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/DEPT	т.	Competition	Commission	of Pakistar
	NAME OF THE	OKGANIZATION/DEFT	4 .	Compendon	Commission	OI I akistai

- > FEDERAL / PROVINCIAL GOVT: Federal
- TITLE OF CONTRACT: Hiring Services of Security Agency for Provision of Security Guards.
- > TENDER NUMBER: CCP/ADMN-96
- BRIEF DESCRIPTION OF CONTRACT: Hiring services of Security Agency to provide services of Security Guards for deployment in the Commission's office premises located in ISE Towers, Islamabad or at any other place within Islamabad as per client's requirements.
- TENDER VALUE: The Security Agency shall provide services of security guards as per requirement of the Commission, at the rate of Rs.38,800/- (Rupees thirty eight thousand eight hundred only) inclusive of all taxes.
- OWNER'S ESTIMATE: Nil
- ➤ ESTIMATED COMPLETION PERIOD: 03 Years Contract.
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes
- ADVERTISEMENT:
 - (i) PPRA Website Yes TS529711E (Federal Agencies) (If yes give date and PPRA's tender number)
 - (ii) News Papers Yes. Daily Jang and The Nation dated 09-01-2024. (If yes give names of newspapers and dates)
- ➤ TENDER OPENED ON (DATE & TIME): 25-01-2024 at 03:30 p.m.
 ➤ NATURE OF PURCHASE: National
 ➤ EXTENSION IN DUE DATE (If any) No
- NUMBER OF TENDER DOCUMENTS SOLD: <u>Tender documents were</u> uploaded on PPRA and CCP's website for use of bidders without any cost. However, three agencies purchased tender documents on payment of Rs.500/-each
- ➤ 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).

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P	WHICH METHOD	OF	PROCUREMENT	WAS	USED: -	(Tick one)
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a)	SINGLE STAGE – ONE ENVELOPE PROCEDURE	
b)	SINGLE STAGE - TWO ENVELOPE PROCEDURE. YES_	Ø
c)	TWO STAGE BIDDING PROCEDURE.	
d)	TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE	

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.): NIL
- 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: 04 Bids
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: YES.
- ➤ WHETHER INTEGRITY PACT WAS SIGNED: <u>NA. The amount of contract is below 10 million.</u> (If yes enclose a copy)

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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: 04
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: M/s. Brothers Protection (Pvt) Ltd., Doctor Plaza, 1st Floor, Jinnah Boulevard (West), GT Road, Gate-I, DHA-II, Islamabad.
- ➤ RANKING OF SUCCESSFUL BIDDER IN FINAL EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID). 1st evaluated Bid/Highest ranked.
- NEED ANALYSIS (Why the procurement was necessary?): The procurement is necessary to guard/secure the premises of the Commission.
- ➤ 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: 20-03-2024 (Attach a copy of agreement)
- ➤ CONTRACT AWARD PRICE: Rs.38,800 (incl. taxes) per guard per month/-

(Give Brief Description)

Joint Director (Admin)
Joint Director (Admin)
Competitor Commission of Pakistar
Gave Innerent of Pakistar
Security Commission

Eligibility Requirements

Sr#	Details of Eligibility Criteria	documents required to assess eligibility (b)	Whether documents as per Col.b are attached Yes/No (c)	
	(a)		YES	No
1,	Bidder should be Active Tax Payer on list of Active Tax Payers of FBR	Provide proof of ATL to confirm status		
2.	Bidder should be registered with Sales Tax and Income Tax departments	Provide NTN and STRN numbers along with copies of registration certificates in the name of company/firm		
3.	Evidence of firm/company's registration/incorporation etc.	Provide copy of registration		
4.	Valid license/NOC and other approvals from government agencies required to operate a Security Agency in Islamabad	Provide copies of all licenses, NOCs, etc.		
5.	Bid Security of Rs.50,000/- in the shape of Pay order, demand draft, etc., (as per instructions of bidding documents).	Provide original pay order/ demand draft etc as per bidding documents.		
6.	The following affidavit/undertaking on stamp paper, stating: (i) that the security agency is not on the list of blacklisted companies on PPRA website; (ii) and has not been blacklisted by any government, semi government or autonomous organization; (iii) that the security agency is not under any stage of bankruptcy; (iv) that the security agency shall abide by the minimum wage law and other instructions of the Government on this subject, and in case of any violation, the security agency will be liable to penalty legal action as deemed appropriate by the procuring agency.			
7.	The bidder must have an operational office in Islamabad/ Rawalpindi.	Provide evidence (complete registered address, land line phone numbers, etc.) of operational office in Islamabad /Rawalpindi.		
8.	The authorized person to sign the bid/ bidding documents, should be given power of attorney.	stamp paper, to sign bid/ bidding documents.		
_9	Details of bidder's litigation/arbitrations (if any)	Please provide details as per S# 8, of Section-II Format of Bidder's Corporate Information Form.		

