



Higher Education Commission, Regional Centre, Karachi

INVITATION FOR BIDS

Higher Education 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:

“Repair & Maintenance Services of Air conditioners installed in HEC Regional Centre, Karachi”

Eligibility criteria and detailed TORs are available in the bidding document which can be obtained from the below given address during office hours or can be downloaded from HEC or PPRA websites on submission of document fee of PKR 1,000/-. The bidding document fee can be deposited in Habib Bank Limited, Bahadurabad Branch Karachi, A/c No. PK90HABB 0005267900377901 and proof must be attached with the proposal.

The bidder must submit security deposit (refundable) amounting to Rs.30,000 in shape of either pay order, demand draft in favor of **Director, HEC RC Karachi**. Bids not accompanied by bid bond/security or with less amount of bid security will be rejected.

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before 13th August, 2024 by 1:30 PM and will be opened on the same day at 2:00 PM.

Failure to fulfill the above-mentioned requirements will result in rejection from the tender process. HEC reserves the right to accept and reject all tenders under the PPRA rules 2004.

In case of any query, Assistant Director (RC Karachi) may be contacted on telephone No. 021-99231077-79 (ext. 1031) or by sending an email at smanthar@hec.gov.pk during office hours (Monday to Friday excluding Public Holidays).

Director / In-Charge,
Higher Education Commission,
Behind PTV Station, Shahzad Khalil Avenue,
Stadium Road, Karachi
smanthar@hec.gov.pk

TERMS AND CONDITIONS FOR BIDS AND BIDDERS

1. **Tender Identification Number:** 01/2024/RC-KHI
2. The Procurement Agency is:

Higher Education Commission, Regional Centre,
Behind PTV Station, Shahzad Khalil Avenue, Stadium Road, Karachi.
3. Higher Education 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 **“Repair & Maintenance Services of Air-conditioners installed in HEC Regional Centre, 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. Eligibility criteria and detailed TORs are available in the bidding document which can be obtained from the below given address during office hours or can be downloaded from HEC or PPRA websites on submission of document fee of PKR 1,000/-. The bidding document fee can be deposited in Habib Bank Limited, H-9 Shalimar Branch A/c No. PK90HABB 0005267900377901 and proof must be attached with the proposal.
6. The bids prepared in accordance with the instructions in the bidding documents, must reach to the Office of Assistant Director, *HEC Regional Centre behind PTV Station Shahzad Khalil Avenue, stadium Road Karachi* on or before 13th August, 2024 by 1:30 PM and will be opened on the same day at 2:00 PM.
7. HEC reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
8. The amount of the bid and bid security shall be in Pak rupees.
9. The bidder must submit security deposit (refundable) amounting to Rs.30,000 in shape of either pay order, demand draft in favor of **Director, HEC RC Karachi**. Bids not accompanied by bid bond/security or with less amount of bid security will be rejected.
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 the 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. The Bid Validity period shall be 90 days. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
18. 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 HEC RC, Karachi.
19. The language of the bid should be in English and alternative bids shall not be considered. 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. Required quantities may increase/decrease according to HEC requirement.
26. The end user License, end user warranties and end user support services will be in the name of HEC for all equipment and software loaded on the equipment delivered, if applicable.
27. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid, if applicable.
28. 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.
29. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
30. HEC 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.
31. In case 1st 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.
32. 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.
33. 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.
34. Unsealed bids will not be accepted.
35. Clarification if any on the requirements may be obtained from smanthar@hec.gov.pk.
36. 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.
37. 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.
38. Successful bidders shall be bound to provide the required services/renewal within the delivery period/before expiry.
39. Bid(s) received after the due date and time i.e., bid submission, will be rejected.

40. 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.

41. The deadline for the submission of bids is:

Date: 13th August 2024

Time: 1330 HRS

42. Bids Opening Date and Venue:

Date: 13th August 2024

Time: 0200 HRS

Venue: Video Conferencing Room, Higher Education Commission Regional Centre, behind PTV Station, Shahzad Khalil Avenue, Stadium Road, Karachi.

