



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

No. T# 03/18-19

Invitation to Bid

The Securities and Exchange Commission of Pakistan invites sealed bids from suppliers and the principal's authorized dealers/distributors/partners/resellers (where applicable) based in Pakistan and registered with sales tax department, having national tax number (NTN) for:

“SUPPLY OF STATIONERY, TONERS AND MISCELLANEOUS ITEMS”

Interested bidder (s) may get documents containing detailed terms and conditions, method of procurement, procedure for submission of bid, bid security, bid validity, date and location for opening of bids, bids evaluation criteria, clarification/rejection of bids etc. from the undersigned 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 undersigned on or before December 17, 2018 at 1500Hrs and will be opened on the same day at 1530Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 021- 99213424 Email: deepak.jewani@secp.gov.pk during office hours (Monday to Friday excluding Public Holidays)

Deputy Director (Admin)

Terms and Conditions for Bids and Bidders

1. **Tender Identification Number: TENDER # 03 / 18-19**

2. **The Procurement Agency is:**

Securities and Exchange Commission of Pakistan
4th Floor, State Life Building # 2, Wallace Road, Off: I.I.
Chundrigar, Karachi.

3. 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.
4. The Securities and Exchange Commission of Pakistan invites sealed bids from the suppliers and principal's authorized dealers/distributors/partners/resellers based in Pakistan and registered with sales tax department, having national tax number (NTN) for

“SUPPLY OF STATIONERY, TONERS AND MISCELLANEOUS ITEMS”

through

SINGLE STAGE ONE ENVELOP METHOD

5. The relevant details plus terms and conditions of the tender may be obtained from the undersigned personally or by visiting the SECP website: <https://www.secp.gov.pk/procurement/>
6. The bid validity period shall **be 150 days**.
7. The amount of the bid and bid security shall be in Pak rupees.
8. The bids should be accompanied by bid security (refundable) for an amount equal to 2% of the total quoted price (inclusive GST, if applicable) in shape of either pay order, demand draft valid for not less than 6 months in favor of Securities and Exchange Commission of Pakistan.
9. Bids not accompanied by bid security or with less amount of bid security will 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 a supplier wishes to bid for items in more than one category, then bid security as described in the bidding document must be submitted.**
12. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
13. Bid security of successful bids/bidders will alone be retained and that of the rest will be returned.

14. 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, Islamabad.
15. The equipment/software/renewals/items supplied must be duty paid in respect of all applied duties and taxes.
16. 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 bid security submitted with the bid will be forfeited in favor of the Commission.
17. The quantities required may vary according to SECP requirement.
18. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid in case of any such claim.
19. 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.
20. The language of the bid is English and alternative bids shall not be considered.
21. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids
22. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bid will not be entertained and may disqualify the original offer.
23. Prices quoted shall correspond to 100% of the requirements specified.
24. Discounts (if any) offered by the bidder shall be part of the bid.
25. **Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission. Bids of all those suppliers not found on ATL on the bid opening day shall be rejected.**
26. If any supplier is not in ATL then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
27. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable
28. 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 and proof of company as legal entity.
29. Bidder must submit an affidavit with the bid that the bidder is not blacklisted by any organization.
30. Any bidder who has ever supplied substandard items to SECP shall be considered ineligible for taking part in this tender competition.
31. Copy of authorized agency / partnership / dealership / distributorship certificate from their Principals is to be submitted with the Bid. (if applicable)

32. For supply of toners following shall be taken into consideration:

- a. Interested bidder is required to provide letter of authorization stating that interested bidder is their sole /authorized partner / dealer / distributor.
- b. Details of office(s) and contact details are required.
- c. Brand New Toner Replacement with Faulty Toner Replacement subject to any fault covering Print Quality, leakage and performance despite a 50% Usage.
- d. Refilled, refurbished and Counterfeit products are not acceptable

33. List of Clients (foreign/local), office location, company profit, methodology, previous experiences with the bidder(s) should be provided.

34. Bid qualifying all requirement and quoting lowest cost with respect to each item will be selected.

35. 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 / received.

