	10	Registered: 1. SECP (26-Aug-2011) 2. FBR(NTN) (10-Sept-2011)	i) Government/ Autonomous - 1 ii) Financial Institution/Banks - 6 iii) Private Sector - 10	i) Karachi - 2 ii) Lahore - 2 iii) Islamabad - 6 iv) Faisalabad - 0 v) Multan - 0 vi) Peshawar - 0 vi) Quetta - 0 vi) Sukkur - 0	10	i) Logging of CVs of the required resources will be shared with SECP ii) Shortlisting iii) Written or Physical test of shortlisted candidates iv) Interview v) offer letter/documentation/verification vi) Maintenance of Human Resource Pool	4	41		
4	United Human Resource Service Pvt. Ltd	10	Registered: 1. SECP (18-Dec-2006) 2. FBR(NTN) (21-Dec-2006)	i) Government/ Autonomous - 2 ii) Financial Institution/Banks - 2 iii) Private Sector - 10	i) Karachi - 2 ii) Lahore - 2 iii) Islamabad - 6 iv) Faisalabad - 0 v) Multan - 1 vi) Peshawar - 1 vi) Quetta - 0 vi) Sukkur - 0	12	i) Identify vacancy and evaluate need - ii) develop post description through advertisement - iii) Post Position & implement Recruitment Plan iv) Shortlisting - v) Assessment/Interview - vi) Reference check - vii) Selection - viii) induction and training-	3	39		


  
 Maria Ghouse  
 27/12/23  

  
 27/12/23  
 HAD

Sr #	Outsource Services	A- Experience in the field		B- Clientele of the firm		C- Geographical Coverage		D- Brief Steps		Total
		1 Mark per Year, Max marks 10	10	max 10 marks in each category Max marks 30	max 10 marks in each category Max marks 30	Max marks 15	Max marks 05	Max marks 05		
5	Atlantic Surveyors Pvt. Ltd.	Registered: 1. SECP (07-Jul-2005) 2. FBR(NTN) (20-Jul-2005)	10	i) Government/ Autonomous - 4 ii) Financial Institution/Banks - 1 iii) Private Sector - 3	8	i) Karachi - 2 ii) Lahore - 2 iii) Islamabad - 6 iv) Faisalabad - 1 v) Multan - 1 vi) Peshawar - 1 vii) Quetta - 0 viii) Sukkur - 1	14	i) Identification of Hiring need. ii) Create Job description iii) LinkedIn, database, cv bank, social media, institute /uni and advertisement iv) Screening of applications v) Conduct interview vi) Skill assessment & Tests vii) Background/Ref Check viii) Select Final Candidate ix) Job offer & Onboarding x) Feedback xi) Retention and Continuous Development xii) Legal Compliance xiii) Documentation	4	36
6	Ask Development Pvt. Ltd	Registered: 1. SECP (28-Feb-2006) 2. FBR(NTN) (25-Mar-2006)	10	i) Government/ Autonomous - 3 ii) Financial Institution/Banks - 2 iii) Private Sector - 8	13	i) Karachi - 2 ii) Lahore - 2 iii) Islamabad - 6 iv) Faisalabad - 0 v) Multan - 0 vi) Peshawar - 0	10	i) Database Search/Advertising/Networking and Referrals. ii) Scrutiny & Shortlisting iii) Interview iv) Presenting 5 shortlisted candidates to SECP v) Reference Check, job offer and Formal contract vi) Documentation	3	36
7	Pak Multi Services (Private) Limited	Registered: 1. SECP (14-Nov-2008) 2. FBR(NTN) (24-Nov-2008)	10	i) Government/ Autonomous - 4 ii) Financial Institution/Banks - 5 iii) Private Sector - 1	10	i) Karachi - 2 ii) Lahore - 2 iii) Islamabad - 6 iv) Faisalabad - 0 v) Multan - 0 vi) Peshawar - 1 vii) Quetta - 0 viii) Sukkur - 0	11	No detail is found in the bid	0	31

