



COMPETITION COMMISSION OF PAKISTAN
Government of Pakistan

Tender No. CCP-Admin-96

INVITATION TO BID

FOR HIRING SERVICES OF SECURITY AGENCY FOR PROVISION OF SECURITY GUARDS

The Competition Commission of Pakistan (CCP), an autonomous organization invites sealed Bids (Technical and Financial) from renowned Security Agencies, registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for Provision of Services of Security Guards.

Bidding documents, containing detailed terms and conditions, etc., can be collected from the CCP's office 9th Floor (South), ISE Towers, Jinnah Avenue, Islamabad. Price of the bidding documents is Rs.500/- (five hundred rupees only) (Non Refundable). Bidding documents can also be downloaded from CCP's website www.cc.gov.pk free of cost.

The Bids, prepared in accordance with the instructions provided in the bidding documents, must reach at CCP, 9th Floor (South), ISE Towers, Jinnah Avenue, Islamabad, on or before **January 25, 2024**, up to **03:00 p.m.** Bids will be opened the same day at **03:30 p.m.** This advertisement is also available on PPRA's website at www.ppra.org.pk.

Convener, Procurement Committee,
CCP, 9th Floor (South), ISE Towers, Jinnah Avenue, Islamabad.
Tel:+92-51-9100260-3, Fax: +92-51-9100236
Email: ihaq@cc.gov.pk


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

BIDDING DOCUMENTS

Hiring Services of Security Agency

For

Provision of Security Guards




**COMPETITION COMMISSION OF PAKISTAN
GOVERNMENT OF PAKISTAN
9TH FLOOR, ISE TOWERS, JINNAH AVENUE,
ISLAMABAD.**

Tel: 0092-51-9100260-63, 9100265, Fax: 0092-51-9100236


Arif Zaman
Joint Director (Admin)
Competition Commission of Pakistan
Islamabad

Contents:

	Page #
Advertisement/Notice for Invitation to Bid	1
SECTION I: INVITATION TO BID AND INSTRUCTIONS TO BIDDER	4-11
Invitation to Bid.....	4
Introduction	4
Instructions to Bidders	4-10
APPENDIX-A: ELIGIBILITY REQUIREMENTS CHECKLIST	11
SECTION-II: BIDDER'S CORPORATE INFORMATION FORM	12
SECTION-III: TECHNICAL EVALUATION CRITERIA	13
SECTION-IV: FORMATS/FORMS.....	14-18
SECTION-V: PRICE SCHEDULE/FINANCIAL BID SUBMISSION FORM	19
SECTION VI: DRAFT CONTRACT.....	20-26
SECTION-VII: BID SUBMISSION LETTER FORMAT.....	27


Arif Zaman
Joint Director (Admin)
Competition Commission of Pakistan
Government of Punjab

SECTION-I

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS Tender No. CCP-Admin 96

1. Invitation to Bid:

1.1 The interested and eligible well reputed government registered Security Agencies/firms/companies, etc, are requested to carefully go through the Bidding Documents and submit Bids (Technical and Financial) for provision of services of Security Guards, as per bidding documents.

1.2 Introduction:

1.2.1 The Competition Commission of Pakistan (hereinafter referred to as "the CCP/Procuring Agency") is an independent body established on October 02, 2007 under the Competition Ordinance, 2007, which was later enacted as Competition Act, 2010. The Competition Act prohibits undertakings from abusing a dominant position in the market, participating in anti-competitive agreements, and resorting to deceptive marketing practices that could result in a transaction based on incorrect or inaccurate information. It also reviews mergers between undertakings that could result in impediments to effective competition.

2. Instructions:

2.1 The Procuring Agency intends to hire services of Security Agency for Provision of Security Guards for its headquarters located at 3rd, 7th, 8th and 9th Floors, of ISE Towers, Jinnah Avenue, Islamabad, or at any other place in Islamabad as per requirement of the Procuring Agency.

2.2 The method of procurement will be **Single Stage Two Envelopes, (Quality and Cost Based Selection)**, as per PPRA Rules.

