CONTRACT AWARD PROFORMA - I

- ➤ NAME OF THE ORGANIZATION/DEPTT. Securities and Exchange Commission of Pakistan
- > FEDERAL / PROVINCIAL GOVT. Federal
- > TITLE OF CONTRACT Hiring of Janitorial Services
- > TENDER NUMBER **T# 01 (ii) /23-24**
- > BRIEF DESCRIPTION OF CONTRACT Hiring of Janitorial Services for

SECP Head Office and all CRO Offices

- > TENDER VALUE **Rs.16,050,960**
- ENGINEER'S ESTIMATE NA (for civil Works only)
- ESTIMATED COMPLETION PERIOD 12 weeks
- > WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? YES
- ➤ ADVERTISEMENT :
 - (i) PPRA Website 01-August-2023, TS516743E
 - (ii) News Papers 03-August-2023, Business Recorder & Daily Express
- TENDER OPENED ON (DATE & TIME) 11:30 AM on 18-August-2023
- > NATURE OF PURCHASE Local
- > EXTENSION IN DUE DATE (If any) No

1 sect 291227. 9

A-2

- ➤ NUMBER OF TENDER DOCUMENTS SOLD N/A (provided free of cost)
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/ TENDER DOCUMENTS YES (Enclosed) (Also, details are available on link https://www.secp.gov.pk/procurement/)
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS YES (Enclosed)

4	WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)			
	a)	SINGLE STAGE - ONE ENVELOPE PROCEDURE		
	b)	SINGLE STAGE - TWO ENVELOPE PROCEDURE TWO STAGE BIDDING PROCEDURE		
	d)	TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE		
	- F	PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS		

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) NA
- WHO IS THE APPROVING AUTHORITY <u>Commission of the SECP</u>
- > WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING NA
- NUMBER OF BIDS RECEIVED 03
- ➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes
- ➢ WHETHER INTEGRITY PACT WAS SIGNED (NA)

CONTRACT AWARD PROFORMA – II

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER <u>Outriders Private</u>
 <u>Limited (OPL)</u>, <u>Address: 3rd Floor, Golden Heights, Opposite High Court</u>
 <u>Multan.</u>
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID).
 - i. Outriders Private Limited (OPL)
 - ii. Pak Multi Services Pvt Ltd
 - iii. Irfan & Company
- NEED ANALYSIS (Why the procurement was necessary?) <u>Hiring of</u>
 Janitorial Services for SECP Head Office and all CRO Offices
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) NA
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes
- > DATE OF CONTRACT SIGNING Contract Signed on October 30, 2023.
- CONTRACT AWARD PRICE PKR16,050,960.
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS <u>Yes</u>, report has been shared with bidders through an email (report enclosed)
- ANY COMPLAINTS RECEIVED No
- > ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS **No**
- DEVIATION FROM QUALIFICATION CRITERIA No.
- SPECIAL CONDITIONS, IF Any <u>NA</u> (Give Brief Description)

Annex "C"

Evaluation Criteria

Evaluation of received bids will be carried out as per following criteria:

MUST Requirements:

Criteria:	MUST
Geographical Outreach. The offices should be in confirming use/areas as defined by the local authorities (Please provide proof of offices i.e. Lease agreement/Ownership document)	MUST
Name of area/region, addresses, contacts etc. The company should have its branch offices in Islamabad, Karachi and Lahore.	
Equipment & Other Factors (Please share detail of machines such as make and model)	MUST
Buffing and Polish Machines	
Heavy Duty Vacuum Cleaner	
Fumigation/ Dengue Spray Machines	

Technical Evaluation (Technical evaluation of firms shall be done only in case of meeting the must criteria as mentioned above)

Criteria:	Max Score
Particulars of the Bidder (100 Marks)	
Experience: Number of years of applicable experience of organization: (Two (2) marks for each year. Maximum marks for 10 years or plus experience.)	20
Satisfactory Performance Letter from existing clients 4 Marks per Letter	20
Janitorial Staff: Number of personnel on company roster (strength/deployment year-wise detail for last two years).	20
Over $2000 = 20$	
1000-1999 = 10	
999 or below = 5	
Assignments in Hand: Bidder to provide references of similar services rendered (kindly attach proof such as agreements/ Purchase Orders):	20
10 > References = 20	
7 References = 15 or less	
4 References = 10 or less	
2 References = 05 or less	
ISO and Equivalent Certification (Facility Management Janitorial Services)	10
Proper Leave management system for janitors' staff (Please share methodology such as manual or electronic)	10
TOTAL	100

Note:

- Bids in compliance with MUST requirement and securing minimum 65 marks or more out of 100 Marks shall ONLY be considered for financial evaluation.
- Bids securing minimum 65 marks or more out of 100 Marks shall be considered at par/equivalent.
- Bid securing minimum 65 marks or more out of 100 Marks and quoting lowest Grand Total shall be selected.



