



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 47/19-20

Invitation to Bid

The Securities and Exchange Commission of Pakistan invites sealed bids from the service providers 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 Janitorial Services

Interested service providers may get bidding documents 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 requirement 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 **May 12, 2020** by 1100 Hrs. and will be opened on the same day at 1130 Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091-4 (Ext-437/444) during office hours (Monday to Friday excluding Public Holidays)

Arshad Kamal, Additional Director (Admin)
NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.

Terms and Conditions for Bids and Bidders

1. Tender Identification Number: **TENDER # 47 /19-20**

2. The Procurement Agency is:

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

3. The Securities and Exchange Commission of Pakistan invites sealed bids from service providers 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 Janitorial Services

through

SINGLE STAGE TWO ENVELOP METHOD

1. Bids shall comprise a single package containing TWO separate envelopes. Each envelope shall contain separately the financial Bid and the technical Bid. The envelopes shall be clearly marked as **“FINANCIAL BID”** and **“TECHNICAL BID”** in bold and legible letters.
2. The Bid Bond to be enclosed in a **SEPARATE ENVELOPE**, labelled as **“BID BOND”**, and should be with the technical bid envelop.
3. BID Bond should **not be enclosed** in the envelope of financial bid/proposal.
4. Initially, only the envelope marked **“TECHNICAL BID”** shall be opened publicly. The envelope marked as **“FINANCIAL BID”** shall be retained.
5. Bids not accompanied by bid bond/security as required or with less amount of bid bond/security will be rejected.
6. After the evaluation and approval of the technical bid, financial bids and their bid bonds of the technically accepted bids only will be opened at a time, date and venue announced and communicated to the bidders in advance. Financial bids of technically unsuccessful bidder will be returned.
7. Only registered service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR are eligible to provide services to the Commission. **Bids of all those bidders who are In-Active on ATL on the date of bid opening shall be rejected.**

8. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally or by visiting the SECP website: <https://www.secp.gov.pk/procurement/>
9. The bid validity period shall be 150 days.
10. SECP reserves the right to reject all bids and cancel this invitation at any stage of the bidding process.
11. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
12. The language of the bid is English and alternative bids shall not be considered.
13. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
14. The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by bid bond/security (refundable) for an amount equal to 2% of the total quoted price (inclusive GST, if applicable) in shape of either pay order, demand draft in favor of Securities and Exchange Commission of Pakistan.
15. The amount of the bid shall be in Pak rupees, however, for the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
16. In case any bidder submits more than one option against this invitation then bid bond/security shall be submitted against highest quoted option
17. If the bid is withdrawn after bid opening time and before the expiry of bid validity the bid bond/security will be forfeited in favor of the SECP, Islamabad.
18. Bid bond/security of the bidder who is unable to supply ordered items/provide services shall be forfeited in favor of the Commission
19. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the service providers shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.
20. The rates must be quoted strictly in accordance with our documents and Annex(s).
21. Discounts (if any) offered by the service provider shall be part of the bid.
22. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of quoted price shall be clearly mentioned.
23. **Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.**

24. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes and selected service provider will have to provide the required services/equipment, if selected and declared as lowest evaluated service provider. In case selected service provider is not willing to provide required services on quoted rates then its bid security submitted with the bid will be forfeited in favor of the Commission and second lowest evaluated bid will be considered.
25. Free of cost benefits (if any) offered by the bidder shall be part of the bid.
26. The quantities/strength /requirements required may vary according to SECP requirement.
27. Selected service provider will have to provide the required services/equipment, if selected and declared as lowest evaluated bidder. In case selected bidder is not willing to supply/provide services on quoted amount then bid bond/security submitted with the bid will be forfeited in favor of the Commission.
28. The bid bond/security of successful bidder will be retained and returned after delivery, installation and commissioning of complete equipment/licenses/services/renewals of ordered items. However, bid bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.
29. During the retention period the bid bond/security, no interest / markup will be provided by Commission to bidder at the time of refund/release of bid bond/security.
30. The interested companies/firms must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business, for not less than 01 year.
31. Bids shall be evaluated as per evaluation criteria prescribed in the bidding documents.
32. The proof of companies/firm existence as a legal entity.
33. Bidder must submit following on stamp paper of Rs.100/letter head, **failing which the bid shall be rejected:**
 - a. Affidavit that the documents/details/information submitted is true and liable to be rejected if proven false and in that case legal action is liable on that bidder.
 - b. Affidavit that the bidder has never been blacklisted by any National/International organizations.
34. Tax shall be deducted/withheld as per applicable sales tax and income tax law. If selected service provider is not in ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
35. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, if applicable.
36. Services provided must be paid in respect of all applied allowances, duties and taxes.