36. Place of bid destination is: **Securities and Exchange Commission of Pakistan**, 4th Floor, State Life Building # 2, Wallace Road, Off: I.I. Chundrigar, Karachi.

37. Sealed bids may be dropped in the tender drop box placed at SECP, 4th Floor, State Life Building # 2, Wallace Road, Off: I.I. Chundrigar, Karachi.

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

Bid for:	“SUPPLY OF STATIONERY, TONERS AND MISCELLANEOUS ITEMS”
Bidder Name:	XYZ
Attention:	Deepak Kumar Jewani Deputy Director Admin, 4th Floor, State Life Building # 2, Wallace Road, Off: I.I. Chundrigar, Karachi

39. The deadline for the submission of bids is:

Date: December 17, 2018
Time: 1500 Hrs.

40. The bid opening shall take place at:

Securities and Exchange Commission of Pakistan
4th Floor, State Life Building # 2, Wallace Road, Off: I.I.
Chundrigar, Karachi

Date: December 17, 2018
Time: 1530 Hrs

41. A statement “**Do Not Open Before 1530Hrs on December 17, 2018**” shall be clearly mentioned on the top of the sealed bid.

42. Bids received after the due date and time will not be entertained.

43. Clarification if any on the technical requirement may be obtained from:
Deepak.jewani@secp.gov.pk

44. Preference will be given to the dealers/suppliers, who are able to supply items at SECP Head Office in Islamabad and all other offices in Pakistan, already working with Government, Semi Government, multinational organizations and well reputed organizations. Willing to supply quoted items at following offices of SECP

S. No.	Office Location	Ability to Supply (Yes/No)
a.	SECP Head Office Islamabad.	
b.	CRO Islamabad	
c.	CRO Peshawar	
d.	CRO Faisalabad	
e.	CRO Lahore	
f.	CRO Multan	
g.	CRO Karachi	
h.	CRO Sukkur	
i.	CRO Quetta	
j.	CRO Gilgit Baltistan	
<i>Note: Bilty charges shall only be admissible if items are supplied on locations other than Karachi.</i>		

45. Stationery, toners and miscellaneous items shall be supplied strictly in accordance with approved samples i.e. quality, brand and measurement etc.
46. Successful bidder would sign an agreement for supply of selected items initially for one year which may be extended for another two years.
47. Maximum supply time of ordered items will be five days after the receipt of purchase order, however, right to modify/extend supply period remains with the Administration Department.
48. Payments will be processed after receipt of complete supplies.
49. **Rate Revision:** SECP may revise rates of required items due to inflation / exchange rate fluctuation on quarterly basis (if deemed appropriate), keeping in view the market situation at that time. However, only the Administration Department of SECP will have the power to approve revised rate.

Note:

a. Attachment Details are as under

B. List of Stationery Items	Annex "A"
C. List of Toners	Annex "B"
D. List of Miscellaneous Items	Annex "C"
E. Bid Declaration Form	Annex "D"
F. Sample Agreement	Annex "E"

- b. Required stationery items are selected on the basis of our satisfactory experience after using within the organization. However, if any bidder wants to bid for any equivalent /better quality item then it may do so, provided that samples are submitted with the bid or made available for inspection when required.

If the above Terms & Conditions are acceptable then bids must be submitted well in time and according to the requirement.

