



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 01/20-21

Invitation to Bid

The Securities and Exchange Commission of Pakistan invites sealed bids from the principal's eligible authorized dealers/distributors/partners/resellers and suppliers/ 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

Supply/Refilling of Drinking Mineral Water

Interested bidder 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 document, must reach undersigned on or before **August 06, 2020** by 1100 Hrs and will be opened on the same day at 1130Hrs.

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)

Ubaidullah Khalid
Deputy Director (Admin)
NIC Building, 63 Jinnah Avenue, Blue Area, Islamabad

Terms and Conditions for Bids and Bidders

1. **Tender Identification Number:** **TENDER # 01/20-21**

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 invites sealed bids from the principal's eligible authorized dealers/distributors/partners/resellers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

Supply/Refilling of Drinking Mineral Water

through

SINGLE STAGE ONE ENVELOP METHOD.

4. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission. In case bidder is in-active on ATL (Income OR Sales tax) on the date of bid submission/opening then its bid shall be rejected.
5. After selection if any supplier is not in ATL then his payment shall be stopped till he/she files his mandatory returns and appears on ATL of FBR.
6. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
7. SECP shall purchase/get the supply/refilling from bidder found in compliance of MUST requirements mentioned in the TORs, obtaining 60% marks out of 60 in the technical evaluation criteria and quoting lowest price amongst all.
8. 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/>
9. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
10. The bid validity period shall be 150 days.
11. The amount of the bid and bid security shall be in Pak rupees. The bids should be accompanied by bid security (refundable) for an amount equal to 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**.
12. Bids not accompanied by bid security or with less amount of bid security will not be entertained.
13. In case any bidder submits more than one option against this invitation then bid security shall be submitted against highest quoted option.
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 language of the bid is English and alternative bids shall not be considered.
16. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.

17. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.
18. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
19. The bidder shall be responsible for payment of any duties/taxes etc. which are imposed by the Government of Pakistan (GOP). The bided price MUST be inclusive of all applicable taxes.
20. The bidders are hereby informed that the Commission shall deduct tax at the rate prescribed under the tax laws of Pakistan from all payments for supply/services rendered by any responding organization who accepts the Purchase order or signs agreement with the Commission.
21. Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.
22. The rates must be quoted strictly in accordance with our documents and Annex(s).
23. Discounts (if any) offered by the bidder shall be part of the bid and for taxation purposes will be treated in accordance with the applicable laws.
24. 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.
25. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business. A brief profile of the bidder, along with list of major customers (corporate sector) along with their contact details is required.
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. Bidder must submit an undertaking with the bid that the bidder is not blacklisted by any organization.
28. The quantities required may increase/decrease according to SECP requirement.
29. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid.
30. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
31. Unsealed bids will not be accepted.
32. **Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
33. Clarification if any on the requirements may be obtained from:
 - ubaidullah.khalid@secp.gov.pk
34. The bid security of successful bidder will be retained till expiry of the contract. However, bid security of unsuccessful bidders will be returned after award of contract to successful bidder.
35. Penalty: Penalty of ranging Rs.1000/- to Rs.100,000/- for each case can be imposed by Administration department due to non-adherence of quality/quantity and any clause of bidding documents and agreement.

36. The bids received after the due date and time will not be entertained.
37. 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.
38. The place of bid destination is: **Securities and Exchange Commission of Pakistan**, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.
39. In case 1st lowest bidder is unable to supply ordered items/services then the Commission reserve the right to award the contract to 2nd lowest evaluated bidder. In case 2nd lowest evaluated bidder is unable to supply ordered items/services then the Commission reserve the right to award the contract to 3rd lowest evaluated bidder.
40. **Bidder must submit following undertaking/affidavit (on stamp paper of Rs.100), failing which the bid shall be rejected**
- a. **Affidavit that the documents/details/information submitted is true and liable to be rejected if proven false and, in that case, legal action is liable on that bidder.**
 - b. **Affidavit that the bidder has never been blacklisted by any Government /Semi Government / any regulatory authority/Autonomous bodies/ National/ International organization.**
 - c. **Affidavit that no legal action has been taken by law enforcement agencies i.e. NAB, FIA etc. against the bidder.**
40. The Commission reserves the right either to issue a Purchase Order or sign an agreement with the successful bidder OR PO & Agreement both will be executed.
41. The envelopes shall bear the following additional identification marks:

Bid for: **Supply/Refilling of Drinking Mineral Water**

Bidder Name: XYZ

Attention: **M. Ubaidullah Khalid**
Deputy Director, Admin,
4th Floor, NICL Building, 63 Jinnah Avenue Blue Area, Islamabad

42. The deadline for the submission of bids is:

Date: **August 06, 2020**
Time: 1100Hrs

43. The bid opening shall take place at:

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

Date: **August 06, 2020**
Time: 1130Hrs

A statement “Not to be opened before 1130Hrs **on August 06, 2020**” shall be clearly mentioned on the top of the sealed bid.

