



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 02/19-20

Invitation to Bid

The Securities and Exchange Commission of Pakistan invites sealed bids from the service providers 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

Hiring of Courier Services

Interested service providers may get bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, Terms of reference, evaluation criteria, clarification/rejection of bids etc. against above requirement 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 **Aug 20, 2019** by 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. 051-9207091-4 (Ext-437) or by sending an email at ubaidullah.khalid@secp.gov.pk during office hours (Monday to Friday excluding Public Holidays)

Deputy Director (Admin)

Terms and Conditions for Bids and Service Providers

Tender Identification Number: TENDER # 02 /19-20

The Procurement Agency is:

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

The Securities and Exchange Commission of Pakistan invites sealed bids from service providers 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:

Hiring of Courier Services

through

SINGLE STAGE TWO ENVELOP METHOD.

1. The Procurement Agency is:

Securities and Exchange Commission of Pakistan
NICL Building, 63-Jinnah Avenue, Blue Area, Islamabad

2. Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial bid and the technical bid. The envelopes shall be clearly marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters.
3. Initially, only the envelope marked "TECHNICAL BID" shall be opened publicly. The envelope marked as "FINANCIAL BID" shall be retained.
4. After the evaluation and approval of the technical bid, financial bids of the technically accepted bids only will be opened at a time, date and venue announced and communicated to the service provider in advance. Financial bids of technically unsuccessful service provider will be returned.
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. The bid validity period shall be 150 days.
7. SECP reserves the right to reject all bids and cancel this invitation at any stage of the bidding process.
8. The amount of the bid shall be in Pak rupees, however, for the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
9. 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.
10. The language of the bid is English and alternative bids shall not be considered.

11. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
12. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the service providers 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.
13. The rates must be quoted strictly in accordance with our documents and Annex(s).
14. Discounts (if any) offered by the service provider shall be part of the bid.
15. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of quoted price shall be clearly mentioned.
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 lowest evaluated service provider. In case selected service provider is not willing to provide required services on quoted rates then its bid will be rejected and second lowest evaluated bid will be considered.
17. All software based items contains installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal), if applicable.
18. Services provided to SECP must be duty paid in respect of all applied duties and taxes. (if applicable)
19. The end user license, end user warranties and end user support services will be in the name of SECP for all equipment and software loaded on the equipment/services delivered.(if applicable)
20. 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.
21. Service provider must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business.
22. Service provider must submit an undertaking with the bid that the service provider is not blacklisted by any organization.
23. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.
24. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
25. 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.
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. The bids received after the due date and time will not be entertained.
28. SECP shall disqualify any service provider if it finds at any time that the information submitted by the service provider is false and materially inaccurate.

29. Service provider do not have the option of submitting their bids electronically.
30. Telegraphic and conditional bids will not be accepted.
31. Unsealed bids will not be entertained / received and all such bids shall be rejected.
32. Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.
33. Successful service provider shall be engaged in an agreement for three years.
34. Place of bid destination is:

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

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

Bid for: Hiring of Courier Services
Bidder Name: XYZ
Attention: 4th Floor, NICL Building, 63-Jinnah Avenue, Blue Area, Islamabad.

36. The deadline for the submission of bids is:

Date: Aug 20, 2019
Time: 1500 Hrs.

45. The bid opening shall take place at:

Securities and Exchange Commission of Pakistan
4th Floor, NICL Building, 63-Jinnah Avenue, Blue Area,
Date: Aug 20, 2019
Time: 1530 Hrs

37. A statement “(Do Not Open Before 1530 Hrs on Aug 20, 2019)” shall be clearly mentioned on the top of the sealed bid.

Attachment Details are as under		
1.	Scope of Work/Terms of Reference (TOR's)	Annex “A”
2.	Mandatory Requirements for Bidders to Qualify	Annex “B”
3.	Evaluation Criteria	Annex “C”
4.	Sample Contract	Annex “D”

Note:

- If the above Terms & Conditions are acceptable then bids must be submitted well in time and according to the requirements as per details above.