RATES REQUIRED OF STATIONERY ITEMS

S.No.	Item Description	Unit	Unit Rate exclusive of all applicable taxes	Unit Rate inclusive of all applicable taxes
1	Attendance Register No.1 Tayyaba	Each		
2	Ball Liner Uniball eye 150	Each		
3	Ball Pen Signo fine (Imported)	Each		
4	Ball Pen Dollar Clipper	Each		
5	Ball Pen Dollar Memo	Each		
6	Ball Liner Pointer Dollar 0.3mm	Each		
7	Binder clip large 32 mm Horizon	Dozen		
8	Binder clip med. 25 mm Horizon	Dozen		
9	Binder Clip Small 19 mm Horizon	Dozen		
10	Binder clips XL 51mm for 200 or more sheets	Dozen		
11	Binding Plastic Sheet Ibico 18,mm (Imported Packing)	Pkt		
12	Binding Tape (Cloth Tape) 2-1/2" Deer Brand	Each		
13	Box File Exclusive (best quality)	Each		
14	Calculator CASIO DJ-120 TW 100 Step China Top Quality	Each		
15	Calculator CASIO MJ-120 TW, 100 Step China Top Quality	Each		
16	Card Sheet (White and different Color) 22X28 Fine Quality	Each		
17	Clip File A4 Size plastic Transparent front Bili China	Each		
18	Clip File Legal Size plastic Transparent front Bili China	Each		
19	Colors Pad Pronoti 5-colors (Flages)	Pkt		
20	Cutter Blade only for Paper Cutter 1" (in Knife)	Each		
21	Dak Folder (superior Rexene) with golden corner as per Sample	Each		
22	Dispatch Register No.6 Tayyaba	Each		
23	Drafting pad large ruled 60 sheet Venus	Each		
24	Drafting pad small ruled 60 sheet Venus	Each		
25	Engagement/Meeting Stand Transparent Superior (Glass Made)	Each		
26	Envelop White VRG A-4 Size 80grm Imported	Each		
27	Envelop White VRG A-4 Size 80grm Imported with printing -as per sample	Each		
28	Envelop White VRG File Size 80grm Imported	Each		
29	Envelop White VRG File Size 80grm Imported with printing -as per sample	Each		
30	Envelops Khaki best quality File Size (80 gram)	Each		
31	Envelops Khaki best quality A-4 size (80 gram)	Each		
32	Envelops white 9 x 4 [80 gram paper VRG (imported)]	Each		
33	Envelops white 9 x 4 [80 gram paper VRG (imported)]with printing -as per sample	Each		
34	Envelops White File Size (Cloth inner)	Each		

35	File Covers superior card thick with printing (as per sample)	Each		
36	File Flapper Rexene 2" (White/Black)	Each		
37	File Folder Alflah F-119 (Green)	Each		
38	File tag superior quality 6" & 4 " white with Punch	Bundle		
39	Fluid Pen Uni Correction Pen Mitsubishi Japan	Each		
40	Gum (05) only Nafes	Bottle		
41	Glue Stick Dollar Medium size 20 gram	Each		
42	Glue Stick (Rabbit/Aomus) Medium size 21 gram	Each		
43	Highlighter Pelikan	Each		
44	Highlighter Dollar 90	Each		
45	Heavy Duty Punch 2 Hole-KW-9550	Each		
46	Heavy Duty Stapler MAX -Japan 12N17	Each		
47	Imported 80 gms (Double-A), A-4 size 500 sheets Thailand	Ream		
48	Imported 80 gms (Paper One), A-4 size 500 sheets Indonesia.	Ream		
49	Local Pape 80 gms (Copymate), A-4 size 500 sheets	Ream		
50	Imported 80 gms (Lucky Boss), A-4 size 500 sheets Indonesia.	Ream		
51	Imported Paper (80 grams) Nippon 500 sheets (Legal Size)	Ream		
52	Imported Paper 80 gms (HP), A-4 size 500 sheets.	Ream		
53	Conqueror Paper 500 Sheets imported	Ream		
54	In/Out File Tray 2-step Exclusive	Pair		
55	Ink dollar 60 ML	Each		
56	Lead Pencil Goldfish Autocrat HB-5000	Dozen		
57	Marker Permanent Dollar Allmark Round Tip	Each		
58	Marker White board (Dollar-On Board) Round Tip	Each		
59	Marker Dollar Sketch Line Fibre Tip all colors	Each		
60	Movement Register No.6 Tayyaba	Each		
61	Note sheet pad 80 sheet white 80gm paper A/4 size (Imported)	Pad		
62	Paper Clip difrent colours 50 mm	Pkt		
63	Paper Clip difrent colours 30 mm	Pkt		
64	Paper Clip Quality 30 mm (3 flower) or any other good quality	Pkt		
65	Paper cutter Knife (ordinary)	Each		
66	Paper cutter with blade SDI 0426	Each		
67	Peon book 80 sheet hard binding Lucky/Tayyaba	Each		
68	Petrol/Maintenance Register No.6 Tayyaba	Each		
69	Plastic Cover L-shape A4 size Nokia 021	Each		
70	Post-it-pad 2 x 3 Pronoti	Each		
71	Post-it-pad 3 x 3 Pronoti	Each		
72	Post-it-pad 3 x 5 Pronoti	Each		
73	Post-it-pad 2 x 3 (Made in USA) 3M	Each		
74	Post-it-pad 3 x 3 (Made in USA) 3M	Each		
75	Post-it-pad 3 x 5 (Made in USA) 3M	Each		