Note: Attachment Details are as under:

1.	RFP	Annex "A"
2.	Documentary Evidence Form	Annex "B"
3.	Format of Affidavit/Undertaking	Annex "C"
4.	Sample draft agreement	Annex "D"

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

Annex-A

1. Scope of Work includes but not limited to, repair and maintenance of 60 Air conditioners installed in HEC Regional Centre, Karachi 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:

a. Haier Split-ACs 1 Ton (HSU-12HNS012DC)

S.NO	Jobs / Item	Qty / Unit for Quote	Price
1.	Master Service per AC	1 Job	
2.	Normal Service per AC	1 Job	
3.	Diagnostic charges (Please confirm if diagnostic charges are adjustable in below mentioned charges)	1 Job	
4.	Labor charges for filling of Gas	1 Job	
5.	Gas (R140a) per Kg	1 Kg	
6.	Invertor Motor Capacitor (RoHS 450V) Price Per Item	1 Item	
7.	Labor charges for replacement of PSB Card	1 Job	
8.	Cost of PSB Card (circuit repairing)	1 Job	
9.	Cost of New PSB Card for Outer Model # 1U12BE2ERA or Equivalent	1 Item	
10.	Cost of New PSB Card for Inner, Model # AS12NB1HRA or Equivalent	1 Item	
11.	Rotary Compressor (DA89X1C-20FZ or Equivalent)	1 Item	
12.	Labor charges for replacement of Compressor	1 Job	
13.	Installation of AC charges	1 Job	
14.	Dismantling of AC charges	1 Job	
15.	Insulated Copper Pipe (1/4+3/8) per fit charges	1 fit	
16.	U-band	1 Item	
17.	Valve charges	1 Item	
18.	Compressor Cable (18 AWG Wire)	1 Fit	
19.	Appropriate gauge power cable (RFT)	1 Fit	
20.	Blower Motor	1 Item	
21.	Flyer Maintenance Charges	1 Job	
22.	Supply of Aero Flex	1 Item	
23.	Evaporator/Cooling Coil (7 mm, Copper Coil with Aluminum Fin)	1 Item	
24.	Evaporator / Cooling Coil Replacement Charges	1 Job	

b. Haier Split-ACs 1.5 Ton (HSU-18HNF/012DC)

S.NO	Jobs / Item	Qty / Unit for Quote	Price
1.	Master Service per AC	1 Job	
2.	Normal Service per AC	1 Job	
3.	Diagnostic charges (Please confirm if diagnostic charges are adjustable in below mentioned charges)	1 Job	
4.	Labor charges for filling of Gas	1 Job	
5.	Gas (R140a) per Kg	1 Kg	
6.	Invertor Motor Capacitor (RoHS 450V) Price Per Unit	1 Item	
7.	Labor charges for replacement of PSB Card	1 Job	
8.	Cost of PSB Card (circuit repairing)	1 Job	
9.	Cost of New PSB Card for Outer Model # 1U12BE2ERA or Equivalent	1 Item	
10.	Cost of New PSB Card for Inner, Model # AS12NB1HRA or Equivalent	1 Item	
11.	Rotary Compressor (DA89X1C-20FZ or Equivalent)	1 Item	
12.	Labor charges for replacement of Compressor	1 Job	
13.	Installation of AC charges	1 Job	
14.	Dismantling of AC charges	1 Job	
15.	Insulated Copper Pipe (1/2+3/8) per fit charges	1 fit	
16.	U-band	1 Item	
17.	Valve charges	1 Item	
18.	Compressor Cable (18 AWG Wire)	1 Fit	
19.	Appropriate gauge power cable (RFT)	1 Fit	
20.	Blower Motor	1 Item	
21.	Flyer Maintenance Charges	1 Job	
22.	Supply of Areo Flex	1 Item	
23.	Evaporator/Cooling Coil (7 mm, Copper Coil with Aluminum Fin)	1 Item	
24.	Evaporator / Cooling Coil Replacement Charges	1 Job	

c. Gree Split-ACs (1.5 Ton GS-18LM4/O)