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 01/23-24

Invitation to Bid

1. The Securities and Exchange Commission of Pakistan invites sealed bids from public sector companies/entities registered with the Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority (if applicable) for following:

Requirements	Tender Ref No.	
Hiring of Testing Services	T# 01 (i) /23-24	

2. The Securities and Exchange Commission of Pakistan invites sealed bids from service providers registered with the Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority (if applicable) for following:

Requirements	Tender Ref No.
Hiring of Janitorial Services	T# 01 (ii) /23-24

Interested service providers may get bidding document (s) containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, Terms of reference, evaluation criteria, clarification/rejection of bids etc. against above requirements from the undersigned free of cost and can also be downloaded from https://www.secp.gov.pk/procurement/

The bids prepared in accordance with the instructions in the bidding document (s), must reach undersigned on or before **August 18**, **2023** by 1100Hrs and will be opened on the same day at 1130Hrs

In case of any query, Admin Department may be contacted on Telephone No. 051-9195437/051-9195477 during office hours (Monday to Friday excluding Public Holidays)

Ayesha Saddiqua -Assistant Director (Admin) NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.

Annex "B"

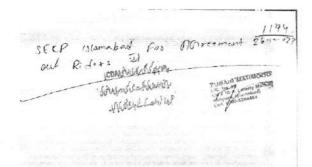
Financial Bid Submission Form

Rates must be quoted in following manner:

A	В	C	D	$E = C \times D$	$F = E \times 12$
S. No.	Services/Item	Strength Requirement	Rate Per month* (Rs.)	Total (Rs.)	Annual Cost (Rs.)
Head Office Islamabad	Janitors	17			
CRO, Islamabad	Janitors	2			
CRO, Karachi	Janitors	6			
CRO, Lahore	Janitors	5			
	Grand Total (R	s.)			

^{*}While ensuring the minimum wage as announced by the Federal/ Provincial Governments for FY 2023-24, the quoted rate(s) must be inclusive of all statutory payment and applicable taxes.

Further, the bidder shall be bound to provide breakup of the quoted price charges in same regard.



- 4-4. The Contractor shall be responsible for all acts or omissions of any of its staff or personnel working on the premises and fielde for any loss or damage and compensate the Commission accordingly.
- 4-5. The Contractor will be responsible to provide neat and clean uniforms (I set each for winter/summer season) including shoes to its staff / employees, to the complete satisfaction of the Commission. The Contractor will further ensure that its employees / staff deputed at the Commission are disciplined, competent, efficient and in good physical and mental health.
- 4-6. The staff / employees of the Contractor will be subject to personal search by the security staff of the Commission both at the time of entry and exit from the premises of the Commission.
- 4-7. The Contractor will be responsible for provision of all safety equipment to the staff / employees as required to be provided under the law and safety regulations peculiar to the requirements and will ressure that such equipment is properly used.
- 4-8. The Contractor will indomnify the Commission against all the damages or losses etc. that may be caused by his staff i employees due to any reasons including whatsoever including but not limited to theft, malignance and pilferage etc.
- 4-9. The work done and standard observed / maintained by the Contractor will be regularly checked, inspected and reviewed by the authorized officers of the Commission to ensure that the work is being done and standards are observed as per terms of the Agreement and agreed specification, who may issue or give such notice, advises or reminders to the Centractor as may be necessary for the proper execution of the Agreement.
- 4-10. The authorized officers of the Commission will at all the time have free access to all part of the work area where the work carried out by the Contractor is in progress. The Contractor will extend all possible help and facilitate as may be required by Commission.
- 4-11. The monthly invoice of the Contractor will be verified by authorized officer of the Commission to check whether the Contractor has fulfilled his obligations as per terms of the Agreement and the payment will be made to the Contractor accordingly.
- 4-12. The Commission will have the right to request the Contractor to remove any employee from the premises upon providing reasonable grounds in respect thereof to the Contractor (such grounds shall include to not be limited to misconduct and unauthorized absence from dury). The Contractor will depute another member from its staff at the premises with immediate effect after the alleged employee is removed on the request of the Commission.
- 4-13. The Contractor shall ensure that it obtains the necessary insurance coverage for its staff employees deputed at the premises for any loss or damage.

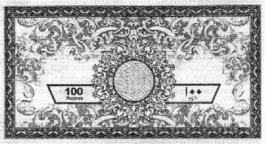
5- TERMINATION

- 5-1. This Agreement may be terminated by either party by providing thirty (30) days prior written notice to the other party if the other party is in material breach of its obligations under this agreement and the breach has not been remedied for a period of fifteen (15) days after the notice has been issued.
- 5-2. The Commission may terminate this Agreement forthwith if the services are not performed in accordance with this Agreement or to the satisfaction of the Commission.



