



**SECURITIES AND EXCHANGE COMMISSION OF
PAKISTAN**

T# 05/24-25

Invitation to Bid

The Securities and Exchange Commission of Pakistan invites bids exclusively through the **e-Pak Acquisition & Disposal System (EPADS)** from service providers based in Pakistan registered with the Federal Board of Revenue or relevant tax authority, holding valid NTN and Sales Tax numbers, and appearing on the Active Taxpayers List (for both Income and Sales tax) for the following:

| Requirement | Tender Ref No. |
|--|--------------------------|
| Renewal of Kaspersky Endpoint Security for Business (Antivirus) Solution's (EDR) Licenses and Integration of Managed Detection & Response (MDR) Optimum Service on top of the EDR <i>(only from the principal's authorized dealers/distributors/partners/resellers)</i> | T#05 (i)/ 24-25 |
| Procurement for Support Renewal of Dell EMC Unity 400 Hybrid Storage Solution <i>(only from the principal's authorized dealers/distributors/partners/resellers)</i> | T#05 (ii)/ 24-25 |
| Hiring of Services for Air Travel, Hotel reservation and Protocol | T#05 (iii)/ 24-25 |

Bidding document(s), which include the terms and conditions, procurement method, bid submission procedure, bid security requirement, bid validity period, bid opening process, evaluation criteria and guidelines for clarification/rejection of bids, are available to the interested bidder(s) free of cost. These documents can be obtained from the undersigned or downloaded from <https://eprocure.gov.pk/> OR <https://www.secp.gov.pk/procurement/>

Bids must be prepared in strict accordance with the instructions outlined in the bidding document(s) and submitted exclusively through EPADS on or before 03:00 PM, **October 24, 2024**. The bids will be opened on the same day at 03:30 PM.

In case of any technical difficulty in using E-PADS, prospective bidder(s) may contact PPRA at <https://www.ppra.org.pk/>

For further inquiries, please contact the Admin Department at 051-9195437, 9195477 during office hours (Monday to Friday, excluding Public Holidays)

Mr. M. Ubaidullah Khalid, Additional Joint Director (Admin)
NICL Building, 63 Jinnah Avenue, Blue Area Islamabad

Terms and Conditions for Bidding

Tender Identification Number: TENDER # 05 (iii)/24-25

1. The Procurement Agency is:

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

Definitions

2. In this Bidding document, unless there is anything repugnant in the subject or context:

- i. “Annexures” means any of the Performa/template defined in this Bidding Document.
- ii. “Contract” means a contract agreement signed between the Most Advantageous bidder and SECP valid for three years.

Bidding

3. The Securities and Exchange Commission of Pakistan invites bids only through EPADS, from well reputed and financially sound service providers registered with IATA and Federal Board of Revenue and Respective Revenue Authorities & who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

Hiring of Services for Air Travel, Hotel Reservation and Protocol,

The bidder shall provide services as per scope of services/TORs detailed at **Annex “A”**. The bidding methodology will be Single Stage Two Envelope.

Instructions to Bidders

4. The objective of “instructions to bidders” is to provide bidders the information to submit their bid in response to this invitation in the same order/sequence as set forth in this document. Bidder must follow the following requirements for their bids.
5. The envelope containing only Bid Security instrument in physical shall bear the following additional identification marks:

Bid Security for: “Hiring of Services for Air Travel, Hotel Reservation and Protocol”

Submitted By: XYZ
Attention: M. Ubaidullah Khalid
Additional Joint Director Admin
Securities and Exchange Commission of Pakistan
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad

6. The deadline for the submission of bids through EPADS only and bid security in physical at SECP Head Office, is on/before:

Date: October 24, 2024

Time: 1500 Hrs.

7. Bid opening shall take place at:

Securities and Exchange Commission of Pakistan

NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad

Date: October 24, 2024

Time: 1530 Hrs.