S.NO	Jobs	Qty / Unit for Quote	Price
1.	Master Service per AC	1 Job	
2.	Normal Service per AC	1 Job	
3.	Diagnostic charges	1 Job	
4.	Labor charges for filling of Gas	1 Job	
5.	Charges for Refrigrant gas per kg (R22)	1 Kg	
6.	Cost of capacitor all type (Fuji)	1 Item	
7.	Condenser Charges (Golden Fin)	1 Item	
8.	Labor charges for replacement of Circuit	1 Job	
9.	Cost of circuit (circuit repairing)	1 Job	
10.	Compressor (Tropical - As per Model)	1 Item	
11.	Labor charges for replacement of Compressor	1 Job	
12.	Installation of AC charges	1 Unit	
13.	Dismantle of AC charges	1 Unit	
14.	Insulated Copper Pipe (1/4+3/8) per fit charges	1 Fit	
15.	U-band	1 Item	
16.	Valve charges	1 Item	
17.	Compressor Cable (18 AWG Wire) per fit	1 Fit	
18.	Appropriate gauge power cable (RFT)	1 fit	
19.	Blower Motor (As per Model)	1 Item	
20.	Flyer Maintenance Charges	1 Job	
21.	Supply of Areo Flex	1 Item	
22.	Cooling Coil (New) Charges	1 Item	
23.	Cooling Coil Replacement Charges	1 Job	
24.	PCB Card (Indoor Unit) Repair Charges	1 Job	
25.	PCB Card (Outdoor Unit) Repair Charges	1 Job	
26.	PCB Card (Indoor Unit) New Charges	1 Item	
27.	PCB Card (Outdoor Unit) New Charges	1 Item	
28.	PCB Card Replacement Charges	1 Job	

d. Gree Standing -ACs (2 Ton DC-Invertor Model GF-24IPH/O)

S.NO	Jobs	Qty / Unit for Quote	Price
1.	Master Service per AC	1 Job	
2.	Normal Service per AC	1 Job	
3.	Labor charges for filling of Gas	1 Job	
4.	Charges for refringent gas per kg (R410A)	1 Kg	
5.	Cost of capacitor all type (Fuji)	1 Item	
6.	Labor charges for replacement of Circuit	1 Job	
7.	Cost of circuit (circuit repairing)	1 Item	
8.	Compressor New Charges (<i>As per Model</i>)	1 Item	
9.	Labor charges for replacement of Compressor	1 Job	
10.	Installation of AC charges	1 Job	
11.	Dismantling of AC charges	1 Job	
12.	Insulated Copper Pipe (1/4+5/8 or as per Model) per fit charges	1 Fit	
13.	U-band	1 Item	
14.	Valve charges	1 Item	
15.	Compressor Cable (14 AWG)	1 Fit	
16.	Appropriate gauge power cable (RFT)	1 Fit	
17.	Blower Motor (As per Model)	1 Item	
18.	Flyer Maintenance Charges	1 Job	
19.	Supply of Areo Flex	1 Item	
20.	Cooling Coil (New) Charges (As per Model)	1 Item	
21.	Cooling Coil Replacement Charges	1 Job	
22.	PCB Card (Indoor Unit) Repair Charges	1 Job	
23.	PCB Card (Outdoor Unit) Repair Charges	1 Job	
24.	PCB Card (Indoor Unit) New Charges	1 Item	
25.	PCB Card (Outdoor Unit) New Charges	1 Item	
26.	PCB Card Replacement Charges	1 Job	

e. Gree Standing -ACs - 4 Ton (Model: GFWITH/IO)

S.NO	Jobs	Qty / Unit for Quote	Rates to be Quoted (PKR)
1.	Master Service per AC	1 Job	
2.	Normal Service per AC	1 Job	
3.	Labor charges for filling of Gas	1 Job	
4.	Charges for gas per kg	1 Kg	
5.	Charges for refringent gas per kg (R410)	1 Kg	
6.	Cost of capacitor all type Fuji	1 Item	
7.	Labor charges for replacement of Circuit	1 Job	
8.	Cost of circuit (circuit repairing)	1 Job	
9.	Compressor New (As per Model)	1 Item	
10.	Labor charges for replacement of Compressor	1 Job	
11.	Installation of AC charges	1 Job	
12.	Dismantle of AC charges	1 Job	
13.	Copper pipe (As per Model) per fit charges	1 Fit	
14.	U-band	1 Item	
15.	Valve charges	1 Item	
16.	Compressor Cable (As per Model) charges	1 Fit	
17.	Appropriate gauge power cable (RFT)	1 Fit	
18.	Blower Motor	1 Item	
19.	Flyer Maintenance Charges	1 Job	
20.	Supply of Areo Flex	1 Item	
21.	Cooling Coil (New) Charges (As per Model)	1 Item	
22.	Cooling Coil Replacement Charges	1 Job	
23.	PCB Card (Indoor Unit) Repair Charges	1 Job	
24.	PCB Card (Outdoor Unit) Repair Charges	1 Job	
25.	PCB Card (Indoor Unit) New Charges	1 Item	