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AGREEMENT

This agreement is made on this _0, _0 day of October 2023 ("Agreement"),

BY AND BETWEEN

Securities & Exchange Commission of Pakistan, a statutory body established in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997, having its Head Office at NICL Building, 63-14. Jinath Avenue, Islamabad, Pakistan thereinefter referred to as "Commission" which expression shall be deemed to include, where the context so permits, its successors in interests, administrators and permitted assigns) OF THE ONE PART;

And

Outrider Private Limited (OPL) having its registered office at 2" Floor, Golden Heights, Opposite High Court Multan, (Increinalter referred to as the "Contractor" which expression shall be deemed to include, where the context so permits, its successors in interests, administrators and permitted assigns) OF THE OTHER PART;

Commission and the Contractor may hereinafter individually be referred to as Party and collectively as Parties.

WHEREAS

- A- The Commission requires maintenance, cleaning and janitorial services ("Services") from a competent firm dealing in sanitation services for sanitation and cleaning of the Commission's premises at its Head Office and Company Registration Offices as provided in Schedule-B.
- B- The Contractor represents and warrants that it has the requisite expertise and resources to provide the services as required by the Commission.
- C- The Contractor has agreed and the Commission has approved the Services to be provided by the Contractor on the terms and conditions mentioned herein below.





NOW THIS AGREEMENT WITHNESSES AS FOLLOWS

1- DURATION

- 1-1. This Agreement will become effective as of 1st October 2023 and will remain in effect for a period of three years (the "Term") or until terminated in accordance with Article 5 & 7. The termination of this Agreement will not:
 - (a) Relieve either party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor.
 - (b) Cause either party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.
- 1-2 Prior to the expiration of the terms, this Agreement may be extended for a further period by mutual agreement between the parties, provided that, the parties must enter in to a mutual written agreement to extend the term. When used in this agreement, the phrase "the Term" shall refer to the entire duration of the Agreement.

2- SCOPE OF WORK

- 2-1. The Services to be provided by the Contractor under this Agreement shall be in accordance with Schedule-A.
- 2-2. The address and description of the location (Premises) on which the Services are required are mentioned in Schedule-B.

3- PAYMENT

- 3-1 In consideration of the clear, efficient and uninterrupted fulfillment of the services and other obligation of the Contractor under this agreement to the satisfaction of the Commission, the Contractor shall be paid total amount of Rs. 1,337,880/- Per Month (Rupees One Million, Three Hundred Thirty Seven Thousand, Five Hundred Eighty Only) in accordance with Schedule-C and subject to deduction if any.
- 3-2. The Commission will ensure timely payments within 30 days after the receipt of invoice from the commeter for each month.
- 3-3 Any payments made under this Agreement by the Commission shall be less any Government taxes which the Commission is authorized under the law to deduct.

4- CONTRACTOR OBLIGATIONS

- 4-1. The Contractor will provide efficient sanitation and cleaning services in accordance with the requirements and adequate standard of hygiene. The Contractor undertakes to provide these services to the full assistation of the Cortinusion and will necordingly earry out the necessary planning management and supervision of services.
- 4-2. The Contractor will engage its own employees / staff at the premises and employees / staff shall be physically and medically fit and have good moral conduct.
- 4-3. The Contractor will be exclusively responsible for the payment of the remuneration and all legal benefits to its staff / employees including compensation for death, injury etc., while performing the contractor's obligations under this Agreement and the Commission shall have no obligation or responsibility on any account whatsoever. However, periodic report related to statuary payments as and when required by Commission shall be shared



12- ENTIRE AGREEMENT

This Agreement along with the schedules constitutes the entire Agreement between the parties in respect of the subject matter hereof and supersedes all prior oral or written

SEVERANCE

If any one or more provisions of this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respects, such provision (a) shall be limited, modified or severed as necessary to eliminate the invalidity, illegality or unenforceability and all other provision of this Agreement shall remain unaffected.

Any notice, request or consent made pursuant to this Agreement shall be in writing ead shall be deemed to have been made when delivered in person to an authorized representative of the party to when the communication is addressed, or when sent by registered mail, facsimile or electronic mail to such party at the contact details detailed

TO THE COMMISSION:

Mr Hagnat Abmad Mr. Hasnat Anmad Director/Head of Department (Admin) Securities and Exchange Commission of Pakistan NIC Building 63, Jinnah Avenue, Islamabad Telephone: 051-9195221 E-mail: hasnat.ahmad@seep.gov.pk

TO THE CONTRACTOR:

Shiraz Rafique Regional Manager OUTRIDERS PVT LTD. F-14, First Floor, Irshad Arcade, Ashpara, lslamabad. Telephone: 051-2624750, Cell: 0321-5620662 E-mail: shr789@gmail.com. shimz@outriderspytltd.co

14-2. A Party may change its contacts details by providing notice thereof to the other party without having to amend this agreement in accordance with this article.