*Q*  
27/12/12  
M. B. Khan

*27/12/22*  
*K.M. Khan*

*27/12/23*  
*M. B. Khan*  
HFD-PRD

## Ubaidullah Khalid

---

**From:** Ubaidullah Khalid  
**Sent:** Thursday, 1 February 2024 12:52 pm  
**Cc:** Arshad Kamal; Hasnat Ahmad; Abdur Rafay Farooqui; Maria Osman  
**Subject:** FW: Announcement of Evaluation Report (Technical) - Hiring of Manpower outsource services (T#11(i))/23-24)  
**Attachments:** Evaluation Report (Technical) - Hiring of Manpower outsource services T # 11 i 23-24.pdf

Tracking:	Recipient	Delivery
	Arshad Kamal	Delivered: 01/02/2024 12:52 pm
	Hasnat Ahmad	Delivered: 01/02/2024 12:52 pm
	Abdur Rafay Farooqui	Delivered: 01/02/2024 12:52 pm
	Maria Osman	Delivered: 01/02/2024 12:52 pm
	'surveyors@surveyors.com.pk'	
	'info@pakmultiservices.com'	
	'pms.record@gmail.com'	
	'info@solochoicez.com'	
	'info@fscpak.com'	
	'fawzi@fscpak.com'	
	'gmprojects@askdevelopment.org'	
	'info@uhrs.com.pk'	
	'saqib@uhrs.com.pk'	
	'OPL Islamabad'	
	'shiraz@outriderspvtltd.com'	

Dear All,

Dear Sir/Madam,

Hope you are fine.

This is in reference to subject and below email.

Marks mentioned at S. No. 7 (B) of Annex A of the attached report for Pak Multi Services Pvt. Ltd be read as 30 and accordingly the total be read as 51.

The bidder is compliant to the technical evaluation criteria, therefore, shall be considered for financial bid opening and evaluation.

Schedule for opening of financial bids will be shared through separate email.

*Note: Revision of marks is announced as per Order of Procurement Grievance Committee (PGC)/Grievance Redressal Committee (GRC).*

Regards,  
Ubaid

---

**From:** Ubaidullah Khalid  
**Sent:** Tuesday, 9 January 2024 3:59 pm

**EVALUATION REPORT - FINAL**  
(As Per Rule 35 of PP Rules, 2004)

- |     |                             |   |
|-----|-----------------------------|---|
| 1.  | Name of Procuring Agency    | Securities and Exchange Commission of Pakistan  |
| 2.  | Method of Procurement       | Single Stage Two Envelope Method  |
| 3.  | Title of Procurement        | Invitation to Bid – Hiring of Manpower outsource services   |
| 4.  | Tender Inquiry No.          | T#11(i)/23-24   |
| 5.  | PPRA Ref. No. (TSE)         | TS525566E   |
| 6.  | Date & Time of Bid Closing  | December 04, 2023, 1100Hrs  |
| 7.  | Date & Time of Bid Opening  | December 04, 2023, 1130Hrs  |
| 8.  | No. of Bids Received        | 07*   |
| 9.  | Criteria for Bid Evaluation | As per Bidding Document.  |
| 10. | Details of Bid Evaluation   | <ul style="list-style-type: none"> <li>▪ Bids securing 60% marks i.e. 36 marks out of 60, or more in the technical evaluation shall only be considered for financial bid opening and at par/equivalent.</li> <li>▪ The lowest financial bid i.e. lowest quoted percentage rate of services charges exclusive of sales tax, shall be awarded the contract</li> </ul> |

S. No.	Bidder Name	Technical Evaluation - Marks Obtained 36 or more out of 60 (Yes/No)	Quoted Percentage Rate of Service Charges exclusive of sales tax	Rule/Regulation/SBD */Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
1.	Pak Multi Services Private Limited	Yes	4.69	Compliant to technical evaluation criteria. Secured 36 marks or more out of 60 Marks, therefore considered for financial evaluation.
2.	ASK Development Pvt. Ltd	Yes	4.75	
3.	Outriders Private Limited	Yes	4.89	
4.	United Human Resource Services Private Limited	Yes	5.88	
5.	FSC Integrated Services Private Limited	Yes	5.95	
6.	Atlantic Surveyors Private Limited	Yes	8.37**	
7.	Solochoicez Private Limited	Yes	12.95	

**Any other additional / supporting information, the procuring agency may like to share.**

\*The bidder M/s. **Prime Human Resource** did not submit bid security as per published requirement in bidding document at Clause 5 and 6. Therefore bid was rejected at the time of bid opening and its financial bid was returned unopened.

