



**SECURITIES AND EXCHANGE COMMISSION
OF PAKISTAN**

No. T# 18/18-19

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 FBR/Relevant 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

“SUPPLY OF PAPER”

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/>

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before **April 03, 2019 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. 051- 9207091-4 (Ext-437) Email: ubaidullah.khalid@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 # 18 / 18-19**

2. **The Procurement Agency is:**

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

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.

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“SUPPLY OF PAPER”

through

SINGLE STAGE ONE ENVELOP METHOD

4. 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/>
5. The bid validity period shall **be 150 days**.
6. The amount of the bid and bid security shall be in Pak rupees.
7. The bids should be accompanied by bid security (refundable) for an amount equal to 5% 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.
8. Bids not accompanied by bid security or with less amount of bid security will not be entertained.
9. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
10. Bid security of successful bids/bidders will be retained and that of the rest will be returned.
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, Islamabad.

12. The equipment/software/renewals/items supplied must be duty paid in respect of all applied duties and taxes.
13. 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.
14. The quantities required may vary according to SECP requirement.
15. 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.
16. 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.
17. The language of the bid is English and alternative bids shall not be considered.
18. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids
19. 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.
20. Prices quoted shall correspond to 100% of the requirements specified.
21. Discounts (if any) offered by the bidder shall be part of the bid.
22. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.
23. 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.
24. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable
25. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business.

26. Bidder must submit an affidavit with the bid that the bidder is not blacklisted by any organization.
27. Any bidder who has ever supplied substandard items to SECP shall be considered ineligible for taking part in this tender competition.
28. Copy of authorized agency / partnership / dealership / distributorship certificate from their Principals is to be submitted with the Bid. (if applicable)
29. Bid qualifying all requirement and quoting lowest cost with respect to each item will be selected.
30. 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.
31. Place of bid destination is: **Securities and Exchange Commission of Pakistan**, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.
32. Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.
33. The envelopes shall bear the following additional identification marks:

Bid for: "SUPPLY OF PAPER"
Bidder Name: XYZ
Attention: M. Ubaidullah Khalid
Deputy Director Admin,
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad

34. The deadline for the submission of bids is:

Date: April 03, 2019
Time: 1500 Hrs.

35. The bid opening shall take place at:

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

Date: April 03, 2019
Time: 1530 Hrs

36. A statement "**Do Not Open Before 1530Hrs on April 03, 2019**" shall be clearly mentioned on the top of the sealed bid.
37. Bids received after the due date and time will not be entertained.
38. Clarification if any on the technical requirement may be obtained from:
ubaidullah.khalid@secp.gov.pk
39. Successful bidder would sign an agreement for supply of selected item (s) initially for one year which may be extended for another two years.

40. 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.
41. Payments will be processed after receipt of complete supplies.
42. **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:

Attachment Details are as under:

List of required Papers	Annex “A”
Bid Declaration Form	Annex “B”
Sample Agreement	Annex “C”

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

S. No.	Item Description	Unit	Unit Rate inclusive of all applicable taxes
1	Double-A 70 gm, A-4 size, 500 sheets OR Equivalent	Ream	
2	Paper One, 70 gm, A-4 size, 500 sheets OR Equivalent	Ream	
3	Copymate, 70 gm, A-4 size, 500 sheets OR Equivalent	Ream	
4	Nippon, 70 gm, A-4 size, 500 sheets OR Equivalent	Ream	
5	Lucky Boss, 70 gm, A-4 size, 500 sheets OR Equivalent	Ream	
6	HP, 70 gm, A-4 size, 500 sheets OR Equivalent	Ream	
7	Nippon, 70 gm, Legal Size, 500 sheets OR Equivalent	Ream	
8	Copymate, 70 gm, Legal Size, 500 sheets OR Equivalent	Ream	
Total Price (Sum of S# 1 to S# 8)			

i.	Total of quoted unit price (inclusive of all applicable taxes)	=	Sum of quoted prices from Item No. 1 to 8
ii.	Bid security shall be	=	5% of Sum of quoted prices from Item No. 1 to 8

RATES REQUIRED OF PAPER (S)
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.** _____

Annex “A”

(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 Islamabad on this ____ day of _____ 2019.

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 NIC Building, 63- Jinnah avenue, Islamabad (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 paper (s) on (**Annexure-A**) at its Head Office and Company Registration Offices in various cities of Pakistan.
- 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 one 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 paper (s) at the Head Office and other offices of the Commission in Pakistan.
- ii. Detail of paper (s) to be supplied is given in (Annexure-A).
- iii. The Contractor shall also fulfill all approved paper (s) 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 paper (s)
- v. This Agreement covers supply of paper (s) as per (Annexure-A). 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) and other obligations of the Contractor under this Agreement, the Contractor shall be paid a fixed rate as approved against paper (s) in **(Annexure-A). 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 and if the US \$ depreciates by more than 5% against the PKR
 - c) Delivery charges shall apply as per actual order for deliveries in cities other than Lahore, Karachi, Islamabad & Peshawar.
 - d) Income Tax shall not be deducted if proper exemption documents are provided.
 - e) 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 Islamabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

7. Relationship

The Parties hereby 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 paper (s) 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.100 per day to the account of the Contractor.

10. Severability

Each of the clauses of this Agreement is severable and distinct from one another and if any one or more of the clauses of this Agreement or any part thereof is 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 forms the entire Agreement between the Parties and supersedes any and all previous correspondence between the Parties regarding the matter.

14. Governing Law & Jurisdiction

- i. This Agreement shall be governed by and construed to be in accordance with the laws of The Islamic Republic of Pakistan.
- ii. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Islamabad.

15. Stamp Duty

This Agreement shall be stamped in accordance with 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

Signature: _____

Name: _____

Title: _____

For and on Behalf of Contractor

Signature: _____

Name: _____

Title: _____

WITNESS

Signature: _____

Name: _____

Title: _____

WITNESS

Signature: _____

Name: _____

Title: _____

Attachments of Agreement

(Annexure-A of Agreement)

List of Paper (s) to be supplied