

# PUNJAB SKILLS DEVELOPMENT FUND

## Tender Document

Procurement No: 042/SYIG/PSDF/SS

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### PROVISION OF SECURITY SERVICES

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**August 2023**



**Submission Date for Sealed E-Bids: September 8th, 2023, on or before 03:00 PM**

21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan.

UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: [psdf.org.pk](http://psdf.org.pk)

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## 1) Invitation to Bids

Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan. PSDF was established in 2010 as a not-for-profit company set up under the Companies Ordinance 1984 (now Companies Act 2017) by the Government of Punjab (GoPb). PSDF is revolutionizing the TVET sector through its innovative initiatives for vocational and technical trainings ensuring an economically bright and sustainable future for poor and vulnerable youth of Punjab.

Sealed bids/proposals are invited from established firms/companies for “**Provision of Security Services**” (hereafter called as bidders) to PSDF. All interested and eligible bidders are requested to go through the Tender document and provide relevant information along with supporting documents mentioned in this tender document and must be submitted online through e-tender portal.

Sr. No	Description	Procurement No.	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost for 1 Year
1	Provision of Security Services	042/SYIG/PSDF/S S	One Year (Extendable for another two terms)	September 08, 2023 by or before 03:00 PM	September 08, 2023 on 03:30 PM	PKR 4.56 Million

**For further details and terms of reference, please visit:**

- [etender.psd.org.pk/esop/guest/go/public/opportunity/current](https://etender.psd.org.pk/esop/guest/go/public/opportunity/current)
- PPRA website [ppra.punjab.gov.pk](http://ppra.punjab.gov.pk)

**Important Information:**

- Follow instructions on [etender.psd.org.pk](https://etender.psd.org.pk)
- Bids submitted only through e-Tender Portal shall be accepted while submission by other means shall be rejected.
- The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure.

**Procurement Department, Punjab Skills Development Fund**  
21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan.  
UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: psdf.org.pk

## 2) Instruction to Bidders

The Selection of Bidder will be based on **Least Cost Selection Method** through National Competitive Bidding following **Single Stage Two Envelopes** bidding procedure.

- a) The bid shall be submitted through E-tendering portal under Eligibility (Mandatory Requirements), Technical and Financial/Commercial envelopes with all the supporting documentary evidence.
- b) In the first instance, qualification/technical envelope shall be opened on the E tender portal, and the envelope marked as “Financial Proposal” shall be retained unopened.
- c) PSDF shall evaluate Technical Proposals in a manner prescribed in section – **03 and 09** (Eligibility and Technical Envelope) available on the portal, without reference to the price and shall reject any proposal which does not conform to specified requirements.
- d) During the technical evaluation, no amendments to Technical Proposal shall be permitted.
- e) After the evaluation and approval of the technical proposals, the financial/commercial envelope (on E-tender portal) shall be opened for technically responsive bids, publicly at a time, date and venue announced and communicated to the bidders in advance, with in the bid validity period.
- f) The financial bids found technically non-responsive shall be rejected.
- g) Financial (Commercial Envelope) Proposal shall be evaluated based on PSDF’s evaluation criteria as provided in section **11** of the bidding document and envelopes available on portal.
- h) Minimum passing marks are 65, a bidder who obtains a minimum of 65 marks or more shall be marked as technically qualified and shall be considered for financial bid opening.
- i) The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later: provided that the procuring agency may return the sealed financial proposal earlier if the disqualified or non-responsive bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency
- j) The lowest evaluated bid shall be awarded the contract.
- k) This document has different sections carrying information on eligibility, technical evaluation, Scope of work, conditions of tender and form of contract, etc. to assist potential bidders to develop their Technical Proposals.

### 3) Conditions for Eligibility (Mandatory Requirements)

The bidders, fulfilling the following criteria, shall be considered eligible for the bidding process.

1. Must be an Active Taxpayer as per “Active Taxpayer List” of FBR. (Please attach proof to ascertain that the firm/company is on active taxpayer list of FBR.)
2. Must be an Active Taxpayer as per “Active Taxpayer List” of General Sales Tax (GST) / Provincial Sales Tax (PST) where applicable. (Please attach proof to ascertain that the firm/company is on active list of General Sales Tax(GST) / Provincial Sales Tax (PST).
3. Affidavit on stamp paper, declaring that the firm/company is not blacklisted by any autonomous body/government/semi-government or any organization. (Please attach copy of Affidavit on stamp paper of Rs 100, declaring that the firm/company is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and submission time of the bid.)
4. Evidence of the bidding firm/company’s registration/incorporation is required (Please attach Copy of certificate of incorporation/company registration certificate/firm registration certificate.)
5. Registration with All Pakistan Security Agencies Association (APSAA). (Please attach copy of certificate of registration with All Pakistan Security Agencies Association (APSAA).
6. Valid license to operate as Security Company by Interior Ministry/Home Department. (Please attach copy of valid license.)
7. NOC by Provincial Governments of four provinces i.e., Punjab to operate as security company. (Please attach proof of NOC.)

