



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

**No. T# 01/21-22**

### **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 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 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 free of cost 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 28<sup>th</sup>, July 2021 at 1100Hrs and will be opened on the same day at 1130Hrs.

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

Deputy Director (Admin)

4th Floor, State Life Building # 2, Wallace Road, Off: I.I. Chandigarh, Karachi.

## **Terms and Conditions for Bids and Bidders**

1. **Tender Identification Number: TENDER # 01 / 21-22**

2. **The Procurement Agency is:**

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

3. 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 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 OF STATIONERY, TONERS AND MISCELLANEOUS ITEMS**

**through**

#### **SINGLE STAGE ONE ENVELOP METHOD**

4. The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by bid bond/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.
5. Bids not accompanied by bid bond/security or with less amount of bid bond/security will be rejected.
6. In case any bidder submits more than one option against this invitation then bid bond/security shall be submitted against highest quoted option.
7. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.
8. If any supplier is not in ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
9. **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 date of bid opening shall be rejected.**
10. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
11. 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/>
12. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
13. The bid validity period shall be 150 days.
14. If the bid is withdrawn after bid opening time and before the expiry of bid validity the bid bond/security will be forfeited in favor of the SECP, Karachi.
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 disqualify/reject the original offer.
18. The rates must be quoted strictly in accordance with our documents and Annex(s).
19. 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.
20. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
21. 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.
22. The bidder is 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.
23. 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.
24. Selected service provider will have to provide the required services/equipment, if selected and declared as lowest evaluated bidder. In case selected bidder is not willing to supply/provide services on quoted amount then bid bond/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 following undertakings (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 National/International organizations.
28. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad, Karachi, and Lahore offices (if applicable).
29. All software-based items contain installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal) ( if applicable )
30. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes.

31. 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.
32. **SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.**
33. 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 items.
34. Any bidder who has ever supplied substandard items to SECP shall be considered ineligible for taking part in this tender competition.
35. Payment shall be made after delivery, installation and commissioning of complete equipment/licenses/services/renewals. All payments shall be made after deduction of taxes and all payments shall be made through cross cheque in Pak Rupees. Taxes will be deducted at source as per Government Rules at the time of payment.
36. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
37. Only sealed bids will be accepted/opened and unsealed bids will be rejected.
38. The bid bond/security of successful bidder will be retained and returned after delivery, installation and commissioning of complete equipment/licenses/services/renewals of ordered items. However, bid bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.
39. During the retention period the bid bond/security no interest / markup will be provided on this amount by Commission to bidder at the time of refund/release of bid bond/security.
40. Successful bidders shall be bound to provide the required items within the delivery period. In case of late delivery, late delivery (LD) charges equivalent to 1% (of the PO/contract Value) per week shall be imposed and deducted from the payment. However, imposed penalty shall not exceed 10% of the PO/contract value.
41. In case 1<sup>st</sup> lowest bidder is unable to supply ordered items/services then the Commission reserve the right to award the contract to 2<sup>nd</sup> lowest evaluated bidder. In case 2<sup>nd</sup> lowest evaluated bidder is unable to supply ordered items/services then the Commission reserve the right to award the contract to 3<sup>rd</sup> lowest evaluated bidder.
42. Bid bond/security of the bidder who is unable to supply ordered items/services shall be forfeited in favor of the Commission.
43. 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.
44. 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

45. Bid qualifying all requirement and quoting lowest cost with respect to each item will be selected.
46. Place of bid destination is: **Securities and Exchange Commission of Pakistan**, 4th Floor, State Life Building # 2, Wallace Road, Off: I.I. Chundrigar, Karachi.
47. 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.
48. The envelopes shall bear the following additional identification marks:

Bid for: "SUPPLY OF STATIONERY, TONERS AND MISCELLANEOUS ITEMS"  
**Bidder Name:** XYZ  
**Attention:** **Sajjad Ahmed**  
Deputy Director Admin,  
4th Floor, State Life Building # 2, Wallace Road, Off: I.I. Chundrigar, Karachi

