



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 05/19-20

Proposals for Pre-Qualification

The Securities and Exchange Commission of Pakistan invites sealed proposals from IATA approved air travel agencies 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

“Hiring of Air Travel Agencies”

Pre-Qualification documents containing detailed terms and conditions are available for the interested applicants and can be downloaded from <https://www.secp.gov.pk/procurement/>

The proposals prepared in accordance with the instructions in the pre-qualification documents, must reach undersigned through courier or may be dropped in the tender box on below mentioned address. Proposals must be received before 1500 Hrs. on October 07, 2019 and will be opened on the same day at 1530 Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091- 4 (Ext - 437) during office hours (Monday to Friday excluding Public Holidays)

Deputy Director (Admin)
NICL Building, 63 Jinnah Avenue, Blue Area Islamabad

Terms and Conditions for Proposals and Applicants

Pre-Qualification Identification Number: TENDER # 05/19-20

1. The Procurement Agency is:

Securities and Exchange Commission of Pakistan
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area,
Islamabad.

2. Proposals for Pre-Qualification

The Securities and Exchange Commission of Pakistan invites sealed proposals from well reputed and financially sound air travel agencies registered with IATA and 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

Hiring of Air Travel Agencies

3. Scope of Work/ Terms of Reference (TORs)

The Pre-Qualified applicant shall provide services as scope of work /TOR's detailed at Annex "A".

4. Instructions to Applicants

The objective of "instructions to applicants" is to provide applicants the information to submit their proposal in response to this Pre-Qualification according to the requirements defined in this Pre-Qualification documents and in the same order/sequence as set forth in this document. Applicant must follow the following requirements for their proposals.

- i. Place of proposal destination is: **Securities and Exchange Commission of Pakistan**, 4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.
- ii. The envelopes shall bear the following additional identification marks:

Proposal for: **"Hiring of Air Travel Agencies"**
Submitted By: XYZ
Attention: **M. Ubaidullah Khalid**
 Deputy Director Admin
 Securities and Exchange Commission of Pakistan
 4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad

- iii. **The deadline for the submission of proposal is:**

Date: October 07, 2019

Time : 1500 Hrs.

- iv. **The proposal opening shall take place at:**

Securities and Exchange Commission of Pakistan
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad
Date: October 07, 2019

Time: 1530 Hrs.

- v. A statement “**(Do Not Open Before 1530 Hrs on October 07, 2019)**” shall be clearly mentioned on the top of the sealed proposal.
- vi. Proposals received after the due date and time will not be entertained.
- vii. Applicants shall provide the documents as mentioned in Annex “B”. Any shortcoming in the said requirements shall render the applicant disqualified.
- viii. Applicants are required to state, in their proposals, the name, title, fax number and email address of the applicant’s authorized representative through whom all communication shall be directed until the process has been completed or terminated.
- ix. The applicants shall bear all costs/expenses associated with the preparation and submission of the proposal and SECP in no case be responsible/liable for those costs/expenses.
- x. Each applicant shall submit only one proposal, multiple proposal submissions shall render the applicant disqualified.
- xi. The proposal validity period will be one hundred and fifty days (150) days, starting from the date of opening of the proposals.
- xii. The language of the proposal shall be English language. Any printed literature furnished by the Applicant(s) in another language shall be accompanied by an English translation, which shall govern for purposes of interpretation of the proposal.
- xiii. The applicant(s) may, by written notice served on the SECP, modify or withdraw the proposal after submission, but prior to the deadline for submission of the proposal.
- xiv. Only registered suppliers who are on **Active Taxpayers List** (Income and Sales Tax) of FBR are eligible to supply goods/services to the Commission.
- xv. If any supplier is not on ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
- xvi. The decisions of SECP will be binding on all applicants.
- xvii. SECP is not bound to accept any proposal in this regard and reserves the right to accept or reject any offer and to annul the pre-qualification process and reject all proposals.
- xviii. During the examination, evaluation and comparison of the proposals, SECP at its sole discretion may ask any applicant for clarifications of its proposal in written.
- xix. The request for clarification and the response shall be in writing/email.
- xx. Proposals submitted via email or fax will not be entertained.
- xxi. Applicants shall indemnify SECP against all third party claims of infringement of patent trademark, industrial design rights and intellectual property rights arising out of or from use of the goods / services of any part thereof in Pakistan.