If the bidder fails to provide information as per the above-mentioned or does not fulfil the requirement of, “Eligibility Criteria Checklist” (**Annex B**) shall be disqualified and declared ineligible from the bidding process and its technical evaluation shall not be carried out.

### 4) Scope of Work

Description of parameters for Security Services on monthly basis is given as **Annexure - D**. The bidders are requested to go through the document before the submission of the bids.

- a) The scope of services is attached in Annex-D
- b) PSDF Admin department shall check the Security Services at the time of the delivery.
- c) Successful Firm/company will provide uninterrupted Security services to Lahore PSDF Head Office and its branch office at Bahawalpur.
- d) Security staff will perform their duties in rotating shift pattern comprising of 8hr/12-hr shifts to provide 24/7 security services.

- e) The Security Services required mentioned in Annexure-D, however, PSDF can increase or decrease the Security staff during the contract period based on the requirement of the business.

## 5) Condition for Contract /General Guidelines

The successful bidder shall agree to the following terms of references to provide services to PSDF:

- a) PSDF reserves the right to award or not to award this contract, bidders who fail to submit complete and attach all the relevant documents shall be disqualified.
- b) PSDF shall enter into a formal contract with the successful bidder only and reserves the right to terminate the contract if the performance of the Bidder is unsatisfactory.
- c) Bidders to ensure that their bid documents are submitted online through E-tendering portal by or before the closing date and time.
- d) All documents and information received by PSDF from bidders will be treated strictly confidential.
- e) All expenses related to participation in this bidding process shall be borne by the bidder.
- f) PSDF reserves the right to request submission of additional information from applicants to clarify/further understand aspects of the technical proposal, if required.
- g) PSDF reserves the right to verify any information provided by the bidder and can visit business premises to verify the information.
- h) Bidder presenting information intentionally incorrectly or fraudulently will be disqualified.
- i) The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PSDF shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds.
- j) Successful bidders shall work with close coordination of PSDF Admin team.
- k) All the services shall be checked and verified by PSDF Admin team.
- l) Bidder shall provide the details of the staff to contact with PSDF on regular basis to provide the services without any failure.
- m) Clarifications/ queries/ request time (to visit the site before the submission of bids for the estimation of services mentioned in Annexure-D) may be requested by **September 04, 2023, before 5:00 PM** through message box option of e-tendering portal and no response shall be given, if not requested through the message box of e-tendering portal.
- n) Pre-bid meeting is scheduled on dated **September 01, 2023 on 11:00 AM**. Those bidders who are interested to participate through an online link can request **on or before August 31, 2023 by 11:00 Hours** so that the link could be shared with them. The PSDF's Procurement Team will

address and guide the bidders regarding the submission of bid on e-tender portal along with the other queries (if any).

- o) Punjab Procurement Rules, 2014 will be applicable for this procurement.
- p) **In compliance with prevailing labour laws inclusive “The Punjab Minimum Wages Act 2019”, “Minimum Wages of Unskilled Workers Ordinance, 1969” prescribed wage per month for 26 days 08 hours duty per day and to necessitate the admissibility to the security services like wise EOBI / PESSI contribution, group insurance apart from company service charges to fulfil the essential requirements of security companies regulatory laws i.e. “The Punjab Private Security Companies (Regulations & Control) Act, 2004” and “Rules 2003”. The PSDF should adhere to all the state laws during the procurement process according to the prevailing labour laws and its relevant rates escalation clauses in true letter and spirit. Any bidder violates prevailing law / rules or instructions issued by the government its bid should be out rightly rejected.**
- q) Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the PSDF will not be responsible.