2.3 All costs associated with the preparation and submission of bids, documents etc., will be borne by the Bidders, and Procuring Agency will not be liable for any cost incurred therein, or to entertain any reimbursement claim.

2.4 Bidders must possess relevant experience, personnel, resources, financial stability, etc., for efficiently performing services as per bidding documents/contract.

2.5 The Technical Bids of the eligible bidders shall be evaluated for Technical Qualification in light of the evaluation criteria and score/marks system specified in Section-III. Only Technically qualified bidders who will secure passing marks in Technical Evaluation will be eligible to participate in further procurement process. The Financial Bids of technically disqualified bidders will be returned un-opened.

2.6 CCP reserves the right to cross-check and verify the information provided by the Bidders, through any source. If any false, materially

inaccurate, or incomplete information is found at any stage, the Bidder shall be disqualified.

2.7 CCP reserves the right to reject any bid or drop the procurement process at any time prior to signing of service contract as per Rule 33 of PPRA Rules.

2.8 The bids (technical and financial) must be submitted containing all required information as per prescribed formats given in the Bidding Documents.

2.9 Bidding documents can be collected from the CCP's office 9th Floor (South), ISE Towers, Jinnah Avenue, Islamabad. Price of the bidding documents is Rs.500/- (five hundred rupees only) (Non Refundable). Bidding documents can also be downloaded from CCP's website www.cc.gov.pk and PPRA website www.ppra.org.pk, free of cost.

3. Terms and Conditions/Requirements:

3.1 The security agency must have 24/7 running operations, based in Islamabad/Rawalpindi.

3.2 Around 05 to 10 security guards are required for deployment in the Procuring Agency for 12 hours daily, to guard/secure the premises currently located in ISE Towers, Jinnah Avenue, Islamabad. However, the Procuring Agency reserves the right to increase or reduce the number of security guards as per its requirements, and place of their deployment may also change from ISE Towers to any other place within Islamabad Capital Territory.

3.3 The security agency must possess valid Wireless License and should be able to provide Walkie Talkie Sets when required by the Procuring Agency.

3.4 The security agency must have licenses of automatic weapons and be able to provide on Procuring Agency's demand.

3.5 The security agency shall deploy trained, physically fit, neat and clean, uniformed guards. Bulky/overweight guards will not be accepted.

3.6 The security agency should mention separate rates for the services of Ex-Armed Forces guards and Civilian Guards. The rates for the guards with and without weapons should also be quoted as per Financial Bid Format.

3.7 The bid prices shall not be in violation of minimum wages set by the Government of Pakistan, otherwise the bids will be rejected.

3.8 Payment will be made on monthly basis by CCP through crossed cheque after receipt of invoice from the security company with whom the contract will be signed.

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Central Procurement Agency
Government of Pakistan
Islamabad

3.9 The security agency shall be responsible to provide services of security personnel (Ex-Armed Forces/Civilian Guards) against whom there is no disciplinary entry in record of service.

3.10 The security agency shall ensure availability of reserve security personnel. The security agency shall inform CCP in advance, in case of any replacement of security guard(s).

4. Eligibility Criteria:

4.1 The Bidder shall furnish mandatory documents/information as per **Appendix-A** to meet *inter alia* following eligibility criteria to participate in the procurement process. The bids of ineligible bidders will not be considered for evaluation (Technical and Financial). The financial bids of such bidders will be returned un-opened:

- 4.1.1 The bids should accompany an affidavit/undertaking on the non-judicial stamp paper of Rs.50/- or above; that (i) the Security Agency/Bidder 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 company is not under any stage of bankruptcy; and (iv) that the security agency shall abide by the minimum wage law and in case of any violation, the security agency will be liable to penalty legal action as deemed appropriate by the procuring agency.
- 4.1.2 Details of bidder's litigation/arbitration (if any).
- 4.1.3 Copies of NTN and GST/STRN certificates.
- 4.1.4 Proof of Active Taxpayer.
- 4.1.5 SECP registration or incorporation certificate,
- 4.1.6 Valid license/NOC, and other approvals from government agencies required to operate a Security Agency in Islamabad.
- 4.1.7 The bidder must have an operational office in Islamabad/Rawalpindi.
- 4.1.8 The authorized person to sign the bid/bidding documents, should be given power of attorney, and be attached with the bids.