26.	PCB Card (Outdoor Unit) New Charges	1 Item	
27.	PCB Card Replacement Charges	1 Job	

2. Bids found in compliance with all the requirement (s) and quoted lowest aggregate basis of items quoted price shall be selected.

3. HEC 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 may be 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 Director HEC RC Karachi. Bids not accompanied by bid bond/security or with less amount of bid security will be rejected.

DOCUMENTARY EVIDENCE

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.			

Annex-C

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.0r2.pk/> then its bid shall be rejected

Name: _____

Signature _____

Stamp: _____

**DRAFT
SERVICE AGREEMENT**

This Service Agreement is made on this _____ ("Agreement") by and between Higher Education Commission, Pakistan, hereinafter referred to as "Commission" of the one part;

AND

M/s _____, 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 repair and maintenance services of air conditioners at the premises of regional office of the Commission at Shahzad Khalil Avenue behind PTV Station, Stadium 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 1st July, 2024 and will remain in effect for one (1) year (the "Term") and extendable for another one (1) year on satisfactory services.

2. Scope of Work

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

f. Haier Split-ACs 1 Ton (HSU-12HNS012DC)

S.NO	Jobs / Item	Qty / Unit for Quote	Price
25.	Master Service per AC	1 Job	
26.	Normal Service per AC	1 Job	
27.	Diagnostic charges (Please confirm if diagnostic charges are adjustable in below mentioned charges)	1 Job	
28.	Labor charges for filling of Gas	1 Job	
29.	Gas (R140a) per Kg	1 Kg	
30.	Invertor Motor Capacitor (RoHS 450V) Price Per Item	1 Item	
31.	Labor charges for replacement of PSB Card	1 Job	
32.	Cost of PSB Card (circuit repairing)	1 Job	
33.	Cost of New PSB Card for Outer Model # 1U12BE2ERA or Equivalent	1 Item	
34.	Cost of New PSB Card for Inner, Model # AS12NB1HRA or Equivalent	1 Item	
35.	Rotary Compressor (DA89X1C-20FZ or Equivalent)	1 Item	
36.	Labor charges for replacement of Compressor	1 Job	
37.	Installation of AC charges	1 Job	
38.	Dismantling of AC charges	1 Job	
39.	Insulated Copper Pipe (1/4+3/8) per fit charges	1 fit	
40.	U-band	1 Item	
41.	Valve charges	1 Item	
42.	Compressor Cable (18 AWG Wire)	1 Fit	
43.	Appropriate gauge power cable (RFT)	1 Fit	
44.	Blower Motor	1 Item	
45.	Flyer Maintenance Charges	1 Job	
46.	Supply of Areo Flex	1 Item	
47.	Evaporator/Cooling Coil (7 mm, Copper Coil with Aluminum Fin)	1 Item	
48.	Evaporator / Cooling Coil Replacement Charges	1 Job	

g. Haier Split-ACs 1.5 Ton (HSU-18HNF/012DC)