## 6) Form of Contract

- a. The successful bidder shall sign and execute the standard contract of PSDF including any general conditions on the terms and conditions specified therein. Any amendment to the standard contract shall be made with the mutual consent of both parties.
- b. The successful bidder shall sign a contract and shall provide the agreed services within the stipulated time agreed in the contract.
- c. The duration of the contract shall be 1-year however, it can be extendable for another two terms based on the performance of the firm/company with the mutual consent of both the parties.
- d. If PSDF cancel the contract during the contract period, a notice period of 1 month shall apply.
- e. In case of any dispute arises regarding the services, the decision of the PSDF shall be considered final & binding.
- f. Failure to comply with any terms and conditions in the tender document and contract given out to the successful bidder could incur imposition of penalties as spelled out later in the contract.
- g. All the payments will be done on post monthly basis, after verification of satisfactory services by the Admin team of PSDF.
- h. All taxes will be deducted in accordance with the applicable laws.
- i. The bid shall remain valid for the period of **120 days** from the date of bid opening.

## 7) Form of Bid

The Bidders shall follow the Form of Bid specified in **Annex – F** to submit the financial bid.

#### **8) Delivery Timelines or Completion Date**

Unless agreed otherwise, Security Services shall be started from the date of execution of the contract.

#### **9) Technical Evaluation Criteria**

The technical proposal of eligible organizations will be evaluated against requirements specified in the in “Annex – E”.

#### **10) Performance Security**

Successful bidder will submit a performance guarantee in form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) of 2% of contract value for number of call center agents at the time of signing the contract which will be returned after completion of contract.

#### **11) Financial Evaluation Criteria**

The Financial Proposals for only eligible bidders with technically qualified will be opened publicly in the presence of bidders or their representatives who may choose to be present at the time and place announced prior to the opening. Please provide information regarding Financials in Annex – F” and commercial envelope of the E-tendering portal.

#### **12) Submission of Bids (Technical and Financial Proposal)**

Complete bid containing the Technical (Qualification & Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the e-tendering portal before closing dated i.e., **September 8th, 2023, at 03:00 PM**. Technical proposals shall be publicly opened on the same day **September 8th, 2023, at 03:30 PM** in the presence of bidder’s representatives who wish to attend it.

##### **a. Bid Security**

Bid Security of 0.5% (i.e., Rs. 22,800 (Twenty-Two Thousand and Eight Hundred)) in the form of a pay-order or demand draft or bank guarantee favouring Punjab Skills Development Fund shall reach to PSDF, **Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan** before the opening of the bid (Please mention the title of the procurement on envelope). If the original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceeding. ***The Bid Security should be valid for a period not less than 6 months and a scanned copy must be attached in the financial envelope of the e-tendering portal.*** Bid Security of disqualified bidders will be returned after awarding the business to the successful bidder on request.

##### **b. Cover Letter for the Submission of Technical Proposal**

A cover letter as specified in “Annex - H” shall be submitted with the proposal.



**Annexures**

**Annex – A Organizational Information**

Organization Information			
Sr. #	Required Information	Response	
1	The legal name of the organization		
2	Year of Registration / Establishment of the Organization		
3	National Tax Number		
	General / Punjab Sales Tax Number		
5	What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organization	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
	Others (Please specify)		
6	Name and designation of 'Head of Organization'		
7	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
8	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

**Annex – B Eligibility Response Checklist**

Eligibility Check List				
Sr. No	Eligibility Criteria Details	Response/Elaboration/ Proof Required	Attached Supporting Documents/Proof and mark Yes/No	
			Yes	No
1	Must be an Active Taxpayer as per “Active Taxpayer List” of FBR.	(Please attach proof to ascertain that the firm/company is on active taxpayer list of FBR.)	<input type="checkbox"/>	<input type="checkbox"/>
2	Must be an Active Taxpayer as per “Active Taxpayer List” of General Sales Tax (GST) / Provincial Sales Tax (PST) where applicable.	(Please attach proof to ascertain that the firm/company is on active list of General Sales Tax (GST) / Provincial Sales Tax (PST).	<input type="checkbox"/>	<input type="checkbox"/>
3	Affidavit on stamp paper, declaring that the firm/company is not blacklisted by any autonomous body/government/semi-government or any organization.	(Please attach copy of Affidavit on stamp paper of Rs 100, declaring that the firm/company is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and submission time of the bid.)	<input type="checkbox"/>	<input type="checkbox"/>
4	Evidence of the bidding firm/company’s registration/incorporation is required.	(Please attach copy of certificate of incorporation/company registration certificate/firm registration certificate.)	<input type="checkbox"/>	<input type="checkbox"/>

