



Securities and Exchange Commission of Pakistan

63-NIC Building, Blue Area, Islamabad

(Support Services Division)

(Administration Department)

Subject: Services Required for Maintenance, Gas Charging, Testing and Servicing of Air Conditioners at SECP Head Office and CRO Islamabad for the year 2018-19.

The Commission intends to outsource services for maintenance, gas charging, testing and servicing (without parts) of air conditioners installed at SECP Head Office and CRO Islamabad.

List of Air conditioners and detailed scope of Work is attached as per **Annex A**, evaluation criteria for bids is attached as **Annex B** and draft agreement as **Annex C**

Terms and Conditions

- **Price** must be inclusive of all taxes applicable by Govt. of Pakistan.
- **Quotation Validity Date:** Minimum 30 Days from quoted date.
- **Clients** list should be provided
- **Bid Submission** Time is as given on SECP Website.
- **Legal Agreement:** Successful bidder will have to sign a legal agreement for the required services with the Commission. Agreement may be extended for another year or any period mutually agreed between both parties on same terms and conditions.
- **Number of Air Conditioners may increase/decrease as per requirement of SECP.**

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

Best regards.

M. Ubaidullah Khalid
Deputy Director (Admin)

Scope of Work
Detail of Air Conditioners

Sr. No.	Air Conditioner (AC) Type	Capacity (Tons)	Services Duration	Qty
1	Split AC, Standing units and Concealed units	1	01 year	4
		1.5		101
		2		23
		2.5		0
		4		13

Quotation Submission Format

S. No.	Season Description	No. of ACs	Quoted Service Charges Inclusive of all applicable taxes	
			Per Month and Per AC	Per Month and for all ACs
a.	Summer Season Months Include = April, May June, July, August and September (06 months)	141		
b.	Winter Season Months Include = October November, December, January, February and March (06 months)	4		

Major Scope of the services will be based on following,

- The Contractor shall be responsible for Repair and Maintenance services and Gas filling of (141) ACs installed at Head office and CRO office at Islamabad to the entire satisfaction of the Commission. AC Services will be required to perform on weekly and monthly basis.
- Agreement will cover the complete maintenance including cleaning, lubrication, and adjustment, testing and repair labor of normal usage.
- The Contractor will provide 02 technical experts for providing the above mentioned services/trouble shooting complains and will make sure their presence in the commission premises during office hours in summer seasons (06-Months).
- The contractor will provide the schedule of daily, weekly, monthly check-ups besides the routine trouble shooting etc and will maintain complete maintenance data base of all AC's
- The contractor will conduct the survey of all ACs installed in the commission premises and will submit report accordingly.

Evaluation Criteria

- Bids will be evaluated on the basis of technical & financial proposals, with the following percentage allocations.

Percentage Technical proposal	30
Financial Proposal	70
Total	<u>100</u>

S. No	Criteria	Marks
01	Technical & Operational Staff:	5
	A) Number of available technical staff trained in AC repair & maintenance: <ul style="list-style-type: none"> Over 5 persons = 5marks 3-4 persons= 4 marks 2 or below=2 marks 	
	B) Experience of proposed staff (2 nos) to be deputed at SECP. (Should have at least three years' of working experience)	
02	Firm's Experience: Applicable experience of organization: <ul style="list-style-type: none"> Over 10 Years= 10 6-10 Years= 8 3-6 Years= 5 Upto 3 Years or below= 02 	10
03	Clientage: Mention the references of clients providing the similar services as required by the Commission. A) General Clients <ul style="list-style-type: none"> 1-5 references= 2 marks 6 & Above references= 5 marks 	5
	B) Multi stories Clients (minimum 2 stories) <ul style="list-style-type: none"> 1-3 references= 3marks 4 & above references= 5 marks 	5

SERVICES AGREEMENT

This Agreement (“Agreement”) is made at Islamabad on this ____ day of ____ 2018.

BETWEEN

The Securities and Exchange Commission of Pakistan, having its head office at NIC Building, 63- Jinnah avenue, Islamabad (hereinafter referred to as the “Commission” which expression shall, where the context so permits, include its successor in interest and assignee) of the ONE PART.