- xxii. Any proposal received by SECP after the deadline for submission of proposal prescribed in these documents will be returned unopened to such applicant. Delays in the mail or courier, delays of person in transit, or delivery of a proposal to the wrong office shall not be accepted as an excuse for failure to deliver a proposal at the proper place and time. It shall be the applicant's responsibility to determine the manner in which timely delivery of his proposal will be accomplished either in person, by messenger or by mail.

5. Selection Procedure

- i. The envelope shall be opened at the specified time and place in presence of the authorized representative of the applicants who chose to attend.
- ii. The applicants shall provide duly completed / filled in mandatory requirements for applicants to qualify along with supporting documents as provided therein. SECP shall evaluate the proposal according to the mandatory requirements for applicants to qualify reject any proposal, which does not conform to the specified requirements and finally concluded as "non-responsive".
- iii. Proposals qualifying mandatory requirement shall be evaluated as per evaluation Criteria Annex "H"
- iv. Applicant complying all mandatory requirements and securing 60% marks shall be considered as pre-qualified for required services
- v. Successful applicants will have to sign a contract with SECP for this pre-qualification as per draft contract format.

9. Meet or Exceed Requirements

The requirements provided in this document are the minimum requirements of SECP. The applicants must meet the minimum requirements.

10. Clarifications

Queries of the applicants, if any, for seeking clarification regarding the pre-qualification must be received in writing.

M. Ubaidullah Khalid – Deputy Director (Admin)
4th Floor, NICL Building, 63 Jinnah Avenue, Islamabad
Tel: 9207091-4 Ext 437
Email: ubaidullah.khalid@secp.gov.pk

Scope of Work/Terms of Reference (TOR's)

Services shall be provided as per following Scope of Work/TORs:

1. Booking and issuance of international / domestic air tickets as and when require.
2. The agency would ensure booking of tickets /confirmation of waitlisted tickets, delivery of tickets mainly at SECP offices or other designated place(s) as instructed by authorized representative of SECP during working hours /holidays/ after office hours (at the expense of the agency), collection of tickets for cancellation, getting visa, passports, confirmation/cancellation, up gradation/revalidation of tickets, delivery of tickets/documents.
3. Assistance for obtaining visas / transit visas and submitting passports at the embassies etc;
4. Obtaining travel related insurances;
5. Round the clock (24/7) availability of dedicated personnel for bookings / cancellation of tickets;
6. Assisting travelers to get enrolled in frequent flyer programs;
7. Fast and timely delivery of tickets at SECP premises or other designated place(s) as instructed by authorized representative of SECP;
8. Provision of services at very short period/notice of time when so required;
9. Offering and exploring the best suitable flight schedules and best fare offers / promotions / discounts on air fares;
10. The Agency shall intimate and transfer all additional discounts that are given by authorities/airline to SECP;
11. Travel arrangements through foreign carriers not operating in Pakistan;
12. Provision of hotel / car rental / cruises rental services when required;
13. Provision of tours / leisure travels / holiday travel services;
14. Arrangements of prepaid ticket advice (PTA); and
- 15.** any other relevant work assigned by the SECP.

Purchase Methodology:

Travel Desk representative of Transport and Travel wing of the Admin Department of the Commission shall forward request by writing/email/phone etc for quotation to all the pre-qualified air travel agencies. Services will be availed from the air travel agent offering lowest rates/quoted price.

Mandatory Requirements for Applicants to Qualify

S/N	Attributes	Ref page # in Proposal
1	Complete company profile including name, registered office address, telephone, fax and e-mail address and web address, complete contact details of the contact person, details of branch offices and staff details (branch-wise).	
2	NTN, GST and IATA registration Certificates	
3	Last 3 years Audited Financial Statements along with Bank certificate	
4	List of Clients as per Annex “C” must have at least 5 clients to its credit. Provide performance certificates from clients.	
5	Date of establishment of business and relevant business Experience.	
6	Established office setup in Islamabad	
7	Signed cover letter with official stamp affixed on it as per the format given in Annex “D”	
8	Authority Letter for the appointment of an authorized representative as per Annex “E”	
9	Duly filled in and signed & stamped charges schedule. Annex “F”.	
10	Signed compliance certificate/undertaking Annex “G”	
11	Undertaking that the Applicant/firm and its employee(s) have never been blacklisted by any National/International organizations and their cases regarding black listing are not under trial by any Court of Law	

Proposals not following the given format shall lead to the rejection of proposals.