5	Registration with All Pakistan Security Agencies Association (APSAA).	(Please attach copy of certificate of registration with All Pakistan Security Agencies Association (APSAA).)	<input type="checkbox"/>	<input type="checkbox"/>
6	Valid license to operate as Security Company by Interior Ministry/Home Department.	(Please attach copy of valid license.)	<input type="checkbox"/>	<input type="checkbox"/>
7	NOC by Provincial Governments of four provinces i.e., Punjab to operate as security company.	(Please attach proof of NOC.)	<input type="checkbox"/>	<input type="checkbox"/>

**Annex – C Relevant Experience**

Relevant Experience		
Sr. #	Required Information	Response  (Please provide exact information with the organization name, location/s, and duration)  Provide data in the sequence given below
1	Name of Organizations with addresses	i.
		ii.
		iii.
		iv.
2	Start and end dates of providing Goods/Services (For example – Jan 2010 to September 2020)	i.
		ii.
		iii.
		iv.
3	Goods/Services provided to Number of companies/firms	i.
		ii.
		iii.
		iv.

### Annex – D Scope of Services and Deliverables

Description of parameters for Security Services is as under.

<b>Scope of Services and Deliverables: Security Services</b>	
<b>Sr. No.</b>	<b>Description</b>
1.	Guards provided by the company should not be less than 25 years and not more than 50 years of age in case of guards. Bulky/overweight persons will not be accepted.
2.	The guards should be trained and capable enough to handle the situation including but not limited to bomb blast, earthquakes, and events of fire etc.
3.	The company will provide a hand-held metal detector, weapon, and vehicle search mirror at each location.
4.	The successful bidder will have to provide either ex-servicemen or young energetic and trained civilian fully equipped and conversant with security performance and other requirements as mentioned in the security agreement.
5.	During the contract, the firm will provide Security Services as per terms and conditions, to be settled later in the shape of contract agreement, for PSDF Lahore.
6.	Availability of additional guards (if so required) will be ensured within 24 hours.
7.	The Contractor shall ensure the periodic refresher courses for the Guards in order to keep their security and ancillary skills honed.
8.	Salaries, perks, privileges, and work hours of the guards will be governed strictly according to the government rules / regulations.
9.	The security company shall be responsible for provision of functional and serviceable weapons to its guards as per deployment.
10.	The company will be responsible to get each guard medically examined by a registered medical practitioner and provide medical certificate. Similarly, the company shall provide character certificates of each guard with verified antecedents.

### Annex – E Technical Evaluation Criteria

Technical Evaluation Criteria				
S. No.	Descriptions	Total Points	Categorized Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
<b>1</b>	<b>Strength of Guards (Ex Servicemen from Army)</b>	<b>20</b>		Provide related documents e.g. (List/copy of CNIC, Copy of Army Service Book for Ex-Army personnel etc). If no valid attachment is provided in Section 1.2.2 (e-tender), then no marks for this section will be awarded.
	Equal to or more than 700 Guards		20	
	Equal to or more than 500 but less than 700 Guards		15	
	Equal to or more than 300 but less than 500 Guards		10	
<b>2</b>	<b>Weapons and Ammunition (Licensed) held by the firm/company</b>	<b>15</b>		Attach copy of licensed & detail of weapons to be issued on firm/company name. If no valid attachment is provided in Section 1.3.2 (e-tender), then no marks for this section will be awarded.
	More than 250 licensed weapons and ammunition		15	
	More than 100 but less than or equal to 250 licensed weapons and ammunition		10	
<b>3</b>	<b>Client Portfolio</b>	<b>15</b>		Please attach the Copy of purchase order/ service order/ contract from the client. If no valid attachment is provided in Section 1.4.2 (e-tender), then no marks for this section will be awarded.
	Provided security services to more than 15 local / international clients		15	
	Provided security services to more than 10 but less than or equal to 15 local / international clients		10	
	Provided security services to more than 6 but less than or equal to 10 local / international clients		05	
<b>4</b>	<b>Number of Years Registered with APSAA</b>	<b>20</b>		Documentary proof of updated certificate is required. If no valid attachment is provided in Section 1.5.2 (e-tender), then no marks for this section will be awarded.
	More than 7 years		20	
	More than 5 years but less than or equal to 7 years		15	
	More than 3 years but less than or equal to 5 Years		10	