AND

a sole proprietor having its office at _____ (hereinafter referred to as “Contractor” which expression shall, where the context so permits, include its successor in interest and assignee) of the OTHER PART.

Commission and Contractor shall, hereinafter individually be referred to as “Party” and collectively as “Parties”.

WHEREAS;

- A. The Commission requires Services for Maintenance, Gas Charging, Testing and Servicing of air conditioners at SECP Head Office and CRO Islamabad.
- B. The Contractor is in the business of repairing and maintenance of air conditioners and relevant services.
- C. The Contractor represents and warrants that it has the requisite expertise and adequate skills and man power to provide the Services as desired by the Commission.
- D. The Contractor has agreed to provide, and the Commission has agreed to appoint the Contractor for, the Services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. Duration

- i. This Agreement will become effective as of _____ and will remain in effect for one (01) year (the “Term”) or until terminated earlier in accordance with Article 4. 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.
- ii. Prior to the expiration of the Term, this Agreement may be extended for such further period as mutually agreed between the Parties, provided that, the Parties must enter into a mutual written agreement to extend the Term. When used in this Agreement, the phrase “Term” shall refer to the entire duration of the Agreement.

2. Scope of Work

- i. The Contractor shall be responsible for the Services and Gas filling of one hundred forty one (141) air conditioners to the entire satisfaction of the Commission.
The payment for provision of services for maintenance of air conditioners to the Contractor shall be on the basis of actual number of air conditioners serviced/maintained. The detail of actual services provided and number of air conditioners shall be duly verified by the concerned officer of the Administration Department of the Commission.
- ii. That if any part/component of any air conditioner is found defective/damaged before the execution of this Agreement, the cost will be borne by the Commission.
- iii. That the Contractor will be responsible for any damage caused by the negligence of its technicians, employees, authorised personnel/representatives etc.
- iv. That the Contractor will provide AC unit (Inner/Outer) servicing on regular basis during office hours and will always be on call for contracted services.
- v. That the two technicians of the Contractor will be available at the Commission premises from 8.30 a.m. to 5.30 p.m. to attend any emergency call in case of the failure of any air conditioner.
- vi. That the Contractor will not be responsible for any willful damage caused by any of the Commission staff to the air conditioners during the office hours or beyond the above hours and during weekends i.e. Saturday and Sunday or any holidays during the period of Agreement.
- vii. The details of air conditioners to be provided services for, is provided as **Annexure-A**.
- viii. The Contractor shall also perform services, in addition to the timings prescribed in **sub-clause v** as and when required by the Commission.
- ix. The Contractor shall with respect to the maintenance services, keep the response time down to minimum and shall provide immediate rectification of any fault/error concerning the air conditioners.
- x. This Agreement covers complete maintenance including cleaning, lubrication, and adjustment, testing and repair labor of normal usage. The terms do not cover the consumption of spare parts required by wear and tear of the air conditioners.
- xi. The Commission will allow only Contractors' authorized personnel to work on contracted equipment, and use only consumable & parts supplied by the Contractor.
- xii. The Contractor will provide regular Services. Trouble shooting complaints if any will also be attended.

3. Price and Payments

- i. In consideration of clear, efficient and uninterrupted fulfilment of services and other obligations of the Contractor under this Agreement, the Contractor shall be paid an amount of Rs. (Rupees) for the term of this Agreement.

a.	Summer Season Months Include = April, May June, July, August and September	Rs. recurring service charges per month
b.	Winter Season Months Include = October November, December, January, February and March.	Rs. recurring service charges per month

- ii. The Contractor shall arrange the invoice and send it to the Commission before the start of next month.
- iii. Commission will ensure timely payments within **15 days** after the receipt of invoice from the Contractor for each month.
- iv. All related Government importation charges, excise duty, sales tax, income tax or any other taxes and duties presently in force are inclusive in the Agreement price and the Contractor is responsible for it. Any future taxes or levies if and when enforced by the government shall be added to the existing prices and the Contractor will be responsible for the payment of such taxes.