37. The strength of employees may increase/decrease according to SECP requirement.
38. The bidders do not have the option of submitting their bids electronically.
39. Telegraphic and conditional bids will not be accepted.
40. Unsealed bids will not be received and all such bids shall be rejected.
41. Sealed bids may be dropped in the tender drop box placed at **Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
42. SECP shall disqualify any service provider if it finds at any time that the information submitted by the service provider is false and materially inaccurate.
43. Clarification if any on the requirement may be obtained from:
ubaidullah.khalid@secp.gov.pk
44. The place of bid destination is: **Securities and Exchange Commission of Pakistan**, 4th Floor, NICL Building, 63 Jinnah Avenue, Islamabad.
45. The envelopes shall bear the following additional identification marks:
- Bid for: Hiring of Janitorial Services**
Bidder Name: XYZ
Attention: Arshad Kamal
 Additional Director (Admin),
 4th Floor, Securities and Exchange Commission of Pakistan
 NICL Building, 63 Jinnah Avenue, Islamabad.
46. The deadline for the submission of bids is:
- Date: May 12, 2020**
Time: 1100 Hrs.
47. The bid opening shall take place at:
- Securities and Exchange Commission of Pakistan**
NICL Building, 63 Jinnah Avenue, Islamabad
Date: May 12, 2020
Time: 1130 Hrs.
48. A statement **“Not to be opened before 1130 Hrs. May 12, 2020”** shall be clearly mentioned on the top of the sealed bid.
49. The bids received after the due date and time will not be entertained.
50. Successful bidder will have to sign a legal agreement with SECP. All the services shall be in accordance with the agreement signed between the parties’ i.e., SECP and the successful

bidder;

Note:

a. The attachment details are as under:

| | | |
|----|-------------------------------|------------------|
| 1. | Terms of Reference | Annex “A” |
| 2. | Financial Bid Submission Form | Annex “B” |
| 3. | Evaluation Criteria | Annex “C” |
| 5. | Sample Agreement | Annex “D” |
| 6. | Documentary Evidence Form | Annex “E” |

b. If the above terms and conditions are acceptable then bids must be submitted well in time and according to the requirements.

Terms of Reference

Purpose:

SECP is inviting interested parties to bid for the provision of Janitorial services to provide high quality and professional janitorial services through fully trained housekeeping staff.

Scope of work entails:

Scope of work is hereunder:

Daily Tasks:

- Cleaning, sweeping and mopping all areas of the premises of SECP (HO) and three CROs (based in Islamabad, Lahore and Karachi) as per services under this agreement.
- Vacuum cleaning of all carpeted areas.
- Cleaning and dusting of all furniture, fixture, chairs, sofas, tables, computers, computer desks, telephone, partitions, doors, pedestal fans, fire extinguishers, fire aid boxes, electric switches / sockets / fixtures, blinds planters, racks, cabinets (steel / wooden) and filing cabinets or any other installed and removable fixture.
- Cleaning of glass curtain walls from inside with glint.
- Cleaning of glass windows from inside with glint.
- Cleaning of all partitions from both sides.
- Cleaning of waste paper baskets under all desks.
- Collections, removal and disposal of waste and garbage
- Change of towels in wash rooms.
- Change of toilet soap in wash rooms.
- Change of tissues paper/toilet paper in the toilets.
- Refilling of soap dispensers

WEEK END

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

Monthly

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

Carpet, furniture upholstery, vertical blinds, fabric shampooing and fumigation 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.

Address and description of Premises:

| Location | Description | |
|------------------------------|--------------------|--|
| Head office Islamabad | Approximate Area | 57,820 sqft |
| | Floors | 13 |
| | Bathrooms | 43 |
| | Staff Requirement | Supervisors = 1 Janitors =17 Electrician =1 Plumber = 1 |

| | | |
|--|-------------------|--------------|
| Company Registration Office Islamabad | Approximate Area | 8593 sqft |
| | Floors | 01 |
| | Bathrooms | 02 |
| | Staff Requirement | Janitors =02 |

| | | |
|--|-------------------|--|
| Company Registration Office Karachi | Approximate Area | 27422 sqft |
| | Floors | 02 |
| | Bathrooms | 16 |
| | Staff Requirement | Supervisors =1 Janitors =06 Electrician cum plumber=1 |

| | | |
|---|-------------------|--------------------------------|
| Company Registration Office Lahore | Approximate Area | 15582 sqft |
| | Floors | 02 |
| | Bathrooms | 07 |
| | Staff Requirement | Janitors =05 Electrician=01 |