Scope of Work/Terms of Reference (TOR's)**1. Scope of work entails:**

The SECP requires a service provider to deliver the following services:

- Collection of documents and other items from the offices of SECP as and when required and delivers to the desired locations. Offices of SECP are situated at:
 - Head Office, Islamabad
 - CRO, Islamabad
 - CRO, Lahore
 - CRO, Karachi
 - CRO, Peshawar
 - CRO Quetta
 - CRO Sukkur
 - CRO, Multan
 - CRO, Faisalabad
 - CRO, Gilgit Baltistan
 - Facilitation Office, Gwadar
 - Facilitation Office, Sialkot
- Provide domestic and international courier services in general.
- Overnight and overland delivery of heavy shipments.
- Package tracking facilities and reports.
- Rush delivery.

Mandatory Requirements for Applicants to Qualify

S. No.	Attributes	Ref page # in Proposal
1	Legal status, whether partnership or company along with year of establishment and applicable supporting documents including license, registered partnership deed, incorporation certificate etc.	
2	Complete company profile including name, registered office address, telephone, fax and e-mail address and web address, complete contact details of the contact person, details of branch offices and staff details (branch-wise).	
3	Established office setup in Islamabad, Lahore, Karachi, Peshawar, Quetta, Multan, Faisalabad, Sukkur and Gilgit	
4	Copy of NTN and GST certificates.	
5	Last 3 years Audited Financial Statements	
6	Signed Compliance certificate/undertaking Annex “C”	
7	Undertaking that the bidder and its employee(s) have never been blacklisted by any government, semi- government, autonomous or state owned organization and their cases regarding black listing are not under trial by any Court of Law.	

Bid(s) found non-compliant to any of the above mandatory requirements, shall not be considered for technical evaluation and will stand rejected.

EVALUATION CRITERIA:**Technical Evaluation Criteria:**

S. No.	Evaluation Grounds	Marks	Ref Page # in Proposal
A	Experience: Number of years, since inception of business operations as registered Courier company with relevant Government Department (0.5 marks per year, full marks for 20 years or more experience) <i>Note: Please attach Incorporation/Registration Certificate</i>	10	
B	Clientele: No of the clients (0.5 mark for each of the, National, Multi-National Companies, Government Departments, Autonomous Bodies, Financial Institutions/Banks, subject to maximum of 3 marks for each of the mentioned categories) <i>Note: Please attach performance certificate/copies of agreement from respective client.</i>	15	
C	Courier Services: i) Overland Services: (5 Marks) ii) International Services: (5 Marks) (One mark for each of valid client and full marks for 5 or plus clients.) <i>Note: Please attach copies of valid agreement executed with clients for Overland and International Services with complete address details for verification.</i>	10	
D	Infrastructure: i) Dedicated Aircraft (2.5 Marks) (Pls attach copy of valid agreement signed with CAA) ii) Retail Centers all over Pakistan (2.5 Marks) (0. 25 mark per 100 Retail Centers and full marks for 1000+ centers) (Pls attach detail of retail centers with complete address details.) iii) Satellite Tracked Own Vehicles (2.5 Marks) (0.25 mark per 100 vehicles and full marks for 1000+ vehicles) (Pls provide detail of vehicles fleet being used by the company) <i>Note: Please attach documentary evidence to prove the claim that bidder possess such numbers of assets.</i>	7.5	
E	Other Related Services i) E-Shipment Tracking Facility 1.25 Marks (Please share website link for verification) ii) 24 Call Centre (1.25 Marks) iii) Online Booking Portal that contains booking, delivery reports and complaint handling (5 marks) (Please share portal link/snapshots of the mentioned features) iv) Handheld devices for shipments booking. Availability of devices at Islamabad, Lahore and Karachi (2.5/3 Marks per city) Operational mechanism of the devices (2.5 Marks) <i>Note: Please attach documentary evidence to prove the claim that bidder possesses such numbers of assets/portals.</i>	12.5	