5. Confidentiality:

5.1 Bidders shall not disclose any information relating to evaluation of Technical and Financial Bids and recommendations to other Bidders who have submitted bids for this assignment, or to any other person, until the signing of the Contract. Breach of confidentiality will attract clause **6** of bidding documents.

6. Fraud/Corrupt Practices:

6.1. Bidders shall adhere to the highest ethical standards in selection process as well as after signing of the Contract, and shall not involve in any kind of corrupt, collusive, fraudulent, coercive or obstructive practices. Such

127
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Joint Director (General)
Procurement Section
Government of Punjab

practices shall lead to disqualification of Bidders from selection process or termination of Contract, and blacklisting etc.

7. Preparation of Bids:

7.1 The bidder shall fill all fields of the forms as per prescribed formats and shall sign and stamp all documents. The bidder shall provide all supporting documents, brochures, agency profile, etc. Failure to submit bids as per CCP's Bidding documents and the Formats, may result in rejection of Bids.

7.1.2 The conditional Bid shall not be accepted.

7.2 The Technical and Financial Bids must be prepared as per following:

A. Technical:

- (i) The Technical Bid must be prepared in light of the Evaluation Criteria (Section-III) and Formats given in Section-IV for Technical evaluation and scoring.
- (ii) The Technical Bid should not include any information relating to Financial Bid.

B. Financial:

- (i) The Financial Bid must be prepared and submitted on the prescribed format of Section-V, and mention price/charges in Pak rupees adding up all applicable taxes, remunerations, profit, and other expenses.
- (ii) The Financial bid must be filled in permanent ink without overwriting, cutting, alterations, etc.

8. Bid Security

8.1 The bidder shall submit lump sum bid security of Rs.50,000/- (fifty thousand) along with Technical Bids. The currency of the Bid security shall be in Pak Rupees in the form of Pay Order/Demand Draft/Banker's Cheque of the specified amount in favour of Competition Commission of Pakistan. The Bid security shall remain valid up to bid validity period.

8.2. The Bid Security will be forfeited if the bidder withdraw its bid during the period of validity; and/or in the case of a successful bidder, if the bidder fails to submit performance security/guarantee or sign the contract within time stipulated in the Letter of Acceptance.

8.3. The bid security of unsuccessful bidders will be returned/refunded after entering into Contract with the successful bidder. However, bid security of successful/most advantageous bidder will be retained till furnishing of performance security.


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Competition Commission of Pakistan
Government of Pakistan

9. Performance Security/Guarantee

9.1 The successful bidder shall be required to deposit a "Performance Security/Guarantee" in the shape of Pay Order/Demand Draft/Banker's cheque/bank guarantee of Rs.200,000/- (rupees two hundred thousand only), as per letter of acceptance. If the bidder fails to deposit performance security/guarantee within the period stipulated in the letter of acceptance, the bid security shall be forfeited, and the Procuring Agency may consider second highest bidder for award of contract. The performance security shall remain valid for the period of contract, and will be released within 28 days after the successful completion of the contract.

10. Submission of Bids:

10.1 The Bidders or authorized representatives shall sign the original Bids (Technical and Financial) and put initials and stamp on all pages of the bidding documents. The authorized person should be given power of attorney in this regard, and be attached with the Bids.

10.2 The Technical Bid in original shall be placed inside sealed envelope, clearly mentioning as "TECHNICAL BID" and Bidder's name.

10.3 The Financial Bid in original shall be placed inside of another separate sealed envelope clearly marked as "FINANCIAL BID", with a warning that DO NOT OPEN WITH TECHNICAL BID.

10.4 Both the above envelopes of Technical and Financial Bids should be placed into one large envelope and sealed properly. Mention Bidder's name complete address, phone number of contact person. This envelope should reach the Procuring Agency as per clause 23 of the bidding documents. The bid received after the due time and date will not be entertained.

