

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA - I

(As per Rule 47 of PP 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: Competition Commission of Pakistan
- FEDERAL / PROVINCIAL GOVT: Federal
- TITLE OF CONTRACT: Procurement of Services for Producing Video on Competition Law with Focus on Cartelization.
- TENDER NUMBER: CCP/ADMN-91
- BRIEF DESCRIPTION OF CONTRACT: Procurement of Services of media agency for Producing Video on Competition Law with Focus on Cartelization. The video aims to shed light on the grave issue of cartelization within the framework of Competition law. The video will provide a clear understanding of cartelization, even for those unfamiliar with legal concepts, fostering awareness among stakeholders and wider public.
- TENDER VALUE: Rs.1,725,000/- (Rupees One Million Seven Hundred Twenty Five Thousand only).
- OWNER'S ESTIMATE: ---
- ESTIMATED COMPLETION PERIOD: 02 months commencing from signing of Contract.
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes
- ADVERTISEMENT :
 - (i) PPRA Website Yes TS522818E, Dated: 13-10-2023
(Federal Agencies) (If yes give date and PPRA's tender number)
 - (ii) News Papers NA.
- TENDER OPENED ON (DATE & TIME): 01-11-2023 at 03:30 p.m.
- NATURE OF PURCHASE: National
- EXTENSION IN DUE DATE (If any) _____ No
- NUMBER OF TENDER DOCUMENTS SOLD: Tender documents were uploaded on PPRA and CCP's website for use of bidders without any cost.
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS _____ Yes
(If yes enclose a copy).
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: Quality and Cost Based Selection Method was used for evaluation of Bid. Yes
(If yes enclose a copy).


Arit Zaman
Joint Director (Admin)
Competition Commission of Pakistan
Government of Pakistan
Islamabad

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. Yes
c) TWO STAGE BIDDING PROCEDURE. _____
d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____

<input checked="" type="checkbox"/>

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) N.A

- WHO IS THE APPROVING AUTHORITY: Chairman, CCP.

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING: N.A

➤ NUMBER OF BIDS RECEIVED: 03 Bid

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: YES.

➤ WHETHER INTEGRITY PACT WAS SIGNED: NA (If yes enclose a copy)


Arif Zamir
Joint Director (Admin)
Competition Commission of Pakistan
Government of Pakistan
Islamabad

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

(As per Rule 47 of PP Rules, 2004)

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works,
Services & Goods.

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: Nil
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: M/s. Channel 7 Communications (Pvt) Ltd., 3rd Floor, Office Tower, Fazal-e-Haq Road, Blue Area, Islamabad.
- RANKING OF SUCCESSFUL BIDDER IN FINAL EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID). 1st Evaluated Bid/Highest Ranked Bid.
- NEED ANALYSIS (Why the procurement was necessary?): The video aims to shed light on the grave issue of cartelization within the framework of Competition law. The video will provide a clear understanding of cartelization, even for those unfamiliar with legal concepts. The video is tailored to resonate with a wide range of stakeholders and individuals, including Business Community, Consumers, Policymakers, Students and Academia, Media and General Public.
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) N.A.
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WAS READ OUT AT THE TIME OF OPENING OF BIDS Yes
- DATE OF CONTRACT SIGNING: 21-12-2023
(Attach a copy of agreement)
- CONTRACT AWARD PRICE: 1,725,000/-
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS: YES
(Attach copy of the bid evaluation report)
- ANY COMPLAINTS RECEIVED _____ No
(If yes result thereof)
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS _____ No
(If yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA _____ No
(If yes give details)
- SPECIAL CONDITIONS, IF Any : _____ No.
(Give Brief Description)


Afif Zamil
Joint Director (Admin)
Competition Commission of Pakistan
Government of Pakistan
Islamabad



SERVICES CONTRACT

THIS CONTRACT FOR PROVISION OF SERVICES (hereinafter referred to as the "Contract") is entered in to this (date) **December 21, 2023**, at Islamabad

BETWEEN

The Competition Commission of Pakistan (CCP), a body corporate (established under the Competition Act, 2010), through Mr. Asfandiyar Khan Khattak, Director General (Media) CCP, CNIC No.17301-1580773-3 (hereinafter referred to as the "Commission" and/or "Client"), of the first part;

And

M/s. Channel 7 Communications (Pvt) Ltd., "Media Agency/Production House" through Mr. Ahad Homayon, Group Account Manager, CNIC No.37405-5902920-1 (hereinafter referred to as the "service provider" of the second part.