H	Annual Turn Over (Average of last three years) Above Rs.5000 million = 10 Marks Between Rs.3000 million to 4000 million=8 Marks Between Rs.2000 million up to 3000 million=6 Marks Between Rs.1000 million up to 2000 million=4 Marks Rs 1000 Million & below = 2 Marks <i>Note: Please attach audited financial statements for last three financial years.</i>	10	
	Grand Total	65	

Note: If documentary evidence/Information is not provided in a required manner then zero marks will be given to the bidder.

- All the bid (s) found in compliance with the mandatory requirements mentioned above and securing 60% marks (i.e. 39 marks out of 65) or more shall be considered at par and shall qualify for financial evaluation.
- Financial Proposal of technically qualified bidders shall be opened on announced date and time.
- Bidder quoting lowest rates (i.e. Grand Total of Category A+B+C given below) shall be selected.
- In case first lowest evaluated bidder fails to provide the required services or Commission is not satisfied from the provided services, SECP reserves the right to obtain the services from second lowest evaluated bidder.
- In case second lowest evaluated bidder fails to provide the required services or Commission is not satisfied from the provided services, the Commission reserves the right to obtain the services from third lowest evaluated bidder.

Financial Evaluation

Financial bids shall be submitted in following format and evaluated on the basis of following criteria and weightage:

A. Overnight Services:

Financial Evaluation of OVERNIGHT Services			
S. No.	Regions	Bidder Name	
		Rates for 0.5 Kg or below	Rates for One Kg or Above
		Quoted Rate Incl. of all taxes	Quoted Rate Incl. of all taxes
1	Sindh		
2	Baluchistan		
3	Punjab		
4	KPK		
5	Isb/Rwp		
Total Year 01			
Total Year 02			
Total Year 03			
Grand Total (A) (Year 01-03)			

B. Overland Services:

Financial Evaluation OVERLAND Services*		
S. No.	Regions	Bidder Name
		For 5 Kg or above
		Quoted Rate Incl. of all taxes
1	Karachi	
2	Quetta	
3	Lahore	
4	Peshawar	
5	Isb/Rwp	
Total Year 01		
Total Year 02		
Total Year 03		
Grand Total (B) (Year 01-03)		

**Quoted base rates shall be taken for comparison*

C. International Services

Financial Evaluation International Rates				
S. No.	Regions	Bidder Name		
		0.5 Kg	1.0 Kg	Additional 0.5 Kg
		Quoted Rate Incl. of all taxes	Quoted Rate Incl. of all taxes	Quoted Rate Incl. of all taxes
1	UAE			
2	Middle East			
3	UK			
4	South Asia			
5	Western Europe			
6	Eastern Europe			
7	Asia Pacific			
8	North America			
9	Africa			
10	Latin America			
Total Year 01				
Total Year 02				
Total Year 03				
Grand Total (C) (Year 01-03)				
Grand Total (A+B+C)				

SAMPLE CONTRACT - (Bidders are required to submit signed and stamped (each page) sample contract on plain paper)

COURIER SERVICES AGREEMENT

THIS COURIER SERVICES AGREEMENT (“Agreement”) is made and executed at Islamabad on this ____ day of ____ 2019 (the “Effective Date” of Agreement is July 01, 2019).

By and between

Securities & Exchange Commission of Pakistan, a statutory body established in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997, having its Head Office at NICL Building, 63-E, Jinnah Avenue, Islamabad, Pakistan (hereinafter referred to as the “**Commission**” or the “**Shipper**”, which expression shall include, where the context so permits, its successors in interests, administrators and permitted assigns) of the One Part;

And

_____ (hereinafter referred to as ____ which expression shall include, where the context so permits, its successors in interests, administrators and permitted assigns) of the Other Part.