76	Punch double hole KW-TriO 912	Each		
77	Punch Single Best Quality Local 8"	Each		
78	Ring Folder Plastic A/4 size ideal	Each		
79	Ring Folder Plastic File Size ideal	Each		
80	Rubber Band large fine qualities per K.G	K.G.		
81	Rubber Pelikan AL 30	Each		
82	Ruled Register Lucky with Hard Binding (No.10)	Each		
83	Ruled Register Lucky with Hard Binding (No.16)	Each		
84	Ruled Register Lucky with Hard Binding (No.20)	Each		
85	Ruled Register Lucky with Hard Binding (No.24)	Each		
86	Ruled Register Lucky with Hard Binding (No.32)	Each		
87	Scale steel Superior Quality Hard China Original	Each		
88	Scissors superior Large size Imported	Each		
89	Scotch Tap Dispenser Large 1" KW 1133	Each		
90	Scotch Tap 1" x 72 Meter Deer Brand	Each		
91	Section Diary Register (Rate per No.6 required)	Each		
92	Separator Set (10 Colors) Multi holes A/4	pkt		
93	Sharpener Machine (KW-TriO) 310	Each		
94	Shorthand Pencil Goldfish superior quality/Deer	Dozen		
95	Spectra Multi Color paper Imported A-4 size 500 sheets	Ream		
96	Sinar Colour paper rim A-4 size	Ream		
97	Spiral pad Large A/4 size Ideal	Each		
98	Spiral pad Small 6X8 size Ideal Fc/2	Each		
99	Spiral Ring (Ibico) 08 mm	Each		
100	Spiral Ring (Ibico) 10 mm	Each		
101	Spiral Ring (Ibico) 12 mm	Each		
102	Spiral Ring (Ibico) 14 mm	Each		
103	Spiral Ring (Ibico) 16 mm	Each		
104	Spiral Ring (Ibico) 18 mm	Each		
105	Spiral Ring (Ibico) 20 mm	Each		
106	Spiral Ring (Ibico) 22 mm	Each		
107	Spiral Ring (Ibico) 24 mm	Each		
108	Spiral Ring (Ibico) 26 mm	Each		
109	Spiral Ring (Ibico) 28 mm	Each		
110	Spiral Ring (Ibico) 30 mm	Each		
111	Stamp pad ink Crystal	Each		
112	Stamp pad superior Lancer	Each		
113	Staple Pins 23/17 (Washin)	Pkt		
114	Staple pins 24/6 superior quality hard (Dollar)	Pkt		
115	Staple pins Doller Very Small Size No.10	Pkt		
116	Staple Pins HD 23/10 (Washin)	Pkt		
117	Staple Pins HD 23/13 (Washin)	Pkt		
118	Staple Pins HD 23/15 (Washin)	Pkt		
119	Staple Pins HD 23/19 (Washin)	Pkt		
120	Staple Remover KW-508B	Each		

