



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

No. T# 01/18-19

Invitation to Bid

The Securities and Exchange Commission of Pakistan (SECP) invites sealed bids from Suppliers/Service Providers registered with Government of Pakistan, having Sales Tax No. and NTN No. (if applicable) for following services:

Out Sourcing of Photocopier & Network Printing Services at CRO, Lahore

Bidding documents containing detailed terms 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(s) are available for the interested bidders and can also be downloaded from <https://www.secp.gov.pk/procurement/> free of cost.

The bids prepared in accordance with the instructions in the bidding documents, must reach on or before **October 30, 2018 at 1500 Hrs** and will be opened on the same day at 1530Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 042-99204962 (Ext- 53) Email: umer.haider@secp.gov.pk Office Hours (Monday to Friday excluding Public Holidays)

TERMS AND CONDITIONS FOR BIDS AND BIDDERS

1. **Tender Identification Number: TENDER # 01 / 18-19**
2. The Securities and Exchange Commission of Pakistan (SECP), setup in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 is an apex regulatory authority mandated to regulate and supervise the Pakistani securities markets, corporate sector, insurance industry and non-banking financial sector etc.
3. **The Procurement Agency is:**

Securities and Exchange Commission of Pakistan

Company Registration Office

Associate House, 3rd & 4th Floor,

7-Egerton Road, Lahore

Tel: PABX: +92 [42] 99204962-66 [53] | FAX: +92 [42] 99202044.

4. The Securities and Exchange Commission of Pakistan (SECP) invites sealed bids from registered insurance/takaful companies/firms with Government of Pakistan, having Sales Tax No. and NTN No. (if applicable) for:

“Out Sourcing of Photocopier & Network Printing Services at CRO, Lahore”

Through

SINGLE STAGE ONE ENVELOP METHOD

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 amount of the bid and bid security shall be in Pak rupees. The bids should be accompanied by bid security (refundable) for an amount equal to 2% of the total quoted price (inclusive GST, if applicable (and as per calculation method prescribed in TORs below) in shape of either pay order, demand draft valid for not less than 6 months in favor of Securities and Exchange Commission of Pakistan, Company Registration Office Associate House, 3rd & 4th Floor, 7-Egerton Road, Lahore
9. The bids not accompanied by bid security or with less amount of bid security may not be entertained.
10. In case any bidder submits more than one option against this invitation then bid security shall be submitted against highest quoted option.

11.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.

12. The bid security of successful bid will be retained and that of other bidders will be returned.

13. 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.

14. The language of the bid is English and bids in any other/alternative language shall not be considered.

15. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.

16. The rate quoted shall correspond to 100% of the requirements specified. The rate quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.

17. The rates must be quoted strictly in accordance with our documents and Annex (s).

18. Free of cost benefits (if any) offered by the bidder shall be part of the bid.

19. Discounts (if any) offered by the bidder shall be part of the bid.

20. The quantities/strength /requirements required may vary according to SECP requirement.

21.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. In case selected bidder is not willing to supply on quoted amount then the bid security submitted with the bid will be forfeited in favor of the Commission.

22. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business, for not less than 01 year.

23. The proof of bidder's existence as a legal entity and an affidavit that the bidder is not blacklisted by any organization must be presented with the bid.

24. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.

25. If any supplier is not in ATL then his payment shall be stopped till he/she files his/her mandatory returns and appears on ATL of FBR.

26. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.

27. Services provided must be paid in respect of all applied duties and taxes.

28. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted. Unsealed bids will not be entertained.

29. Sealed bids may be dropped in the tender drop box placed at **Securities and Exchange Commission of Pakistan** Company Registration office Associate House 3rd Floor 7-Egerton Road, Lahore .

30. Clarification if any on the requirement may be obtained from: umer.haider@secp.gov.pk

31. The place of bid destination is: **Securities and Exchange Commission of Pakistan**, Company Registration Office Associate House, 3rd & floor, 7-Egerton Road, Lahore

32. The envelopes shall bear the following additional identification marks:

Bid for: “Out Sourcing of Photocopier & Network Printing Services at CRO, Lahore”

Bidder Name: XYZ

Attention: **Umer Haider**
Management Support
Securities & Exchange Commission of Pakistan
Company Registration Office
Associate House, 3rd & 4th Floor,
7-Egerton Road, Lahore

33. The deadline for the submission of bids is:
Date: October 30, 2018
Time: 1500 Hrs

34. The bid opening shall take place at:
Securities and Exchange Commission of Pakistan
Associate House 3rd & 4th Floor, 7-Egerton Road,
Lahore

Date: October 30, 2018
Time: 1530 Hrs

35. A statement “**Not to be opened before 1530 Hrs on October 30, 2018**” shall be clearly mentioned on the top of the sealed bid.