Applicant’s References

Relevant services carried out in the Last 5 Years that best illustrate qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

- a. Name of Client:
- b. Address:
- c. Start Date (Month/Year):
- d. Completion Date (Month/Year):
- e. Approx. Value of Services (in PKR):
- f. Narrative Description of Project:
- g. Description of Actual Services Provided by Note: use

multiple entries for different clients

Form of Proposal

M. Ubaidullah Khalid
Deputy Director (Admin)
SECP
Islamabad.

Sir

Reference your advertisement dated _____ for Hiring of Travel Agencies.

1. We, hereby submit our complete proposal along with all the requirements as per the Pre-Qualification document. We acknowledge that SECP is not bound to accept any Proposal in this regard and reserve the right to accept or reject any offer and to annul the pre-qualification process and reject all proposals without assigning any reason or having to owe any explanation whatsoever.
2. The decision of Commission shall be final and will not be liable for any loss or damage to any party acting in reliance thereon.
3. We agree to abide by this pre-qualification for a period of one hundred and twenty days from the proposal opening date or any extension thereto granted and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
4. We submit herewith our Proposal as one original.
5. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the Proposal. In case any information is found wrong, misleading or misstated in this Proposal, the same may lead to rejection of our proposal and our disqualification.

We remain,

Yours' sincerely

Authorized Signature:

Name and Title of Signatory:

Name & Address of Firm:

Format of Authority Letter

Authority Letter

Know all mean by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of [_____] in [name of the company] to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Hiring of Travel Agencies in response to the pre-qualification by the SECP including signing and submission of all documents and providing information/responses to SECP in all matters in connection with our proposal.

We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this Authority Letter and that all acts, deeds and things done by our aforesaid authorized representative shall and shall always be deemed to have done by us.

Date this {date}day of {month} 2019

For:

[Signature]

[Name, designation and Address]

Accepted

[Signature]

[Name, title address of the Authorized Representative] Date:

Charges Schedule

S. No.	Description	Service Charges (%age of ticket cost / airfare etc.)
1	Arrangements for domestic tickets	
2	Arrangements for international tickets	
3	Visa & Passport related services	

Compliance Certificate/Undertaking

I, (Name); (CNIC#); (Designation), (Company Name) have gone through the Terms/Conditions of this Pre-Qualification Document and have found the document in whole as non-biased to any particular vendor or product/ brand. I hereby undertake and firmly bound myself to abide by/ comply with all sections / conditions of this Pre-Qualification Document.

I do not have any objection/comment on any item and fully understand the requirement of SECP.

Authorized Signature of the Applicant:

EVALUATION CRITERIA

S. No.	Evaluation Grounds	Marks
A.	Experience in the field, in number of year, since inception of business operations as registered travel agent at Department of Tourism and Services (DTS) (1 Mark per Year, Max marks for 15 years plus experience)	15
B.	Business Volume (Max. marks for max. business volume/ rest on pro-rata basis)	10
C.	No. of clients. Clientele of the firm (1 mark for each of the UN agencies, Embassies, International NGOs, Government Organizations, Financial Institutions/ banks and Multinationals subject to maximum of 4 marks for each of the mentioned categories)	24
D.	Geographical Coverage (3 marks each for Offices at Karachi, Lahore, Islamabad and 1 mark each for office at Faisalabad, Multan, Peshawar, Quetta and Sukkur)	14
E.	Credit period/limit provided (<u>Credit period</u> - Max marks 5 for 1 month credit period and rest pro-rata, Minimum credit period shall not be less than 15 days. <u>Credit Limit</u> - Max marks 5 for max Credit limit and rest pro-rata)	10
F.	Provision of 24/7/365 days services 3 Marks – at travel agents office, 2 Marks – services availability or have office desk at the Airport, 2 Marks – on personal cell phone or landline 1 Marks - for dispatch rider services	8
G.	Other related services (3 Marks – for Provision of travel related services aboard 3 Marks – for Visa processing services)	6
H.	E-Ticketing Facility Available	5
I.	Local Ticketing (Max marks to the max agency discount rest pro rata)	5
J.	International Ticketing (Max marks to the max agency discount rest pro rata)	3
Grand Total		100

Applicant complying all mandatory requirements and securing 60% marks shall be considered as pre-qualified for required services.

Annex “I”

Sample Agreement

This Agreement (“Agreement”) is made at Islamabad on this ____ day of ____ 2019.