49. The deadline for the submission of bids is:  
Date: 28<sup>th</sup> July 2021  
Time: 1100 Hrs.

50. 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: 28<sup>th</sup> July 2021  
Time: 1130 Hrs

51. A statement "Do Not Open Before **1130 Hrs on 28th July, 2021**" shall be clearly mentioned on the top of the sealed bid.
52. Bids received after the due date and time will be rejected.
53. Clarification if any on the technical requirement may be obtained from: [Sajjad.Ahmed@secp.gov.pk](mailto:Sajjad.Ahmed@secp.gov.pk)
54. Stationery, toners and miscellaneous items shall be supplied strictly in accordance with approved samples i.e. quality, brand and measurement etc.
55. Successful bidder would sign an agreement for supply of selected items initially for one year which may be extended for another two years.
56. 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.
57. Payments will be processed after receipt of complete supplies.
58. **Rate Revision:** SECP may revise rates of required items due to inflation / exchange rate fluctuation, or any legitimate reasons, 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**

<b>A. List of Stationery Items</b>	<b>Annex “A”</b>
<b>B. List of Toners</b>	<b>Annex “B”</b>
<b>C. List of Miscellaneous Items</b>	<b>Annex “C”</b>
<b>D. Bid Declaration Form</b>	<b>Annex “D”</b>
<b>E. Sample Agreement</b>	<b>Annex “E”</b>

Required stationery items are selected on the basis of our satisfactory experience, however, any equivalent item(s) may be quoted, 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**

<b>S.No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Rate exclusive of all applicable taxes</b>	<b>Unit Rate inclusive of all applicable taxes</b>
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) Half Size 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	Dispatch Register No.6 Tayyaba	Each		
21	Drafting pad large ruled 60 sheet Venus	Each		
22	Drafting pad small ruled 60 sheet Venus	Each		
23	Envelop White VRG A-4 Size 80grm Imported	Each		
24	Envelop White VRG A-4 Size 80grm Imported with printing -as per sample	Each		
25	Envelop White VRG File Size 80grm Imported	Each		
26	Envelop White VRG File Size 80grm Imported with printing -as per sample	Each		
27	Envelops Khaki best quality File Size (80 gram)	Each		
28	Envelops Khaki best quality A-4 size (80 gram)	Each		
29	Envelops white 9 x 4 [80 gram paper VRG (imported)]	Each		
30	Envelops white 9 x 4 [80 gram paper VRG (imported)]with printing -as per sample	Each		
31	Envelops White File Size (Cloth inner)	Each		
32	File Covers superior card thick with printing (as per sample)	Each		
33	File Flapper Rexene 2" (White/Black)	Each		
34	Fluid Pen Imported	Each		
35	Glue Stick Dollar Medium size 20 gram	Each		