8. Bidders shall provide the documents to fulfill the requirements as mentioned in **Annex "B"**. Any shortcoming in the said requirements shall render the bidder disqualified.
9. Bidders are required to state, in their bids the name, title, fax number and email address of the bidder's authorized representative through whom all communication shall be directed until the process is completed or terminated.
10. The bidders shall bear all costs/expenses associated with the preparation and submission of the bid and SECP in no case be responsible/liable for those costs/expenses.
11. The bid validity period will be one hundred and fifty days (150) days, starting from the date of opening of the bids. The bid amount and bid bond/security shall be in Pak rupees. Bids should be accompanied by a refundable bid bond/security amounting to **Rs. 800,000** in the form of a Banker's Cheque i.e. pay order, in favor of the Securities and Exchange Commission of Pakistan. Cheques will not be accepted.
12. The language of the bid shall be English. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English translation, which shall govern for purposes of interpretation of the bid.
13. If the bidder withdraws their bid before the expiry of its validity or fails to provide services within the due date, the bid security will be forfeited in favor of the SECP.
14. Only registered suppliers who are on **Active Taxpayers List** (ATL) of FBR are eligible to supply goods/services to the Commission.
15. 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.
16. The decision of SECP will be binding on all bidders.
17. SECP reserves the right to cancel this requirement and reject all bids at any stage.
18. During the examination, evaluation and comparison of the bids, SECP at its sole discretion may ask any bidder (s) for clarifications of submitted bid. The request for clarification and the response shall be in writing via email.

19. Bids submitted except through EPADS, via email or fax will not be entertained.
20. Bidders 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.
21. Any bid security submitted after deadline for submission of bid security prescribed in these documents will not be accepted. Delays in the mail or courier, delays of person in transit, or delivery of a bid security to the wrong office shall not be accepted as an excuse for failure to deliver a bid security at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid security will be accomplished either in person, by messenger or by mail.

Selection Procedure

- a. The **bid security received in physical** and bids shall be opened through EPADS at the specified time and place in presence of the authorized representative of the bidders who are nominated and choose to attend.
- b. The bidders shall provide duly completed / filled in mandatory requirements for bidders to qualify along with supporting documents as provided therein. SECP shall evaluate the bid according to the mandatory requirements for bidders to qualify reject any bid, which does not conform to the specified requirements and finally concluded as "non- responsive".
- c. Criteria for Technical evaluation of bidders is placed at Annex "G"
- d. For technically responsive bid(s), bidder quoting accumulated lowest service charges will be considered. 60% weightage will be given in technical evaluation and 40% weightage will be given in financial evaluation at the time of final evaluation. Most advantageous bidder will have to sign a contract with SECP for three years as per draft contract format.

Meet or Exceed Requirements

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

Clarifications

Queries of the bidders, if any, for seeking clarification regarding the bidding must be received in writing.

M. Ubaidullah Khalid – Additional Joint Director (Admin)
4th Floor, NICL Building, 63 Jinnah Avenue, Islamabad
Tel: 051-9195437, 9195477
Email: ubaidullah.khalid@secp.gov.pk

SCOPE OF SERVICES/TERMS OF REFERENCE (TORs)

The Commission intends to hire a service provider firm/ company to manage Air Travel, Hotel Booking and Protocol Duties at Airports for its employees and guests. The service provider (firm/company), providing all three services shall be required to participate.

Services shall be provided as per the following Scope/TORs, Service provider shall:

1. Arrange booking and issuance of international/domestic air tickets as and when required.
2. Only process approved travel authorization form (manual or automated), requests for official air travel, hotel and protocol as submitted by SECP employees by email or by automated system called Travel desk management.
3. Not entertain any Verbal or Telephonic request of any employee.
4. Offer and explore the best suitable flight schedules and obtained best/ discounted fare offers and promotions. Provide three or available airlines air fares when required.
5. Arrange local Hotel Bookings, for SECP employees and guests/participants as per approved travel Authorization form.
6. Intimate the discounts mentioned in rates quoted and transfer all additional discounts that are given by authorities/airline to SECP.
7. Obtain discounted hotel rates for SECP which shall be shared with SECP at the time of the contract.
8. Arrange protocol duties at the Airports for SECP Management and guests/participants.
9. Mention the number of resources trained and available for protocol duties at Islamabad, Lahore, Karachi.
10. Provide information to SECP on events airport closings, canceled or delayed flights.
11. Provide advance boarding passes when required.
12. Ensure the booking of hotels, tickets /confirmation of waitlisted tickets, and delivery of Hotel Reservation Letter and tickets mainly at SECP offices or other designated place(s) as instructed by an employee during working hours /holidays/ after office hours (at the expense of the agency), collection of tickets for cancellation, confirmation/cancellation, upgradation/revalidation of tickets, or any other relevant/ancillary documents in this regard. Provide three or available hotel options when required.
13. Invoice of service charges including tax and forward separate invoices of hotel and travel in the name of SECP for payment by the Commission on monthly basis with all supporting documents.
14. Protocol shall include at minimum vehicle entry at Duty Terminal Manager, informing ASF about guests & also at immigration check point, informing boarding airline counter for issuance of boarding pass and luggage booking, handing over boarding pass to air staff at boarding entry point.
15. Maintain good credit limits with the four- and five-star hotels.
16. Assist with obtaining visas/transit visas and submitting passports at the embassies/designated courier companies as per rules.
17. Necessarily provide travel-related insurance.

