



Securities and Exchange Commission of Pakistan  
63-NIC Building, Blue Area, Islamabad  
(Support Services Division)  
(Administration Department)  
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**Subject: Service Required for Maintenance of PABX (Telephone Exchange)**

The Commission intends to hire services for maintenance of Telephone Exchange, HICOM 150-E Office Pro Without Parts (32 Trunks and 296 Extensions) and Auto Attendants for 04-Ports, installed at its Head Office.

**Detailed Scope of Work is attached as Annexure “A”.**  
**Sample Agreement is attached as Annexure “B”.**

**Terms & Conditions**

- **Price** must be inclusive of all taxes applicable by Govt. of Pakistan.
- **Delivery** as and when required
- **Validity** Minimum 30 Days from quoted date.
- **Bid Submission** Time as given on SECP Website.
- **Warranty Period:** 01 years repair/replace warranty.(if applicable)
- Successful bidder will be engaged in annual agreement for required services.

*Note: SECP reserves the right to cancel this purchase at any stage.*

**If you are interested, please submit sealed quotation for the above item to the undersigned SECP, 63-NIC Building, Jinnah Avenue, Blue Area, and Islamabad within the specified period.**

With best regards.

M. Ubaidullah Khalid  
Assistant Director (Admin)

### **Scope of Work**

The Contractor shall maintain and service the Telephone Exchange, HICOM 150-E Office Pro Without Parts (32 Trunks and 296 Extensions) and Auto Attendants for 04- Ports, for a period of One Year.

**Maintenance Service** shall include the following:

1. Contractor shall undertake to keep the Telephone Exchange, HICOM 150-E Office Pro Without Parts (32 Trunks and 296 Extensions) and Auto Attendants for 04- Ports, in good working condition by means of on call remedial maintenance and preventive maintenance. Schedule of weekly visits is required.
2. The Maintenance will include Trouble Shooting, adjustment and replacement of parts deemed necessary by Contractor except consumables. Maintenance parts will be replaced on exchange basis. The replaced parts will either be new or to the satisfaction of the Commission. A warranty must be provided for the new parts.
3. In case of any Hardware malfunctions, then backup Hardware would be provided to set the very equipment back on live operation, with response time being minimum. Please mention the response time.
4. In case parts are not available due to obsolescence of equivalent configuration/specification, then the difference, if any will be borne by the Commission. In case there is no difference of the cost then the Commission shall accept higher configuration of part(s).

Sample Agreement

**Maintenance Agreement**

This Maintenance Agreement (“Agreement”) is made at Islamabad on this \_\_\_\_ day of \_\_\_\_\_.

**Between**

**Securities & Exchange Commission of Pakistan**, a statutory body formed under the Securities and Exchange Commission of Pakistan Act, 1997, having its Head Office at NIC Building, 63 Jinnah Avenue, Blue Area, Islamabad, (“Commission”) which expression wherever the context so permits shall include its successors-in-interest, and permitted assigns) of the First Part.

**And**

**(Name of Company/Firm)**, a company formed under the Companies Ordinance, 1984, having its registered office at (address of the firm)(“Contractor”) which expression wherever the context so permits shall include its successors-in-interest, and permitted assigns) of the Other Part.

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

**WHEREAS;**

- A. The Commission requires support and service for Hardware Equipment as detailed in Annexure- A installed at its Head Office in Islamabad.
- B. The Contractor represents and warrants that it has the relevant expertise and professional experience to provide the Services as required by the Commission.
- C. The Commission has agreed to appoint and the Contractor has agreed to provide the Services upon the terms and subject to the conditions of this Agreement.

**Now, therefore**, upon the terms and subject to the conditions of this Agreement, it is hereby agreed by and between the Parties as follows:

1. Duration:

This Agreement will become effective as of\_\_\_\_\_, and will remain in effect for a period of \_\_\_\_ year (the “Term”) or until terminated in accordance with Clause 7 or 8. 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.

Prior to the expiration of the Term, this Agreement may be extended for a further period by written mutual agreement between the Parties. When used in this Agreement, the phrase “the Term” shall refer to the entire duration of the Agreement.

## 2. Services Offering:

Under the terms of this Agreement the Contractor shall maintain and service the hardware equipment listed on the Annexure-A of this Agreement for a period of One Year.

The description of services covered by this Agreement are as under:

### 2.1 Remedial Maintenance:

The remedial maintenance (on call services) under this Agreement would be provided during the Principal Period of Maintenance (PPM).

The **Principal Period of Maintenance (PPM)** for this Agreement is on 24x7 Basis;

The Contractor will provide all remedial maintenance during the agreed upon hours of PPM.

Contractor has the Authorized Warranty Support Engineer’s (AWSE) located at field services office. If a component malfunctions, the Contractor will repair it, If the hardware cannot be repaired within the agreed upon time, the Contractor’s field engineer will arrange a backup hardware to put the very system back on live operations to the satisfaction of the Commission.