36	Highlighter Pelikan	Each		
37	Highlighter Dollar 90	Each		
38	Heavy Duty Punch 2 Hole-KW-9550	Each		
39	Heavy Duty Stapler MAX -Japan 12N17	Each		
40	Imported 80 gms (Double-A), A-4 size 500 sheets	Ream		
41	Imported 80 gms (Paper One), A-4 size 500 sheets Indonesia.	Ream		
42	Imported Paper 70 gms (PPC), A-4 size 500 sheets	Ream		
43	Imported Paper 70 gms (BLC), A-4 size 500 sheets Indonesia.	Ream		
44	Imported Paper 70 gms ( Lucky Boss), A-4 size 500 sheets.	Ream		
45	Imported Paper 70 gms PPC 500 sheets (Legal Size)	Ream		
46	Imported Paper 70 gms Nippon 500 sheets (Legal Size)	Ream		
47	Imported Paper 80 gms PPC 500 sheets (Legal Size)	Ream		
48	In/Out File Tray 2-step Exclusive	Pair		
49	Ink dollar 60 ML	Each		
50	Lead Pencil Goldfish Autocrat HB-5000	Dozen		
51	Marker Permanent Dollar Allmark Round Tip	Each		
52	Marker White board (Dollar-On Board) Round Tip	Each		
53	Movement Register No.6 Tayyaba	Each		
54	Paper Clip difrent colours 50 mm	Pkt		
55	Paper Clip difrent colours 30 mm	Pkt		
56	Paper cutter Knife (ordinary)	Each		
57	Paper cutter with blade SDI 0426	Each		
58	Petrol/Maintenance Register No.6 Tayyaba	Each		
60	Plastic Cover L-shape A4 size Nokia 021	Each		
61	Post-it-pad 2 x 3 Imported	Each		
62	Post-it-pad 3 x 3 Imported	Each		
63	Post-it-pad 3 x 5 Imported	Each		
64	Punch double hole KW-TriO 912	Each		
65	Ring Folder Plastic A/4 size ideal	Each		
66	Ring Folder Plastic File Size ideal	Each		
67	Rubber Band large fine qualities per K.G	K.G.		
68	Rubber Pelikan AL 30	Each		
69	Ruled Register Lucky with Hard Binding (No.32)	Each		
70	Scale steel Superior Quality Hard China Original	Each		
71	Scissors superior Large size Imported	Each		
72	Scotch Tap Dispenser Large 1" KW 1133	Each		
73	Scotch Tap 1" x 72 Meter Deer Brand	Each		
74	Section Diary Register (Rate per No.6 required)	Each		
75	Separator Set (10 Colors) Multi holes A/4	Pkt		
76	Sharpener Machine (KW-TriO) 310	Each		
78	Spectra Molt Color paper Imported A-4 size 500 sheets	Ream		
79	Pin Remover – Big	Each		
80	Spiral pad Large A/4 size Ideal	Each		



81	Spiral Ring (Ibico) 08 mm	Each		
82	Spiral Ring (Ibico) 10 mm	Each		
83	Spiral Ring (Ibico) 12 mm	Each		
84	Spiral Ring (Ibico) 14 mm	Each		
85	Spiral Ring (Ibico) 16 mm	Each		
86	Spiral Ring (Ibico) 18 mm	Each		
87	Spiral Ring (Ibico) 20 mm	Each		
88	Spiral Ring (Ibico) 22 mm	Each		
89	Spiral Ring (Ibico) 24 mm	Each		
90	Spiral Ring (Ibico) 26 mm	Each		
91	Spiral Ring (Ibico) 28 mm	Each		
92	Spiral Ring (Ibico) 30 mm	Each		
93	Stamp pad ink Crystal	Each		
94	Stamp pad superior Lancer	Each		
95	Staple Pins 23/17 (Washin)	Pkt		
96	Staple pins 24/6 superior quality hard (Dollar)	Pkt		
97	Staple pins Doller Very Small Size No.10	Pkt		
98	Staple Pins HD 23/10 (Washin)	Pkt		
99	Staple Pins HD 23/13 (Washin)	Pkt		
100	Staple Pins HD 23/15 (Washin)	Pkt		
101	Staple Pins HD 23/19 (Washin)	Pkt		
102	Staple Remover KW-508B	Each		
103	Stapler Machine KW-5547	Each		
104	Stapler Machine -5527 GENMES	Each		
105	Thumb Pins Steel fine quality	Pkt		
106	Visiting Card Holder Large Size 256 cards Cosmo	Each		
107	Hard File Cover (Jorri files) with long laces	Each		
108	Window Envelops white 9x4 [80 gram paper VRG (Imported)]	Each		
109	Envelops white Window 9 x 4 [80 gram paper VRG (imported)]with printing -as per sample	Each		
110	Envelops Khaki best quality 9 x 4 size (80 gram)	Each		
111	Heavy Duty Punch KW-trio 9330	Each		
112	Stapler Machine ( Kido No. 240 A )	Each		