11. Evaluation of Technical Bid:

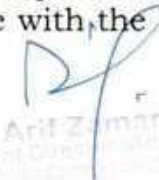
11.1 The Technical Bids shall be evaluated on the basis of their responsiveness to Bidding documents, as per Technical Evaluation Criteria score/marks system specified in Section-III. The bid which fails to achieve minimum 60 technical score/marks will be evaluated as technically non-responsive/disqualified. Financial bids of technically non-responsive/disqualified bidders will be returned unopened.

12. Opening of Financial Bid:

12.1 The Financial Bids of technically responsive Bidders achieving passing marks, shall be opened (on the date and time announced by the Procuring Agency) in the presence of the Bidders or their representatives who may wish to attend the opening session.

13. Evaluation of Financial Bid:

13.1 The Financial Bid of technically responsive Bidders will be reviewed to check whether the Bid is in accordance with the Format as per Section-V. If


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Government of Punjab

there is any error in calculation of taxes, the taxes shall be corrected/added as per rates announced by the Government.

13.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

13.3 Bidder shall be requested to accept correction of errors. Failure to accept the correction in accordance with clause 13.1 or 13.2 within 03 days, shall result in the rejection of the Bid. The Procuring Agency's decision in this regard shall be final.

14. Combined (Technical & Financial) Evaluation:

14.1 Quality and Cost Based Selection Method will be used for calculating total score. Weightage of the technical and financial scores will be added. The Bids achieving the highest score, in combination of technical and financial evaluation, will be evaluated as most-advantageous. The lowest financial Bid will be given 100 score. The financial score will be calculated as per following formula:

(i) **Sf=100xFm/F.** (Sf is financial score = Fm is lowest price, and F the evaluated price of Bid which is being considered)

The weightage for Technical and Financial Bids are as under:

Technical (T) = 70

Financial (P) = 30

Total score of Technical and Financial will be calculated as per following formula:

S=St x T% + Sf x P%. (S is total score = St is technical score x T the weight of technical score + Sf financial score x P the weight of Financial Bid).

15. Validity of Bids (Technical and Financial):

15.1 The validity of Bids shall be 60 calendar days counted from the date of opening of Bids.

15.2 The validity of Bids may be extended in accordance with relevant provisions of PPRA Rules.


15.3 During the above cited validity period, and extended period (if any) the Bidders must remain available on the quoted price in the Financial Bid.

16. Language:

16.1 The correspondence, Bids (Technical and Financial) will be written in English language. The language of supporting documents like brochures, profile etc., of the security agency may be in English/Urdu or both.

17. Clarification and Amendments of Bidding Documents:

17.1 The Bidders may request for clarification in writing through email or fax regarding bidding documents not later than five (05) days prior to the deadline


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Government Procurement Agency
Islamabad

of Bid submission. If any change is made in the bidding documents, the revised copy of the documents will be provided/uploaded on CCP and PPRA websites for information of all bidders.

18. Contract Negotiations:

18.1 After opening of Technical and Financial Bids, the Procuring Agency and highest ranked Bidder may hold a session to discuss contract. The Procuring Agency may consider modifications in the proposed Contract and requirements based on suggestions of the Bidder.

19. Negotiation with 2nd highest ranked bidder:

19.1 In case the highest ranked Bidder fails to furnish Performance Security/Guarantee as per clause 9.1 of bidding documents, or refuses to provide services before signing of Contract, the Procuring Agency may negotiate with the 2nd highest ranked Bidder, if deemed appropriate.

20. The redressal of grievance:

20.1 The complaints of the bidders (if any) will be addressed in accordance with PPRA rules.

21. Proposed Contract:

21.1 A copy of the draft contract specimen is placed at Section VI, which will be signed with the most advantageous Bidder, subject to any change as per clause 18 of contract negotiations.

22. Collection of documents:

22.1 Interested applicants may obtain the Bidding Documents from CCP's office on payment of Rs.500/- (five hundred rupees) (non-refundable) or may download from websites of CCP www.cc.gov.pk, or PPRA www.ppra.org.pk, free of cost.

23. Bids submission & opening date, time and place:

23.1 The Bids complete in all respect along with required documents in accordance with instructions contained in Bidding Documents must reach the undersigned at the given address by **January 25, 2024 up to 03:00 P.M.** The Technical Bids will be opened on the same date and venue at **03:30 P.M** in the presence of applicants or their authorized representatives, who wish to attend.