4. Termination

- i. Either Party may terminate this Agreement if the other Party breaches any material provision of this Agreement and fails to remedy that breach within ten (10) days of the receipt of written notice to do so.
- ii. The Commission may terminate this Agreement if the Contractor fails to perform the Services under this Agreement by affording an opportunity with a written notice of ten (10) days.
- iii. The Contractor may terminate this Agreement if Commission fails to make payment under this Agreement within ten (10) days of the receipt of a written notice from the Contractor to do so.

5. Force Majeure

- i. Any failure or omission by any Party to perform any obligation under this Agreement shall not be considered or treated as a default or breach by such Party if to the extent and for as long as such failure or omission is caused by any supervening event (hereinafter referred to as "Force Majeure") beyond the reasonable control of the Party so affected. Force Majeure shall include, but not limited to, acts-of-God, acts-of-state, war, riot, military action explosions, terrorism, sabotage, natural disaster, civil commotion, strikes, lockouts and labor disputes and which by the exercise of reasonable diligence could not be prevented or provided against and the effects of which cannot be overcome by reasonable expenditure.
- ii. The Party so affected shall as soon as it becomes aware of the occurrence of Force Majeure immediately notify the other Party, and the protection of this Article shall become operative only from the time when such notice is given. Thereafter the Party so affected shall do all that is reasonably possible at its expense to remove or ameliorate the effect of such occurrence of Force Majeure. If all reasonable efforts should fail, or if Force Majeure situation persists beyond the period of thirty (30) days, the Parties shall in good faith consult with each other and take necessary steps for resolving the issue of investment, loss of goodwill, etc.

6. Dispute Resolution/Arbitration

- i. 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.
- ii. 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 appointed with mutual consent of both parties unless otherwise disposed of by understanding between the Parties. The award of the arbitrator shall be final and binding. 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.
- iii. 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.

7. 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 entire discretion.

8. Assignment

Neither party shall assign or transfer its rights, interests and benefits hereunder without the concurrence of the

other party.

9. Penalties

All or any defect in the air conditioners or any delay in the Services to be performed by the Contractor, if not rectified within due time, shall amount to a penalty of Rs.50 per day to the account of the Contractor.

10. Severability

Each of the clauses of this Agreement is severable and distinct from one another and if any one or more of the clauses of this Agreement or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining clauses of this Agreement shall not thereby be affected or impaired in any way.

11. Confidentiality

- i. 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 communications to and by the Commission about any of its business information. The Contractor shall not disclose any such information to any person or allow utilization of the same in any manner by any person whatsoever.
- ii. Contractor shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by the Commission or which the Contractor or any of its employees may obtain directly or indirectly during the course of performance of this agreement.

12. Notices

Address for Notices: For the purposes of this Section, a Party may take the address and facsimile number of other Party to be:

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

Commission office address and designated person:

To: Attn; _____
Address: _____
Tel: _____ Fax: _____

Contractor office address and designated person:

To: Attn; _____
Address: _____
Tel: _____ Fax: _____

12. Entirety

This Agreement forms the entire Agreement between the Parties and supersedes any and all previous

correspondence between the Parties regarding the matter.

14. Governing Law & Jurisdiction

- i. This Agreement shall be governed by and construed to be in accordance with the laws of The Islamic Republic of Pakistan.
- ii. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Islamabad.

15. Stamp Duty

This Agreement shall be stamped in accordance with the applicable law by the Contractor.

16. Annexure & Counterparts

- i. The Annexure to this Agreement shall form an integral part of this Agreement and shall be interpreted accordingly.
- ii. This Agreement shall be executed in two counterparts, both of which shall be deemed original.

IN WITNESS HEREOF the parties have executed this Agreement on the day and year written above.

For and on Behalf of Commission

Signature:_____

Name:_____

Title:_____

WITNESS

Signature:_____

Name:_____

Title:_____

For and on Behalf of Contractor

Signature:_____

Name:_____

Title:_____

WITNESS

Signature:_____

Name:_____

Title:_____

Adderss:_____