The Commission and SERVICE PROVIDER shall individually be referred to as the “Party” and collectively as the “Parties” where the context so permits.

WHEREAS;

- a) The Commission in order to have an efficient delivery system for the carriage of various documentation and deliverables (“Services”) requires courier services from a reputable company.
- b) SERVICE PROVIDER is a registered company and approved by the Government of Pakistan to provide the Services within and outside Pakistan.
- c) SERVICE PROVIDER represents and warrants that it has the requisite expertise and adequate skills to provide the Services as required by the Commission.
- d) The Commission is desirous of acquiring from SERVICE PROVIDER, and SERVICE PROVIDER is desirous of providing to the Commission, the Services upon the terms and subject to the conditions laid out in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations and covenants hereinafter set forth and for other good and valuable consideration the adequacy of which is hereby acknowledged by the Parties and the mutual benefits to be derived therefrom, the representations and warranties, conditions and promises contained herein below and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION:

- 1.1. **Definitions:** In this Agreement, the following terms shall have the meaning ascribed thereto below:

- a. **"Business Day"** means a day on which the principal commercial banks are open for business during normal banking hours in Pakistan.
 - b. **"Consignee"** means the person to whom SERVICE PROVIDER delivers the Consignment.
 - c. **"Consignment"** means goods or property, whether or not contained in separate parcels, packages, containers or envelopes including any paper, documents etc.
 - d. **"Day"** means a calendar day of the Gregorian calendar.
 - e. **"Effective Date"** means the date of signing of this Agreement by both the Parties.
 - f. **"Rs."** or **"Pak Rupees"** shall mean the lawful currency of the Islamic Republic of Pakistan.
 - g. **"Services"** means the services as fully laid out in this Agreement.
 - h. **"Warsaw Convention"** means the Convention for the Unification of Certain Rules Relating to the International Carriage of Goods by Air.
- 2.1. **Interpretations:** Except where the context requires otherwise, this Agreement shall be interpreted as follows:
- a. Words in the singular include the plural, and vice versa, and words importing any gender include all/every genders.
 - b. References to persons include individuals, firms, partnerships, companies, corporations, unincorporated associations, governments, authorities, agencies and trusts (in each case, whether or not having separate legal personality).
 - c. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - d. Reference to Articles and Annexures are to articles and annexes to this Agreement.
 - e. Other capitalized expressions used in this Agreement shall have the meanings respectively assigned to them elsewhere in this Agreement.
 - f. The table of contents and headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement.
 - g. The Annexures form an integral part of this Agreement and shall have effect as if set out, in full, in the body of this Agreement and any reference to this Agreement also includes the Annexures.

2. THE CONSIGNMENT NOTE:

2.1 The Consignment Note is non-negotiable and the Shipper acknowledges that it has been prepared by SERVICE PROVIDER on behalf of the Shipper. The Shipper warrants that it is the owner of the goods transported hereunder or it is the authorized agent of the owner of the goods and that it hereby accepts mutually agreed terms & conditions for it and as agent for and on behalf of any other person having any interest in the Consignment.

3. PAYMENT TERMS:

3.1 The amounts payable by the Commission to SERVICE PROVIDER for provision of the Services under this Agreement shall be made within fifteen (15) Business days from the date of receipt of complete invoice, subject to verification of the said invoice against its own records. SERVICE PROVIDER reserves right to withdraw any service facility in case of a delay of more than thirty (30) days, after the receipt of a prior written notice by SERVICE PROVIDER to the Shipper for settling the outstanding amount, due to the sole and direct fault of the Shipper for settlement of account.

3.2 The Commission shall be entitled to deduct withholding tax, as per the prevailing laws of the Islamic Republic of Pakistan from the amount payable under this Agreement and the prices agreed by the Parties ("Annexure –A"). Details of the same shall be provided to SERVICE PROVIDER for its internal use and filing of returns.