<b>5</b>	<b>Updated License from Pakistan Telecommunication Authority (PTA)</b>	<b>10</b>		
	Updated License from Pakistan Telecommunication Authority (PTA) for wireless fixed and mobile station in Pakistan.		10	Documentary proof is required. If no valid attachment is provided in Section 1.6.1 (e-tender), then no marks for this section will be awarded.
<b>6</b>	<b>Financial Capability/Annual Turn Over/Sales/Revenue</b>	<b>20</b>		
	Annual Turnover/ Revenue of more than or equals to PKR 40 million		20	Copy of 20-21/21-22 financial audit report done by ICAP/SBP registered auditing firm or Annual tax return of 20-21/21-22. If no valid attachment is provided in Section 1.7.2 (e-tender), then no marks for this section will be awarded.
	Annual Turnover/ Revenue of more than or equal to PKR 30 million but less than PKR 40 million		15	
	Annual Turnover/ Revenue of more than or equals to PKR 20 million but less than PKR 30 million		10	
<b>Total Points Awarded</b>		<b>100</b>		

**Minimum passing marks for technical qualification are 65. The financial bid will be opened for technically qualified bidders.**

Annex - F Financial Proposal

Sr. No.	Description	Quantity	Unit Price (PKR) Inclusive of applicable Taxes	Applicable Taxes %	Total Price (PKR) inclusive of Applicable Taxes
1	Security Guard (Armed) for Head Office Lahore (08 Hrs. Shift) (2.1.1 of E-Tender)	6			
2	Security Supervisor for Head Office Lahore (08 Hrs. Shift) (2.1.2 of E-Tender)	2			
3	Security Guard (Armed) for Bahawalpur Branch office (08 Hrs. Shift) (2.1.3 of E-Tender)	2			
4	Security Guard (Armed) for Head Office Lahore (12 Hrs. Shift) (2.1.4 of E-Tender)	6			
5	Security Supervisor for Head Office Lahore (12 Hrs. Shift) (2.1.5 of E-Tender)	2			
6	Security Guard (Armed) for Bahawalpur Branch office (12 Hrs. Shift) (2.1.6 of E-Tender)	2			
<b>Total Monthly Cumulative Cost (PKR) inclusive of all applicable Taxes (2.2.1 of E-Tender)</b>					

i. Breakup of the unit price (Attachment - 2.3.1 of E-Tender)

Description	Security Guard		Security Supervisor	
	08 Hrs. Shift	12 Hrs. Shift	08 Hrs. Shift	12 Hrs. Shift
Salary (as per minimum rates of wages per month)				
Social Security Contribution				
EOBI Contribution				
Income Tax				
Provincial Sales Tax				
<b>Total inclusive of Taxes = Rs.</b>				





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**Note: -**

- PSDF reserves the right to increase or decrease the quantity of Security Staff.
- Contract shall be awarded to the lowest bidder on basis of total monthly cumulative price inclusive of all applicable Taxes. Per unit rate will be locked for the above-mentioned price and payment shall be made based on actual utilization of resources/quantities on monthly basis.
- In accordance with the minimum wages law the security firm shall revise the unit price and submit the invoice. It is mandatory to security service provider to abide the law.

**Payment Terms: -**

- Upon successful performance of the Services as mentioned in Annex – D.
- Payment will be made on a post monthly basis within thirty (30) days after the submission of invoice and verification of satisfactory Services and the acceptance of the Services by the administration team of PSDF.
- All the payments shall be made in PKR, after the deduction of all applicable taxes.

**Declaration**

Kindly provide the declaration as per the format provided below at the end of the proposal.

I, \_\_\_\_\_ hereby declare that:

- all the information provided in the technical proposal is correct in all manners and respects
- and I am duly authorised by the Governing body/Board/Management to submit this proposal on behalf of "[Click here and type the name of organization]"

<b>Name</b>	
<b>Designation</b>	
<b>Signature</b>	
<b>Date and Place</b>	

**Annex – H Cover Letter**

[Firm/company's letterhead]

[Date]

To

Chief Executive Officer

[Address mentioned in Guidelines]

Re: Technical Proposal in respect of [Insert title of assignment]

Dear Sir,

We offer to provide the services for [Provision of Security Services] in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal including the required documents on E-tendering portal.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the services as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:



**Annex - I Tentative Draft Contract**

**DATED \_\_\_\_\_ SEP 2023**

**AGREEMENT FOR PROVISION OF SECURITY SERVICES**

**BETWEEN**

**Punjab Skills Development Fund**

**AND**

**XXX**



Skills For Success

**THIS AGREEMENT** is made at Lahore, Pakistan this \_\_\_\_\_ day of AUG 2023:

### **Between**

**PUNJAB SKILLS DEVELOPMENT FUND**, a company incorporated under the Companies Act 2017, having its office at 21-A, H Block, Dr Mateen Fatima Road, Gulberg II, Lahore (hereinafter referred to as “**PSDF**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

### **And**

**Bidder**, a firm/company incorporated under the laws of Pakistan having its head office at (hereinafter referred to as “**XXX**” which expression shall, wherever the context so requires or permits, include its successors and assigns)

(PSDF and XXX shall individually be referred to as a “Party” and collectively as “Parties”)

**Whereas**, PSDF is a not-for-profit company established by the Government of Punjab to provide quality skills and vocational training opportunities to the underprivileged segment of the population in order to improve their livelihood prospects. In this regard PSDF desires to engage the Company for the provision of security services for PSDF as envisaged herein this Agreement (“**Services**”).

**And Whereas**, the XXX is desirous of providing the aforesaid Services and submitted its proposal/bid XXX and the proposal/bid has been deemed successful for awarding of this Agreement.

**And Whereas**, the XXX has agreed to offer and PSDF has agreed to procure the envisaged Services on the terms and conditions set out herein below.

**Now, Therefore**, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

## **1. RECITALS**

1.1. The Recitals hereof shall form an integral part of this Agreement.

## **2. Scope of Work**

2.1. XXX agrees to provide the Services detailed in **Appendix A** in accordance with the PPRA Rules 2014.

2.2. XXX further agrees to provide all related services that may be required by PSDF at any time during the term of this Agreement.

## **3. Term & Payment**

3.1 This Agreement shall come into force on XXX and its duration shall be one (01) year.



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- 3.2 PSDF may extend the duration of this Agreement for another two terms with the mutual consent of both the Parties, on the same terms and conditions.
- 3.3 Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.
- 3.4 In consideration of the satisfactory provision of Services and related services, PSDF shall pay an amount (inclusive of all applicable taxes & out of pocket expenses) of **Appendix B**
- 3.5 All payments made hereunder shall be made subject to applicable tax deductions.

#### **4. Performance Guarantee**

- 4.1. Company shall submit a Performance Guarantee (in the form of pay order or bank guarantee as is acceptable by PSDF) equal to the amount of two percent (02%) of the total value of this Agreement at the time of signing of this Agreement. The Company shall ensure that the Performance Guarantee is valid and enforceable till the duration of this Agreement.
- 4.2. The Performance Guarantee shall be returned after successful completion of this Agreement.

#### **5. Obligations**

- 5.1. In providing the Services and related services to PSDF, XXX shall, at all times, observe and comply with all the guidelines and policies of PSDF communicated to XXX from time to time.
- 5.2. XXX shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 5.3. XXX shall provide uninterrupted security services to the PSDF Head Office at Lahore and the PSDF branch office at Bahawalpur.
- 5.4. XXX shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
- 5.5. XXX accepts that PSDF reserves the right to increase or decrease the security staff required, during the course of the Agreement based on the requirement of business.
- 5.6. XXX shall retain and maintain all records related to the Agreement during the life of the Agreement and five (05) years after the expiry of this Agreement.
- 5.7. XXX shall ensure that the professional staff required for performing the Services and fulfilling its obligations under this Agreement is available at all times and shall provide backup staff, if needed, as envisaged in the scope of work contained in Appendix A.

#### **6. Warranties and Representations**

- 6.1. **XXX' warranties and representations**



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- 6.1.1. XXX warrants and represents that it has submitted Performance Guarantee of two per cent (2%) of the total value of this Agreement as stipulated herein.
- 6.1.2. XXX represents and warrants that it has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.
- 6.1.3. XXX warrants and represents that it is registered with the All-Pakistan Security Agencies Association (APSAA).
- 6.1.4. XXX warrants and represents that it has furnished a no-objection certificate (NOC) by the Provincial Governments of Punjab to operate as security company
- 6.1.5. XXX warrants and represents that it possesses a valid license to operate as Security Company by Interior Ministry/Home Department.
- 6.1.6. XXX warrants and represents that it has the requisite number of staff required to adequately fulfil its obligations under the Agreement and in accordance with the terms provided in Appendix A.
- 6.1.7. XXX is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest and the request for proposal document.
- 6.1.8. XXX warrants and represents that it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and related services and carrying out all related activities in relation to this Agreement.
- 6.1.9. XXX warrants and represents that it has the requisite experience of providing the Services.
- 6.1.10. XXX warrants and represents that it shall be legally responsible for all acts of its employees, sub-contractors, independent contractors etc. providing the Services.
- 6.1.11. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
- 6.1.12. XXX warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- 6.1.13. XXX warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement or the transaction contemplated hereby.
- 6.1.14. XXX warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of PSDF and shall exercise such skill and care in performance of the ~~same~~

in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.