S.NO	Jobs / Item	Qty / Unit for Quote	Price
25.	Master Service per AC	1 Job	
26.	Normal Service per AC	1 Job	
27.	Diagnostic charges (Please confirm if diagnostic charges are adjustable in below mentioned charges)	1 Job	
28.	Labor charges for filling of Gas	1 Job	
29.	Gas (R140a) per Kg	1 Kg	
30.	Invertor Motor Capacitor (RoHS 450V) Price Per Unit	1 Item	
31.	Labor charges for replacement of PSB Card	1 Job	
32.	Cost of PSB Card (circuit repairing)	1 Job	
33.	Cost of New PSB Card for Outer Model # 1U12BE2ERA or Equivalent	1 Item	
34.	Cost of New PSB Card for Inner, Model # AS12NB1HRA or Equivalent	1 Item	
35.	Rotary Compressor (DA89X1C-20FZ or Equivalent)	1 Item	
36.	Labor charges for replacement of Compressor	1 Job	
37.	Installation of AC charges	1 Job	
38.	Dismantling of AC charges	1 Job	
39.	Insulated Copper Pipe (1/2+3/8) per fit charges	1 fit	
40.	U-band	1 Item	
41.	Valve charges	1 Item	
42.	Compressor Cable (18 AWG Wire)	1 Fit	
43.	Appropriate gauge power cable (RFT)	1 Fit	
44.	Blower Motor	1 Item	
45.	Flyer Maintenance Charges	1 Job	
46.	Supply of Areo Flex	1 Item	
47.	Evaporator/Cooling Coil (7 mm, Copper Coil with Aluminum Fin)	1 Item	
48.	Evaporator / Cooling Coil Replacement Charges	1 Job	

h. Gree Split-ACs (1.5 Ton GS-18LM4/O)

S.NO	Jobs	Qty / Unit for Quote	Price
29.	Master Service per AC	1 Job	
30.	Normal Service per AC	1 Job	
31.	Diagnostic charges	1 Job	
32.	Labor charges for filling of Gas	1 Job	
33.	Charges for Refrigrant gas per kg (R22)	1 Kg	
34.	Cost of capacitor all type (Fuji)	1 Item	
35.	Condenser Charges (Golden Fin)	1 Item	
36.	Labor charges for replacement of Circuit	1 Job	
37.	Cost of circuit (circuit repairing)	1 Job	
38.	Compressor (Tropical - As per Model)	1 Item	
39.	Labor charges for replacement of Compressor	1 Job	
40.	Installation of AC charges	1 Unit	
41.	Dismantle of AC charges	1 Unit	
42.	Insulated Copper Pipe (1/4+3/8) per fit charges	1 Fit	
43.	U-band	1 Item	
44.	Valve charges	1 Item	
45.	Compressor Cable (18 AWG Wire) per fit	1 Fit	
46.	Appropriate gauge power cable (RFT)	1 fit	
47.	Blower Motor (As per Model)	1 Item	
48.	Flyer Maintenance Charges	1 Job	
49.	Supply of Areo Flex	1 Item	
50.	Cooling Coil (New) Charges	1 Item	
51.	Cooling Coil Replacement Charges	1 Job	
52.	PCB Card (Indoor Unit) Repair Charges	1 Job	
53.	PCB Card (Outdoor Unit) Repair Charges	1 Job	
54.	PCB Card (Indoor Unit) New Charges	1 Item	
55.	PCB Card (Outdoor Unit) New Charges	1 Item	
56.	PCB Card Replacement Charges	1 Job	

i. Gree Standing -ACs (2 Ton DC-Invertor Model GF-24IPH/O)

S.NO	Jobs	Qty / Unit for Quote	Price
27.	Master Service per AC	1 Job	
28.	Normal Service per AC	1 Job	
29.	Labor charges for filling of Gas	1 Job	
30.	Charges for refrigrant gas per kg (R410A)	1 Kg	
31.	Cost of capacitor all type (Fuji)	1 Item	
32.	Labor charges for replacement of Circuit	1 Job	
33.	Cost of circuit (circuit repairing)	1 Item	
34.	Compressor New Charges (As per Model)	1 Item	
35.	Labor charges for replacement of Compressor	1 Job	
36.	Installation of AC charges	1 Job	
37.	Dismantling of AC charges	1 Job	
38.	Insulated Copper Pipe (1/4+5/8 or as per Model) per fit charges	1 Fit	
39.	U-band	1 Item	
40.	Valve charges	1 Item	
41.	Compressor Cable (14 AWG)	1 Fit	
42.	Appropriate gauge power cable (RFT)	1 Fit	
43.	Blower Motor (As per Model)	1 Item	
44.	Flyer Maintenance Charges	1 Job	
45.	Supply of Areo Flex	1 Item	
46.	Cooling Coil (New) Charges (As per Model)	1 Item	
47.	Cooling Coil Replacement Charges	1 Job	
48.	PCB Card (Indoor Unit) Repair Charges	1 Job	
49.	PCB Card (Outdoor Unit) Repair Charges	1 Job	
50.	PCB Card (Indoor Unit) New Charges	1 Item	