3.3 The amount agreed under Clause 3.1 hereinabove is subject to a 10% annual increase.

4. SHIPPER'S OBLIGATION AND ACKNOWLEDGMENTS:

4.1 The Shipper warrants that each article in the Consignment is properly described on DN/MR and the Consignment details are complete and accurate and the same has not been declared by SERVICE PROVIDER to be unacceptable for transportation and that the Consignment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling.

4.2 If SERVICE PROVIDER fails to provide the Services in a satisfactory manner for a reason attributable to SERVICE PROVIDER, the Commission shall communicate the same to the former in writing and seek remedial actions and measures within ten (10) Working Days. However, in case SERVICE PROVIDER fails to remedy the failure within the aforementioned time period then the Commission may, terminate this Agreement, within fifteen (15) Working Days and engage another contractor for provision of the Services. Any costs incurred by Commission as a result of the foregoing shall be borne entirely by SERVICE PROVIDER.

5. SERVICE PROVIDER' OBLIGATIONS AND ACKNOWLEDGMENTS:

5.1 SERVICE PROVIDER shall be responsible to provide tracking facility to the Commission. In no event, unless otherwise initiated through a written request from the Commission, SERVICE PROVIDER shall make more than two attempts to deliver the Consignment at the intended and stated destination. Failure of delivery upon the second attempt shall render the Consignment to return to the place of origin.

5.2 SERVICE PROVIDER must ensure timely completion of its obligations under this Agreement and, for this purpose; time shall be of essence.

5.3 SERVICE PROVIDER shall be entirely responsible for its employees/personnel involved in providing Services under this Agreement. Commission shall not be responsible for the same.

6. RIGHT OF INSPECTION OF CONSIGNMENT:

6.1 SERVICE PROVIDER has the right, but not obligation, to inspect any Consignment including, without limitation, opening the Consignment. The Shipper agrees that SERVICE PROVIDER may open and inspect a Consignment for any reason whatsoever at any time.

6.2 The right to inspect the Consignment shall be exercised before picking it up from the Origin Point(s). In case, any discrepancy is found in the Consignment, SERVICE PROVIDER representative must immediately inform the Commission of such discrepancy.

7. MATERIAL NOT ACCEPTABLE FOR TRANSPORTATION:

7.1 SERVICE PROVIDER will not accept as a Consignment, Currency, Jewelry, Bullion, Antiques, Liquor, Stamps, Precious Stones, Work of Art, Fire Arms, Plants, Drugs, and Explosives, Animals, Perishable, Negotiable Instrument, in Bearer Form, Lewd, Obscene or Pornographic Materials, Industrial Carbons and Diamonds, items/articles restricted by IATA (International Air Transport Association) or ICAO (International Civil Aviation Organization), hazardous or combustible material, property of carriage of which is prohibited by any law, regulation or statute of any Provincial or Government of Pakistan.

8. EXCLUSION OF LIABILITY:

8.1 While SERVICE PROVIDER shall exercise its best efforts to provide expeditious delivery of the Consignment in accordance with the agreed delivery schedule, however, SERVICE PROVIDER shall not, under any circumstances, be liable for any delay caused by the following:

- a. Any supervening event (hereinafter referred to as “Force Majeure”) beyond the reasonable control of the SERVICE PROVIDER. For the purposes of this Agreement ‘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.
- b. The Party so affected i.e. the SERVICE PROVIDER shall as soon as it becomes aware of the occurrence of Force Majeure immediately notify the other Party i.e. the Shipper, and the protection of this Article shall become operative only from the time when such notice is given. Thereafter, the SERVICE PROVIDER 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 amicably.
- c. Act, default or omission of the Shipper, the Consignee or any other party claiming an interest in the Consignment (including violation of any term and condition hereof) or any person other than that of SERVICE PROVIDER or act of Government Officials, provided that such act/omission was in no way attributable to SERVICE PROVIDER and was beyond the reasonable control of SERVICE PROVIDER.
- d. The nature of the Consignment for any defect, characteristic, inherent vice thereof, even if known to SERVICE PROVIDER when it accepts it.
- e. Electrical or magnetic energy erasure or other such damage to electronic or photographic images or recording in any form beyond the reasonable control of SERVICE PROVIDER.