\*\* Quoted service charges i.e.4.37%, were exclusive of the withholding tax which shall be either charged in addition to the service charges or it will be born by the Commission. Withholding tax is applied/charged to workers gross salaries, therefore, clarification in same regard has been obtained. Atlantic Surveyors Private Limited conveyed that their service charges will be (4.37% + WHT 4%) totaling to 8.37% excl. of Sales Tax

  
Signature

In case of any query, please send email at [arshad.kamal@secp.gov.pk](mailto:arshad.kamal@secp.gov.pk)  
**SECURITIES AND EXCHANGE  
COMMISSION OF PAKISTAN,**  
NIC Building, 63 Jinnah Avenue,  
Blue Area, Islamabad.



E-STAMP



PK Stamp Authentication  
PK Stamp Authentication  
PK Stamp Authentication

AGENCY OF NOTIFICATION OF AGREEMENT (2024)  
AGENCY OF NOTIFICATION OF AGREEMENT (2024)  
AGENCY OF NOTIFICATION OF AGREEMENT (2024)

Muhammad Gulshan  
Licence # 208  
Ref # 9224

AGREEMENT

This agreement is made on this 1<sup>st</sup> March day of 2024 (the "Agreement")

By and Between

The 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 (the "Commission"), which expression shall, where the context so admits, include its successors in interest and permitted assigns of the One Part).

AND

Pak Multi Services (Pvt.) Ltd. having its office at office# 06, 5<sup>th</sup> Floor Rizwan Arcade-Adam Jee Road, Saddar, Rawalpindi (hereinafter referred to as (Pak Multi Services), which expression shall, where ever the context so admits, include its successors in interest and permitted assigns of the Other Part).

Commission and the Pak Multi Services shall hereinafter be referred to as the "Parties" collectively and the "Party" individually and interchangeably.

Whereas:

- A. The Commission requires the services of a reliable company of repute to provide secretarial/administrative/auxiliary, and other support services for its Head Office Islamabad and Companies Registration Offices situated at Karachi, Lahore, Islamabad, Peshawar, Quetta, Sukkur, Multan, Faisalabad and Gilgit.
- B. Pak Multi Services represents and warrants that it has the ability to provide the services required by the Commission.
- C. The Commission has agreed to appoint Pak Multi Services as its non-exclusive service provider for the provision of the services stated herein subject to the terms and conditions set out here-in-below.



Now therefore, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. Duration:

This Agreement will become effective as of March 01, 2024 and will remain in effect for a period of three years (the "Term") or until terminated in accordance with Clause 6. The termination of this Agreement will 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.

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. Appointment and Description of Services:

Pak Multi Services will provide the services in accordance with Annexure A referencing this Agreement ("Services"). The provisions of this Agreement shall regulate the utilization of Services provided by Pak Multi Services to the Commission, and shall not apply to any other activity or operation of the Commission.

These Services shall be provided at any Office of the Commission within the country as may be required by the Commission.

Notwithstanding anything to the contrary contained herein, Pak Multi Services shall timely obtain and maintain any permits, licenses, approvals required with respect to the Services performed under this Agreement and shall hold the Commission harmless and indemnified against any loss or damage sustained as a result of Pak Multi Services failure to obtain and maintain any permits, licenses or approvals as aforesaid.