51.	PCB Card (Outdoor Unit) New Charges	1 Item	
52.	PCB Card Replacement Charges	1 Job	

j. Gree Standing -ACs - 4 Ton (Model: GFWITH/IO)

S.NO	Jobs	Qty / Unit for Quote	Rates to be Quoted (PKR)
28.	Master Service per AC	1 Job	
29.	Normal Service per AC	1 Job	
30.	Labor charges for filling of Gas	1 Job	
31.	Charges for gas per kg	1 Kg	
32.	Charges for refringent gas per kg (R410)	1 Kg	
33.	Cost of capacitor all type Fuji	1 Item	
34.	Labor charges for replacement of Circuit	1 Job	
35.	Cost of circuit (circuit repairing)	1 Job	
36.	Compressor New (As per Model)	1 Item	
37.	Labor charges for replacement of Compressor	1 Job	
38.	Installation of AC charges	1 Job	
39.	Dismantle of AC charges	1 Job	
40.	Copper pipe (As per Model) per fit charges	1 Fit	
41.	U-band	1 Item	
42.	Valve charges	1 Item	
43.	Compressor Cable (As per Model) charges	1 Fit	
44.	Appropriate gauge power cable (RFT)	1 Fit	
45.	Blower Motor	1 Item	
46.	Flyer Maintenance Charges	1 Job	
47.	Supply of Areo Flex	1 Item	
48.	Cooling Coil (New) Charges (As per Model)	1 Item	
49.	Cooling Coil Replacement Charges	1 Job	
50.	PCB Card (Indoor Unit) Repair Charges	1 Job	
51.	PCB Card (Outdoor Unit) Repair Charges	1 Job	
52.	PCB Card (Indoor Unit) New Charges	1 Item	
53.	PCB Card (Outdoor Unit) New Charges	1 Item	
54.	PCB Card Replacement Charges	1 Job	

- ii. 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.
- iii. The Contractor shall ensure to provide services on weekends i.e., Saturday, Sunday or holidays.
- iv. The Contractor shall with respect to the maintenance services, keep the response time down to minimum but not exceeding four (04) days, and shall provide for immediate rectification for any fault/error concerning, the air conditioners.
- v. This Agreement covers complete maintenance including cleaning, Lubrication and adjustment, testing and repair labor of normal Usage.
- vi. 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.

- vii. 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 for monthly bills against submission of bills duly signed by the Contractor or his representative, specifically authorized on letterhead 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. Risk & Costs:

If the job is not done even after payment of penalty for 10 consecutive days, the Commission reserves the right to cancel the work order and to obtain the required job from elsewhere at risk & cost of the defaulting Contractor.

1% of the cost of entire order or of such work as remains uncompleted for every day up to maximum of 10% for 10 days exceeding the completion period.

If the firm failed to execute the required work within extended period, the Commission has the right to forfeit the amount of earnest money and black list the firm, for which no appeal will be entertained.

In case of any fault in the A.c, the Contractor's team must reach HEC premises within **Two Hours** of corrective call.

Any job/maintenance work given to the contractor must be finished/rectified within Two (02) days of fault identification/HEC instructions, failing which a penalty upto 10% of his any remaining bill may be imposed on noncompliance.

5. 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 120 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.

6. 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 than 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 or Urdu.

7. 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.

8. 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.

9. Penalties

All or any defect in the air conditioners or any delay in the Services to be performed by the Contractor, if not rectified within 24 Hours, shall amount to penalty to the Contractor @ Rs.500/- per day up to a maximum 10% of the agreement cost.

10. 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.

11. 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.

12. 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.

13. 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.

14. Governing Law

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

15. Stamp Duty

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

16. 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) HIGHER EDUCATION
COMMISSION, REGIONAL
CENTRE, KARACHI**

**(FOR AND ON BEHALF
OF) CONTRACTOR**

Witness 1:

Name: _____

CNIC _____

Signature _____

Witness 2:

Name: _____

CNIC _____

Signature _____