18. Ensure Round-the-clock (24/7) and 365 days availability personnel/staff for bookings/cancellation of hotels, tickets and protocol.
19. Assist travelers to get enrolled in frequent flyer programs;
20. Ensure fast and timely delivery of tickets/e-tickets at SECP premises or other designated place(s).
21. Provide services on a very short period/notice preferably within the same day when required so;
22. Able to offer and explore the best suitable flight schedules and best fare offers / promotions / discounts on air fares;
23. Intimate and transfer all additional discounts that are given by authorities/airlines/hotels to SECP;
24. Able to make travel arrangements through foreign carriers not operating in Pakistan.
25. Arrange/provide hotel/car rental services when required.
26. Arrange prepaid ticket advice (PTA); and
27. Do any other relevant work assigned by the SECP.

The employees of the Commission shall:

1. Contact directly with the travel agency/outsourced company by submitting an approved automated travel, Hotel and protocol authorization form; or
2. Send an email directly to the service provider firm/ company attaching manually approved travel/hotel/ Authorization plan. (this is in case SECP Travel Automation is not in place).

Request Processing Methodology:

The SECP Employees will submit on system the approved Hotel, travel and Protocol request to the selected Service provider. The SECP Travel Desk Management system access will be provided to the Service provider (when system would be ready) for their use. In case travel automated system is not in place, employees will send approved travel authorization through emails to the service provider. No verbal or telephonic requests shall be entertained.

| Eligibility Criteria | | |
|----------------------|---|---------------|
| S/N | Attributes | Ref page # in |
| | | Bid |
| 1. | Complete company profile including name, registered office address, telephone, fax and e-mail address and web address details of branch offices. Establishment of business (branch-wise). | |
| 2. | NTN, GST, DTS and IATA registration Certificates (Mandatory) | |
| 3. | List of Clients. Multinational and Government sector. | |
| 4. | Signed cover letter with official stamp affixed on it as per the format given in Annex “D” | |
| 5. | Signed compliance certificate/undertaking Annex “F” | |
| 6. | Undertaking that the bidder/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. | |

Bidder’s References

Relevant services carried out in the Last 3 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 Bid (Cover Letter)

M. Ubaidullah Khalid
Additional Joint Director
(Admin) SECP
Islamabad.

Sir

Reference your advertisement dated _____ for **Hiring of Services for Air Travel, Hotel and Protocol.**

1. We, hereby submit our complete bid along with all the requirements as per the bidding document. We acknowledge that SECP is not bound to accept any Bid in this regard and reserve the right to accept or reject any offer and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever at any stage.
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 bidding for a period of one hundred and fifty days from the bid 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 Bid on EPADS and Bid security as original in physical to SECP HO.
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 Bid. In case any information is found wrong, misleading or misstated in this Bid, the same may lead to rejection of our bid and our disqualification.

We remain, Yours’

sincerely

Authorized Signature (As per Annex E):

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 bid for the **Hiring of Services for Air Travel, Hotel and Protocol** in response to the bidding by the SECP including signing and submission of all documents and providing information/responses to SECP in all matters in connection with our bid.

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} 2024

For:

[Signature]

[Name, designation and Address, Company/Firm Seal]

Accepted

[Signature]

[Name, title address of the Authorized Representative]

Date

Compliance Certificate/Undertaking

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. (M/s.....) have gone through the Terms/Conditions of this Bidding 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 Bidding Document.
- c. That M/s is not engaged, under investigation for 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.
- d. That M/s is not subject to any material proceedings, in relation to any audit assignments, before SECP, ICAP, AOB, any law enforcement agency or court of law, (where applicable such proceedings have been disclosed.
- e. 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.
- f. 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.
- g. The above statement is true to the best of my knowledge and belief and nothing has been concealed or is false.