3. Duties of Pak Multi Services:

Pak Multi Services shall ensure that:

- a) The Services are performed by Pak Multi Services' Employees on the basis of a 5-day working week. The Pak Multi Services' Employees are allowed leaves with pay as per rules of Pak Multi Services, any other leave shall be without pay.
- b) Pak Multi Services deputed for the provision of Services are suitably qualified and trained to perform the Services as may be specified/required by the Commission from time to time for each type of service.
- c) The Pak Multi Services' employees in the course of the performance of Services comply with all reasonable directions given by the Commission and its officers.



- d) Pak Multi Services' employees comply with all applicable laws, rules and regulations and the customs of Pakistan and the rules and regulations of ethics and conduct prescribed by the Commission.
- e) All Services are carried out with reasonable skill and care.
- f) Pak Multi Services and the Pak Multi Services' employees promptly notify SECP of any matter coming to their knowledge which could have a material effect on the operations or affairs of the Commission.
- g) The Pak Multi Services' Employees comply with any regulations provided to Pak Multi Services under clause 4.1 here in below.
- h) Pak Multi Services shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each Pak Multi Services' employee is entitled under his contract with Pak Multi Services. Such payments shall be made by Pak Multi Services in a timely manner and the Commission will ensure timely payment of Pak Multi Services invoices for services rendered. For the sake of clarity, it is specifically provided that the Commission shall not be liable to any Pak Multi Services' Employee for any salary or emoluments, or for the reimbursement of any expenses, or for any other amount on any account whatsoever.
- i) Pak Multi Services shall deal with all claims made by Pak Multi Services' Employees exclusively and in this regard, the Commission will not be responsible at all.
- j) Pak Multi Services shall indemnify and hold the Commission, its Commissioners, Management Cadre, Officers, Advisors and Consultants harmless from and against any and all claims for the payment of any loss, damage or injury, costs, litigations, charges and expenses sustained, suffered or incurred by Pak Multi Services, or any employee of Pak Multi Services for the payment under any law, equity or contract of any sum or sums in connection with the employment of such employees and personnel.
- k) None of the Pak Multi Services' Employees shall be entitled to seek employment of the Commission, merely on the ground that he had been engaged by Pak Multi Services during the tenure of this Agreement or was utilized by Pak Multi Services, for the execution of contract with the Commission under this Agreement / any agreement.
- l) None of the Pak Multi Services' Employees shall pose or act as an employee of the Commission or shall issue visiting card, official card, official stamp etc., on their own.
- m) Pak Multi Services shall ensure to take the amount from its employees confirming that they have not been involved in any criminal activity.
- n) Pak Multi Services will be responsible to maintain and organize complete records/bio-data, two recent photographs plus two written references of each Pak Multi Services' Employee including but not limited to educational record, contact information, detail of dependents, detail of relatives working with the Commission, details of previous employer(s) etc. in their personal files; Pak Multi Services will also ensure to get the declaration from its



employees regarding genuineness of all documents including educational, experience, salary slips, CNIC etc., including written permission/willingness of the candidate regarding verification of all the documents as and when required. Pak Multi Services will issue offer letter to its employees at the time of placement in SECP including experience or any other letter from time to time. Pak Multi Services shall provide the updated aforementioned data to SECP timely, either in hard form or in soft form.

- o) Pak Multi Services shall also obtain Conflict of Interest Statement from its employees, which shall include information regarding existing or potential conflicts of interests of any nature with Pak Multi Services or the Commission or any Contractors/Vendors of the Commission. Details of vendors / contractors will be provided by the Commission.
- p) Pak Multi Services shall ensure that its employees also submit information regarding their relatives who are working with Pak Multi Services, the Commission or any Contractor/ Vendor of the Commission.

3.2 Pak Multi Services will ensure compliance of payment under the provisions of all applicable Labor Laws, i.e., E.O.B.L., Social Security, Education Cess, Gratuity, Medical and Group life insurance etc. (if any and if applicable) and will indemnify the Commission against any claims, costs, proceedings, litigations in this regard. The Pak Multi Services shall quarterly submit proof of compliances in this regard to the Commission. Pak Multi Services shall coordinate with the relevant authorities/institutes and update all the related information including fluctuation if any, and ensure that all its employees have EOBI, Medical and Group Life Insurance and employment cards at all the times.