Other Requirements

1. Interested bidder must submit its profile and list of existing clientele.

2. Company should have group insurance for its employees and must be registered with EOBI, social security along with minimum wages must be paid , set by the Govt. of Pakistan.. Any other benefit provided by the Company would be considered as an edge and advantage.
3. Company will be bound to provide the Janitorial services within 7 days after issuance of work order.
4. Contractor will be fully responsible in case of theft, or damage caused by the janitorial staff.
5. Janitorial services are provided six days a week 6 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.
6. Contractor shall ensure that proper dress code with name tag is observed by his supervisor. Moreover, management of the janitorial staff will be the responsibility of the contractor.
7. Inventory of equipment; imported brand buffing machine with shampoo and water extraction option and new vacuum cleaners with essential kit for upholstery vacuuming should also be submitted along with the tender documents
8. Bidders must provide details of janitors deployed with respect to location outlined in the requirement.
9. Electrician, Plumber etc, should be well versed in their job/skill and must possess a good knowledge of civil works.
10. Contact person of the contractor shall visit the Admin Dept. of SECP once a week to obtain feedback, however in case of emergency the visit can be obtained upon call/request.
11. 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 replacement within 12 hours.
12. Carpet and furniture upholstery shampoo and fumigation would be done at least once a month and vertical blinds cleaning (wet/dry) as and when required shall be part of the package.
13. 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.
14. Copies of Sales Tax Registration Number and National Tax Number should be affixed with the bidding documents.
15. Provision of the detail regarding the offices operating in Pakistan with addresses & telephone numbers of employees.
16. The services required and janitor strength may vary i.e. increase/decrease, according to SECP requirement.

17. Cost of spray/fumigation if we face a situation like nowadays i.e coronavirus etc. This would be one time cost with WHO-recommended medicine.

18. The list of the material is mentioned below

| S. No. | ITEMS |
|--------|----------------------------|
| 01 | TISSUE PAPER |
| 02 | SOAP |
| 03 | HAND WASH |
| 04 | DUSTER |
| 05 | FENYLE or Equivalent |
| 06 | VIM or Equivalent |
| 07 | BROOM |
| 08 | WIPER |
| 09 | HARPIC or Equivalent |
| 10 | GLINT or Equivalent |
| 11 | DETERGENT |
| 12 | ACID |
| 13 | SWEEP or Equivalent |
| 14 | BLEECH or Equivalent |
| 15 | AIRFRESHNER |
| 16 | SCOTCH BRITE or Equivalent |
| 17 | INSECT/FLY SPRAY |
| 18 | DRY MOB |
| 19 | FLOOR POLISH |
| 20 | ROUGH TOWEL |
| 21 | TISSUE ROLL |
| 22 | DETTOL or Equivalent |

Financial Bid Submission Form

Rates must be quoted in following manner:

| A | B | C | D | E = C x D | F = E x 12 |
|-------------------------|--|------------------------------|-----------------------|-------------|-------------------|
| S. No. | Services/Item | Strength Requirement | Rate Per month* (Rs.) | Total (Rs.) | Annual Cost (Rs.) |
| Head Office , Islamabad | | | | | |
| 1 | Supervisor | 1 | | | |
| 2 | Plumber | 1 | | | |
| 3 | Electrician | 1 | | | |
| 4 | Janitors | 17 | | | |
| CRO Islamabad | | | | | |
| 5 | Janitors | 2 | | | |
| CRO Karachi | | | | | |
| 6 | Supervisor | 1 | | | |
| 7 | Plumber cum Electrician | 1 | | | |
| 8 | Janitors | 6 | | | |
| CRO Lahore | | | | | |
| 9 | Electrician | 1 | | | |
| 10 | Janitors | 5 | | | |
| 11 | Material Cost FOR ALL LOCATIONS | (Lump Sum) | | | |
| 12 | Cost of spray/fumigation if we face a situation like nowadays i.e. coronavirus etc. This would be one time cost with WHO-recommended medicine. | One time cost Per activity** | | | |
| Grand Total | | | | | |

*Quoted rate(s) must be inclusive of all statutory payment and applicable taxes

**Service will be utilized on as and when required basis, however, breakup of One time activity be provided for each location i.e. HO ISb, CRO Isb, CRO Khi and CRO Lhr.

Bid Security Shall be = **Grand Total (i.e. Total of Annual Cost) x 2%**

Evaluation Criteria

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

| Criteria: | Max Score |
|---|------------|
| Particulars of the Bidder (100 Marks) | |
| Geographical Outreach: Name of area/region, addresses, contacts etc. The company should at least have its branch offices in Islamabad, Karachi and Lahore. (10 marks for each location in Islamabad, Lahore and Karachi) | 30 |
| Experience: Number of years of applicable experience of organization: (Two (2) marks for each year. Maximum marks for 10 years or plus experience) | 20 |
| Janitorial Staff: Number of personnel on company roster (strength/deployment year wise detail for last two years) Over 2000= 20 1000-1999= 10 999 or below=5 | 20 |
| Assignments in Hand: Bidder to provide references of similar services rendered: 10 >References= 10 7 References= 7 or less 4 References= 4 or less 2 References= 2 or less | 10 |
| Equipment & Other Factors: Buffing and Polish Machine=5 Marks Heavy Duty Vacuum Cleaner=5 Marks | 10 |
| ISO Certification (Quality Management/Facility Management) | 10 |
| TOTAL | 100 |

Note:

- 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.