Note: In case 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: _____

EVALUATION CRITERIA

Bidder fulfilling Annex B requirements and securing 60% marks in the evaluation grounds mentioned below, shall be considered eligible for opening of financial bids.

| S. No. | Evaluation Grounds | Max Marks | Bidder to Refer Page No. of the Technical Bid |
|--------|--|-------------|---|
| A. | Registered service provider at Department of Tourism and Services (DTS), IATA Registration, NTN and GST (Valid/Active) | Must | |
| B. | <p>Clientage No. of clients mentioning sector (Govt. Organizations/Multinational Organizations) (1 Marks per organization having minimum engagement period of 2 years)</p> <p>i. List past clientage with names & period of engagement (5 marks) ii. List present clientage with names & period of business engagement till date (5 marks)</p> <p>Duly signed letter of Feedback from 04 recent clients on the following:- (2 marks each in the manner as 2=Good, 1=Average, 0=Below Average)</p> <p>i. Timeliness of Service Delivery ii. Accuracy in requirement Matching iii. Reliability and flexibility in all services rendered to client iv. Overall Client Satisfaction</p> | 18 | |
| C. | <p>Experience Experience in the field of:</p> <p>a. Hotel reservation (4 marks) Up to 3 years= 2 Marks Up to 6 years= 4 Marks</p> <p>b. Air ticketing (4 marks) Up to 3 years= 2 Marks Up to 6 years= 4 Marks</p> <p>c. Protocol (4 marks) Up to 3 years= 2 Marks Up to 6 years= 4 Marks</p> | 12 | |
| D. | <p>Affiliated Services / One Window Services</p> <p>i. Airport pick and drop facility when required by client. (at cost) (Y/N) (5 marks) ii. Hotel Pick n Drop by company/firm (Y/N) (5 marks) iii. Availability of required vehicles for protocol for client. (Y/N) (5 marks)</p> | 15 | |
| E. | <p>Credit period: Up to 30 days= 5 Marks Up to 45 days= 10 Marks Up to and above 60 days= 15 Marks</p> | 15 | |

| | | | |
|--------------------|--|------------|--|
| F. | Geographical Coverage Max marks for service coverage at any place in Pakistan 10 marks for services at Karachi, Lahore, and Islamabad, (provide evidence) | 15 | |
| G. | Financial soundness i. Consolidated Sales or Revenues of the last three years. Between 10 - 20 million= 2.5 Marks Above 20 million= 5 Marks ii. Company/Firm net profit / loss for the last three full financial years. Upto 5 million= 2.5 Marks Above 5 million= 5 Marks (Please attach bank statement of last six months & Audited Financial statements of last 3 years.) | 10 | |
| H. | Global affiliation with international travel agencies and hotel 1. With one agency or chain of hotels (2.5 marks) 2. With more than one (5 marks) (Attach proof of affiliation) | 5 | |
| I. | Presentation of the bidder on provision of protocol including i. Methodology/mechanism of the protocol services (5 marks) ii. Portfolio/profile of protocol staff (5 marks) | 10 | |
| Grand Total | | 100 | |

Annex “H”

Agreement for hiring of services for Air Travel, Hotel, and Protocol

This Service Agreement (“Agreement”) is made at Islamabad on this ____ day of ____ 2024.

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

(Service Provider), having its registered office (Address of 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 a service provider in order to facilitate **Hiring of Services for Air Travel, Hotel and Protocol** facilities for its employees and guests. (“Annexure-A”).
- C. The Contractor is a firm dealing in Issuance of Air Tickets (Domestic and International), Local Hotel Reservations, Visa Services, Group Tours, Airport Protocol Services, Travel Insurance, Ground Handling.
- 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 ----- 2024, 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, Hotel and Protocol** at the Head Office and CROs of the Commission in various cities of the country.
- ii. The services shall be in accordance with Annexure-A.
- iii. The Contractor shall keep the response time down to minimum and shall provide for immediate rectification for any fault/error concerning the services.
- iv. This Agreement covers complete services provided in (TORs).

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. Hasnat Ahmad, HOD/Director (Admin)

Address: 63 NICL Building, Jinnah Avenue Blue Area, Islamabad. Tel: 051-9207091-4 (Ext-5221) 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

WITNESS

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Format for Financial Bid

| S. No. | Description | Fixed Amount of Service Charges (inclusive of tax) (Rs.) |
|--|---|--|
| Clear structure/proposal of price for | | |
| 1. | Charges Per ticket | |
| | a. Domestic Travel | |
| | b. International Travel | |
| 2. | Arranging International travel insurance Region wide & Country wide charges | |
| | a. For week | |
| | b. For Fortnight | |
| 3. | Ticket cancellation charges | |
| 4. | Visa service Per visa charges | |
| 5. | Protocol Duty - Per flight charges | |
| 6. | Charges for booking per room | |
| | a. Domestic | |
| | b. International | |
| 7. | Hotel reservation cancellation charges | |
| Total of All Quoted Charges (Rs.) | | |
| NOTE: | 1. Hotel room single or double, please quote one rate for both. 2. Service charges shall be a fixed amount for Hotel, Ticket, insurance and protocol, not a percentage. 3. Total amount of all services shall be evaluated and lowest shall be considered. 4. Credit terms should be included. | |