9. LIMITATION OF LIABILITY:

9.1 The liability of SERVICE PROVIDER for any loss or damages to the Consignment (which terms shall include all document or parcels consigned under the DN/MR) is limited to:

- a. Rs. 100/KG- (Rupees One Hundred only in case of all Consignment with origin and destination within Pakistan).
- b. The actual value of the document or parcel subject to clause 13 hereof dispatched through SERVICE PROVIDER is in the opinion of the Shipper valued over Rs 100/-, without regard to its commercial utility or special value to the Shipper.

For the avoidance of any doubt, the actual value of the documents/parcel shall be:

- i. The actual value of document (which term shall include any item of no commercial value which is transported hereunder) shall be ascertained by reference to its cost or preparation or replacement, reconstruction or reconstitution value at the time and place of Consignment whichever is less; and
- ii. The actual value of a parcel (which term shall include any item of commercial value which is transported hereunder) shall be ascertained by reference to its cost of repair or replacement resale or fair market value at the time and place of Consignment whichever is less in no event shall such value exceed the original cost of the article actually paid by the Shipper plus ten percent (10%).

In the event that the Commission is desirous of shipping post cards as under the Pakistan Post Office Act, 1898, the same shall not be shipped through SERVICE PROVIDER.

10. INSURANCE:

10. Equipment, if any, would be insured by SERVICE PROVIDER in accordance with its policy and shall be paid by the Commission. Loss or damage resulting from the delays or transportation are not covered by any such policy of insurance

10. 2 Service provider in no case, shall be held liable or responsible for any indirect, special, collateral, punitive, incidental or consequential losses or damages that may be suffered by the Commission under this agreement.

11. INTERNATIONAL CONSIGNMENT:

11.1 The Shipper appoints SERVICE PROVIDER as its agent to conduct customs clearance and entry or to designate/appoint any other party to do same on its behalf and certifies SERVICE PROVIDER or its appointed representative as Shipper for the purpose of designating a customer broker to perform customs clearance and entry.

11.2 The Shipper and SECP agrees to pay all Consignment charges and destination duties and taxes, for the Consignment if the receiver or third party does not pay.

12. WARSAW CONVENTION:

12.1 If the transportation of a Consignment, performed by an aircraft, involves an ultimate destination or stop in a country other than that of departure, the Warsaw Convention may apply. The Warsaw Convention governs, and in most cases further limits the liability for loss or damage to such a Consignment.

13. CLAIM AND COMPLAINTS:

13.1 Any and all claim(s) for loss or damage to the Consignment must be brought by Shipper and delivered in writing to the office, situated at the address mentioned herein below, within thirty (30) working days from the day on which the Shipper became aware of the loss or damage to the consignment.. No claim may be brought against SERVICE PROVIDER outside of this time limit. All claims shall be submitted at the following address:

_____ Concerned (_____

13.2 Claims shall be entertained in respect of insured Consignments only under the relevant insurance policy..

13.3 The claim shall be accompanied by all relevant documents or Consignments including Shipper's copy, original bill/receipt and product/Consignment along with its description/information.

13.4 It is agreed between the Parties that any invoice regarding disputed Consignment as reported by the Shipper, shall be deducted from the monthly invoice to be paid to SERVICE PROVIDER and SERVICE PROVIDER shall endeavor to settle the disputed Consignment on priority basis.

13.5 SERVICE PROVIDER shall be solely responsible for dealing and liaising with its insurance company and for providing the necessary documents required by and to the said company, in order to settle any claim for any loss of or damage to the Consignment.