15- CONFIDENTIALITY

- 15-1. The Contractor undertakes and shall ensure the complete confidentiality of all and any information in respect of this agreement and the services stated herein, including without limitation the communication to and by SECP about any of its business information. Contractor shall not disclose any such information to any person.
- Contractor shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by SECP or which Contractor or any of its employees / staff may obtain directly or indirectly during the course of performance of this Agreement.



SCHEDULE-A:

SCOPE OF WORK

Scope of work is hereunder

DAILY TASKS

- Cleaning, sweeping and mopping all sress of the premises of SECP (HO) and three CROs (based in Islamebad, Lahore and Karachi) as per services under this agreement.

 Vacuum cleaning of all carpeted areas.

 Cleaning and dusting of all furniture, fixture, chairs, softis, tables, computers, computer desks, telephone, partitions, doors, pedestal fans, fire evilinguishers, fire aid boxes, electric switches / sockets / fixtures, blinds planters, racks, cabinets (steel / wooden) and filing cabinets or any other institled and removable fixture.

 Cleaning of glass curtain walls from inside with glint.

 Cleaning of glass windows from inside with glint.

 Cleaning of savate paper baskets under all desks.

 Collections, removal and disposal of waste and garbage

 Change of towels in wash rooms.

 Change of towels in wash rooms.

 Change of tissues paper form the toilets.

 Refilling of soap dispensers

WEEKEND

- Glass cleaning.
 Bathrooms wall tiles, doors and floor washing with suitable chemicals.
 Light fixtures cleaning.
 Equipment dusting i.e. Computer, monitor, printer, telephone set, pedesial fans etc.
 Cob web removels.
 Blinds dusting
 Lobby Buffing and Polish
 Tables and chairs

MONTHLY

- Carpet, furniture upholstery, vertical blinds, fabric shampoo
- Fumigation

- Fumigation
 Building inspection.
 Lobby Buffing and Polish.
 Chairs all type (Washing and Cleaning)
 Tables all the types (Washing and Cleaning)
 Any job not covered in weekly program

CARPET/VERTICAL BLINDS SHAMPOOING /FUMIGATION

Curpet, furniture upholstery, vertical blinds, fabric shampooing and furnigation services, when required will be provided by the contractor free of cost.

DUTY HOURS

The concerned staff will perform their duties from 08:00 am to 06:00 pm daily (Monday to Friday) and 08:00 am to 01:00 pm on Saturday. The concerned staff will observe one-hour lunch break from Monday to Friday.



ARBITRATION

If any dispute arises at any time between the parties

- 6-1. The parties shall endeavor to resolve such differences amicably.
- In the event of that such differences cannot be resolved within a period of 15 days, matter shall be referred to the Departmental Head Admin of SECP, whose decision s be final and binding on both the Parties.
- The decision shall be final and binding on both the Parties however, the arbitrator will have any authority to award or make any ruling, finding or award that does not conforwith the terms and conditions of the Agreement.
- 6-4. The place of arbitration shall be Islamabad and the proceedings shall be governed by the provisions of the Arbitration Act, 1940. The language of arbitration shall be Islamabad.

7- FORCE MAJEURE

- Any failure or omission by any party to perform any obligation under this Agreement shall not be deemed a breach to the extent that such failure or omission is caused by any supervening event (event of the force majeure) beyond the rostonable control of party so effected (to include but not limited to sets of God, acts of Government, war explosions, terrorism, substage, natural disaster, rints, civil commotion, strikes, labor disputes and break down of communication system etc.) and which by the exercise of reasonable diligence could not be prevented or pravided against and effects of which by could not be overcome by reasonable expenditure.
- 7-2. The party so affected by an event of force majeure shall as soon as it becomes aware of the occurrence thereof, immediately notify the other party, the party so effected shall do all that is reasonably possible to remove or ameliorate the effect of such an event of force majeure. If all reasonable efforts fail or if the event of force majeure persists beyond a period of thirty (30) days, either party may terminate this agreement with immediate effect.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

AMENDMENT

This Agreement and schedules therete shall not be amended except by the mutual consent in writing of both the Parties.

10- ASSIGNMENT

The Contractor shall not assign this Agreement or any of its obligations hereunder, either in whole or any part, to any other person in any form or manner what so ever, without the prior written consent of the Commission.

11- WAIVER

The failure of any party to exercise any right or the waiver by any party of any breach, shall not prevent a subsequent exercise of such a right or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.



15-3. It shall keep strictly confidential any and all information that may divulge upon it or any of its personnel during the course of performance of this Agreement. It shall not disclose any such information to any person or allow utilization of the same in any person. The terms of confidentiality as applicable on the employees of the Commission in strms of SECP Act 1997 shall be applicable on all the staff and personnel of Contractor working in the reaction.

16- RELATIONSHIP

The Parties hereby agree that no terms of this agreement shall be construed as to portray and employer-employee relationship between the Parties and that both the Parties are acting independently and at their entire discretion.