3.3 As per Annexure "A", Pak Multi Services will pay the actual deducted amount of gratuity directly to those outsourced employees who have less than one year of service at the time of expiry of the agreement with SECP.

3.4 As per Annexure "A", Membership fee of one of the following institutions to all outsourced resources shall be reimbursed on actual, upon claim and submission of original receipt of the concerned resource:

1. Institute of Chartered Accountants of Pakistan (ICAP)
2. Institute of Cost & Management Accountants of Pakistan (ICMAP)
3. Institute of Chartered Secretaries and Administrators (ICSA) – London
4. Institute of Corporate Secretaries of Pakistan (ICSP)
5. Association of Cost and Chartered Accountants (ACCA)-London
6. Chartered Financial Analyst (CFA) – USA
7. Chartered Institute of Management Accountant (UK)
8. CFA Australia
9. Associate Member of the Pakistan Society of Actuaries
10. Associate Member of the Society of Actuaries, USA
11. Society for Human Resource Management (SHRM)
12. Chartered Institute of Personnel and Development (CIPD)
13. The Institute of Chartered Accountants in England and Wales (ICAEW)

The Company will submit invoice/s against paid "Membership fee" as per agreed terms & conditions.

3.5 As per Annexure "A", the Pak Multi Services shall pay bonus, honorarium,



increase in salary or any other perks and benefits to its employee's subject to the prior approval of the SECP.

3.6 If at any time during the continuance of this Agreement:

- (i) a **Pak Multi Services'** Employee commits any act or makes any omission, whether or not in connection with the Services to be provided pursuant to this Agreement, which is contrary to the interests of the Commission, or
- (ii) a **Pak Multi Services'** Employee conducts himself in a manner prejudicial to the interest of the Commission whether or not in connection with the Services to be provided pursuant to this Agreement.
- (iii) Then **Pak Multi Services** shall withdraw such **Pak Multi Services'** Employee from providing any further Services under this Agreement, immediately after receipt of written notice from the Commission and promptly replace such **Pak Multi Services'** employee with an appropriate substitute as acceptable to the Commission.

4. Duties of the Commission:

4.1 The Commission shall provide **Pak Multi Services** with copies of any and all internal regulations required to be complied with by **Pak Multi Services** and **Pak Multi Services'** Employees during the performance of the Services including, without limitation, literature relating to code of conduct and security procedures. The Commission shall notify **Pak Multi Services** of any changes to the same during the subsistence of this Agreement.

4.2 Save as may otherwise be agreed in writing by the Parties hereto, the Commission shall provide the **Pak Multi Services'** employees with such equipment and materials of whatsoever nature as are required and considered necessary in the sole opinion of the Commission for the proper performance of the Services. Such equipment and materials shall be of good quality and in conformity with the standards generally observed by other employers. In case of any loss, **Pak Multi Services'** employee shall be responsible.

4.3 Commission shall provide the **Pak Multi Services'** employees with facilities at its premises which are required to carry out the contract services.

5. Payment for Services:

5.1 That in consideration of the execution of contract performed in conformity with the provisions of this Agreement and in the manner specified in the conditions of Contract.

5.2 The Commission shall pay to the **Pak Multi Services** the amount mentioned in Annexure "A" to this Agreement. The **Pak Multi Services** shall submit its invoice on the 20th of the month falling after commencement of this Agreement and the Commission shall ensure payment for whole month, within fifteen (15) days of receipt of invoice from the **Pak Multi Services**. Subsequently, invoices for services performed will be raised on 20<sup>th</sup> of every month covering the period i.e. from 1<sup>st</sup> day to the end date of every month. The Commission will ensure to make payment after deduction of all applicable taxes. The Commission shall make all the payments before the disbursement of salary to employees.



