

Attachment-1  
(See Regulation 2)

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**  
**CONTRACT AWARD PROFORMA-I (as per Rule-47 of PPRA Rules, 2004)**

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

NAME OF THE ORGANIZATION/DEPTT.	PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PVT.) LTD (PIDC)
FEDERAL / PROVINCIAL GOVT.	FEDERAL GOVT. (MINISTRY OF INDUSTRIES & PRODUCTION)
TITLE OF CONTRACT	SECURITY SERVICES
TENDER NUMBER	TS484050E
BRIEF DESCRIPTION OF CONTRACT	INVITATION OF BID SECURITY SERVICES REQUIRED FOR PIDC HEAD OFFICE AT KARACHI AND ITS REGIONAL OFFICES AT LAHORE AND OTHER LOCATIONS
TENDER VALUE	Rs.1,012,446/-
ENGINEER'S ESTIMATE (for civil works only)	N/A
ESTIMATED COMPLETEION PERIOD	Service contract (01) year-Renewable for another (02) years subject to satisfactory performance.
WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	NO
ADVERTISEMENT: (i) PPRA Website (ii) News Papers	i) TS484050E ii) 92 NEWS/TRIBUNE PID NO. 3849/21
TENDER OPENED ON (DATE & TIME)	06-07-2022 AT 1030 HOURS
NATURE OF PURCHASE	Local
Extension in Due Date (if any)	YES

1/2



1 pidc 20922 . 0

pen 4117

(2)

NUMBER OF TENDER DOCUMENTS SOLD (Attach list of Buyers)	Total (05 Five) Free of cost
WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING /TENDER DOCUMENTS (If yes enclose a copy)	NO
WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING /TENDER DOCUMENTS (If yes enclose a copy)	YES (Attached at annexure-F/A)
WHICH METHOD OF PROCUREMENT WAS USED?	SINGLE STAGE-TWO ENVELOPE PROCEDURE
ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS	NIL
WHO IS THE APPROVING AUTHORITY?	NIL
WHETHER THE APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETATIVE BIDDING	N/A
NUMBER OF BIDS RECEIVED	02 (TWO) List attached at annexure -F/B
WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER?	CONTRACT AWARDED TO MOST ADVANTAGEOUS BIDDER ON THE BASIS OF EVALUATION CRITERIA
WHETHER INTEGRITY PACT WAS SIGNED?	NO


**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**  
**CONTRACT AWARD PROFORMA-II (as per Rule-47 of PPRA Rules, 2004)**

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

NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	02 (TWO) Bidders
NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Safety & Security Services (Pvt.) Ltd. Eamaan Tower, Commercial Market, Chaklala Scheme III, Rawalpindi Cantt. Rawalpindi.
RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT	i) M/s. Safety & Security Services (Pvt.) Ltd. 1 <sup>st</sup> ii) M/s. National Police Foundation (P) Ltd 2 <sup>nd</sup>
NEED ANALYSIS (why the procurement was necessary?)	PIDC House is situated in the Red Zone (Highly Sensitive) area of Karachi city, Moreover, the Head office of PPL is also situated in this building. In the past, PIDC House has witnessed two direct terrorist attacks. Therefore, the requirement of solid security is very essential with constant monitoring of the building to reduce any untoward incident or terror activity. In this connection, the previous agreement of Security Services has expired on June 30th, 2022, therefore, as per PPRA rules the procurement for security services for PIDC House was advertised / published.
IN CASE THE EXTENSION WAS MADE IN THE RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)	Due to some technical issues the advertisement for Security Services dated 06-06-2022 was published on newspapers, but was not uploaded at PPRA's website, accordingly a corrigendum was published/upload on newspapers and PPRA's website, respectively.
WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	YES
DATE OF CONTRACT SIGNING (Attach a copy of agreement)	1 <sup>st</sup> August, 2022 (Copy attached at annexure-F/C)
CONTRACT AWARD PRICE	Rs.1,012,446/-
WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (Attach Copy of The Bid Evaluation Report)	(Copy of Bid Evaluation report attached at annexure-F/D)
ANY COMPLAINTS RECEIVED (if yes result thereof)	NO
ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS (if yes, give detail)	NO
DEVIATION FROM QUALIFICATION CRITERIA (if yes, give details)	NO
Special Conditions, if any (Give Brief Description)	N/A




PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PVT) LTD

BID EVALUATION CRITERIA FOR SECURITY SERVICES

To qualify, applicant must score an aggregate 70 marks out of 100

1. Experience of the Company (minimum 5 years)  
(5 Marks – plus 1 Mark for each additional year - Max 10 Marks)

- (a) Certificate of incorporation  
(b) Completion / On-going performance certificates

2. Detail and client completion /performance certificates of Security services provided to Government / Semi Government establishments for Industrial zones / Residential colonies or Government Department projects for more than 50 armed guards/supervisors with Security apparatus.  
(2 Marks for each – Max 10 Marks)

S. No	Name of Client/Company	Project Site/Office Name and Location	No. of Guards deployed	Contract Start Date	Contract End Date	Client Contact Details

3. Details and client completion /performance certificates of security services provided to Private/ Corporate or Multinational organizations/entities for Industrial zones / Factories / for more than 50 armed guards/supervisors with Security apparatus.  
(2 Marks for each – Max 10 Marks)

S. No	Name of Client/Company	Project Site/Office Name and Location	No. of Guards deployed	Contract Start Date	Contract End Date	Client Contact Details

4. Details of weapons and other equipment that can be deployed on employer's demand. Copies of Valid License and permission proofs required.  
(3 Marks for each – Minimum 3 weapons - Max 15 Marks)

S. No	Nomenclature	Number of Weapons available



(2)

5. Induction criteria / procedure for recruitment/ Monitoring Mechanism.  
(Will be evaluated by PIDC - Max 15 Marks)

a. Eligibility criteria for induction (Max 5 Marks)

- Bidders are required to provide complete eligibility criteria for both Security Supervisors and Armed Guards.

b. Recruitment procedure (Max 5 Marks)

- SOP to be provided for end-to-end recruitment process.

c. Monitoring Mechanism (Max 5 Marks)

- SOP for monitoring and management of deputed guards and supervisors to be provided.

6. Wireless Communication system (Name of equipment and attach brochure/details)  
(2.5 Marks for each – Max 10 Marks)

a. Operational Base stations established in Karachi & Lahore for wireless comm.

b. Valid PTA operating licenses

c. Coverage area (attach map of Karachi with highlighting of coverage area)

d. Alternative Communication Option as backup: \_\_\_\_\_

7. PRIVILEGES / FACILITIES ENTITLED FOR GUARDS  
(2.5 Marks for each – Minimum 3 facilities - Max 15 Marks)

a. Accommodation and messing

b. EOBI/SESSI

c. Medical Insurance in case of accident with limit of Rs. 100,000/-

d. No off days /leave with pay in month 03

e. Pick and drop facility for guards to and from deployment sites

f. Salary to the guards or to be disbursed on or before 5th of each month without waiting of invoice from client.

8. TENURE OF SHIFT (can be offered to PIDC)  
(Will be evaluated by PIDC - Max 5 Marks)

a. 08 Hours duty

b. 12 Hours duty

c. Rotation after 01 week

d. Rotation after 02 week

e. No Rotation

9. FINANCIAL POSITION  
(5 Marks for each - Max 10 Marks)

a. Copy of Audit accounts /reports for last three years.

b. Copy of contribution deposited against EOBI, ESSSI and insurance during last financial year.



PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PVT) LTD

INVITATION OF BID SECURITY SERVICES REQUIRED

TENDER NO: TS484050E

LIST OF BIDDERS

Serial No.	Name of Bidders Who participated in the Tender
01	M/s. Safety & Security Services (Pvt) Ltd
02	M/s. national Police Foundation (Pvt) Ltd




7. FTC, Building Shahrah-e-Faisal, Karachi  
8. SEL House Shahrah-e-Quaid-i-Azam, Lahore  
9. Faisalabad  
10. Sheikhpura

**AND WHEREAS**, the Parties are executing this Agreement to establish the terms and conditions that will govern their relationship with respect to the Services offered by the Security Company to the Customer;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, and subject to the following provisions, the Customer and the Security Company hereby agree to the following:

**1. TERMS OF AGREEMENT**

- a. **Period.** This agreement shall come into force on the date of its execution i.e., **01 August 2022** and shall expire after one (01) year i.e., **31 July 2023** (both days inclusive) (the "Term"). "This agreement is initially valid for a period of (01) year, which will be extended upto further Two (02) years upon satisfactory performance".
- b. **Execution.** The Security Company will be bound to execute the directives and instructions of the Customer.
- c. **Customer.** means the "Pakistan Industrial Development Corporation (Pvt.) Limited. (PIDC)"

**2. GUARD SERVICES**

The Security Company will be fully responsible to provide satisfactory services at the Premises. The Security Company agrees to meet the following requirements:

- (i) The Guards provided will be energetic, having adequate experience, capable of understanding English and Urdu and healthy (ex-serviceman including police & civilian). They should be deployed at the Premises. Guards provided by the Security Company should not be below the age of 20 years and not more than 50 years of age. The Guards should be in full uniform, which shall be provided by the Security Company. The Customer will not accept physically or mentally unfit people to perform the security duties.
- (ii) Daily attendance will be marked in the register at the point as well as daily attendance sheet duly signed for submission to security in-charge at the Premises' for calculation and compilation on monthly basis.
- (iii) Representative from the Security Company will randomly (at least four times a month) monitor the performance of the Guards as per terms and conditions of the Agreement and verify the same on attendance register.
- (iv) The Security Company will provide and ensure that each Guard on duty has received and understood written instructions for basic duties, is dressed in proper uniform of the Security Company and is fully equipped to discharge his duties. Each Guard is to be issued with two new uniforms before they start providing their services at the Premises.
- (v) The armed Guards will be called "Standing Security Guards" and will vigilantly patrol the area of and around the Premises' throughout their duty hours which will be for twenty-four (24) hours, Seven (7) days a week. In case of any mishap, loss, theft or criminal action on the Premises, the Security Company will be held responsible, under all circumstances and subject to the completion of all legal proceedings as may be required.
- (vi) The Security Company will be responsible to get each Guard medically examined. The Security Company must provide the medical certificate to the Customer at the execution of the Agreement. A routine medical examination must be carried out annually and the





Customer must be provided with a copy of the certificate. Similarly, the Security Company shall provide character certificates of each guard with verified antecedents.

- (vii) The Security Company will be responsible for introducing a Guard to the in-charges Security officer at the Premises before deployment of the same as a substitute.
- (vii) The security company shall provide security services as per "PIDC Security Management Plan/Policy" which includes protection of PIDC House building its assets/premises, employees, tenants and periodic re-assessment as per law-and-order situation.

### 3. DEPLOYMENT OF GUARDS

- a. Guards will be deployed on the premises for twenty-four (24) hours, seven (7) days a week.
- b. The premises will be patrolled / monitored by the Guards of Security Company, for twenty-four (24) hours, seven (7) days a week.
- c. The average shift of a Guard will not exceed twelve (12) hours a day, seven (7) days a week.
- d. The Security Company agrees to provide Guards, as per clause-4(f) of the Agreement.
- e. In case PIDC requires additional or reduce the strength of Guards, the Security Company shall provide at the same rates and agreed terms. The Security Company must comply with this request on being given a twenty-four (24) hour notice.