36. The bids received after the due date and time will not be entertained.

37. Bid found in compliance with all the requirements of the bidding documents and TORs and offering lowest rate shall be selected.

38. Successful bidder will have to sign a legal agreement with SECP initially for the period of one year and extendable to a maximum period of three years, if agreed mutually by both parties. All the services shall be in accordance with the agreement signed between the parties' i.e., SECP and the successful bidder;

Note:

- **The attachment details are as under**

1.	Terms of Reference	Annex "A"
2.	Tehnical Evaluation	Annex "B"
3	Sample Agreement	Annex "C"

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

Terms of Reference (TOR's)

The Commission is desirous to **Out Source of Photocopier & Network Printing Services at CRO, Lahore**

1. The successful bidder shall provide at least Three digital photocopier machines and Six heavy-duty network laser printers at SECP CRO Office at Lahore.
2. Bidder shall quote (Lump sum) cost per copy, which includes charges for A-4 size 80 gram imported paper, toner, maintenance of machine, machine operator and expense on all consumable accessories.
3. Total number of photocopies and network printing will be about 70,000 (approx.) per month. It may be noted that it is an estimated quantity which may increase or decrease.
4. The successful bidder will also provide a machine operator deputed at SECP's CRO office in Lahore from 9:00am to 6:00pm (Monday to Friday). On very rare occasion, for certain important work, the machine operator may require to stay late at the office.
5. Rates of the photocopier services shall remain valid throughout the contract/agreement period i.e. one-year. The contract/agreement can be extended to a maximum period of three years, if agreed mutually by both parties.
6. The SECP shall be responsible for the provision of furniture & Fixture, electricity and space for Photocopier Machine(s).

Rate shall be quoted as under:

For Photocopying:

- a. Rate Per Copy (i.e. One Side of the Page) = Rs._____?
- b. Rate Per Duplex Copy (i.e. Both sides of the Page) = Rs._____?

For Printing:

- c. Rate Per Print (i.e. One Side of the Page) = Rs._____?
- d. Rate Per Duplex Print (i.e. Both sides of the Page) = Rs._____?
- e. No. of Copies/Print (estimated) per month =70,000

Bid Security i.e. 2% shall be calculated as under:

- f. Maximum Rate Quoted =Rs._____?
(whichever is higher in quoted rates at a, b, c OR d)
- g. Total Cost for 70,000 per month =f x e
- h. No. of months =12
- i. Total estimated cost for 12 months =h x g
- j. **Bid security** =2% of i

Technical Evaluation Process

Description	Marks	Detail
Year of Establishment /Experience (2 mark per year Min. 01 year Compulsory)	10	To be provided on Annex-1
Similar Job /Contract (In-hand) (min 01 contract/job will be considered)	10	To be provided on Annex-2
Bank Certificate for Financial Soundness	10	Bank certificate to be provided
Litigation History (10 marks will be awarded to the applicants having no litigation)	10	To be provided on Annex-3
Total	50	

Experience Record

S. No.	Name of Company	Date of Establishment

Note: Proof of Establishent must be attached.

Annexure 2

Detail of Projects of Specific Nature

1	Name of the Project/Client/Contract /Work Order
2	Name of Organization/Client
3	Organization/Client Address
4	Value of the Contract on Monthly Basis
5	Date of Award
6	Any other detail

Note: Copies of contract awards must be attached.

Litigation History

Applicant should provide information on any history of litigation or arbitration resulting from projects executed in the last 05 years or currently under execution.

Year	Award FOR or AGAINST Applicant	Name of the Client, cause of litigation, and matter in dispute	Disputed Amount in PKR

(Signatures, Name & Official Seal)

AGREEMENT

This agreement (Agreement) is made at Lahore on this January 01; 2018.

Between

The Securities & Exchange Commission of Pakistan having its head office at NIC Building, 63-Jinnah Avenue, Islamabad (hereinafter referred to as “SEC” which expression shall where the context so permits, include its successor in interest and assigns) of the ONE PART

And

....., a firm, having their office at Lahore _____ (hereinafter referred to as “Contractor” which expression shall, where the context so permits, include its successor in interest and assigns) of the OTHER PART

SEC and Contractor shall, hereinafter individually be referred to as “Party” and collectively as “Parties”

WHEREAS

- A. SEC 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. SEC requires photocopying services at its Company Registration Office, Lahore (“CRO Lahore”).
- C. The Contractor is a firm dealing in computer printer, photocopier, fax machine, PABX exchange, CCTV camera, multimedia projector, ink & master toll, stationary and general order suppliers.
- D. The Contractor has agreed to provide the services as required by SEC in accordance with the terms and conditions set forth in this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Duration:-

- i. This Agreement will become effective as of January 01; 2018 and will remain in effect for a period of one year (the "Term") or until terminated in accordance with Article-4. The termination of this Service 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.