The bids of the bidders who fail to provide/or meet any of the above eligibility requirements will be rejected.

SECTION - III

Technical Evaluation Criteria

Only Technically Qualified bidders shall be eligible to participate in further procurement process. Bidders are required to provide documentary evidence to qualify in following categories (without furnishing required documents 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 experience of providing security services of similar nature to Government / public sector organizations/ multinational organizations/ banks/ educational institutions, etc Maximum Marks: 30	Experience 10 years or More: = 30 marks Experience 02 year or more and less than 10 years: 03 marks for each completed year will be given. Less than 02 years = 0 marks	(i) Company/Firm profile; (ii) Registration Certificate. (iii) details of clients, work order, etc. (iii) Provide information as per Format (Form-A).
2.	The bidders should have completed/in-process 05 or . more contracts for provision of security services each rupees five million or above, in the last 05 years with Government / public sector organizations/ multinational organizations/ banks/ educational institutions, etc. Maximum Marks: 30	05 or more contracts of 05 million or above = 30 marks 04 contracts of 05 million or above = 24 marks 03 contracts of 05 million or above = 18 marks 02 contracts of 05 million or above = 12 marks 01 contract of 05 million or above = 06 marks	Provide copies of contracts/ agreements/ work orders showing details of payments, etc. Provide information as per Format (Form-B).
3.	The bidder's annual turnover should be around 10 million rupees or above, during last 03 years. Maximum Marks: 30	Annual turnover of 10 million or above Annual turnover between 07 to 10 million Annual turnover between 04 to 07 million Annual turnover below 04 million =30 marks =10 marks = 0 marks	Provide copies of Audited Financial Statements/Tax Returns of last 3 years. Provide information as per Format (Form-C).
4.	Performance certificate(s) from clients for satisfactory performance during last 05 years. Maximum Marks: 10	Provision of 05 or more certificates = 10 marks 02 marks will be given for each performance certificate.	Provide copies of certificates. Provide information as per Format (Form-D).



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	Hiring Services of Security Agency for Provision of Security Guards
4.	CCP'S TENDER NOTICE NO.	CCP-ADMIN-96
5.	PPRA REF NO. (TSE)	TS529711E
6.	DATE AND TIME OF BID CLOSING	25-01-2024 at 03:00 p.m
7.	DATE AND TIME OF BID OPENING	25-01-2024 at 03:30 p.m
8.	NUMBER OF BIDS RECEIVED	04 (FOUR)
9.	CRITERIA FOR BID EVALUATION	Quality and Cost Based Selection
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.

11. The result of Final Evaluation of the bids is as under:

Name of Bidder	Score Technical Financial		Evaluated Cost	Combined evaluation scores	Rule/Regulation/SBD/Policy/ **Basis For Rejection / Acceptance As Per Rule 35 of PP	
					Rules, 2004.	
Brothers Protection (Pvt) Ltd.	100	100	38,800	100	The bid of Brothers Protection (Pvt) Ltd in combined evaluation (Technical & Financial) has achieved highest scores, and is evaluated as the highest ranked bid as per evaluation criteria stipulated in the bidding documents. The financial bid of M/s. Brothers Protection is also the lowest as compared to other bidders.	
Kashmir Security Services (Pvt) Ltd	100	90.36	42,936	97.10	The bid of Kashmir Security Services (Pvt) Ltd, in combined evaluation (Technical & Financial) has achieved 97.10 scores, and is evaluated at second position as per evaluation criteria stipulated in the bidding documents.	
Piffers Security Services (Pvt) Ltd	100	89.79	43,209	96.93	The bid of Piffers Security Services (Pvt) in combined evaluation (Technical & Financial) has achieved <u>96.93</u> scores, and is evaluated <u>at third position</u> as per evaluation criteria stipulated in the bidding documents.	
Fauji Security Services (Pvt) Ltd	100	72.71	-53,360	91.81	The bid of Fauji Security Services (Pvt) Ltd in combined evaluation (Technical & Financial) has achieved <u>91.81</u> scores, and is evaluated <u>at fourth position</u> as per evaluation criteria stipulated in the bidding documents.	