17- SCHEDULES & ANNEXURE

Any and all schedules and annexure to this Agreement shall be deemed to be an integral part of this agreement and shall be construed accordingly.

In witness hereof, the parties hereto have executed this Agreement on the date and at the place first shape mentioned



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SCHEDULE -B:

ADDRESS AND DESCRIPTION OF PREMISES

LOCATION	DESCRIPTION		
	Approximate Area	57,820 sq.ft.	
	Floors	13	
Hend office and Archive Centre, Islamabad	Bathrooms	43	
	Staff Requirement	Janiters = 17	
	Approximate Area	8,593 sq.ft.	
	Floors	01	
Company Registration Office Islamabad	Bathrooms	02	
	Staff Requirement	Janitors = 02	
	Approximate Area	27,422 sq.ft.	
	Floors	02	
Company Registration Office Karachi	Bathrooms	16	
	Staff Requirement	Janitors = 06	
	Approximate Area	15,582 sq.ft.	
5	Floors	02	

Bathrooms Staff Requirement



Page 9 of 10

Janitors = 05

OTHER REQUIREMENTS

- Contractor should have group insurance for its employees and must be registered with EOBI, Social Social Socials, and the minimum wages must be paid, set by the Govt, of Pakistan. Appropriate loave system for the Janior Le, medical loave etc. Any other benefit provided by the Company would be considered as an edge and advantage.
- Contractor will be bound to provide the Janitorial services within 7 days after issuance of work order.
- 3. Contractor will be fully responsible in case of theft, or damage caused by the janitorial staff.
- Janitorial services are provided six days a week and in case of absence of janitor contractor
 would be bound to provide the replacement or otherwise appropriate deduction will be made
 from his monthly bill.
- Contractor shall ensure that proper dress code with name tag is observed by all junitors.
 Moreover, management of the junitorial staff will be the responsibility of the contractor.
- Contact person of the contractor shall visit the Admin Department of SECP once a week to obtain feedback, however in case of emergency the visit can be obtained upon call/request.
- Janitorial staff deputed once, shall not be changed during the contract period without consent of the Admin Department. However, in case of any complaint of the staff, the contractor will provide a replacement within 12 hours.
- 8 Carpet and furniture upholstery shampon and furnigation would be done at least once a month and vertical blinds cleaning (web/dry) as and when required shall be part of the package.
- Timings will be observed from 8.00 am to 6:00 pm including 1 Hr lunch break. The daily cleaning schedule would be prepared in consultation with Admin. Representative in order to utilize the janitorial staff more effectively and efficiently.
- 10. The services required and janitor strength may vary i.e. increase/decrease, according to SECP



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SCHEDULE -C:

BREAKUP OF JANITORIAL SERVICES CHARGES

S. No.	SERVICES/ITEM	Strength	Rate Per	Total Per	Annual
Head Office , Islamabad		Requirement	Month* (Rs.)	Month (Rs.)	Cost (Rs.)
1	JANITORS	17	44,586.00	757,962.00	9,095,544.00
	RO Islamabad				
2	JANITORS	02	44,586.00	89,172.00	1,070,064.00
	CRO Karachi				
3	JANITORS	06	44,586.00	267,515.00	3,210,192.00
1,000	CRO Lahore				
4	JANITORS	05	44,586.00	222,930.00	2,675,160.00
G	RAND TOTAL	30		1,337,580.00	16,050,960.00



EVALUATION REPORT - FINAL (As Per Rule 35 of PP Rules, 2004)

1.	Name of Procuring Agency	Securities and Exchange Commission of Pakistan
2.	Method of Procurement	Single Stage Two Envelope Method
3.	Title of Procurement	Invitation to Bid – Hiring of Janitorial Services
4.	Tender Inquiry No.	T# 01(ii) /2023-24
5.	PPRA Ref. No. (TSE)	TS516743E
6.	Date & Time of Bid Closing	August 18, 2023, 1100Hrs
7.	Date & Time of Bid Opening	August 18, 2023, 1130Hrs
8.	No. of Bids Received	03
9.	Criteria for Bid Evaluation	As per Bidding Document.
10.	Details of Bid Evaluation	 Compliant to MUST Requirements and

- Bids securing minimum 65 marks or more out of 100 Marks shall ONLY be considered for financial evaluation.
- Bids securing minimum 65 marks or more out of 100 Marks shall be considered at par/equivalent.
- Bid securing minimum 65 marks or more out of 100 Marks and quoting lowest Grand Total shall be selected.

S. No.	Bidder Name	Technical Evaluation - Marks Obtained 65 or more out of 100 (Yes/No)	Quoted Annual Total Amount (in PKR)	Rule/Regulation/SBD*/P olicy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.	
1.	Outriders Private Limited	Yes	16,050,960	Compliant to technic evaluation criteria.	
2.	Pak Multi Services Private Limited	Yes	17,135,052	Bids secured 65 marks or more out of 100 Marks. therefore shall be	
3.	Irfan and Company	Yes	17.801.640	considered for financial evaluation and at par/equivalent.	