### 4. PAYMENT OF SERVICES CHARGES

- a. The Customer will pay services charges on monthly basis by the tenth (10) day of each month on submission of invoice. The invoice must be submitted by the second (2) day of each month, along with a full description of the attendance of Guards along with the name of the Guards that provided services for that month.
- b. The additional services charges will be paid as per agreed terms of letter of award.
- c. PIDC shall not be responsible in any manner to pay any further amounts except that stated in clause 4(a) & (b).
- d. The Security Company will arrange utilities, food, accommodation, fuel and any other such facilities to their Guards on their own expenses / cost. No payment of any other costs or charges will be made by the PIDC to the Guards or the Security Company in any manner.
- e. The Security Company shall be exclusively responsible for all applicable taxes, charges and duties required to be paid under law.
- f. Service Charges: The following service charges have been agreed by both the Parties which may be revised on annual basis with mutual consent: -

Ser #	Details	Quantity	Wages per Month	Amount
		A	(Rs) b	(per mo..th) (Rs) Axb
1	Security Supervisor	02	38,574/-	77,148/-
2	Armed Guard (Fully equipped)	26	35,973/-	935,298/-
3	Additional Services (Manpower)	As Required	As per above rate / pm	As per Above Rate/pm
<b>Total:</b>				<b>Rs.1,012,446/-</b>

The customer will pay "honorarium" to all security guards on the events of Eid-ul-Fitar & Eid-ul-Adhawhich shall be decided by the management on later stages.



- ii. "M/s Safety & Security Company is legally bound to pay monthly wages @ 80% (Exclusive all Taxes) of the wages claimed by them from PIDC to be paid to the personnel (Guards) deputed at PIDC Head Office and its properties as provided in their technical proposal".

#### 5. PERFORMANCE GUARANTEE

The Security Company will be required to deposit a "Performance Guarantee" equivalent to two (02) months remuneration of the first year, through a bank guarantee issued by a scheduled commercial bank operating in Pakistan to **PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PVT) LIMITED (PIDC)** within one week of being awarded the contract. The same will remain effective till the effectiveness of this contract agreement.

#### 6. GUARD DUTIES

The Security Company shall ensure that the Guards perform the following functions and other services to maximize security and safety of the Premises:

- a. Prevention of entry into office premises of
  - (i) any person not authorized by the PIDC or;
  - (ii) any person who lacks proper identification i.e., a copy of their CNIC or passport.
- b. Prevent pilferage of items/equipment/property belonging to the Customer from the Premises placed under the surveillance of the Security Company as per written instruction issued by the authorized Officer of the Customer.
- c. Inform concerned authorized officer of the Customer promptly and accurately if there has been any breach of security of at the Premises, specifically those areas placed under the surveillance of the Security Company.
- d. To take appropriate action in case of emergencies which includes, but not limited to the following:
  - (i) Raising of fire alarm and prompt communication to fire brigade and officer in-charge of the installation and arrange rescue activities.
  - (ii) Forced Entry will be promptly reported to the local police station or Rangers Rescue, in charge installation and the control office of the Security Company for appropriate action.
  - (iii) Law and order situation will be promptly reported to the local police station or ranger rescue, in charge installation, the authorized representatives of the Customer and the control office of the Security Company for appropriate action. All entry points shall be sealed under such a situation.
  - (iv) To arrange immediate medical coverage of any person injured in the Premises.
  - (v) To carry out daily checking of all security lights, entry points and locked areas on the Premises to ensure they work effectively during off hours and that there has been no breach of security.
  - (vi) To properly brief the relieving Guard about any situation concerning security.
- e. The Guards will perform duties, including security of the Customer's personnel, installation, security of the Premises which includes dealing with the risk of fire.
- f. It shall be the duty of the Guard to take immediate remedial action at the time of any fire incident or any other threat.
- g. It shall be the responsibility of the Guards to check up firefighting equipment installed in the Premises on regular intervals and report if any irregularity is discovered.
- h. During the Term, in case there is damage to any property or personnel on the Premises, due to the outbreak of fire or any other reason caused by the negligence, acts and/or



omissions of the Guards, the Security Company will be wholly responsible and liable for paying all the losses incurred by the Customer. An independent committee consisting of representatives from both Parties will decide whether the damage was caused by the negligence, acts and/or omissions of the Guard(s)/ Security Company and also determine loss. This inquiry shall be held within thirty (30) days of the incident which caused the damage/ loss and will be conducted at the Customer's office, the committee will consist of two representatives of the Customer and one of the Security Company, and all decisions will be taken by single majority.