The Client and service provider shall hereinafter collectively be referred to as the "Parties".

WHEREAS

- (a) The Client has engaged the Service Provider to provide certain services for Producing Video on Competition Law with Focus on Cartelization as defined in this Contract and ToRs (hereinafter called the "Services");
- (b) The Service Provider, having represented to the Client that it has the required professional skills and technical expertise, has agreed to provide the Services on the terms and conditions set forth in this Contract;



17301-1880773-3

اسفندیار خان خٹک ملا محمد فاروق خٹک 19004

21 DEC 2023

اسم آباد برک سروس سٹیشن

M/S Camel 7 Communication

from Pnto H el Islamabad

پیشام و پرسی جی سرکاری راضی / CDA
موانعی لواروں کی
کی خطہ فروخت کیلئے جاری نہیں کیا گیا

MUHAMMAD ZEHTAB
Sole Proprietor LCA
Reg No. 02, Bahawalpur
CAB No. 0311-571550

Asst
Dlt

- (c) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in this Contract, in particular:
- (i) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (ii) the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

WHEREFORE the Parties to this Contract shall respect and abide by all Applicable Laws in relation to performance of Services and discharge of Obligations hereunder.

NOW THEREFORE the Parties hereby agree as follows:

1. Definitions:

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) "Applicable Laws" means laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as may be issued and be in force from time to time.
- (b) "Force majeure" means an event or situation beyond the control of the Parties that is unforeseeable and unavoidable and whose origin is not due to negligence or lack of care on the part of the Parties. Such events may include acts of God, strikes, lock-outs or other industrial disturbances, acts of public enemy, wars, insurrections, blockades, riots, civil disturbances, explosions, and any other similar events which are not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.
- (c) "Project" means and includes **Producing Video on Competition Law with Focus on Cartelization.**
- (d) "Services" means services to be performed by the Service Provider for the purposes of completion of the Project, as described in this Contract and its Appendixes.
- (e) "Work Plan" means the time schedule, methodology, etc., agreed between the Parties as described by Service Provider in Technical Proposal.

2. Scope of Service:

2.1 The scope of services (hereinafter referred to as "Services") to be performed

by the service provider for the Project as described in this Contract, Technical Requirements/Terms of Reference, etc.

3. Effective date of commencement:

3.1 The date of commencement of this contract shall be the date of signing of this contract by the Parties. The Service Provider shall start work on the project immediately after signing of this Contract.

4. Duration/Period of Contract:

4.1 The Contract shall remain effective for a period of TWO MONTHS counted from the date of signing/commencement the Contract, unless terminated pursuant to clause 14 of the Contract.

4.2 In case the Project as per Contract is not completed within the stipulated timeframe of two months, the service provider may request in writing for extension in the period of Contract, specifying the justification, and client may extend the time period if the justification, in its opinion, is valid.

4.3 The Service Provider shall neither charge any extra payment nor shall be paid by the client for the extended period of time.

5. Obligation of the Service Provider:

5.1 The service provider shall perform the services with due diligence and ensure the highest standards of professional competence and ethical integrity.

5.2 The service provider shall complete the project as per work plan and time schedule agreed between parties.

5.3 The service provider during the period of this contract, shall not involve in any contract, restrictions or obligations which are inconsistent with the execution of this Contract, or which may interfere with the performance of services by the Service Provider under this contract.

5.4 The service provider shall not assign this Contract or sub-contract any portion of it to any other person without the Client's prior written consent and approval.

5.5 The service provider shall keep the Client regularly updated with regard to the progress in relation to the project and furnish such information to the client relating to the project as the Client may from time to time reasonably request.

5.6 The service provider shall not, during the service period and or after its expiration or termination disclose to any third party any proprietary or confidential information relating to the Contract, the Project or the Client without the prior written consent of the Client. The Client's determination with regard to what constitutes confidential information shall be final.

6. Obligation of the Client:

6.1 The Client shall designate/authorize a well conversant officer to liaise with service provider and provide necessary information, copies of Commission's Regulations, Rules, etc., that may be required by the service provider for carrying out the tasks as per ToRs.

7. Payment Method/Schedule:

7.1 The payment tendered in the Financial Bid and approved by the client (including all taxes, levies, charges, profit, etc.) will be paid lump sum upon receipt of invoice, after completion and acceptance of tasks by CCP. The payment will be released after deducting taxes as applicable under the tax laws in Islamabad Capital Territory.