5.3 The Commission shall make payments of the invoiced amounts to **Pak Multi Services** in Pak Rupees, within fifteen (15) days of receipt of invoice from **Pak Multi Services**. In case of any disputed amount in any invoice, the disputed amount will be deducted and Commission shall pay the undisputed balance. Such payment shall not be deemed to be an admission as to the disputed amount. The amount in dispute shall be settled by mutual consultation between the Parties and payment of the disputed amount will be made by the Commission based on such settlement. At the time of invoice, the **Pak Multi Services** will also send separate statement regarding change in salary on account of new joining, without pay salary cases, arrears, gratuity and all other related with.

6. Termination:

6.1 Commission may terminate this Agreement without any liability and without cause upon giving thirty (30) days prior written notice to **Pak Multi Services**.

6.2 The Commission may terminate this Agreement with immediate effect if it believes on reasonable grounds that any of the following events has occurred or is likely to occur with reference to **Pak Multi Services**:

- (a) "**Pak Multi Services**" is wound up in terms of the Companies Act 2017, or
- (b) "**Pak Multi Services**" suspends payment of its debts or is deemed unable to pay its debts under any applicable law; or
- (c) "**Pak Multi Services**" ceases to carry on business as a going concern or ceases to be in a position to fulfill its obligations under this Agreement.
- (d) "**Pak Multi Services**" fails to comply with clause 3 of this Agreement.

6.3 If any Party commits any material breach of its obligations under this Agreement (which, in the case of a breach capable of remedy, is not remedied within (14) days of written notice from the other Party requesting the defaulting Party to remedy the breach) then the other Party shall be entitled to terminate this Agreement forthwith by a written notice intimating the effective date of such termination.

6.4 This Agreement may be terminated if compliance of the terms herein is prevented or hindered for reasons beyond reasonable control of the Parties ("**Force Majeure**"). Before termination, the Party affected by **Force Majeure** shall on the occurrence of the event leading to **Force Majeure** immediately notify the other Party in writing and take all reasonable steps to overcome the **Force Majeure**. If the **Force Majeure** persists for more than thirty (30) days, the affected Party may give written notice to the other Party of its intention to terminate this Agreement because of **Force Majeure**.

6.5 "**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 government order, rules, regulation or direction but solely restricted to laws, orders, rules regulations, or directions of government 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**".



6.6 No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, has been made, promised, sought or accepted – neither directly or indirectly – as an inducement or reward for obtaining this Agreement. Any such practice will be grounds for the immediate termination of this Agreement at the discretion of the Commission and for such additional action, civil and/or criminal, as may be appropriate.

7. **Confidentiality:**

7.1 Pak Multi Services shall not, and shall ensure that the Pak Multi Services' Employees do not, use, divulge or communicate to any person any information whatsoever which they come across during the provision of the Services ("Confidential Information"). This restriction shall continue to apply after the termination of this Agreement for whatever cause without limit in point of time, but shall cease to apply to information or knowledge which may come into the public domain otherwise than through the unauthorized disclosure by or the fault of Pak Multi Services, or any Pak Multi Services Employee. Pak Multi Services undertakes to return to the Commission, and shall ensure that the Pak Multi Services' employees return to the Commission, all materials, whether documentary or otherwise, together with copies thereof containing Confidential Information which is in their possession and not to make copies of any of the above-mentioned documents or materials.

7.2 Where the Commission has obtained any Confidential Information from any third party under an agreement which includes any restriction on disclosure known or which is made known to Pak Multi Services or any of the Pak Multi Services' Employees, Pak Multi Services shall not, and shall ensure that any Pak Multi Services' Employee shall not, without the prior consent in writing of the Commission at any time whether during the term of this Agreement or after its termination for whatever cause infringe such restrictions.

7.3 Pak Multi Services shall ensure that all Pak Multi Services' Employees, in terms of their contract of employment with Pak Multi Services, are under an obligation to maintain at all times the confidentiality of the Confidential Information which they may receive during the term of this Agreement.