- i. The arms provided to the Guards must be examined by a qualified armorer after every three (03) months. A report of examination results must be provided to the Customer along with a copy of the armorer's license.
- j. The Guards must be trained to handle and use arms and ammunition, have adequate experience with using it, and a permit to use it.
- k. The security company shall share guards & supervisors training schedules with PIDC management.
- l. The security company shall also share report regarding security issues / matters with PIDC management.
- m. The Customer may request additional services by providing a twenty-four (24) hour written notice to the Security Company. The Guards will be required to provide these reasonable additional services.
- n. "The Security Company shall provide police verification certificates & COVID-19 vaccination certificates of all guards deployed at PIDC (H.O) & its properties".

#### 7. RELATIONSHIP OF THE PARTIES

- a. Nothing contained in this Agreement shall be construed to establish neither a partnership nor any other co-operative relationship among the Parties. This Agreement does not create the relationship of employer and employee between either of the Parties and any of their respective employees, Guards or representatives. It is the express intent of the Parties hereto that they may be independent contractors for any and all purposes and situations.
- b. The Guards employed by the Security Company who perform the services specified in this Agreement shall be the employees of the Security Company. The Security Company shall not at any time attempt to represent the Guards as employees of the Customer.
- c. Since the Security Company is the employer of the Guards, it has sole responsibility to pay wages, dues, salaries, benefits to the Guards. Furthermore, they shall, control and supervise the work done by them and instruct them as to the manner in which the work has to be done by them.
- d. The Customer shall not interfere with the right of the Security Company to hire its employee or in the selection or non-selection of any person as its employees subject to the terms contained in clause - 10 (f) of this Agreement.
- e. If, in the opinion of the Customer the presence of any employee or Guard of the Security Company due to his acts or omission or commission are prejudicial to the interests of the Customer or to that of any of its officer, the Customer shall inform the Security Company about such Guard in writing and may request for the Guard to be removed from the Premises. The Security Company shall take immediate action against such Guard by replacing him to the entire satisfaction of the Customer.

#### 8. INDEMNITY

Security Company shall at all times during the Term indemnify the Customer, its directors, officers and employees against all losses, liabilities, suit actions, demands, damages, expenses and claims (including, without limitation, reasonable attorneys, accountants and experts fee) that



the Customer may suffer arising out of the Security Company's, its employees', Guards, representatives and contractors acts or omissions. However, a joint inquiry will be mandatory to ascertain the loss and apportion blame.

#### 9. CONFIDENTIALITY

The Security Company shall ensure that all of the Guards performing services specified in this Agreement shall not at any time during the performance of this Agreement or thereafter disclose to any person, corporation or any third party any information as to the affairs of the Customer or its offices and as to any other matter which may come to their knowledge by reasons of the performance of the services specified in the Agreement. It is understood that the Guards will not disclose information about the Premises which includes its entrance points, exits and its interior to any third party. If in the opinion of the Customer there has been any such disclosure, they shall inform the Security Company in writing and the Security Company shall take remedial action accordingly, to the satisfaction of the Customer.