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

Terms of Reference

Supply of Mineral Water at SECP Head Office, Islamabad

Securities and Exchange Commission of Pakistan (“The Commission”) invites Sealed Tenders from reputable Sales Tax / Income Tax Registered eligible supplier/contractors/distributors for the supply of mineral water bottles (19 Liters) on daily basis. Average no. of bottles 700/month.

- The Commission can send the sample water to any laboratory for testing at any stage of the contract execution until end of the contract. If the contractor failed to deliver the water as per specifications and standards the tender/contract will be terminated on immediate basis.
- The water should be bottled untouched under hygienic conditions, ensuring the constant mineral structure of the water, which would be a guarantee of its unique taste and purity.
- The mineral water bottle be of capacity of 19 Ltr. Supply be done on daily basis or as per the requirement of Administration Department.
- The water must be supplied in 19 liters in approved food grade sterilized bottles which shall not cause any undesirable change in taste, color and quality.

Delivery of Water: After the issuance of work order by the Commission, the contractor is bound to provide the water as and when required by the Administration Team. The delivery of water at the designated offices/points shall be the responsibility of the Contractor.

The framework/contract will be valid for one year from the date of issuance of work order.

Technical Evaluation Criterial (Total Marks: 60)

| Requirements | Marks Allocated |
|--|------------------------|
| Should produce documented evidence of providing mineral water for last 05 years. Proven track record of the bidder for successful nationwide delivery shall be considered as an edge. (2 marks/year) | 10 |
| Should be providing services similar to those specified herein continuously for a period of not less than five (05) years to organizations of comparable stature and size (3 marks for each organization). | 15 |
| Should have 05 large accounts with organizations of comparable scale in either public or private sector (2 marks for each organization). | 10 |
| Firms must be HACCP and ISO certified and have a nationwide distribution network, fully equipped with modern facilities. (5 marks for each certification) | 10 |
| Firms should also provide, install and maintain water dispensers on complimentary basis in the Units/Departments (01mark for each dispenser). | 15 |

Minimum 60% marks (36/60) and lowest rates are required for successful firm.

1. Bid(s) found eligible and in compliance with the MUST requirement will only be considered for technical evaluation.
2. Bids found eligible, in compliance with the MUST requirement and securing 60% marks i.e. 36 out of 60, in the technical evaluation shall only be considered for financial evaluation.
3. Bids found in compliance with the MUST requirement, securing 60% Marks and quoting lowest price shall be selected.

Sample Agreement
(Terms and Conditions of the Sample Agreement may be changed at the time of signing of the agreement with mutual understanding)

This Agreement (“Agreement”) is made at Islamabad on this _____ day of _____ 2020.

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 mineral water on (**Annexure-A**) at its Head Office only.
- C. The Contractor has agreed to provide the services 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 mineral water at the Head Office of the Commission.
- ii. Detail of mineral water to be supplied is given in (Annexure-A).
- iii. The Contractor shall with respect to the Purchase Order, keep the response time down to minimum and shall immediately supply required mineral water.
- iv. This Agreement covers supply of mineral water as per (Annexure-A). Any increase/decrease in qty of bottles may be required from time to time by the Commission.

3. Price and Payments

- i. In consideration of the clear, efficient and uninterrupted fulfilment of the supply of the services as per (Annexure-A) and other obligations of the Contractor under this Agreement, the Contractor shall be paid a fixed rate as approved against supply of mineral water (Annexure-A). However, following will be taken into consideration:
 - a) Prices will be subject to revision if they are increased at manufacturer source.
 - b) Income Tax shall not be deducted if proper exemption documents are provided.
 - c) GST shall not be withheld if proper exemption documents are provided.
- ii. The payment for the supply of the water 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 on monthly basis.
- 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 affected shall do all that is reasonably possible at its expense to remove or ameliorate the effect of such occurrence of Force Majeure. If all reasonable efforts should fail, or if Force Majeure situation persists beyond the period of 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 then 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 water 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 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

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)

**Details Requirements for supply of
mineral water at head office of the
Commission**