Signature:

Official Stamp:

Arif Zamaii Joint Director (Admin) Joint Director (Admin) Joint Director (Admin) Competition Commission of Pakistan Government of Pakistan



SERVICES CONTRACT

THIS CONTRACT FOR PROVISION OF SECURITY GUARDS (hereinafter referred to as the "Contract") is entered into 20th day of March, 2024, at Islamabad

BETWEEN

The Competition Commission of Pakistan (CCP), a body corporate established under the Competition Act, 2010, through Mr. Muhammad Waheed Khan, Deputy Director (Admin), holding CNIC No. 61101-7425976-7 hereinafter referred to as the "Commission" and/or "Client"), of the first part;

And

M/s. Brothers Protection (Pvt) Ltd., through Col (R) Muhammad Mahroof, s/o Chaudhary Fazal Kareem, Chief Executive North, CNIC No. 37405-8490789-5 (hereinafter referred to as the "Security Agency" of the second part.

The Commission and Security Agency shall hereinafter collectively be referred to as the "Parties".

WHEREAS

- (a) The Commission has engaged the Security Agency to provide services of Security Guards for deployment in the Commission's office premises located in ISE Towers, Jinnah Avenue, Islamabad or at any other place within Islamabad as per Client's requirements, (hereinafter called the "Services");
- (b) The Security Agency, having represented to the Commission that it has the required professional skills, resources, financial stability, and personnel, has agreed to provide the Services on the terms and conditions set forth in this Contract;





Muhammad Waheed Khan
Deputy Director (Admin)
Deputy Director (Admin)
Competition Commission Pakistan
Islamabad

Contract Agreement

Reg:4269/19-03-2024

BROTHERS PROTECTION

With

COMPITITION COMMISSION OF PAKISTAN

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- (c) The mutual rights and obligations of the Commission and the Security Agency shall be as set forth in this Contract, in particular:
 - (i) the Security Agency shall carry out the Services in accordance with the provisions of the Contract; and
 - (ii) the Commission shall make payments to the Security Agency 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, 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) "Services" means services to be performed by the Security Agency for the purposes as described in this Contract and its Appendixes.

2. Scope of Service:

2.1 The Security Agency shall provide services of security guards as per requirements of the Commission, at the rates (inclusive of all taxes) on monthly payment basis for each guard, i.e., Rs.38,800/- for Ex-Armed Forces Personnel (with weapon), Rs.38,800/- for Ex-Armed Forces Personnel (without weapon), Rs.38,800/- for Civilian Guard (with weapon) and Rs.38,800/- for Civilian Guard (without weapon), for deployment/deputing with a duty of 12 hours daily to secure the premises as per instructions of the Commission. These rates are inclusive of all taxes, charges, profit, etc., and no separate amount will be

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Pouty Director (Admin)

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charged by the Security Agency on account of provision of services and for deployment of security guards.

2.2 The Security Agency will provide physically fit guards (Civil or Ex-Armed Forces with or without weapons) in proper uniform as per requirement of the Commission, for deployment at its premises.

3. Effective date of commencement:

3.1 The date of commencement of this contract shall be April 01, 2024, and the Security Agency shall be liable to deploy Guards from the effective date of Service Contract in light of the letter of Commencement of Services.

4. Duration/Period of Contract:

4.1 The Contract shall remain effective for a period of THREE YEARS counted from the date of effective date of commencement of Contract, unless terminated pursuant to clause 13 of the Contract. This Contract may be extended by the mutual consent of the parties.

5. Obligation of the Security Agency:

- 5.1 The Security Agency shall perform the services with due diligence and ensure the highest standards of professional competence and ethical integrity.
- 5.2 The Security Agency is an independent employer and all services rendered under this Contract are to be performed in such manner that it is understood that the performance of services by the Security Agency's employees shall be solely within the control of Security Agency.
- 5.3 The Security Agency shall strictly follow the instructions regarding minimum wages set by the Government of Pakistan applicable to Islamabad Capital Territory. All security guards deployed at the premises of the Commission shall be paid monthly wages, not less than the minimum wages fixed by the government of Pakistan from time to time.
- 5.4 The parties agree that the Security Agency's obligation under this Contract are to ensure that the Guards provided/deployed under this Contract shall faithfully and diligently perform their duties to protect the defined premises against any intruders/un-identified persons.
- 5.5 The Security Agency shall provide list of security guards along with necessary documents like, CNIC, character certificates, training certificates, retirement certificates or any other document, as and when demanded by the Commission.
- 5.6 During the period of leaves/absence or any medical ailment of any security guards, the Security Agency shall provide suitable replacement promptly, for such time period.
- 5.7 The Security Agency during the period of this contract, shall not involve in any contract, restrictions or obligations which are inconsistent with the

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execution of this Contract, or which may interfere with the performance of services by the Security Agency under this contract.

- 5.8 The Security Agency shall not assign this Contract or sub-contract any portion of it to any other person without the Commission's prior written consent and approval.
- 5.9 The Security Agency and its deployed guards shall not, during the service period and or after its expiration or termination disclose to any third party any confidential information relating to the affairs/activities of the Commission or this Contract, without the prior written consent of the Client. The Commission's determination with regard to what constitutes confidential information shall be final.