#### 10. RESPONSIBILITIES OF THE SECURITY COMPANY

- a. The Security Company is responsible for ensuring that the Guards performing the services specified in the Agreement are physically and mentally fit, have no communicable disease and are healthy in all respects to perform their duties adequately. They will also ensure that all the Guards are trained at the highest standard.
- b. The Security Company warrants and represents that it is an independent contractor and accordingly is fully responsible for any accident or injury to its employees i.e. the Guards or caused by the Guards and agrees that neither the Customer nor any of its officers or employees will be held liable for either of the above in any manner.
- c. The Security Company warrants that in the performance of its obligations under this Agreement it shall comply fully with the laws applicable to the establishment of the Customer. Furthermore, the Security Company warrants that the Guards will comply with all of the Customers rules and regulations on the Premises.
- d. The Security Company is responsible for recruitment, discipline and all other service matters of the Guards. The Guards of the Security Company will not in any case communicate with the officials of the Premises or the Customer regarding their employment matters, as that is the sole responsibility of Security Company.
- e. The Customer shall not be responsible for any payment or benefits under labour law, contract or common practice regarding overtime, or any other perks, privileges or rights that the Guards of the Security Company may be entitled to receive. All such obligations are the sole responsibility of the Security Company.
- f. The Customer will intimate to the Security Company if any Guard's work has been found unsatisfactory or not in accordance with the requirements of this Agreement. In addition, penalties / actions would be initiated against the Security Company in case of unsatisfactory performances and as per the following schedule:
  - (i) Amount of Rs.300/- per day per Guard will be deducted in case of minor violations which includes wearing inappropriate dress/ late arrivals/negligence, attending guests during the duty hours, etc.
  - (ii) All fines and penalties will be deducted by the Customer from the monthly payments of the Security Company.
  - (iii) The Security Company will be served with a **warning notice** in case of persistent minor violations and non-attendance of complaints. Three consecutive warnings may render the Security Company unsuitable for performing security duty and will entitle the Customer to terminate this Agreement.
  - (iv) Violations such as offensive behaviour that includes, but is not limited to scuffling, rude behaviour with the visitors of the Customer, personnel and official



guests, etc. will lead to a penalty of up to 5% of the monthly bill. All fines and penalties will be deducted by the Customer, from the monthly payments to the Security Company.

- (v) Actions like firing of weapons which are not intended for the purpose of defence and in violation of Security Company's license will entitle the Customer to terminate the Agreement with immediate effect and take legal action against the Security Company.
- g. The Security clearance of all the Guards of the Security Company who are assigned to provide services under this Agreement shall be the responsibility of the Security Company.
- h. The Security Company will ensure that the Guards possess hand held metal detectors and vehicle search mirrors for the use at every entry point on the Premises.

#### 11. STATUS OF THE SECURITY COMPANY

The Security Company warrants and represents that it is existing and operating lawfully under the laws of Pakistan and that it is lawfully authorized to enter into this Agreement and provide the services mentioned herein.

#### 12. FORCE MAJEURE

- a. Force Majeure includes an act of God, government action (whether with or without valid jurisdiction), war, riots, rebellion, insurrection, civil commotion, pandemic, epidemicity or any other occurrence that is beyond the reasonable control of either Party.
- b. If either Party is unable to perform its obligations under this Agreement as a result of an event of Force Majeure, the Parties shall not be obliged to perform their obligations hereunder.
- c. The affected Party shall immediately notify the other Party of the event of force majeure.
- d. If the event of force majeure continues for a period of more than thirty (30) days, the affected Party will have the right to terminate the Agreement by giving reasonable written notice to the other Party.

#### 13. ASSIGNMENTS

The Security Company shall not assign or sub-contract any of its duties or rights under this Agreement without the prior written consent of the Customer. Any such assignment or sub-contracting by the Security Company shall entitle the Customer to terminate this Agreement forthwith.

#### 14. DISPUTES

Subject to any term to the contrary, all questions, disputes or controversies arising directly or consequent to this Agreement shall be settled amicably by mutual negotiations. Should such negotiations fail, the matter, shall be referred to arbitration and be decided under the provisions of the Arbitration Act, 1940 as amended up to date.

#### 15. EFFECT OF AGREEMENT

This Agreement embodies the entire understanding of the parties hereto on this subject and there are no commitments, terms, conditions or obligation, oral or written, express or implied other than those contained herein.