7.2 No other compensation, remuneration or reimbursement shall be permissible, on account of provision of services.

8. Performance Security:

8.1 The Bid Security i.e., 3% of the quoted amount that comes to Rs.51,750/- furnished by the service provider along with Bids in the form of Banker's Cheque No.7179889, dated 31-10-2023, has been retained and converted to Performance Security. The performance security will be refunded/returned to Service Provider within 28 days after the date of completion of the Service Provider's performance obligations under the Contract. The performance security shall be forfeited if the service provider fails to complete assignment within the specified contract period or extended period (if any) or in the event of failure of the service provider to comply with the obligations under the Contract.

9. Ownership of Material:

9.1 All videos, audios, reports, papers, or any other material, or otherwise, prepared under this Contract by the service provider for the Client shall belong and remain the property of the Client. The service provider may retain a copy of such material; but shall not use them without prior written approval of the Client.

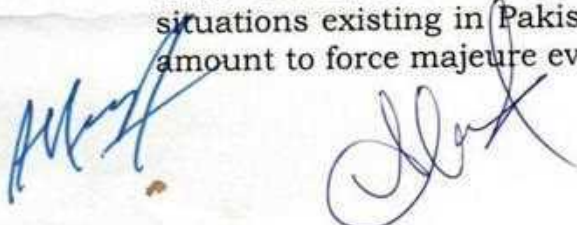
9.2 The Client shall have the exclusive right to obtain and hold in its own name any trademark, copyright, or any other similar registration or protection in relation to the videos, audios, reports, papers or any other material, or otherwise prepared by the service provider under this Contract. The service provider agrees to give the client all assistance reasonably required to perfect such rights.

10. Force Majeure:

10.1 If either Party is temporarily unable by reason of force majeure to meet any of its obligations under this Contract, and if such Party gives to the other Party written notice of the force majeure event within fourteen (14) days after its occurrence, such obligations of the Party as it is evidently unable to perform by reason of the event shall be suspended for as long as the inability continues.

10.2. No Party shall be liable to each other for loss or damage sustained by such other Party arising from any event referred to in Clause 10.1 or delays arising from such event.

10.3 The Parties understand and undertake that the circumstances, events and situations existing in Pakistan at the time of execution of this Contract do not amount to force majeure events.



11. Notices or Requests:

11.1 Any notice or request required or permitted to be given or made under this Contract shall be in writing in the English language. Such notice or request shall be deemed to be duly given or made when it has been delivered by hand, mail, facsimile, electronic mail (e-mail) to the Party to which it is required to be given or made at such Party's address specified below or at such other address as the Parties may specify in writing.

To Client:	Name:	Competition Commission of Pakistan
	Address:	9th Floor South, ISE Towers, 55-B, Jinnah Avenue, Islamabad, Pakistan.
	Phone:	(+92) 51-9100260-3
	Fax:	(+92) 51-9100258
	Email:	ihaq@cc.gov.pk

To Service Provider:	Name:	M/s. Channel 7 Communications (Pvt)
	Address:	3rd Floor, Office Tower, Fazal-e-Haq Road, Islamabad.
	Phone:	051-2342134
	Email:	ahad@channel7.com.pk

12. Appendices:

12.1 The following Appendices to this Contract shall form an integral and substantive part of this Contract and the provisions therein shall be binding on the Parties as if they were parties thereto:

- a. Technical Requirements/Terms of Reference
- b. Project Plan (Time Schedule, Methodology, Approach)
- c. Financial Bid
- d. Letter of Acceptance
- e. Letter of commencement of services/work

13. Indemnification:

13.1 The service provider shall indemnify, protect and defend at its own expense and cost, the Client, its Officers and employees, from and against any and all actions, claims, losses or damages arising out of any violation of intellectual property rights of any third parties by the service provider, or its personnel, in the course of the project.

13.2 The service provider shall indemnify, protect and defend, at its own expense and cost, the Client, its Officers and employees, from and against any and all actions, claims, losses or damages where such actions, claims, losses or damages is or are the result of malfeasance or gross negligence of the service provider or its personnel.

13.3 The Service provider shall, at its own cost and expense, upon request of the Client, re-perform the Services under this Contract in the event of Service provider's failure to exercise the skill and expertise required under this Contract as represented by the service provider to the Client before the execution of this Contract.



13.4 The Client's determination, with regard to the Service Provider's failure to exercise the required skills and expertise as referred in clause 13.3, shall be final.

14. Termination:

14.1 The Client may, by written notice to the service provider terminate, this Contract;

- (a) if the service provider breaches any of its material obligations under this Contract, which *inter alia* include performance of Services up to the satisfaction of Client, and is unable to cure the breach within thirty (30) days of issuance of a written notice with regards to the breach;
- (b) if the service provider, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive in competing for or in performing the Contract.