Obligation of the Client:

- 6.1 The Client shall designate/authorize a well conversant officer to liaise with the Security Agency for effective and efficient performance of services under this contract.
- 6.2 In case Government impose or revise any tax after the effective date of Contract on provision of services of Security Guards, the difference will be adjusted/paid accordingly.
- 6.3 In case Government increases/revises minimum wages after the effective date of Contract applicable on the services of Security Guards in Islamabad Capital Territory, the difference will be adjusted/paid accordingly.
- 6.4 Upon the expiry/termination of this contract, the Security Agency will be permitted to remove all apparatus and equipment (if any), which may have placed at the premises secured by the Security Agency.

7. Payment Method/Schedule:

- 7.1 In consideration of the services of security guards provided by the Security Agency as per clause 2.1 of this Contract, the Commission will make payment to the Security Agency on monthly basis (after expiry of month), before 15th date of each month at the tendered/revised rate, upon receipt of bills.
- 7.2 Tax deductions will be made in accordance with the laws governing the provision of Security Services in the Islamabad Capital Territory.

8. Performance Security:

- 8.1 The Security Agency has furnished Performance Security of Rs.200,000/- (two hundred thousand only) in the shape of (i) CDR / Ref No.109139702, dated 24-01-2024 of Rs.50,0000/- and (ii) CDR/Ref No.109139733, dated 19-03-2024 of Rs.150,000/-.
- 8.2 The performance security will be released/returned to Security Agency upon receiving their request, within 28 days after successfully completion of the Contract. The performance security shall be forfeited in the event of failure of the Security Agency to comply with the obligations stipulated in the Contract.

Muhammad Waheeu (Admin)
Muhammad Waheeu (Admin)
Deputy Director (Admin)
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Gavernmen of Pakistan
Islamabad

9. Force Majeure:

- 9.1 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.
- 9.2. 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 9.1 or delays arising from such event.
- 9.3 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.

10. Notices or Requests:

10.1 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:

Director General (Admin)

Address:

Competition Commission of Pakistan 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

Name:

Col (R) Muhammad Mahroof,

Security

Chief Executive Officer North, Brothers Protection

Agency: (Pvt) Ltd.,

Address: Do

Doctor Plaza, 1st Floor, Jinnah Boulevard

(West), GT Road, Gate-I, DHA-II, Islamabad.

Phone: Email: 0321-5187489

11. Appendices:

- 11.1 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:
 - a. Letter of Intent/Acceptance
 - Financial Bid
 - Letter of Commencement of Services.

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12. Indemnification:

- 12.1 The Security Agency 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 laws, instructions, SoPs, etc., of any third parties by the Security Agency, or its personnel, in the course of the provision of services.
- 12.2 The Security Agency 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 Security Agency or its personnel.

13. Termination:

- 13.1 The Commission, by written notice to the Security Agency terminate, this Contract;
 - (a) if the Security Agency breaches any of its material obligations under this Contract, which inter alia include performance of Services up to the satisfaction of Commission, 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 Security Agency, in the judgment of the Commission, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for or in performing the Contract.
 - (c) The Security Agency may terminate this Contract if the Client fails to make payment of services of security guards, within 45 days of receipt of notice of payment.

14. Dispute Settlement:

- 14.1 In case of any disagreement, difference or dispute between the Parties regarding performance of this Contract or whether Services are being provided 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.
- 14.2 Any disagreement, difference or dispute which cannot be amicably settled or resolved between the Parties as provided in 14.1 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.

15. Authorized Representative:

15.1 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

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behalf of the Client by Mr. Muhammad Waheed Khan, Deputy Director (Admin), and Security Agency or on its behalf by Mr. Muhammad Arif s/o Khadim Hussain, who is duly authorized in this regard.

16. Variation of Contract:

16.1 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 Contract to be signed in their respective names as of the day and year above written.

For and on Behalf of CCP: For and on behalf of Security
Agency:

Name: Mr. Muhammad Waheed Khan, Designation: Deputy Director (Admin)

CNIC: No.61101-7425976-7 Address: 9th Floor, ISE Towers, Jinnah Avenue, Islamabad.

> Muhammad Waheed Khan Deputy Director (Admin) Competition Contacts on of Fakistan Government of Pakistan

Name: Col (R) Muhammad Mahroof, Designation: Chief Executive Officer North,

CNIC No.37405-8490789-5

Address: Brothers Protection (Pvt)

Ltd.,

Doctor Plaza, 1st Floor, Jinnah Boulevard (West), GT Road, Gate-I,

DHA-II, Islamabad.

WITNESSES:

CCP, 9th Floor, 15R. 18b.

2. Muhammad F

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