8. **Intellectual Property:**

Any invention, design, copyright or other intellectual property created by any Pak Multi Services' employee during the tenure of this Agreement, whether alone or with any other person, shall be owned by the Commission. Pak Multi Services shall on request of the Commission, promptly transfer or procure transfer of title thereof to the Commission without claiming any consideration.

9. **No Partnership or Employment:**

9.1 It is agreed between the Parties that Pak Multi Services is an independent service provider. This Agreement shall constitute a contract for Services between the Parties and nothing in this Agreement shall constitute a partnership between Pak Multi Services and the Commission nor create the relationship of employer and employee or of principal and agent between the Commission and Pak Multi Services or the Commission and any Pak Multi Services' Employee.

9.2 During the tenure of this Agreement the Pak Multi Services' Employees shall

have no authority to bind the Commission and Pak Multi Services shall retain ultimate and exclusive direction and control over them.

10. **Amendment:**

Save as otherwise specifically provided herein, any variation of this Agreement shall be binding only if it is recorded in a document signed by or on behalf of both Parties hereto.

11. **Notices:**

11.1 Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing.

11.2 Any such notice or other communication shall be addressed as provided in sub-clause 11.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery or by fax, upon receipt at the address or fax number of the relevant Party;
- (b) if sent by first class post or courier, upon delivery to the addressee.

11.3 The relevant addressee and address of each Party for the purposes of this Agreement are:

Name of Party

**SECP**  
NICL Building, 63-Jinnah Avenue,  
Islamabad  
Tel: +92-51- 9195389  
Fax: +92-51- 9206014  
Attn: Director/HOD - HR

**Pak Multi Services Pvt. Ltd.**  
Office#06, 5<sup>th</sup> Floor Rizwan Arcade Adam Jee Road,  
Saddar, Rawalpindi.  
Tel: +92-51-5564849  
Fax: +92-51-8730927  
Attn: Director

11.4 Either Party may notify the other Party to this Agreement of a change to its name, relevant addressee or address for the purposes of sub-clause 11.3 provided that such notification shall only be effective on:

- (a) the date specified in the notifications i.e. the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than six clear business days after the date on which notice is given, the date falling six clear business days after notice of any such change has been given.

12. **Restriction of Use of the Commission's Logo:**



6.6

7.

7.1

7.2

7.3

8.

9.

9.1

9.2



Pak Multi Services or any of its employees shall not use the Commission LOGO under any circumstances unless authorized in writing by the Commission.

13. **Indemnification and Liability:**
- 13.1 With respect to any Services or portion thereof conducted pursuant to this Agreement, Pak Multi Services shall, except as to any breach of the duties set forth in clause 4, release and defend the Commission against any liability, and Pak Multi Services shall protect, defend, indemnify and hold harmless the Commission, its Commissioners, Management Cadre, Officers, Advisors and Consultants from and against all claims, demands and causes of action of every kind and character, together with any loss or expense (including attorneys' fees) incurred in connection therewith, arising from or in connection herewith on account of breach of this Agreement. Pak Multi Services liability is limited to Rs 500,000 (Rs Five Hundred Thousand) per annum and Rs 100,000 (Rs One Hundred Thousand) per incidence.
- 13.2 In no event shall the Commission be liable for any special, indirect, consequential or punitive damages to the Pak Multi Services, Pak Multi Services' employees or any other person as a result of the performance or non-performance of obligation as stated in this Agreement. Pak Multi Services hereby waives, discharges and releases the Commission from any liability or responsibility for any such damages.
- 13.3 Pak Multi Services shall be liable for the conduct of Pak Multi Services' Employees and breach of any terms of this Agreement by Pak Multi Services' Employees during the performance of Services or portion thereof described herein.
14. **General:**
- 14.1 If any term or provision of this agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.
- 14.2 This Agreement and its annexure constitute the entire understanding/ agreement between the parties hereto and there are no other conditions, understanding or agreement or obligations oral or written other than contained in agreement.
- 14.3 No waiver by either party of any default by the other in the performance of any of the provision of this Agreement shall be effective unless in writing duly executed by an authorized representative of the party granting the waiver.
- 14.4 Pak Multi Services shall meet with the concerned officials of the Commission to discuss and review its performance on a regular basis.
- 14.5. Recital and the Annexure referencing this Agreement will be considered to be an integral part of the Agreement.
15. **Dispute Resolution/Arbitration:**
- 15.1 The parties shall use their best efforts to settle amicably all disputes arising out