14.2 Upon termination of this Contract, all work in progress and related material, record, reports, videos, audios, etc., shall be immediately returned/furnished to the Client by the service provider.

15. Dispute Settlement:

15.1 In case of any disagreement, difference or dispute between the Parties regarding performance of this Contract or whether Services have been rendered in accordance with the terms and conditions of this Contract, the Parties shall work together in good faith in an effort to resolve such disagreement, difference or dispute prior to pursuing their respective remedies in law.

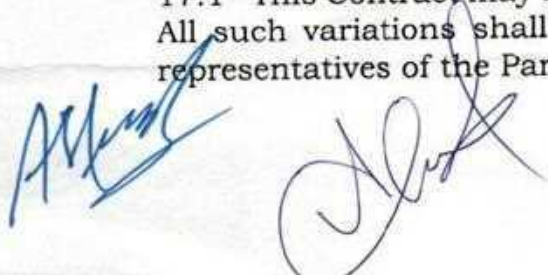
15.2 Any disagreement, difference or dispute which cannot be amicably settled or resolved between the Parties as provided in 15.1 shall be settled under the provisions of the Arbitration Act, 1940, and the Rules made thereunder as amended from time to time. The venue of arbitration shall be Islamabad having exclusive jurisdiction with reference to the subject matter of this Contract.

16. Authorized Representative:

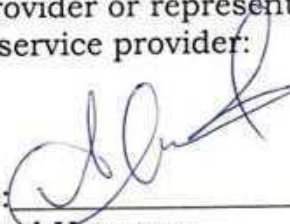
16.1 Any action required or permitted to be taken and any document required or permitted to be executed under this Contract, may be taken or executed on behalf of the Client by Mr. Asfandiyar Khan Khattak, Director General, CCP, and service provider or on its behalf by Mr. Ahad Homayon, Group Account Manager, who is duly authorized in this regard.

17. Variation of Contract:

17.1 This Contract may be varied/modified with mutual consent of both Parties. All such variations shall be in writing and be signed by the duly authorized representatives of the Parties and thereafter be appended with this contract.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their respective names as of the day and year above written.


<p>For and on Behalf of CCP:</p> <p>ASFANDYAR KHATTAK Director General (Advocacy & Media) Competition Commission of Pakistan Government of Pakistan Islamabad</p> <p>Name: <u>Asfandiyar Khan Khattak</u> Designation: <u>Director General</u> CNIC: <u>No.17301-1580773-3</u> Address: <u>3rd Floor(south), ISE</u> <u>Towers, Jinnah Avenue, Islamabad.</u></p>	<p>Service provider or representative on Behalf of service provider:</p> <p>Signature: </p> <p>Name: <u>Ahad Homayon,</u> Designation: <u>Group Account Manager</u> CNIC: <u>37405-5902920-1</u> Address: <u>3rd Floor, Office Tower,</u> <u>Fazal-e-Haq Road, Islamabad.</u></p>
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WITNESSES:

1. Mr. Ehtasham Waheed Sheikh

CNIC: _____

Address: _____

2. Aamir Abbas 
CNIC: 37405-1775995-3
Address: 3rd floor office Tower
Fazal-e-Haq Rd Islamabad.

SECTION – IV

Technical Evaluation Criteria

Only Technically Qualified bidders shall be eligible to participate in further procurement process. Provide requisite documentary evidence to establish qualification in following each category. Without attachment of documentary evidence no marks will be awarded. The procuring agency reserves the right to check original documents or verify the authenticity and truthfulness of documents from any agency, as it may deem appropriate:

Passing marks in technical evaluation criteria is 60 marks out of 100.