Most Advantageous Bid: Outriders Private Limited

Any other additional / supporting information, the procuring agency may like to share. Nil

In case of any query, please send email arshad.kamal@secp.gov.pk

Note: Redressal of grievances and settlement of disputes shall be dealt under PPRA Rules. Any bidder feeling aggrieved by any act of the Commission/agency after the submission of his bid may lodge a written complaint concerning his grievances not later than five days after the announcement of this evaluation report.

CONTRACT AWARD PROFORMA - I

- NAME OF THE ORGANIZATION/DEPTT. Securities and Exchange Commission of Pakistan
- > FEDERAL / PROVINCIAL GOVT. Federal
- > TITLE OF CONTRACT Renewal of Kaspersky Endpoint Security for Business (Antivirus) Solution's Licenses and Integration of Kaspersky Managed Detection & Response (MDR OPTIMUM) Service
- > TENDER NUMBER <u>T# 02 (ii) /23-24</u>
- > BRIEF DESCRIPTION OF CONTRACT Renewal of Kaspersky Endpoint
 Security for Business (Antivirus) Solution's Licenses and Integration of Kaspersky
 Managed Detection & Response (MDR OPTIMUM) Service
- > TENDER VALUE Rs. 17 M
- ENGINEER'S ESTIMATE NA (for civil Works only)
- ESTIMATED COMPLETION PERIOD <u>12 weeks</u>
- > WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? YES
- > ADVERTISEMENT:
 - (i) PPRA Website 28-August-2023, TS518953E
 - (ii) News Papers 30-August-2023, The Nation & Daily Express
- > TENDER OPENED ON (DATE & TIME) 11:30 AM on 14-September -2023
- NATURE OF PURCHASE Local
- > EXTENSION IN DUE DATE (If any) No-

Annex B-2

- NUMBER OF TENDER DOCUMENTS SOLD N/A (provided free of cost)
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/ TENDER DOCUMENTS YES (Enclosed) (Also, details are available on link https://www.secp.gov.pk/procurement/)
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS YES (Enclosed)

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

a)	SINGLE STAGE - ONE ENVELOPE PROCEDURE	
b)	SINGLE STAGE - TWO ENVELOPE PROCEDURE.	✓
c)	TWO STAGE BIDDING PROCEDURE.	

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) NA
- WHO IS THE APPROVING AUTHORITY Commission of the SECP

TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE.

- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING NA
- > NUMBER OF BIDS RECEIVED 03

d)

- > WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes
- ➤ WHETHER INTEGRITY PACT WAS SIGNED (YES)

CONTRACT AWARD PROFORMA – II

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02
 - NAME AND ADDRESS OF THE SUCCESSFUL BIDDER <u>Trillium Information</u> <u>Security System, Address: 10th Floor, AWT Plaza, 5 The Mall, Rawalpindi, Pakistan.</u>
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID).
 - i. Trillium Information Security System
 - ii. Relacom Services Private Limited
 - NEED ANALYSIS (Why the procurement was necessary?) Renewal of Kaspersky Endpoint Security for Business (Antivirus) Solution's Licenses and Integration of Kaspersky Managed Detection & Response (MDR OPTIMUM) Service
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) NA
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes
- DATE OF CONTRACT SIGNING PO enclosed.
- CONTRACT AWARD PRICE Rs. 17,089,301/-.
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS <u>Yes</u>, report has been shared with bidders through an email (report enclosed)
- ANY COMPLAINTS RECEIVED No
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS No
- DEVIATION FROM QUALIFICATION CRITERIA No
- SPECIAL CONDITIONS, IF Any <u>NA</u> (Give Brief Description)

Annex "A"

Renewal of Kaspersky Endpoint Security for Business (Antivirus) Solution's (EDR) Licenses and Integration of Kaspersky Managed Detection & Response (MDR OPTIMUM) Expert Service on top of the EDR.

The Scope of the RFQ covers the following four areas:

Ref#	Section-A: Bill of Quantities	Quantity	Duration
4.	Renewal of Existing License Kaspersky Total Security for Business on prem (For Workstations, File Servers, Internet Security and Mail Security etc.)	775	1 Year (Existing License Details): Date of License: (03-01-2023) Expiration Date: (03-01-2024)
5.	Kaspersky Managed Detection & Response (MDR OPTIMUM) Services on top of the Kaspersky Total Security for Business .	775	Date of License: The license start dates should be valid from the date of PO Issuance. Expiry Date: Should be same as KAV total security solution date after renewal.
6.	After sales technical support for Kaspersky Total Security for Business & Kaspersky MDR Optimum Solution via phone and email from (9:00am to 5:00pm, Monday to Friday) for whole license duration.	2 (hajaa) 2029 and 1	• 1 Year