of or in connection with this Agreement or its interpretation. Any dispute between the Parties as to matters arising under this Agreement which cannot be settled amicably within thirty (30) days of conferring, then such dispute or difference shall be settled by a sole arbitrator appointed with mutual consent of both parties unless otherwise disposed of by undertaking 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 fifteen (15) days prior written notice describing the claim and amount as to which it intends to initiate action. Arbitration proceedings shall, unless otherwise agreed by the Parties be held in Islamabad, Pakistan. Arbitration under this article shall be a condition precedent to any other action under law. The arbitration shall be governed by the Arbitration Act, 1940 and language of the arbitration shall be English.

16. **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.

17. **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.

18. **Stamp Duty:**

This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Pak Multi Services.

19. **Annexure:**

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

20. **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 waiver of such rights, or any of its other rights under this agreement, nor operate so as to bar the exercise of enforcement thereof at any time or times thereafter. Any waiver must be given in writing and signed by the Party waiving its rights.

21. **Integrity Pact:**

Declaration of Fees, Commission and Brokerage etc. payable by the suppliers of goods, services & works in contracts worth Rs. 10.00 Million or more

Pak Multi Services hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or





Annexure - A

Job Categories	Salary Structure		Overtime/Conveyance Allowance
	Minimum Range	Maximum Range	
Technical/ Professional/ Management Support (Up to one-year contract Extendable)	75,000	*150,000	0
Secretarial/ Administrative/ Facilitation/ Other Support service	57,500	115,000	6,000
Office Support, services (Office Attendant, Driver, Watchman, Maid, etc.)	38,400	76,800	3,000
Service Charges	4.69%	Service charges exclusive of GST/PST on gross invoice amount paid by the Commission. Gross invoice amount will include salaries, overtime, incentives, statutory payments and all payments made to or on behalf of the employees including but not limited to EOBI, ESSI, Gratuity, GLL, Medical Insurance etc. Any amendments or introduction of new laws which may reduce/increase the service charges shall be compensated with the mutual consent.	
Gratuity	8.33%	Gratuity will be paid as per law by SECP to Service Provider however, it will be charged @ 8.33% of basic salary per month. The difference (if any) will be paid at the time of separation of employee by SECP to complete the legal formality. Any extra amount paid shall be paid back to SECP. Those outsourced resources who have less than one-year service at the time of expiry of the agreement, the actual deducted amount of gratuity shall directly paid to the outsource resources at the time of expiry of the agreement with the SECP.	
GLL	225	Fixed for Rs.1,000,000/- in case of natural death and Rs.2,000,000/- in case of accidental death this shall be paid by Insurance Company through which Service Provider will get the cover.	
EOBI	1600	Fixed, as revised by the GOP	
Uniform	Pre-agreed cost-plus basis	Service Provider shall provide the uniform to office support/watchman etc., as and when required by SECP.	



Membership Fee	On actual	As per agreement clause 3.4 Service provider employee shall be reimbursed on actual, upon claim and submission of original receipt subject to approval of the Commission.
Other Perks and Benefits	Prior approval of Commission	Service Provider shall pay bonus, honorarium, increase in salary or any other perks and benefits to its employee's subject to prior approval of the SECP  Note: Nothing in this clause shall create any vested right of the employee or as the case may be (Service Provider) on their behalf; to claim any of the benefits under this clause save as what SECP in its sole discretion deemed appropriate and fit and accordingly (Service Provider) firm has taken prior approval of the SECP.

\*This may be relaxed by the Chairman for engaging resources with IT and law background.



*(Handwritten signature)*