13.6 It is agreed between the Parties hereto that SERVICE PROVIDER shall only be liable to maintain the relevant Consignment records of each Consignment/transportation for upto thirty (30) days. Shipper

agrees that after the expiry of the said period, the former will not be in a position to refer to and/or produce any such records.

14. INDEMNIFICATION

14.1 The aggrieved Party (the “Indemnified Party”) shall be fully and effectively indemnified and kept indemnified before and after the expiry or Termination of this Agreement from and against all damages, dispute, losses, claims, proceedings, notices, demands, expenses (including legal and professional expenses), costs and liabilities which the Indemnified Party may have incurred at any time as a result of any breach, act or omission by the other Party (the “Indemnifying Party”) and/or any of its directors, officers, employees or agents of the obligations specified in the provisions of this Agreement. Any claim under this Agreement must be lodged with the indemnifying Party within 15 (fifteen) days of the date on which the indemnified Party came to know or should have come to know of such exposure to any claim etc.

15. WARRANTIES AND REPRESENTATIONS

15.1 Each Party warrants and represents to the other Party that it has and, so long as this Agreement remains in force, will continue to have full legal capacity, right, power and authority to execute and perform all its obligations as stipulated under this Agreement.

15.2 SERVICE PROVIDER hereby warrants and represents that it has and/or will obtain and maintain all necessary rights, permits and licenses to provide the Services under this Agreement and shall comply with all rules & regulations set forth by any governmental and regulatory bodies.

15.3 SERVICE PROVIDER shall perform the Services with reasonable skill and care and in accordance with best industry standards and the Commission shall use all reasonable means to comply with the terms and conditions of the Agreement.

16. CONFIDENTIALITY

16.1 SERVICE PROVIDER hereby undertakes that it will not, at any time, whether during the continuance in force of this Agreement or at any time after the termination hereof, divulge or disclose any confidential information in the Consignment related to Commission and/or its employees to any third party without the prior written consent of Commission and hold in confidence all documents and other information supplied to it by Commission relating to any confidential matter of Commission. The provisions of this clause shall survive the termination or expiry of this Agreement for a period of two (02) years.

17. TERMINATION

17.1 Either Party may terminate this Agreement, prior to the expiration of this Agreement, by serving a written notice of ninety (90) days to the other Party upon the occurrence of the following events:

- (a) If the other Party becomes bankrupt or is subject to proceedings of liquidation or dissolution, or ceases to carry on business or becomes unable to pay its rents as they become due; or
- (b) If the other Party fails to comply with the regulations of the governmental agencies and/or regulatory bodies, resulting in heavy penalties and/or fines; or
- (c) If the other Party in material breach of any provisions of this Agreement, fails, neglects, omits and/or refuses to rectify such breach within ninety (90) days of receiving notice of the breach.

17.2 Either Party may terminate this Agreement at any time during the Term of the Agreement by serving upon the other Party, a prior written notice of forty-five (45) days in accordance with Clause 20 of this Agreement. The terminating Party may not assign a reason thereof.

17.3 Termination shall be in addition to, and not in substitution for, any other remedies that may be available to the Party serving such notice, and any termination of this Agreement by the exercise of such right shall not relieve any Party from any obligations accrued prior to the date of such termination or relieve the Party in default from liability and damages for breach of this Agreement.

18. DISPUTE RESOLUTION

18.1 Any dispute(s) arising out of or in connection with this Agreement shall first be settled through amicable consultations between both the Parties. In case no settlement can be reached within a period of twenty (20) days of commencement of consultations, the Parties agree that the dispute(s) shall be settled by arbitration in accordance with the Arbitration Act, 1940 or any amendments made thereto. The Parties shall, with mutual consent, appoint a single arbitrator to carry out the arbitral proceedings. The place of arbitration shall be Islamabad, Pakistan. The language to be used in the arbitral proceedings shall be English, unless otherwise agreed by the Parties. The arbitral award shall be final and binding upon both Parties. The costs and expenses incurred and incidental thereto shall be borne by the Parties in respective proportions.