121	Stapler Machine KW-5871	Each		
122	Stapler Machine KW-5547	Each		
123	Stapler Machine -5527 GENMES	Each		
124	Thumb Pins Steel fine quality	Pkt		
125	Telephone Index Cosmo Large PF-103 to 300 Pages	Each		
126	Visiting Card Holder Large Size 256 cards Cosmo	Each		
127	Hard File Cover (Jorri files) with long laces	Each		
128	Window Envelops white 9x4 [80 gram paper VRG (Imported)]	Each		
129	Envelops white Window 9 x 4 [80 gram paper VRG (imported)]with printing -as per sample	Each		
130	Envelops Khaki best quality 9 x 4 size (80 gram)	Each		
131	Heavy Duty Punch KW-trio 9330	Each		
132	Stapler Machine (Kido No. 240 A)	Each		

i.	Total of quoted unit price (inclusive of all applicable taxes)	=	Sum of quoted prices from Item No. 1 to 132 (all above)
ii.	Bid security shall be	=	2% of (i)

RATES REQUIRED OF TONERS

S.No.	Model/Description	UNIT. NO	Unit Rate exclusive of all applicable taxes	Unit Rate inclusive of all applicable taxes
1	HP 1320 Laser Jet Toner	1		
2	HP 1600 Laser Jet Color Set of (4 Piece) Toner	1		
3	HP 1515 colour set of (4-piece) Toner	1		
4	HP 2015 Laser Jet Toner	1		
5	HP 2025 Laser Jet Color Set of (4Piece) Toner	1		
6	HP 2035 Laser Jet Toner	1		
7	HP 2600 Laser Jet Coloured Set-4piece Toner	1		
8	HP 4050 Laser Jet Toner	1		
9	HP 2550 Laser Jet Coloured Set of (4 Piece) Toner	1		
10	HP C-6180 Photosmart 6pieces set Toner	1		
11	HP-6500 Color Set of 4 pieces Toner	1		
12	HP-7380 Color set of 4 pieces Toner	1		
13	Lexmark E250d Toner	1		
14	Fax Toner Panasonic KXFAT88E	1		
15	Fax Toner Panasonic KXFL 612(FAT83)	1		
16	HP- 4015N Network Printer Toner	1		
17	HP Laser Jet 500 -M551 Printer Toner (4 Pieces colour set)	1		
18	HP Laser Jet 1606 DN Printer Toner	1		
19	Imaging Drum for HP 2550 Printer	1		
20	Samsung ML 2010 Toner	1		
21	HP Color Laser Jet CP 3535n (4 piece) Toner	1		
22	HP Laser Jet 300 color MFP M375nw	1		
23	Toner Kyocera KM-2550	1		
24	Canon Toner-2525 NPG-51 Machina (Photocopier Toner)	1		
25	Photocopier Nashua Tec Toner MP 2053SP	1		
26	Photocopier Nashua Tec Toner MP 3053			
27	HP Laser Jet P3015	1		
28	HP Laser Jet M605	1		
29	Samsung Photocopier Toner K4350LX	1		
30	Canon Toner-2545 NPG-51 Machine (Photocopier Toner)	1		
31	Canon L-140 Fax toner	1		
32	HP M402Dn	1		

i.	Total of quoted unit price (inclusive of all applicable taxes)	=	Sum of quoted prices from Item No. 1 to 32 (all above)
ii.	Bid security shall be	=	2% of (i)

Annex “C”