By and 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 assigns) of the ONE PART

And

(Pre- Qualified Service Provider), having its registered office (Address of Pre- Qualified Service Provider) (hereinafter referred to as the “Contractor” which expression shall, where the context so permits, include its successor in interest and assigns) of the OTHER PART

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

WHEREAS;

- A. The Commission is established for the beneficial regulation of the capital markets, superintendence and control of corporate entities and for matters connected therewith and incidental thereto.
- B. The Commission requires service of an Air Travel agency in order to facilitate travel facilities for its employees. (“Annexure-A”).
- C. The Contractor is a firm dealing in Issuance of Air Tickets (Domestic and International), Worldwide Hotel Reservations, Visa Services, Group Tours, Airport Protocol Services, Travel Insurance, Ground Handling & Surface transport and Event management.
- D. The Commission is desirous of acquiring from the Contractor, and the Contractor has agreed to provide the services as required by Commission in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations and covenants hereinafter set forth and for other good and valuable consideration the adequacy of which is hereby acknowledged by the Parties and the mutual benefits to be derived therefrom, the representations and warranties, conditions and promises contained herein below and intending to be legally bound, the Parties agree as follows:

1. Duration

- i. This Agreement will become effective as of -----2019, and will remain in effect for a period of three (03) years (the “Term”) or until terminated in accordance with Article 4 of this Agreement. 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 mutual agreement 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 “the Term” shall refer to the entire duration of the Agreement.

2. Scope of Work

- i. The Contractor will arrange the services for Air Travel at the Head Office and CROs of the Commission in various cities of the country.
- ii. The services for Air Travel shall be in accordance with Annexure-A.
- iii. The Contactor shall perform the services for Air Travel from 8:30 a.m. to 5:30 p.m (Monday to Friday).
- iv. The Contractor shall also perform Air Travel services, in addition to the timings prescribed in sub-clause (iii) as and when required by the Commission.
- v. The Contractor shall, with respect to the Air Travel services, keep the response time down to minimum and shall provide for immediate rectification for any fault/error concerning the services of Air Travel.
- vi. This Agreement covers complete Air Travel including services provided in (TORs).
- vii. The Contactor will provide regular Air Travel services. Trouble shooting complaints if any will also be attended.

3. Price and Payments

- i. In consideration of the clear, efficient and uninterrupted fulfilment of the services and other obligations of the Contractor under this Agreement, the Contractor shall be paid with respect to each air ticket bought by the Commission in such a manner as specified hereunder.
- ii. The payment for the services shall be made on the basis of monthly charges. The Contractor shall arrange the invoice and send it to the Commission on or before the first day of next calendar month.
- iii. The Commission will ensure timely payments within thirty (30) days from the date of 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 is in material breach of any provisions of this Agreement and fails to remedy the said breach within thirty (30) days from the date of 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 thirty (30) days.
- iii. The Contractor may terminate this Agreement if the Commission fails to make payment as agreed upon under clause 3 of this Agreement, provided that, for the termination to be effective, the Contractor must serve a prior written notice of fifteen (15) working days to make the outstanding payment.

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”). Force Majeure shall include, but not be limited to, Acts of God, war (declared or undeclared), insurrection, acts of terrorism, acts of government or government bodies (including legislative bodies, courts and executive officers of agencies), unusually severe weather during the period in question. Or any other similar matters beyond the control of or which could not have been reasonably foreseen and / or avoided by the Party affected.
- 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 effected shall do all that is reasonably possible at its expense to remove or ameliorate the effect of such occurrence of Force Majeure.
- iii. 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 use their best efforts to amicably settle all disputes arising out of or in connection with this Agreement.
- 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 by mutual consent unless otherwise disposed of by mutual 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 arbitrator will have no authority to award or make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.
- iv. 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 agrees 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 fault in the services 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._500_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 held to be 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. If so required, the deleted provision shall be replaced by a valid new provision negotiated by the Parties, having as nearly as is legally possible the same economic and business effect which the illegal or unenforceable provision was intended to have.

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.
- ii. The 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 of number is notified by either of the Party to other Party, the last address

of number so notified to it.

Commission's office address and designated person:

To: Attn; Mr. Khalid Iqbal, HOD/Director (Admin)
Address: 63 NICL Building, Jinnah Avenue Blue Area, Islamabad.
Tel: 051-9207091-4 (Ext-146) Fax: 51-9204915

Contractor's office address and designated person:

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

13. 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 requisite law by the Contractor.

16. Annexure & Counterparts

- i. The Annexure(s) 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

For and on Behalf of Contractor

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

WITNESS

Signature:_____

Name:_____

Title:_____

WITNESS

Signature:_____

Name:_____

Title:_____