The backup provided need not be exactly of the same brand/type/model that is removed for repairs, so long as it is of equivalent/higher capacity and specifications.

If the equipment/device cannot be repaired, the Contractor shall make the backup which it has provided to the Commission as permanent replacement of original equipment after approval of the Commission. Meanwhile the faulty part replaced would become the property of the Contractor/Service Provider and the price of the same shall later on be adjusted against the replacement hardware.

### 2.2. Preventive Maintenance:

Preventive Maintenance (PM) on quarterly basis will also be provided for all the hardware under Agreement.

Following tasks would be carried out as part of the PM.

#### **Servers:**

- General cleaning of the equipment of dirt and dust.
- Any other service deemed appropriate in accordance with the best industry practice.

### 2.3. Requesting a Service:

The Commission shall provide the following information to the Contractor’s Contact Centre for lodging a support/service request.

- Contact Person
- Contact Number
- Location/Site Address

- Problem Description

All requests for remedial maintenance regarding the equipment have to be communicated to the Service Desk (Contact Numbers and Email Address) Calls made after normal working hours will only be attended with prior arrangement subject to availability of Contractor staff and charged to Customer in accordance with our standard service charges provided in **Annexure-B.**

### **3. Maintenance Service**

The Services shall include the following;

- Contractor undertakes to keep the Equipment described herein in good working condition by means of on call remedial maintenance and preventive maintenance.
- The Maintenance will include Trouble Shooting, adjustment and replacement of parts deemed necessary by Contractor except consumables. Maintenance parts will be replaced on exchange basis. The replaced parts will either be new or to the satisfaction of the Commission.
- In case of any Hardware malfunctions, then backup Hardware would be provided to set the very equipment back on live operation.
- In case parts are not available due to obsolescence of equivalent configuration/specification, then the difference if any will be borne by the Commission. In case there is no difference of the cost then the Commission shall accept higher configuration of part(s).

### **4. Responsibilities of the Parties:**

#### **4.1. Commission:**

In order to keep the Agreement valid, the Commission has the following responsibilities:

- No unauthorized person is allowed any maintenance on the hardware under Agreement.
- Initially determining that the hardware requires remedial maintenance and follow the problem determination, problem analysis, and service request procedures as per Article 2.3.
- Providing free and prompt access to all hardware covered by this Agreement.
- Operating the hardware and all attached equipment.
- The Commission shall provide the necessary faulty equipment/hardware to the Contractor field engineer, if required for either repair or warranty claim.

#### **4.2. Contractor/Service Provider:**

Under the terms of this Agreement, the Contractor shall;

- Provide the hardware maintenance and related services as described in detail under Article 2 of this agreement and Annexure - A.
- Ensure the performance of his obligations under this Agreement in an efficient and professional manner.
- Provide timely assistance as required under this Agreement.

- Perform its functions to the satisfaction of the Commission under this Agreement.

## **5. Payment**

**5.1** All Payments under this agreement such as the charges for maintenance set forth herein, and for any extra works, or the cost of replacement or repair of electronic modules or units, not covered in this agreement, shall become due immediately upon the receipt of corresponding invoice(s) from Contractor to be paid within 30-days. Failing which Contractor shall have the option to discontinue rendering of maintenance services.

**5.2** All payments made under this Agreement shall be in accordance with Annexure-B and shall be less any Government taxes, duties, charges etc.. which the Commission is authorized under the law to deduct.

## **6. Proprietary Information/Confidentiality**

**6.1** During the course of the Agreement both Parties will share information of a confidential and / or proprietary nature. Recipient agrees not to disclose the confidential information to any third parties or to any of its employees except those employees who have a need to know the confidential information to accomplish a stated task in accordance with the terms and conditions of this Agreement and such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this Agreement.

**6.2** Notwithstanding the foregoing, recipient may disclose the disclosing Party's confidential information if in the opinion of its counsel, disclosure is required by law; provided, however, that recipient will use all reasonable efforts to notify disclosing Party of the obligation to make such disclosure in advance of the disclosure so that disclosing Party will have a reasonable opportunity to object to the disclosure and that recipient requests confidential treatment of the disclosed confidential information. Recipient agrees that it shall treat the confidential information with the same degree of care it accords to its own confidential information of a similar nature; provided that in no event shall recipient exercise less than reasonable care to provide the confidential information.

**6.3** The treatment accorded by the foregoing clause shall be binding on both the Parties and shall remain in force for a period of five (5) years from the date of execution or completion/ termination of this Agreement.

## **7. Termination**

**7.1** Either Party may terminate this Agreement if the other Party fails to remedy a breach of the terms of this Agreement within fifteen (15) days of a written notice to do so.

**7.2** The Commission may terminate this Agreement if the Contractor fails to provide the Services in accordance with this Agreement.

**7.3** The Contractor may terminate this Agreement if the Commission fails to make payments in accordance with this Agreement.

