



**SECURITIES AND EXCHANGE COMMISSION OF  
PAKISTAN**

**T# 02/22-23(KHI)**

**Invitation to Bid**

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

**Maintenance Services of Split type Air conditioners  
installed in SECP Office at Karachi**

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

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before 22<sup>th</sup> May 2023 by 1100Hrs and will be opened on the same day at 1130Hrs.

In case of any query, Admin Department may be contacted on telephone No. 021-99002056 or by sending an email at [Sajjad.ahmed@secp.gov.pk](mailto:Sajjad.ahmed@secp.gov.pk) during office hours(Monday to Friday excluding Public Holidays).

Sajjad Ahmed, Deputy Director (Admin)  
4th Floor, State Life Building # 2, Wallace Road, Off: I.I. Chandigarh, Karachi.

### **Terms and Conditions for Bids and Bidders**

1. **Tender Identification Number: TENDER # 02/22-23(KHI)**
2. The Procurement Agency is:  
  
**Securities and Exchange Commission of Pakistan**  
State Life building # 2, 4th Floor Wallace Road, Off. I.I. Chandigarh Road Karachi
3. The Securities and Exchange Commission of Pakistan invites sealed bids from the principal's authorized dealers/distributors/partners/resellers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

#### **Maintenance Services of split type Air-conditioners installed in SECP Karachi**

through

#### **SINGLE STAGE ONE ENVELOP METHOD.**

4. 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.
5. 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/>
6. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
7. The bid validity period shall be 150 days.
8. The bids should be accompanied by bid security (refundable) amounting to Rs.30,000 in shape of either pay order, demand draft in favor of Securities and Exchange Commission of Pakistan. Bids not accompanied by bid bond/security or with less amount of bid security will be rejected.
9. The amount of the bid and bid security shall be in Pak rupees.
10. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be allowed and may disqualify the original offer.
11. The rates must be quoted strictly in accordance with our documents and Annex(s).
12. Discounts (if any) offered by the bidder shall be part of the bid and for taxation purposes will be treated in accordance with the applicable laws.
13. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
14. 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 best evaluated bidder.

15. In case selected bidder is unable to supply on quoted amount then bid security submitted with the bid will be forfeited in favor of the Commission.
16. In case any bidder submits more than one option against this invitation then bid security shall be submitted against highest quoted option.
17. If the bid is withdrawn before the expiry of its validity or the supply/services are not made/provided within due date, the bid security will be forfeited in favor of the SECP, Karachi.
18. The language of the bid should be in English and alternative bids shall not be considered.
19. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
20. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business. A brief profile of the bidder, along with list of major customers (corporate sector) along with their contact details is required.
21. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
22. Bidder must submit the undertaking as per format prescribed in relevant Annexure, failing which the bid shall be rejected.
23. Bids from any bidder who is found or purported to be engaged or under investigation for offences related to fraud, under-invoicing, tax evasion, concealment, money laundering etc. shall be rejected without assigning any reason.
24. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad, Karachi, and Lahore offices (if applicable).
25. All software-based items contain installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal).
26. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes, if applicable.
27. Required quantities may increase/decrease according to SECP requirement.
28. The end user License, end user warranties and end user support services will be in the name of SECP for all equipment and software loaded on the equipment delivered., if applicable.
29. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid, if applicable.
30. After selection if any supplier is not available 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.
31. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
32. SECP shall purchase/get the renewal/support subscription/services from bidder found in compliance to the requirement mentioned in the bidding document and lowest amongst all on aggregate bases of items quoted rates.

33. In case 1<sup>st</sup> lowest bidder of aggregate rates is unable to supply ordered items then the Commission reserve the right to award the contract to 2nd lowest evaluated bidder of aggregate rates. In case 2nd lowest evaluated bidder is unable to supply ordered items then the Commission reserve the right to award the contract to 3rd lowest evaluated bidder of aggregate rates.
34. 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.
35. Payment shall be made after delivery, installation and commissioning of complete equipment/services/renewals. All payments shall be made after deduction of taxes and all payments shall be made through cross cheque in Pak Rupees. Taxes will be deducted at source as per Government Rules at the time of payment.
36. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
37. Unsealed bids will not be accepted.
38. Sealed bids may be dropped in the tender drop box placed at State Life building # 2, 4th Floor Wallace Road, Off. I.I. Chandigarh Road, Karachi
39. Clarification if any on the requirements may be obtained from [sajjad.ahmed@secp.gov.pk](mailto:sajjad.ahmed@secp.gov.pk)
40. The bid security of successful bidder will be retained throughout the contract/agreement period. However, bid security of unsuccessful bidders will be returned after award of contract to successful bidder.
41. During the retention period the bid security no interest / markup will be paid on this amount by Commission to bidder at the time of refund/release of bid security.
42. Successful bidders shall be bound to provide the required services/renewal within the delivery period/before expiry.
43. Bid(s) received after the due date and time i.e. bid submission, will be rejected.
44. 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.
45. The place of bid destination is:

**Securities and Exchange Commission of Pakistan,**

State Life building # 2, 4th Floor Wallace Road, Off. I.I. Chandigarh Road Karachi

46. **The envelopes shall bear the following additional identification marks:**

**Bid for: Annual Maintenance of Split type Air conditioners installed in SECP Office at Karachi**

**Bidder Name:** XYZ

**Attention:** Sajjad Ahmed  
Deputy Director, Admin,  
State Life building # 2, 4th Floor Wallace Road, Off. I.I. Chandigarh Road  
Karachi

47. The deadline for the submission of bids is:

**Date: 22<sup>th</sup> May 2023**

Time: 1100 Hrs

48. The bid opening shall take place at:

**Securities and Exchange Commission of Pakistan**

State Life building # 2, 4th Floor Wallace Road, Off. I.I.  
Chandigarh Road Karachi

Date: 22<sup>th</sup> May 2023

Time: 11:30 Hrs

**A statement “Not to be opened before 1130Hrs Date: 22<sup>th</sup> May 2023” shall be clearly mentioned on the top of the sealed bid.**

**Note: Attachment Details are as under:**

<b>1.</b>	TORs and Evaluation Criteria	<b>Annex “A”</b>
<b>2.</b>	Documentary Evidence Form	<b>Annex “B”</b>
<b>3.</b>	Format of Affidavit/Undertaking	<b>Annex “C”</b>
<b>4.</b>	Sample draft agreement	<b>Annex “D”</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**

1. Scope of Work includes but not limited to, repair and maintenance of 70 split type air conditioners installed in SECP Karachi office to the entire satisfaction of the commission. Replacement parts, service provided will be charged as per actual quoted rates of the successful bidder in the below mentioned table

<b>S.NO</b>	<b>Jobs</b>	<b>Rates to be Quoted (PKR)</b>
1.	Master Service per AC	
2.	Normal service per AC	
3.	Diagnostic charges (Please confirm if diagnostic charges are adjustable in below mentioned charges)	
4.	Labor charges for filling of Gas	
5.	Charges for gas per kg	
6.	Charges for invertor gas per kg	
7.	Labor charges for replacement of Capacitor.	
8.	Cost of capacitor all type Fuji	
9.	Labor charges for replacement of Circuit	
10.	Cost of circuit (circuit repairing)	
11.	Recondition compressor	
12.	Labor charges for replacement of Compressor inclusive of old Compressor	
13.	Installation of AC charges	
14.	Dismantle of AC charges	
15.	Copper pipe for 2 ton AC per fit	
16.	Copper pipe for 1 and 1.5 ton AC per fit	
17.	U-band	
18.	Valve charges for 2 ton AC	
19.	Valve charges for 1.5 and 1 ton AC	
20.	Compressor Cable	
21.	Appropriate gauge power cable (RFT)	
22.	Blower Motor	
23.	Flyer Maintenance Charges	
24.	Supply of Areo Flex	

25.	Drain Maintenance	
26.	AC- Wiring Repair	
27.	Supply of Union-3/8	
28.	Compressor Wiring (RFT)	
	Total (Rs.)	

2. Bids Found in compliance with all the requirement (s) and quoted lowest aggregate basis of items quoted price shall be selected.
3. SECP shall disqualify any bidder if it finds at any time that the information submitted by the bidder is false and materially inaccurate.
4. Successful bidder will have to sign a legal agreement for the required services with the Commission for one year, and maybe extended for another one year.
5. The bids should be accompanied by bid security (refundable) amounting to Rs.30,000 in shape of either pay order, demand draft in favor of Securities and Exchange Commission of Pakistan. Bids not accompanied by bid bond/security or with less amount of bid security will be rejected.
6. Make, tonnage, quantity etc. of Split Air conditioners installed is mentioned in the sample draft agreement - **Annex - D**

**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	Availability on Active Tax Payers List of FBR			
4	Registration/Incorporation/Business Certificate			
5	Affidavit(s)			
6	Bid Bond/Security (As applicable)			
7	Bid Validity period of 150 days (As applicable)			
8	Bidding documents duly signed/stamped			
9	Authorized Contact Number and Email Address.			