<b>i.</b>	<b>Total of quoted unit price (inclusive of all applicable taxes)</b>	<b>=</b>	<b>Sum of quoted prices from Item No. 1 to 112 ( all above )</b>
<b>ii.</b>	<b>Bid security shall be</b>	<b>=</b>	<b>2% of (i)</b>

## Annex “B”

**RATES REQUIRED OF TONERS**

S.No.	Model/Description	UNIT. NO	Unit Rate <b>exclusive</b> of all applicable taxes	Unit Rate <b>inclusive</b> of all applicable taxes
	<b><u>Fax Toners Lists:</u></b>			
1	Panasonic KXFAT88E	1		
2	Panasonic KXFL 612( FAT83)	1		
3	Canon L-140	1		
	<b><u>Printer Toner Lists:</u></b>			
4	HP- 4015N Network	1		
5	HP Laser Jet P3015	1		
6	HP Laser Jet M605	1		
7	HP Laser Jet 500 -M551 Printer Toner (4 Pieces color set)	1		
8	HP Laser Jet 1606 DN Printer Toner	1		
9	HP Laser Jet M608	1		
10	HP M402Dn	1		
11	HP Color Laser Jet CP 3535n ( 4 piece )	1		
12	HP Laser Jet 300 color MFP M375nw	1		
	<b><u>Photocopier Toner Lists</u></b>			
13	Kyocera KM-2550	1		
14	Canon -2525 NPG-51	1		
15	Canon -2545 NPG-50	1		
16	Photocopier Nashua MP 3053	1		
17	Samsung K4350LX	1		

<b>i.</b>	<b>Total of quoted unit price (inclusive of all applicable taxes)</b>	<b>=</b>	<b>Sum of quoted prices from Item No. 1 to 17 ( all above )</b>
<b>ii.</b>	<b>Bid security shall be</b>	<b>=</b>	<b>2% of (i)</b>

## 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	Each		
10	Dry Battery Cell “AAA” Imported Original	Each		
11	Extension Board of 5 sockets Good Quality	Each		
12	Glint- insta 500 ml	Bottle		
13	Insect Killer 400 ml MORTIEN	Bottle		
14	Insect Killer 400 ml BAYGON	Bottle		
15	Water Glasses- good quality	Each		
16	Masking Tape 1” Olympia	Each		
17	Tissue Paper Box Rose Petal 100 sheet multi-color Supreme	Pkt		
18	Scotch Bright	Each		
19	Lemon Max Liquid	Each		
20	Packing Tape 2” (length 50 yards) Abro	Each		
21	Tea Mug	Each		
22	Philips Energy Saver (Screwed) 25 W (D -Light)	Each		
23	Philips Chock for Tube Rods 2FT (18WTS)	Each		
24	Philips Energy Saver (Screwed) 14 W (D- Light)	Each		
25	Philips Starter S-10	Each		
26	Philips Tube Rods 2 feet (D Light)	Each		
27	Philips Tube Rods 2 feet (M Light)	Each		
28	Packing Tape 3” (length 50 yards) Abro	Each		
29	Cup with Saucer	Each		
30	USB 3.0 32 GB	Each		
31	USB 3.0 64 GB	Each		
32	Philips Energy Saver (Screwed) 25 W (D -Light)	Each		
33	Philips Energy Saver (Screwed) 25 W ( M-Light)	Each		
34	A4 Tech Mouse	Each		

i.	Total of quoted unit price (inclusive of all applicable taxes)	=	Sum of quoted prices from Item No. 1 to 34(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** : \_\_\_\_\_

## **Annex “E”**

### **Sample Agreement**

This Agreement (“Agreement”) is made at Karachi 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 SLIC # 2, 4<sup>th</sup> Floor Wallace road, I.I. Chandigarh 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