Ref#	Section-B: Bidder Requirements	Requirement	Compliance (Yes/No)	Comment /Ref of the proposal's page#
1.	Bidder must be a reputable company and present in cybersecurity business for at least 03 years.	MUST		

	NOTE: Submit/attach PO's as proof.		
2.	Bidder must have highest level partnership with the proposed OEM holding a valid certificate. NOTE: Submit/attach Principal Partnership certificate, with the proposal as proof.	MUST	
3.	Bidder must be a registered entity in Pakistan holding Sales Tax and NTN certificates. NOTE: Please share documentary evidence.	MUST	
4.	Bidder must possess strong experience of implementation and supporting enterprises with similar requirement.	MUST	
5.	Bidder must have good standing and presence with support offices in the following cities (Karachi, Lahore, Rawalpindi/Islamabad)	MUST	- 14 Pr 12

Ref#	Section-C: Technical Evaluations	Requirement	Compliance (Yes/No)	Comment /Ref of the proposal's page#
1.	Renewal of Existing 775 License Kaspersky Total Security for Business on prem	MUST		
2.	Kaspersky Managed Detection & Response (MDR OPTIMUM) Services for 775 licenses on top of the Kaspersky Total Security for Business on prem	MUST		
3.	Any persons belonging to Indian and Israeli nationalities and their partners are considered unfavorable by GOP and hence the bidder must ensure that they are NOT deputed on SECP MDR OPTIMUM service.	MUST		
4.	The bidder must ensure that the EDR and MDR OPTIMUM solution/ service has no component that is Indian and/or Israeli make	MUST		

5.	The bidder must provide a certificate of conformance that there are no backdoors, eavesdropping, or remote access mechanisms in their offered product/solution.	MUST	
	NOTE: Any identified avenues for unauthorized access or data leakage may result in contract cancellation and blacklisting of the firm.	13. Ser. p.	
6.	The bidder must ensure that the MDR OPTIMUM service includes Managed Response automated response scenario prepared by service analyst.	MUST	
7.	The bidder must ensure that the MDR OPTIMUM service includes guided response which includes receiving recommendations from service analyst on how to respond to alerts.	MUST	18.2MX
8.	The bidder must ensure that the MDR OPTIMUM service includes automated prevention via existing solution used by the organization.	MUST	
9.	The bidder must ensure that the MDR OPTIMUM service provides access to the service analyst via service dashboard and email. Organizations resources shall also be given view-only access to MDR OPTIMUM portals.	MUST	
10.	The bidder must ensure that the service is able to activate on top of an existing Kaspersky endpoint protection software used by the organization without requiring any additional agent installation and/or replacing existing agent.	MUST	
11.	The bidder must ensure that the MDR OPTIMUM service is able to integrate with existing on-premises Kaspersky endpoint protection management server used by the organization, allowing single interface for protection monitoring and service management.	MUST	

12.	The bidder must ensure that the MDR OPTIMUM service includes; • 24x7 proactive security monitoring and investigation • MDR OPTIMUM web portal with dashboards & reporting • Access to Kaspersky SOC analysts • Immediate incident alerts • Retrospective incident analysis • Managed and guided incident response • Asset visibility and security health checks • Daily, weekly and monthly	MUST	
38	reporting; covering relevant KPIs, stats and analytics.		

Bid Evaluation Criteria:

- Bids NOT in compliance with any of the MUST requirement (s) in the evaluation criteria will NOT be evaluated.
- 2. Bids found in compliance with all of the MUST requirement (s) in the evaluation criteria will considered for technical and financial evaluation.
- Bids found in compliance with all of the MUST requirement (s) in the evaluation criteria and quoting lowest total price shall be awarded the contract.



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 02/23-24

Invitation to Bid

The Securities and Exchange Commission of Pakistan invites sealed bids from the authorized service providers/principal's authorized dealers/distributors/partners/resellers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for following requirements

S#	Requirements	Tender Ref No.
1.	Supply and Installation of Learning Management System for InfoSec Awareness & Training	T# 02 (i)/23-24
2.	Renewal of Kaspersky Endpoint Security for Business (Antivirus) Solution's Licenses and Integration of Kaspersky Managed Detection & Response (MDR OPTIMUM) Service	T# 02 (ii)/23-24

Bidding document for each above mentioned requirement and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement are available for the interested bidders from the undersigned and can also be downloaded from https://www.secp.gov.pk/procurement/

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before September 14, 2023 by 1100Hrs and will be opened on the same day at 1130Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9195477/051-9195437 during office hours (Monday to Friday excluding Public Holidays)

Mr. M. Ubaidullah Khalid, Add. Joint Director (Admin) NICL Building, 63 Jinnah Avenue, Blue Area Islamabad