- ii. The probationary period of this Agreement shall be a period of 90 days, which shall be inclusive in the term of this Agreement. Upon successful completion of the probationary period, the Agreement shall continue till the remaining period of the term.
- iii. The probationary period shall be considered terminated on the issuance of certificate of satisfaction by the concerned incharge CRO Lahore.

2. Scope of Work:-

- i. The Contractor will arrange for the photocopying machines to be placed at the CRO Lahore along with operators (which shall be employees of the Contractor and provide photocopying services.
- ii. The photocopying machines shall comprise of plain paper copier model not more than one year old of good /reputable brand / compatible.
- iii. The average photocopy volume may vary and each copy shall be charged at Rs./- incl of tax per copy by the Contractor.
- iv. The Contractor shall perform the photocopying services from 09:00 am to 6:00 pm (Monday to Saturday).
- v. The Contractor shall also perform services, in addition to the timings prescribed in sub-clause-iv as and when required by SEC.

- vi. The service charge of Rs. 1.70 per copy shall be charged by the Contractor which shall include the maintenance of the photocopier machine and the remuneration of the employees of the Contractor. The maintenance services shall include and not be limited to machine usage charges, complete maintenance including services and replacement of all parts (as and when required) and the cost of consumables (i.e. toners, developers, drums etc.).
- vii. The contractor shall be bound to render the required photocopy services during the office hours or as required at the Company Registration Office, 3rd Floor, Associated House, 7 Edgerton Road, Lahore from 9.00am to 6.00 pm and if the services are required after office hours or on holidays the operator be paid per hour agreed rate as over time by SECP; if any.
- viii. Photocopier/s provided must not be more than 1 year old and should have features like ADF, sorter and staple and online printing features.
- ix. Replacement of machine/back up will be provided by the service provider forthwith and delay be charged; if any to the invoice.
- x. The contractor in addition to the coverage provided in sub clause-vi above, shall provide the best quality paper for the photocopier machines, as approved by the CRO Lahore.
- xi. The Contractors 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 photocopying machines.

3. Price and Payments:-

- i. In consideration of the clear efficient and uninterrupted fulfillment of the services and other obligations of the Contractor under this Agreement, Contractor shall be paid a fixed copy rate charge of Rs...../copy (A4/80 gm Fulscape) for a single side copy.
- ii. The payment for the services shall be made on the basis of meter readings. The Contractor shall arrange to have the meter readings collected on the conclusion of every month.
- iii. Additional photocopying services beyond the business hours shall be charged at Rs.30 per hour as an extra charge.
- iv. SEC will ensure timely payments within 30 days after the receipt of invoice from the Contractor for each month.
- v. 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 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 Contractor will be responsible for payment of such taxes.

1. Termination:-

- i. Either party may terminate this Agreement if the other party fails to remedy a breach within thirty days of receipt of written notice to do so.

- ii. SEC may terminate this Agreement if the Contractor fails to perform the services under this Agreement by affording an opportunity with a written notice of seven (7) days.
- iii. Contractor may terminate this Agreement if SEC fails to make payment under this Agreement within 30 days of a written notice from the Contractor to do so.

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") beyond the reasonable control of the Party so affected (to include without limitation, act-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 effected 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 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. 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.

7. Assignment:-

Neither party shall assign or transfer its rights, interests and benefits hereunder without the concurrence of the other party.

8. Penalties:-

All or any defect in the photocopying machines or any delay in the services to be performed by the Contractor, if not rectified within twenty four hours shall amount to a penalty of copies made from market per day to the account of the Contractor.

9. 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 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:-

- i. The Contractor undertakes and shall ensure the complete confidentiality of all and any information in respect of this Agreement and the services sated herein, including without limitation the communications to and by SEC 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.
- ii. Contractor shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by SEC or which Contractor or any of its employees may obtain directly or indirectly during the course of performance of this agreement.

11. 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.

SEC office address ad designated person

To: Atten : Mohsin Syed_____

SECURITIES & EXCHANGE

COMMISSION OF PAKIATAN

Company Registration Office; 3rd floor,

Associated House; 7-Edgerton Road, Lahore, Pakistan

Support Services Division | Administration Department

PABX: +92 [42] 99204962-66 [46] | FAX: +92 [42] 99202044

Contractor office address and designated person:

To: Atten:.....

Address

Tel:

12. Entirety:-

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

13. Governing Law:-

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

14. Stamp Duty:-

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

IN WITNES THEREOF: the parties have executed this Agreement on the day and year written above:

For and on Behalf of SEC

Signature_____

Name_____

Title_____

WITNESS

Signature_____

Name_____

Title_____

For and on Behalf of

Signature_____

Name_____

Title_____

WITNESS

Signature_____

Name_____

Title_____