### TERMINATION OF AGREEMENT

- a. This Agreement shall be enforceable for the Term unless terminated for any reason listed hereunder. Any such termination shall not affect the rights and obligations of the Parties hereto as to transactions, acts or other rights done by either Party prior to date of termination.
- b. If the Security Company breaches any terms and conditions laid down in this Agreement and if such breach is not remedied within ten (10) days after receiving **written notice** from the Customer specifying such breach, the Customer shall have the right to terminate this Agreement by giving written notice thereof to the Security Company. This termination shall be effective immediately on receipt of the notice. If this Agreement is terminated due to breach on part of the Security Company and another security company is hired, the Security Company shall be responsible for paying all the amounts payable by the Customer to the other security company for the remainder of the Term.
- c. The Customer has the right to terminate this agreement without any cause by issuing a thirty (30) day notice in advance.
- d. The Agreement shall terminate immediately without any liability to either Party upon occurrence of the institution of any proceedings by or against either Party:
  - (i) Seeking to adjudicate it bankrupt or insolvent,
  - (ii) seeking liquidation, winding up, reorganization or relief of debtors.

### 17. MODIFICATION OF AGREEMENT

- a. Any amendment or modification of this Agreement or additional obligation assumed by any of the party will be enforced only after a written mutual agreement of both the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
- b. The Agreement hereto comprises of the entire understanding between the Parties and supersedes all previous communications, oral or written.



**GOVERNING LAW**

This Agreement shall be governed by the laws of Pakistan.

IN WITNESS WHEREOF the Parties hereto have signed this agreement on the day of 1<sup>st</sup> August 2022.

**Signed on behalf of**

**First Party:**

M/s. Safety & Security Services (Pvt) Ltd

(Name **Major Syed Farzoq Mahmood (Retd)** (of Authorized Representatives)

CNIC# **34202-0612776-3**

Date **01 Aug 2022**



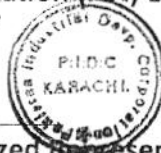
**Second Party**

**Pakistan Industrial Development Corporation (Pvt) Limited.**

(Name **Muhammad Saleem** (of Authorized Representatives)

CNIC# **42000-0492898-9**

Date **01 Aug 2022**



Witness#1: \_\_\_\_\_

Name: **Muhammad Hasnain Ali**

CNIC# **42301-9353978-7**

Designation: **Assistant General Manager**

Witness#2: \_\_\_\_\_

Name: **Sher Wali**

CNIC# **42301-1101507-1**

Designation: **Sr Assistant (Admin)**

**Pakistan Industrial Development Corporation (Pvt.) Ltd**

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

1.	Name of Procuring Agency:	Pakistan Industrial Development Corporation (Pvt.) Ltd
2.	Method of Procurement:	Single Stage Two Envelope
3.	Title of Procurement:	Invitation of Bid Services Required for Security Services
4.	Tender Inquiry No.:	TS484050E
5.	PPRA Ref. No. (TSE):	TS484050E 21-06-2022
6.	Date & Time of Bid Closing:	06-07-2022 10:00 AM
7.	Date & Time of Bid Opening <i>(Technical):</i>	06-07-2022 10:30 AM
8.	Date & Time of Bid Opening <i>(Financial):</i>	15-07-2022 10:30 AM
9.	No of Bids Received:	Two (02)
10.	Criteria for Bid Evaluation:	(Technical + Financial) = 70+30= 100 Marks
11.	Details of Bid(s) Evaluation:	One out of two bidders were technically qualified after detailed technical evaluation by the committee. Financial Bids were opened on above date & time. Detail of Technical & Financial Evaluation is mentioned below.

Name of Bidder	Technical Marks Marks obtained x Weightage given / 100	Financial Bids		Rule/Regulation/SBD*/Policy/ Basis for Technical Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
		Supervisor	S.Guard	
M/s. Safety & Security Services (Pvt.) Ltd.	69.3 %	Rs.38,574/-	Rs.35,973/-	Accepted. Most Advantageous Bid as Per PPRA Rule 36 b (ix)
M/s. National Police Foundation (Pvt.) Ltd.	56.23%	Rs. 26,315/-*	Rs. 24,656/-*	Rejected, due to technically un-qualified

*\*The bidder failed to justify / provide observance of Govt. instructions on minimum wages and as per SBD.*

**Most Advantageous Bidder: M/s. Safety & Security Services (Pvt.) Ltd.**