## **8. Force Majeure**

- 8.1 The obligations of each of the Parties hereunder shall be suspended during the period and to the extent that such Party is prevented or hindered from complying therewith by "Force Majeure" (as hereinafter defined). In such event, the Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Any of the Parties whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.
- 8.2 "Force Majeure" means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes and compliance with any law or governmental order, rule, regulation or direction but solely restricted to laws, orders, rules, regulations, or directions of governmental agencies or bodies in Pakistan or of any other organization or commission or regulatory authority binding within Pakistan, provided that a lack of funds shall not constitute as "Force Majeure".
- 8.3 Nothing herein shall require the Parties concerned to settle strikes or labour disputes by acceding to demands deemed to be unreasonable by objectively evaluating the situation but subject to this, the Party concerned shall use its reasonable endeavors to remove, avoid and / or mitigate the effects of such circumstances.
- 8.4 If the force majeure continues, or the carrying out of this Agreement is delayed, for a prolonged period or it becomes impossible to perform a material provision of this Agreement, either party may terminate this Agreement by notice to the other party.
- 8.5 For the purpose of this clause, a prolonged period is one exceeding (30) days.

## **9. Dispute Resolution/Arbitration**

- 9.1 The Parties shall attempt to resolve any and all disputes as to the interpretation of the Agreement or as to the performance of either Party hereunder.
- 9.2 If the Parties cannot settle any dispute or difference within fifteen (15) days after first conferring, then such dispute or difference shall be settled by arbitration by a sole arbitrator unless otherwise disposed off by understanding between the Parties. The award of the arbitrator shall be final and binding. Either Party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interest pending completion of the arbitration proceedings. Prior to initiation of arbitration or any other form of legal proceeding, the aggrieved Party will give the other Party written notice describing the claim and amount as to which it intends to initiate action.
- 9.3 The arbitrator shall be appointed by mutual consent of both Parties or by the court having jurisdiction in case the Parties do not agree to the appointment of arbitrator. The arbitrator shall be a retired judge of a High Court in Pakistan. The arbitrator will have no authority to award or make any ruling, fining or award that does not conform to the terms and conditions of this Agreement.
- 9.4 The place of arbitration shall be Islamabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

## **10. Notices**

10.1 Any notice required to be provided pursuant to this Agreement shall be in writing and may be given by delivering the same by hand at, or by sending the same by prepaid first class post, telex or facsimile to, the registered addresses of the Parties or such other address as the Parties may notify to each other. Any such notice given as aforesaid shall be deemed to have been given or received at the time of delivery (if delivered by hand), on the first Working Day, next following the day of sending (if sent by telex or facsimile) and the second Working Day, next following the day it is sent (if sent by post). Without prejudice to the foregoing provisions of this Clause, if the Party to which a notice is given does not acknowledge the same by the end of the third Working Day, next following the day of delivery by sending acknowledgement, the Party giving the notice shall communicate with the Party which has not so acknowledged and, if necessary, re-deliver or re-send the notice.

### **10.2 Address for notices**

For the purposes of this Clause, a Party may take the address and facsimile number of the other Party to be:

- (i) the address and number set out below; or
- (ii) where another address or number is notified by either of the Party to other Party, the last address of number so notified to it.

If to Commission:

Attn: Mr. Khalid Iqbal  
Director (HR and Admin)  
Securities & Exchange Commission of Pakistan  
NIC Building, 63-Jinnah Avenue Islamabad  
Tel: +92-51-\_\_\_\_\_, Fax: +92-51-\_\_\_\_\_

If to Contractor:

Attn: Mr/Ms. \_\_\_\_\_  
(Designation)  
Address:  
Tel: +9251\_\_\_\_\_, Fax: +9251 \_\_\_\_\_

## **11. Relationship**

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

## **12. Amendment**



**12.1** No term and condition of this Agreement may be amended without the prior consultation and understanding between the Parties.

**12.2** This Agreement shall supersede any existing arrangements and or understandings between the Parties in relation to the terms agreed upon under this Agreement.

**13. Applicable Law and Jurisdiction**

**13.1** This Agreement is governed by the laws of the Islamic Republic of Pakistan.

**13.2** Disputes arising out of this Agreement are subject to the exclusive jurisdiction of the courts of Islamabad, to which the Parties irrevocably submit.

**14. Stamp Duty**

This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Contractor.

**15. Annexure**

The Annexure to this Agreement shall form an integral part of this Agreement and shall be interpreted accordingly.

**In witness hereof the Parties have executed this Agreement on the day and year written above.**

AGREED AND ACCEPTED

**Securities and Exchange  
Commission of Pakistan**

**Name of Firm**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**WITNESS**

Signature:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**WITNESS**

Signature:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**Annexure “A” of the Agreement**

**Equipment Details:**

Telephone Exchange, HICOM 150-E Office Pro Without Parts (32 Trunks and 296 Extensions) and Auto Attendants for 04- Ports

**Annexure “B” of the Agreement**

Payment schedule/terms agreed by both parties.