Convener, Procurement Committee
Competition Commission of Pakistan,
9th Floor (south), ISE Towers,
Jinnah Avenue, Islamabad

Phone: 0092-51-9100260-63, Fax: 0092-51-9100236

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Convener, Procurement Committee
Competition Commission of Pakistan,
9th Floor (south), ISE Towers,
Jinnah Avenue, Islamabad

Eligibility Requirements

Sr#	Details of Eligibility Criteria (a)	documents required to assess eligibility (b)	Whether documents as per Col.b are attached Yes/No (c)	
			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.	Provide affidavit/undertaking on non-judicial paper duly signed and stamped by the authorized representative.		
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.	Authority letter/Power of Attorney on letter head of the company/firm or on 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.


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 Competition Commission of Pakistan
 Government of Sindh
 Islamabad

SECTION - II

FORMAT

BIDDER'S CORPORATE INFORMATION FORM

S#	Required details of bidders	Response of bidders
1.	Name of bidder (business/company):	
2.	Names of Owner(s)/Directors	
3.	Constitution or legal status of Bidder's company/firm/agency	
4.	Place of registration and Principal place of business	
5.	Operational office address in Islamabad/Rawalpindi:	
6.	Name of authorized Signatory for the bid submission	
7.	Name, address, telephone, fax, mobile and email of authorized person/focal person.	

8. Information regarding any litigation, current or within the last 03 years, in which the Bidder is or has been involved (if any):

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

(Signature)
Authorized signatory of Bidder


Arif Zaman
Joint Director (Legal)
Competition Commission of Pakistan
Islamabad

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 average annual turnover should be around 10 million rupees or above, during last 03 years. Maximum Marks: 30	Annual turnover of 10 million or above = 30 marks Annual turnover between 07 to 10 million = 20 marks Annual turnover between 04 to 07 million = 10 marks Annual turnover below 04 million = 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).


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 Competition Commission of Pakistan
 Government of Pakistan
 Islamabad

SECTION - IV

FORMATS/FORMS FOR TECHNICAL EVALUATION



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Computer Center, Government of Punjab
Lahore

DETAILS OF BIDDER'S EXPERIENCE

Year of Registration	Type of works/Services provided	Year	Notable clients

Name, Sign and Stamp of Bidder


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Joint Director (Admin)
Construction Control Department
Government of Punjab

**DETAILS OF CONTRACTS OF FIVE MILLION OR ABOVE RUPEES
COMPLETED/ON-GOING IN LAST 05 YEARS**

Name of Procuring Agency	Type of services provided	Year of completion/ or in process	Contract Price

Name, Sign and Stamp of Bidder


Arif Zaman
Commissioner
Government of Punjab
Government of Punjab
Government of Punjab

ANNUAL TURNOVER OF BIDDERS IN LAST 03 YEARS

Type of Services provided	Year	Annual turnover in rupees (million)

Name, Sign and Stamp of Bidder



Arif Zaman
Joint Director
Corporate Control & Regulation
Government of Punjab
10000000

PERFORMANCE CERTIFICATES FROM CLIENTS

Type of Services provided	Year of completion	Name of Procuring Agency	Performance Certificates attached
			YES/NO
			YES/NO
			YES/NO
			YES/NO
			YES/NO
			YES/NO

Name, Sign and Stamp of Bidder


Art Zaman
[Faint stamp text]

SECTION - V
PRICES SCHEDULE/FINANCIAL BID SUBMISSION FORM

S#.	(a)	(b)	(c)	(d)	(e)
	Description of Security personnel	Rate per guard per month in PKR*	Taxes PKR	Rate per month including tax per guard in PKR (b+c)	Remarks (if any)
1.	Ex-Armed Forces Personnel without weapon				
2.	Ex-Armed Forces Personnel with weapon (type of weapon) _____				
3.	Civilian Guard without weapon				
4.	Civilian Guard with weapon (type of weapon) _____				

*PKR stands for Pakistani Rupees.