6.1.15. This Agreement and all documents to be executed by XXX and to be delivered to PSDF are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of XXX.

6.2. PSDF's warranties and representations

6.2.1. This Agreement and all documents executed or to be executed by PSDF and to be delivered to XXX in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of PSDF enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which PSDF is a party or to which PSDF is subject.

## **7. Indemnities and Liabilities of XXX**

7.1. XXX shall be fully liable for the obligations arising out of or in connection with this Agreement.

7.2. XXX shall defend, indemnify and hold safe and harmless PSDF and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third parties (including employees of Company, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with any breach of this Agreement or violation of law by Company or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of PSDF. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

## **8. Indemnities and Liabilities of PSDF**

8.1. Except for a breach of this Agreement, in no event shall PSDF be liable to XXX for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such XXX received advance notice of the possibility of such damages.

8.2. XXX shall have no claim against PSDF for any liability whatsoever unless expressly provided in this Agreement. In this regard, PSDF's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of PSDF shall not exceed value of the contract for any and all claims and losses.



## 9. Events of Default

- 9.1. The following events shall each constitute an “Event of Default” by XXX and PSDF upon such Event of Default shall be entitled to forthwith terminate this Agreement:
- 9.1.1. If the XXX fails to timely provide the Services or fails to provide the deliverables within the stipulated timeframes.
  - 9.1.2. If the XXX violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PSDF gives the XXX written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if the XXX does not commence to cure such violation, breach or failure within such thirty (30) day period.
  - 9.1.3. If the Services provided do not conform to any requirements of PSDF and subject to the same being informed to XXX in writing the same is not replaced and/or rectified within 2 days of such intimation and/or notification.
- 9.2. PSDF reserves the right to terminate the Agreement, in whole or in part, at any point in time without assigning any reasons whatsoever with a one-month notice.

## 10. Entire Agreement

This Agreement, together with the Appendices A and B constitutes the entire agreement and understanding of the parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

## 11. Record

XXX shall retain all the record and working papers including monthly/quarterly reports, contracts, policies/ procedures Invoices, receipts and other documentary evidences in connection with the execution of this Agreement for a period of five years after the termination of this Agreement.

## 12. Assignment and Sub-contracting

- 12.1 XXX shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PSDF.
- 12.2 XXX shall not sub-contract the provisioning of the Services or any related services without the express written permission of PSDF.

## 13. Confidentiality



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- 13.1. Except as otherwise permitted by this Agreement, neither of the parties to this Agreement may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of the parties to this Agreement may, however, disclose such information to the extent that it:
- a) Is or becomes public other than through a breach of this Agreement;
  - b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
  - c) Was known to the recipient at the time of disclosure or is thereafter created independently;
  - d) Is disclosed as necessary to enforce the recipient's rights under this Agreement; or
  - e) Must be disclosed under applicable law, legal process or professional regulations.
- 13.2. Either of the Parties to this Agreement may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

#### **14. Blacklisting**

- 14.1. After signing the Agreement, if XXX is unable to fulfil its obligations and/or abandons the project without any cogent reason and/or commits fraud or corruption, the XXX may be blacklisted by PSDF and may be prohibited from participating in any PSDF funded schemes in the future.

#### **15. Force Majeure**

- 15.1. Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunamis, fire, explosion, terrorism, storm, flood, lightning, war and hostilities.
- 15.2. If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.
- 15.3. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

#### **16. Notices**

- 16.1. A notice or other communication under or in connection with this Agreement shall be:



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- (a) in writing;
- (b) in the English language; and
- (c) delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.

### 16.3. Addresses:

<b>PSDF</b>	<b>XXX</b>
Attention: 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore	Attention:

### 17. Severability

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

### 18. Variations

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

### 19. Counterparts

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

### 20. Amendments

Any amendment to this Agreement shall only be binding if executed in writing by the Parties through their duly authorized representatives.

### 21. Arbitration and Governing law

- 21.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the Parties consent and submit to the jurisdiction and service of process to the courts in Lahore.