Sample Agreement

This agreement (“Agreement”) is made on this _____ day of ___ June ___ 2020,

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-E, Jinnah Avenue, Islamabad, Pakistan (hereinafter 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

_____ (Successful Bidder Name) having its registered office at _____ (Address) _____ (herein after 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 Office Islamabad.
- 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 WITNESSES AS FOLLOWS

1- Duration

1-1. This Agreement will become effective as of _____1st July 2020____ 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- Payments

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 a fixed total amount of Rs. ____/- (Rupees____ per month in accordance with Schedule-C.

3-2. The Commission SECP will ensure timely payments within 30 days after the receipt of invoice from the contractor 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 at his own cost provide efficient sanitation and cleaning services, supervised and inspected by experienced and trained supervisors, who shall be available at all time inside the premises of the Commission. The services will be provided in accordance with the requirements and adequate standard of hygiene. The Contractor undertakes to provide these services to the full satisfaction of the Commission and will accordingly carry 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.
- 4-4. The contractor shall be responsible for all acts or omissions of any of its staff or personnel working on the premises and liable for any loss or damage and compensate the Commission accordingly.
- 4-5. The contractor will be responsible to provide neat and clean uniforms 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 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 ensure that such equipment are properly used.
- 4-8. The contractor will indemnify the Commission against all the damages or losses etc. that may be caused by his staff / 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 contractor 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 but not be limited to misconduct and unauthorized absence from duty). 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.

6- Arbitration

If any dispute arises at any time between the parties:

- 6-1. The parties shall endeavor to resolve such differences amicably.
- 6-2. In the event of that such differences cannot be resolved within a period of 15 days: the matter shall be referred to the Departmental Head Admin of SECP, whose decision shall be final and binding on both the parties.

7- Force Majeure

- 7-1. 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 reasonable control of party so effected (to include but not limited to acts of God, acts of Government, war explosions, terrorism, sabotage, natural disaster, riots, 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 provided 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.

8- Governing Law

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

9- Amendment

This Agreement and schedules thereto 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.

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 arrangements.

13- 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 (s) 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.

14- Notice

- 14-1. Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, facsimile or electronic mail to such party at the contact details detailed below.

To the Commission:

[Name of the authorized representative]

[Title]

Securities and Exchange Commission of Pakistan

NIC Building 63, Jinnah Avenue,
Islamabad

Telephone

Facsimile:

E-mail:

To the Contractor:

[Name of the authorized representative]

[Title]

[Address]

Telephone

Facsimile:

E-mail:

- 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.
- 15-2. 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.
- 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 terms of SECP Act 1997 shall be applicable on all the staff and personnel of contractor working in the premises.

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 above mentioned.

For Securities and Exchange
Commission of Pakistan

For Contractor

Name: _____
Title _____

Name : _____
Title: _____

Witness

Witness

SCHEDULE-A: SCOPE OF WORK (As Per Bidding Documents)

SCHEDULE -B: ADDRESS AND DESCRIPTION OF PREMISES

SCHEDULE -C: BREAKUP OF JANITORIAL SERVICE CHARGES

Terms and conditions may change at the time of signing off by both parties with mutual agreement

DOCUMENTARY EVIDENCE

Name of the Bidder: _____

Bid against Reference No: _____

Date of opening of Bid: _____

Documentary evidence for determining eligibility of the bidders & evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. **Bidders are required to mark page number on each page of the bid and mention the exact page number of relevant documents in the table below.** Bidders are advised to attach all supporting documents with this form in the order of the requirement.

| S# | Required Documentation | Signature of Bidder | Supporting Document's Name | Page Number in the Bid. |
|----|---|---------------------|----------------------------|-------------------------|
| 1 | NTN Certificate | | | |
| 2 | GST Certificate | | | |
| 3 | On Active Tax Payers List of FBR | | | |
| 4 | Registration/Incorporation/Business Certificate | | | |
| 5 | Affidavit(s) /Undertaking | | | |
| 6 | Bid Bond/Security | | | |
| 7 | Bid Validity period of 150 days | | | |
| 8 | Bidding documents (each page) duly signed/stamped | | | |