Signature and stamp of authorized signatory: _____

Name and Title of Signatory: _____

Name of Bidder: _____


 Arif Zaman
 Joint Director (General)
 Government of Sindh
 Karachi

SECTION-VI

SERVICES CONTRACT

THIS CONTRACT FOR PROVISION OF SECURITY GUARDS (hereinafter referred to as the "Contract") is entered in to this (date) at Islamabad

BETWEEN

The Competition Commission of Pakistan (CCP), a body corporate established under the Competition Act, 2010, through _____ CCP, CNIC _____ (hereinafter referred to as the "Commission" and/or "Client"), of the first part;

And

_____ through _____ (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;
- (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.


Arif Zaman
Joint Director (Personnel)
Competition Commission of Pakistan
Government of Pakistan
Islamabad

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:

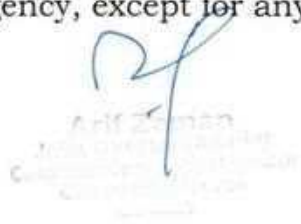
1. Definitions:

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) "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 5 to 10 security guards at the agreed rates (inclusive of taxes) as per Financial Bid (on monthly payment basis) i.e., Rs. _____ for Ex-Armed Forces Personnel (with weapon), Rs. _____/- for Ex-Armed Forces Personnel (without weapon), Rs. _____/- for Civilian Guard (with weapon) and Rs. _____/- 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 include all taxes, charges, profit, etc., and no separate amount will be charged by the Security Agency, except for any change as per Clauses 6.2 and 6.3 of this Contract.

A handwritten signature in blue ink is written over a circular official stamp. The stamp contains text in Urdu, including the name 'Arif Zaman' and the title 'Chief Executive Officer'. The signature is written in a cursive style.

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 the date of signing of this contract by the Parties. The Security Agency shall be liable to deploy Guards within 07 days after issuance of 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 signing/effective date of Contract, unless terminated pursuant to clause 13 of the Contract.

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

Arif Zahid
Joint Director (Admin)
Competition Commission for Sindh
Government of Sindh
Karachi

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.

6. 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, the difference will be adjusted/paid accordingly, subject to the approval of Client's competent authority.

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 quoted/revised rate, upon receipt of bills.

7.2 The tax will be deducted as per Laws applicable 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 _____ (pay order/demand draft/banker's cheque or bank security) _____ (scheduled bank of Pakistan).

8.2 The performance security will be refunded/returned to Security Agency within 28 days of the date of completion of the Contract. The performance security shall be forfeited in the event of failure of the Security Agency to comply with the obligations under the Contract.

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:	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	Name:
Security	Address:
Agency:	Phone:
	Email:

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. Zafar
Joint Secretary
Competition Commission of Pakistan

- a. Financial Bid
- b. Letter of Acceptance
- c. Letter of Commencement of Services.

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.

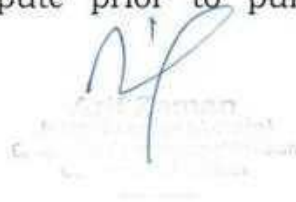
13. Termination:

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.

A handwritten signature in blue ink is written over a circular official stamp. The stamp contains text in Arabic, including the name 'Abdullah Al-Mansour' and the title 'Secretary General'. The signature is a stylized cursive script.

SECTION-VII

**TECHNICAL AND FINANCIAL BIDS SUBMISSION LETTER
(FORMAT)**

Ref. _____

Date: _____

To:

Convener,
Procurement Committee,
Competition Commission of Pakistan,
9th Floor, ISE Towers, Jinnah Avenue,
Islamabad.

Reference CCP's Invitation to Bid advertised in newspaper
_____ on _____ for hiring Services for Security
Agency for provision of Security Guards.

We are pleased to submit "Technical Bid" and "Financial Bid" for
provision of security services.

The Technical and Financial Bids along with Bid Security shall be
binding upon us upto expiration of the validity period of the Bids and/or
extended period of time (if any), as per Bidding Documents.

Yours sincerely,

Authorised Signatory's Signature: _____

Name: _____

Address: _____