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- 21.2. The Parties agree that in case of any dispute regarding the quality and quantity of the Services and/or any related services the decision of PSDF shall be binding and final.
- 21.3. The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration as stipulated in the Arbitration Act 1940.
- 21.4. In case of any disputes regarding the Services, the decision of PSDF shall be final and binding.

## 22. Waiver

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

**In witness thereof**, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

**PSDF**

**XXX Guards**

<b>Name:</b> <b>Designation: Chief Operating Officer</b> <b>On behalf of PSDF</b>	<b>Name:</b> <b>Designation:</b> <b>On behalf of</b>

Witnesses:

1. 2.

## **Appendix A Scope of Services**

### **Scope of Services:**

- 1- PSDF Admin department shall check the Security Services at the time of the delivery.
- 2- The Company will provide uninterrupted Security services to the Lahore PSDF Head Office and its branch office at Bahawalpur.
- 3- Security staff will perform their duties in rotating shift pattern comprising of 8hr/12-hr shifts to provide 24/7 security services.
- 4- PSDF reserves the right to increase or decrease the Security staff during the contract period based on the requirement of the business.

### **Description of parameters for Security Services and Deliverables:**

- 1- Guards provided by the company should not be less than 25 years and not more than 50 years of age in case of guards. Bulky/overweight persons will not be accepted.
- 2- The guards should be trained and capable enough to handle the situation including but not limited to bomb blast, earthquakes and events of fire etc.
- 3- The company will provide a hand-held metal detector, weapon and vehicle search mirror at each location.
- 4- The successful bidder will have to provide either ex-servicemen or young energetic and trained civilian fully equipped and conversant with security performance and other requirements as mentioned in the security agreement.
- 5- During the contract, the firm will provide Security Services as per terms and conditions, to be settled later in the shape of contract agreement, for PSDF Lahore.
- 6- Availability of additional guards (if so required) will be ensured within 24 hours.
- 7- The Contractor shall ensure the periodic refresher courses for the Guards in order to keep their security and ancillary skills honed.
- 8- Salaries, perks, privileges and work hours of the guards will be governed strictly according to the government rules / regulations.
- 9- The security company shall be responsible for provision of functional and serviceable weapons to its guards as per deployment.



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10- The company will be responsible to get each guard medically examined by a registered medical practitioner and provide medical certificate. Similarly, the company shall provide character certificates of each guard with verified antecedents.

**Delivery Timelines/Completion Date:**

1- Unless agreed otherwise, Security Services shall be provided from the date of execution of the contract/PO issuance.

## Appendix B

### Payment Terms

- i Upon successful performance of the Services as mentioned above, payment shall be made once the services have been approved by PSDF.
- ii Payment will be made on a post monthly basis within thirty (30) days after the submission of invoice and after verification of satisfactory Services and the acceptance of the Services by the administration team of PSDF.
- iii All the payments shall be made in PKR, after the deduction of all applicable taxes.
- iv PSDF reserves the right to increase or decrease the quantity of Security Staff.
- v Rates agreed for Security Guards Services are as follows:

Sr. No.	Description	Quantity	Unit Price (PKR) Inclusive of applicable Taxes	Applicable Taxes %	Total Price (PKR) inclusive of Applicable Taxes
1	Security Guard (Armed) for Head Office Lahore <b>(08 Hrs. Shift)</b>	6			
2	Security Supervisor for Head Office Lahore <b>(08 Hrs. Shift)</b>	2			
3	Security Guard (Armed) for Bahawalpur Branch office <b>(08 Hrs. Shift)</b>	2			
4	Security Guard (Armed) for Head Office Lahore <b>(12 Hrs. Shift)</b>	6			
5	Security Supervisor for Head Office Lahore <b>(12 Hrs. Shift)</b>	2			
6	Security Guard (Armed) for Bahawalpur Branch office <b>(12 Hrs. Shift)</b>	2			
<b>Total Monthly Cumulative Cost (PKR) inclusive of all applicable Taxes</b>					

#### i. Breakup of the unit price

Description	Security Guard		Security Supervisor	
	08 Hrs. Shift	12 Hrs. Shift*	08 Hrs. Shift	12 Hrs. Shift*
Salary (as per minimum rates of wages per month)				
Social Security Contribution				



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EOBI Contribution				
Income Tax				
Provincial Sales Tax				
<b>Total inclusive of Taxes = Rs.</b>				