21.	15.1 (a)(iv)	Use of the software shall be subject to the following additional restrictions <i>None</i>
22.	15.1(b)(ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer "provided the replacement computer falls within approximately the same class of machine and maintains approximately the same number of users, if a multi-user machine;"
23.	15.1(b)(vi i)	The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by "support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts;"
24.	15.1(b)(vi i)	In addition to the persons specified in GCC Clause 15.1 (b) (vi), the Software may be disclosed to, and reproduced for use by SECP officials and to whom allowed by SECP subject to the same restrictions as are set forth in this Contract.
Confide	ntial Informa	ation (GCC 16)
25.	16.1	State: "There are no modifications to the confidentiality terms expressed in GCC Clause 16.1;" or

SECTION IX: CONTRACT FORMS



SECURITIES & EXCHANGE COMMISSION OF PAKISTAN PURCHASE / WORK ORDER

Supplier Details:

Vendor No: 1045573

Trillium Information Security System Pvt Ltd Rawalpindi Cantt...

Head Office

NICL Building, 63-Jinnah Avenue

Islamabad

PAKISTAN

Pakistan

NICL Building, 63-Jinnah Avenue

Islamabad PK

Order No: Date: Quote No: Payment Terms: 5118 01-NOV-23 Pay immediately Quantity/ Item Description of Goods / Services **Unit Price Total Price** Unit (PKR) (PKR) 775/Each 2.310.663 2.981.50 Repair & Maintinance IT Renewal of Existing License Kaspersky Total - Soft Security for Business on prem (For Workstations, File Servers, Internet Security and Mail Security etc.) 775/Each 12.708.638 Repair & Maintinance IT Kaspersky Managed Detection & Response (MDR 16.398.24 OPTIMUM) Services on top of the Kaspersky Total - Soft Security for Business Repair & Maintinance IT After sales technical support for Kaspersky Total 1/Each 2,070,000.00 2,070,000 - Soft Security for Business & Kaspersky MDR Optimum

Total value incl. tax PKR: Seventeen million eighty-nine thousand three hundred and Paisa zero Only ******

Solution via phone and email from (9:00am to 5:00pm, Monday to Friday) for whole license

17,089,301

This document is computer generated and does not require the signature or the Company's stamp in order to be considered valid.

Terms & Conditions:

Delivery within 03 weeks of issuance of this PO ____ or by ____

duration.

- 2. Invoice must refer to this PO & Clearly mention the PO No.
- 3. Items not conforming to the specification will be returned.
- 4. Withholding Tax and Sales Tax will be deducted as per applicable Tax rules.
- 5. Sales Tax Invoice must be submitted along with the bills.
- 6. Payment will be made by crossed cheque within 30 days of receipt of goods and invoice delivery/challans.
- 7. In case of any dispute not resolved through mutual disucssion between the vendor & SECP, both parties shall with mutual consent appoint an arbitrator. 8. This Purchase Order (PO) is subject to signing of Legal Agreement for after sales support.
- 9.Terms & Conditions shall be applicable as published.

Other Terms & Conditions:

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

1.	Name of Procuring Agency	Securities and Exchange Commission of Pakistan
2.	Method of Procurement	Single Stage One Envelope Method
3.	Title of Procurement	Invitation to Bid - Renewal of Kaspersky Endpoint Security for
		Business (Antivirus) Solution's Licenses and Integration of Kaspersky
		Managed Detection & Response (MDR OPTIMUM) Service
4.	Tender Inquiry No.	T# 02(ii)/23-24
5.	PPRA Ref. No. (TSE)	TS518953E
6.	Date & Time of Bid Closing	September 14, 2023, 1100Hrs
7.	Date & Time of Bid Opening	September 14, 2023, 1130Hrs
8.	No. of Bids Received	03
9.	Criteria for Bid Evaluation	As per Bidding Documents.
10.	Details of Bid Evaluation	Bid(s) found compliant to MUST requirement in the technical evaluation and quoting lowest price shall be selected.

S. No.	Bidder Name	Technical Evaluation - Compliant (Yes/No)	Total Quoted Amount (Rs.)	Rule/Regulation/SBD*/P olicy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.	
1.	Trillium Information Security System	Yes	17,089,301	Compliant to technical evaluation criteria. Non-Compliant to MUST Requirement i.e. S. No. 10 of Section-C: Technical Evaluations.	
2.	Relacom Services (Private) Limited	Yes	25,910,000		
3.	Premier Star Technology (Private) Limited	No	-		

Most Advantageous Bid: Trillium Information Security System

Any other additional / supporting information, the procuring agency may like to share: Trillium Information Security System quoted the price in US Dollar (\$) for renewal and MDR. The price has been converted into a single currency as mentioned in 16.2 of the bidding documents.

*Standard Bidding Document

Signature

win.

In case of any query, please send email at arshad.kamal:a secp.gov.pk