S#	Criteria	Scale	Documents required
1.	The bidders should have 20 years or above experience of working with Government or Semi-Government or Autonomous Bodies or multinational Companies, etc., in Pakistan. Maximum Marks: 20	Experience More than 20 years = 20 marks Experience 15-20 years = 15 marks Experience 10-15 years = 10 marks Experience 05-10 years = 05 marks Below 05 year experience = 0 marks	(i) Company/Firm profile; (ii) Registration Certificate.
2.	Number of projects completed during last 03 years with Government, autonomous bodies, multinational companies, and other institutions. Maximum Marks: 20	More than 20 projects completed = 20 marks More than 15 and less than 20 projects = 15 marks More than 10 and less than 15 = 10 marks Less than 10 projects = 0 marks	Copies of contract/ work order, with contact details of clients.
3.	Performance certificate(s) from the client(s) establishing satisfactory performance during last 05 years. Maximum Marks: 10	Provision of 05 or more certificates = 10 marks Provision of 04 certificates = 08 marks Provision of 03 certificate = 06 marks Provision of 02 certificate = 04 marks Provision of 01 certificate: = 02 marks	Provide copies of certificates.
4.	The Bidders will give a Presentation to the Procurement Committee on designs, graphics, audio/video quality, resources, etc., to demonstrate their abilities and expertise. Maximum Marks: 20	Presentation = maximum 20 marks (The date and time of the presentation will be announced at the time of opening of Technical Bids).	
5.	Comprehensive Project Plan, indicating timelines, equipment/resources, dedicated team members and their role in the assignment, etc. Maximum Marks: 10	(i) Implementation Methodology / Work Plan indicating Timelines, deliverables and activities (ii) Resources to be used for achieving deliverables and activities	Submit comprehensive project plan.
6.	Bidders should assign minimum two members having experience of 05 years	Number of Personnel assigned, having 05 years or more experience in the following field: Script writer(s), 01 mark for each writer	Provide CVs of team members working on this project, as per


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 Competition Commission of Pakistan
 Government of Pakistan

	<p>or above, in the relevant field for this project.</p> <p>Maximum Marks: 10</p>	<p>Animator/Illustrator(s), 01 mark for each illustrator = max. 02 marks</p> <p>Voiceover Actor/Artist(s), 01 mark for each artist = max. 02 marks</p> <p>Video Editor(s), 01 mark for each editor = max. 02 marks</p> <p>Cameraman/Videographer(s), 01 mark for each = max. 02 marks</p>	<p>Format-I of Section-V.</p>
7.	<p>Preference will be given to firms having production house in Islamabad/ Rawalpindi.</p> <p>Maximum Marks: 10 marks</p>	<p>Firms located in Islamabad/ Rawalpindi = 10 marks</p> <p>Firms located in other cities = 05 marks</p>	<p>Proof of address/ presence.</p>


 Arif Zaidi
 Joint Director
 Competition Commission
 Government of Pakistan

FINAL EVALUATION REPORT (AS PER RULE 35 OF PP RULES, 2004)

1.	NAME OF PROCURING AGENCY	Competition Commission of Pakistan
2.	METHOD OF PROCUREMENT	Open Competitive Bidding as per Rule 36(b) of PP Rules 2004, Single Stage Two Envelope Procedure.
3.	TITLE OF PROCUREMENT	Procurement of Services for Producing Video on Competition Law with Focus on Cartelization
4.	CCP'S TENDER NOTICE NO.	CCP-ADMN-91
5.	PPRA REF NO. (TSE)	TS522818E
6.	DATE AND TIME OF BID CLOSING	01-11-2023 at 03:00 p.m
7.	DATE AND TIME OF BID OPENING	01-11-2023 at 03:30 p.m
8.	NUMBER OF BIDS RECEIVED	THREE (03)
9.	CRITERIA FOR BID EVALUATION	Quality and Cost Based Selection Method
10.	DETAILS OF BID(S) EVALUATION	The Bids of Technically Responsive bidders have been evaluated in accordance with the Combined Evaluation Criteria given in the Bidding Document.

Name of Bidder	Score		Evaluated Cost	Combined evaluation scores	Rule/Regulation/SBD*/Policy/ **Basis For Rejection / Acceptance As Per Rule 35 of PP Rules, 2004.
	Technical	Financial			
M/s. Channel 7 Communications (Pvt) Ltd	80.00	100.00	1,725,000	84.00	M/s. Channel 7 secured the highest scores 84 out of 100 in combined evaluation (technical and financial.) Therefore, the bid of M/s. Channel 7 Communications (Pvt) Ltd is evaluated as the highest ranked bid in light of PP Rules, 2004. The financial bid of M/s. Channel 7 is also the lowest.
M/s. Creative Junction (Pvt) Ltd	72.60	74.35	2,320,000	72.95	M/s. Creative Junction secured 72.95 scores out of 100 in combined evaluation (technical and financial), hence the bid is second ranked . The financial bid of M/s. Creative Junction is also the highest.

Most Advantageous Bidder: **M/s. Channel 7 Communications (Pvt) Ltd.**

Signature:

Official Stamp:


Ali Zaman
 Joint Director (Admin)
 Competition Commission of Pakistan
 Government of Pakistan
 Islamabad

*Standard Bidding Documents (SBD)