19. TERM

19.1 Term: This Agreement shall come into force on the Effective Date and shall automatically expire upon the completion of three (3) calendar years from the Effective Date constituting the “Term” overall).

19.2 Extension:

Prior to expiration of the Term, this agreement may be extended for a further period by mutual consent between the Parties provided that 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.

20. Applicable Law: The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.

21. Entire Agreement: This Agreement is intended by the Parties as the final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their agreement with respect to their relationship and all related matters. All other written or oral understandings, offers, agreements, terms and conditions or other communications of every kind pertaining to the scope of this Agreement described herein are hereby abrogated and withdrawn.

22. Amendment / Variation: All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by the Parties duly authorized representatives.

23 Assignment: SERVICE PROVIDER shall not assign and/or sub-contract any of the Services and/or its other rights and obligations under this Agreement, in whole or in part, to any subcontractor unless the prior written consent of Commission is obtained. In the event of any permitted assignment, SERVICE PROVIDER shall, nonetheless, continue to remain fully liable to Commission for the overall satisfactory performance of this Agreement.

24 Employees: SERVICE PROVIDER is solely responsible for the employment, control and conduct of its employees and sub-contractors and they shall under no circumstances be regarded as or deemed to be employees or sub-contractors of Commission.

25 Relationship of the Parties: SERVICE PROVIDER and Commission shall be deemed to have the status of independent entities and nothing in this Agreement shall be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint ventures.

26 No Waiver: The failure or delay of either Party in exercising any of its rights provided for in this Agreement shall not be deemed to be a waiver of such rights, or any of its other rights under this Agreement, nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter. Any waiver must be given in writing and signed by the Party waiving its rights.

27 Severability: In the event that any provision of this Agreement is illegal, contrary to public policy, or otherwise unenforceable, then such provision shall be deleted from this Agreement, leaving the remainder of this Agreement legal, valid and enforceable. The deleted provision shall be replaced by a valid new provision negotiated by the Parties, having as nearly as is legally possible the same economic and business effect which the illegal or unenforceable provision was intended to have.

28 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In case it is signed in more than two (02) counterparts, each Agreement shall be numbered so as to ascertain the total number of counterparts made.

29 Stamp Duty: This Agreement shall be stamped in accordance with the Stamp Act, 1899 by SERVICE PROVIDER

30 Notices: All notices and communications hereunder or pursuant to any legal proceedings shall be made in writing (by registered mail, courier or fax) and shall be sent to the registered addresses of the Parties provided hereinabove.

31.1 Address for notices: For the purposes of this Clause, a Party may take the address and facsimile number of the other Party to be:

- (i) the address and number set out below; or
- (ii) where another address or number is notified by either of the Party to other Party, the last address or number so notified to it.

If to the Commission/Shipper:

Attn: Mr/Ms. Raheel Anees

(Designation) Assistant Director (Admin)

Securities & Exchange Commission of Pakistan

NIC Building, 63-Jinnah Avenue Islamabad

Tel: +92-51-9207094, Fax: +92-51-9100471

If to SERVICE PROVIDER:

Attn: Mr/Ms. _____

(Designation) _____

Address: _____

Tel: +92 _____, Fax: +92 _____

IN WITNESS WHEREOF the Parties hereto have set their hands on this ____ day of _____ 2019.

SERVICE PROVIDER EXPRESS & LOGISTICS

COMMISSION

By: _____

By: _____

Title: _____

Title: _____

WITNESSES:

Name:
NIC No.:
Address:

Name:
NIC No.:
Address:

ANNEXURE ‘ A ’ of agreement

Domestic Corporate Rates for Overnight Service:

ANNEXURE ‘ B ’ of agreement

Domestic Corporate Rates for Overland Service:

ANNEXURE ‘ C ’ agreement

SERVICE PROVIDER INTERNATIONAL RATES