**Format of Affidavit/Undertaking (DULY NOTARIZED)**

**Bidder must submit following undertaking (on stamp paper of Rs.100 ) duly notarized, failing which the bid shall be rejected:**

- a) I, Mr. .... S/o..... holding CNIC # ..... from M/s ..... Having Its business office at ....., do hereby solemnly affirm and declare as under;
- b) That M/s ..... is not engaged, under investigation or offences or no proceedings are pending before FBR, Customs, NAB, any Judicial form, FIA or any other Govt. authority with respect to fraud, terror financing, money laundering etc.
- c) We also confirm that our firm has not been black listed by any National/International organization or forum and its entitled to carry out its business activities to the standard business ethics.
- d) That the Partner(s) / Officers of M/s..... have not been subject to financial crime. Nor they every compounded with their creditors in any capacity.
- e) The above statement is true to the best of my knowledge and belief and nothing has been concealed or is false.

***Note: In case any bidder is found in the list of “Blacklisted Firms-Pakistan” or related links at <https://www.ppra.org.pk/> then its bid shall be rejected***

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

***Signature*** \_\_\_\_\_

***Stamp:*** \_\_\_\_\_

**DRAFT**  
**S E R V I C E   A G R E E M E N T**

This Service Agreement is made on this **1st day of July 2023** (“Agreement”) by and between

**Securities & Exchange Commission of Pakistan**, an autonomous body established under SECP Act 1997, having its regional office at State Life Building No. 2, 4<sup>th</sup> & 5<sup>th</sup> Floor, Wallace Road, Karachi, hereinafter referred to as “Commission” of the one part;

AND

**M/s XYZ** , having its office at \*\*\*\*\* (hereinafter referred to as the “Contractor”) of the other part.

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

**WHEREAS**

- A. The Commission requires service and maintenance of Split air conditioners (Service) at the premises of regional office of the Commission at State Life Building No. 2, 4<sup>th</sup> & 5<sup>th</sup> Floor, Wallace Road, Karachi (“office premises”);
- B. The Contractor is a sole proprietorship firm dealing 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 offered to the Commission 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 THIS AGREEMENT WITNESSES AS FOLLOWS:-**

**1. Duration**

This Agreement will become effective as of **1<sup>st</sup> July, 2023** and will remain in effect for one (1) year (the “Term”) or until terminated in accordance with Article/Clause 4 or 15.

15 days prior to the expiration of the Term, the parties may discuss and agree to extend the Agreement for a further period on terms and conditions as mutually agreed between the parties, provided that, the parties must enter into a written agreement to extend the term. When used in this Agreement, the phrase “the Term” shall refer to the entire duration of 12 months of the Agreement.

## **2. Scope of Work**

- i. The contractor shall be responsible for the Services of maintenance and repair of split air conditioners to the entire satisfaction of the Commission as per below agreed charges as per below mentioned job.

<b>S.NO</b>	<b>Jobs</b>	<b>Rates to Quoted (PKR)</b>
1.	Master Service per AC	?
2.	Normal service per AC	?
3.	Diagnostic charges (Please confirm if diagnostic charges are adjustable in below mentioned charges)	?
4.	Labor charges for filling of Gas	?
5.	Charges for gas per kg	?
6.	Charges for invertor gas per kg	?
7.	Labor charges for replacement of Capacitor.	?
8.	Cost of capacitor all type Fuji	?
9.	Labor charges for replacement of Circuit	?
10.	Cost of circuit (circuit repairing)	?
11.	Recondition compressor	?
12.	Labor charges for replacement of Compressor inclusive of old Compressor	?
13.	Installation of AC charges	?
14.	Dismantle of AC charges	?
15.	Copper pipe for 2 ton AC per fit	?

16.	Copper pipe for 1 and 1.5 ton AC per fit	?
17.	U-band	?
18.	Valve charges for 2 ton AC	?
19.	Valve charges for 1.5 and 1 ton AC	?
20.	Compressor Cable	?
21.	Appropriate gauge power cable (RFT)	?
22.	Blower Motor	?
23.	Flyer Maintenance Charges	?
24.	Supply of Areo Flex	?
25.	Drain Maintenance	?
26.	AC- Wiring Repair	?
27.	Supply of Union-3/8	?
28.	Compressor Wiring (RFT)	?

- 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 shall be responsible for any damage caused by the negligence, inaccurate diagnosis or incompetency of its technicians, employees, authorized personnel/representatives etc.
- iv. That the Contractor will not be responsible for any damage to the air conditioner(s) willfully caused by any of the Staffs of the Commission during the office hours or beyond the above hours and during week-ends i.e. Saturday and Sunday or any holidays during the period of Agreement.
- v. The details of air conditioners to be provided Services for, is provided as **Annexure -B**
- vi. The Contractor shall also perform services, in addition to the timings Prescribed in sub-clause iv as and when required by the Commission.
- vii. The Contractor shall with respect to the maintenance services, keep the response time down to minimum and shall provide for immediate rectification for any fault/error concerning, the air conditioners.
- viii. This Agreement covers complete maintenance including cleaning, Lubrication and adjustment, testing and repair labor of normal Usage.
- ix. The Commission will allow only Contractor authorized

personnel to work on contracted equipment and use only consumable & parts supplied by the Contractor. The list of authorized, personnel carrying their names and NIC numbers etc. will be provided by the contractor upon signing this Agreement.