RATES REQUIRED FOR MISCELLANEOUS ITEMS

Sr. No.	Item Description	Unit	Unit Rate exclusive of all applicable taxes	Unit Rate inclusive of all applicable taxes
1	Air Freshener large 400 ml (Imported)	Bottle		
2	CDs (Re-writeable) Sony Japan	Each		
3	CDs (write once) Sony Japan	Each		
4	DVD (Re-writeable) Sony Japan	Each		
5	DVD (Write once) Sony Japan	Each		
6	Dust bin size 1-1/2-feet good quality plastic (Large)	Each		
7	Duster white thick large size 24 x 24 superior	Each		
8	Duster Yellow for cars Large size (Standred)	Each		
9	Dry Battery Cell “AA” Imported Original (Sony)	Each		
10	Dry Battery Cell “AAA” Imported Original Power Plus	Each		
11	Extension Board of 5 sockets Model AL-0118 Made in China	Each		
12	Glint- insta 500 ml	Bottle		
13	Insect Killer 400 ml MORTIEN	Bottle		
14	Insect Killer 400 ml BAYGON	Bottle		
15	Water Glasses	Each		
16	Masking Tape 1” Olympia	Each		
17	Tissue Paper Box Rose Petal 100 sheet multi-colour Supreme	Pkt		
18	Toilet Tissue Roll Rose Petal single packing	Roll		
19	Vim 450 gram	Pkt		
20	Lemon Max Liquid	Each		
21	Packing Tape 2” (length 50 yards) Abro	Each		
22	Tea Mug	Each		
23	Philips Energy Saver (Screwed) 25 W (D -Light)	Each		
24	Philips Energy Saver (Screwed) 25 W (M-Light)	Each		
25	Philips Chock for Tube Rods 4FT (36WTS)	Each		
26	Philips Chock for Tube Rods 2FT (18WTS)	Each		
27	Philips Energy Saver (Screwed) 14 W (D- Light)	Each		
28	Philips Energy Saver (Screwed) 14 W (M-Light)	Each		
29	Philips Starter S-10	Each		
30	Philips Tube Rods 2 feet (D Light)	Each		

31	Philips Tube Rods 2 feet (M Light)	Each		
32	Philips Tube Rods 4 feet (M Light)	Each		
33	Philips Tube Rods 4 feet (M Light)	Each		
34	Packing Tape 3" (length 50 yards) Abro	Each		
35	Cup with Saucer	Each		
36	USB 3.0 32 GB	Each		
37	USB 3.0 64 GB	Each		
38	Philips Energy Saver (Screwed) 25 W (D -Light)	Each		
39	Philips Energy Saver (Screwed) 25 W (M-Light)	Each		

i.	Total of quoted unit price (inclusive of all applicable taxes)	=	Sum of quoted prices from Item No. 1 to 39 (all above)
ii.	Bid security shall be	=	2% of (i)

Bid Declaration Form

1. **Name of Interested Bidder** : _____
2. **CNIC#** : _____
(Please attach Copy of CNIC)
3. **NTN#** : _____
(Please attach Copy of NTN Certificate)
4. **GST#** : _____
(Please attach Copy of GST Certificate)
5. **Offered Unit Price Total** : **Rs.** _____, **Rs.** _____, **Rs.** _____
Annex "A" Annex "B" Annex "C"
(In words) _____
6. **Value of Bid security** **Rs.** _____

(In words) _____
7. **Contact Number** : _____
8. **Postal Address** : _____

9. **Email Address** : _____

Declaration: I certify that, to the best of my knowledge and belief, all of the information on and attached is true, correct, complete and made in good faith. I understand that false or fraudulent information on or attached to this form may be grounds for not entertaining my bid, or for cancellation after bid acceptance, and may be punishable by fine or imprisonment according to law of Pakistan. I understand that any information I voluntarily provide on or attached to this bid may be investigated. Moreover, I hereby declare the all the terms and conditions of the bidding document are accepted.

Name : _____

Signature & Official Stamp : _____

Date : _____

Sample Agreement

This Agreement (“Agreement”) is made at Karachi on this ____ day of _____ 2016.

Between

The Securities and Exchange Commission of Pakistan, a statutory body established in pursuance of the Securities & Exchange Commission of Pakistan Act, 1997 having its head office at SLIC # 2, 4th Floor Wallace road, I.I. Chundrigar Road, Karachi (hereinafter referred to as “Commission” which expression shall, where the context so permits, include its successors in interest and permitted assigns) of the ONE PART

And

(Name of Selected Supplier), having its (Address) (hereinafter referred to as “Contractor” which expression shall, where the context so permits, include its successors in interest and permitted assigns) of the OTHER PART