- x. The Contractor will provide regular services. Trouble shooting complaints if any will also be attended by the Contractor.

### **3. Price and Payments**

The charges to be paid on for monthly bills against submission of bills duly signed by the Contractor or his representative, specifically authorized on letter-head for this purpose.

Commission will ensure timely payments within 15 days after the receipt of invoice from the Contractor for each month.

All related Government importation charges, excise duty, sales tax, and income tax or any other taxes and duties presently in force shall be inclusive in the above mentioned charges / price and Contractor is liable to pay the same. Any future taxes or levies if added or enforced by the government shall be added to the existing charges/prices and Contractor will be responsible for payment of such taxes.

### **4. Termination**

The Commission reserves the right to terminate the Agreement by giving notice, with or without assigning any reason, of 30 days to the Contractor.

The Contractor shall have right to terminate the Agreement only by giving a notice of at least 90 days to the Commission if it decides to discontinue the services.

The termination of this Agreement will not;

Relieve either party from any expense, liability or obligation or any remedy therefore which has accrued or emanated prior to the date of such termination, nor cause either party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

## **5. Dispute Resolution**

Any dispute arising out of this Agreement shall at first instance be resolved through negotiations by the Parties, and if no resolution is reached then shall be resolved through a single arbitrator mutually appointed by the Parties. The proceedings of arbitration shall be in accordance with the provisions of the Arbitration Act, 1940. The venue of arbitration shall be Karachi and the language shall be English.

## **6. Relationship**

The parties hereby agree that no terms of this Agreement shall be construed as to portray an employee or principal-agent between the parties and that both the parties are acting independently and at their entire discretion.

## **7. Assignment**

Commission is entitled to assign its rights, interest and benefits to any third party for consideration or otherwise. However, Contractor shall not assign or transfer its obligations, rights, interests and benefits hereunder without the concurrence of Commission.

## **8. 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 24 Hours, shall amount to penalty of Rs.500/- per day to the account of the Contractor.

## **9. Severability**

Each of the clause 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.

## **10. Confidentiality**

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 commission about any of its business information. Contractor shall not disclose any such information to any person or allow utilization of the same in any manner by any person.

Contractor shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by Commission or which

Contractor or any of its employees may obtain directly or indirectly the course of performance of this agreement.

## **11. Entirety**

This Agreement forms the entire understanding between the Parties and supersedes any and all previous correspondence or instrument between the Parties regarding the matter.

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

## **12. INDEMNIFICATION:**

The Contractor undertakes to indemnify and agrees to keep “the Commission” indemnified in respect of Loss incurred or suffered as a result of:

- (i) any breach of this agreement;
- (ii) any negligent act, error or omission in connection with the performance of this agreement by the party or its officers, employees or agents
- (iii) this indemnity survives the expiration or termination of this agreement.

## **13. Governing Law**

The Agreement shall be governed by and construed to be the laws of Islamic Republic of Pakistan.

## **14. Stamp Duty**

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

## **15. 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.
- iii. If the effect of Force Majeure continues beyond a period of sixty (60) days than either Party may terminate this Agreement.

IN WITNESS WHEREOF the parties here to and named above have set and subscribed respective hands and seal on the day, month and the year first above mentioned.

**(FOR AND ON BEHALF OF)  
SECURITIES & EXCHANGE  
COMMISSION OF PAKISTAN**

**(FOR AND ON BEHALF OF)  
M/s XYZ**

**Witness No. 1**

1. Name: \_\_\_\_\_  
NIC No. \_\_\_\_\_  
Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_  
NIC No. \_\_\_\_\_  
Signature: \_\_\_\_\_

**Witness No. 2. Name:** \_\_\_\_\_

2. Name: \_\_\_\_\_

NIC No. \_\_\_\_\_

NIC No. \_\_\_\_\_

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

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



**Annexure “B”**

Brand	General	Kenwood			PEL	Gree		Dawlance	Orient	Haier	
Tonage	2 Ton	1 ton	1.5 Ton	2 Ton	2 Ton	1.5 Ton	2 Ton	2 Ton	2 Ton	1.5 Ton	2 Ton
No. of ACs	2	1	10	29	2	4	9	2	3	6	2