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

WHEREAS

- A. 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. Commission requires supply of Stationary, Toners and Miscellaneous Items on **(Annexure-A), (Annexure-B), (Annexure-C) & (Annexure-D)** at its Karachi office .
- C. The Contractor has agreed to provide the products as required by Commission 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 _____ and will remain in effect for a period of two year (the “Term”) or until terminated in accordance with Article 4 or 5. 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 supply of Stationary, Toners and Miscellaneous Items at the Head Office and other offices of the Commission in Pakistan.
- ii. Detail of Stationary, Toners and Miscellaneous Items to be supplied is given in (Annexure-A), (Annexure-B) & (Annexure-C).
- iii. The Contractor shall also fulfill all approved Stationary, Toners and Miscellaneous Items requirements as and when required by Commission.
- iv. The Contractor shall with respect to the Purchase Order, keep the response time down to minimum and shall immediately supply required Stationary, Toners and Miscellaneous Items
- v. This Agreement covers supply of Stationary, Toners and Miscellaneous Items per (Annexure-A), (Annexure-B) & (Annexure-C). Any additional item beside the Annexure may be requested by the Commission as and when required and provided by the Contractor at mutually agreed terms.

3. Price and Payments

- i. In consideration of the clear, efficient and uninterrupted fulfilment of the supply of the products as per (Annexure-A), (Annexure-B) & (Annexure-C) and other obligations of the Contractor under this Agreement, the Contractor shall be paid a fixed rate as approved against each Stationary, Toners and Miscellaneous Items Toners in **(Annexure-A), (Annexure-B) & (Annexure-C).**
However, following will be taken into consideration:
 - a) Prices will be subject to revision if they are increased at manufacturer source.
 - b) Prices will be subject to revision if the PKR depreciates by more than 5% against the USD.
 - c) Income Tax shall not be deducted if proper exemption documents are provided.
 - d) GST shall not be withheld if proper exemption documents are provided.
- ii. The payment for the supply of the items shall be made on the basis of Purchase Order. The Contractor shall arrange the invoice and send it to the Commission against each Purchase Order issued by the Commission

- iii. Commission will ensure timely payments within 30 days after the receipt of invoice from the Contractor for each month.
- iv. All related Government importation charges, excise duty, 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.
- v. The payment to be made to the Contractor under this Agreement shall be less any withholding charges levied by the Government from time to time which the Commission is authorized to deduct.

4. 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. Commission may terminate this Agreement if the Contractor fails to perform the obligations under this Agreement by affording an opportunity with a written notice of fifteen days.
- iii. Contractor may terminate this Agreement if Commission fails to make payment under this Agreement within 15 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, 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 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.
- iii. If the effect of Force Majeure continues beyond a period of sixty (60) days than either Party may terminate this Agreement.

6. Dispute Resolution/Arbitration

- i. The Parties shall attempt to resolve any and all disputes amicably as to the interpretation of the Agreement or as to the performance of either Party hereunder.

- 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 through arbitration. Each Party shall appoint an arbitrator and the appointed arbitrators shall commence the proceedings. In case of difference of opinion between the appointed arbitrators, the matter shall be referred to an umpire mutually appointed by the arbitrators. The award of the arbitrators shall be final and binding and in case of difference of opinion by the Umpire. Prior to initiation of arbitration 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 place of arbitration shall be Karachi, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

7. Relationship

The Parties hereby agree 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 defect in the supply of Stationary, Toners and Miscellaneous Items or any delay in the supply to be performed by the Contractor, if not rectified within due time, shall amount to a penalty of Rs._100per 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 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

- 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 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.
- ii. 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 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 office address and designated person:

To: Attn; _____
Address: _____
Tel: _____ Fax: _____

Contractor office address and designated person:

To: Attn; _____
Address: _____
Tel: _____ Fax: _____

13. Entirety

This Agreement along with the Annexure-A, B & C 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 Karachi.

15. Stamp Duty

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

16. Annexure & Counterparts

- i. The Annexure 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:_____

Attachments of Agreement

(Annexure-A of Agreement)

List of Stationery Items to be supplied

(Annexure-B of Agreement)

List of Toners to be supplied

(Annexure-C of Agreement)

List of Miscellaneous Items to be supplied

(Annexure-D of Agreement)

Bidding Documents