



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

**T# 03/22-23**

### Invitation to Bid

The Securities and Exchange Commission of Pakistan invites sealed bids from the authorized services providers/principal's 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 following requirements:

S. No.	Requirements	Tender Ref No.
1.	Annual Support and Subscription Renewal Symantec Data Loss Prevention (DLP) Enterprise Suite	T# 03 (i)/22-23
2.	Renewal of Kaspersky Antivirus Licenses	T# 03 (ii)/22-23
3.	Hiring of Courier Services	T# 03 (iii)/22-23

Bidding document for each above mentioned requirement and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement are available for the interested bidders 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 **October 04, 2022 by 1100Hrs** and will be opened on the same day at 1130Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9195477 / 051-9195437 during office hours (Monday to Friday excluding Public Holidays)

Ayesha Saddiqua, Asst. Director (Admin)  
4<sup>th</sup> Floor NICL Building, Jinnah Avenue, Blue Area Islamabad.

## Terms and Conditions for Bids and Bidders

1. **Tender Identification Number:** TENDER # 03 (iii) /22-23

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 service providers 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

### **Hiring of Courier services**

through

### **SINGLE STAGE TWO ENVELOP METHOD.**

4. Bids 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.
5. All bids must be accompanied by a **Bid Securing Declaration** in the format provided in the Bidding Documents.
6. The Bid Securing Declarations should be with the Technical bid envelop, **failing which the bid shall be rejected.**
7. **Bid Securing Declaration should not be placed within the envelope of financial bid/proposal, failing which the bid shall be rejected.**
8. Initially, only the envelope marked “**TECHNICAL BID**” shall be opened publicly. The envelope marked as “**FINANCIAL BID**” and **Bid Security** shall be retained.
9. 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 bidders in advance. Financial bids of technically unsuccessful bidders will be returned.
10. Bids not accompanied by **Bid Securing Declaration** will be considered non responsive and rejected.
11. In case any bidder submits more than one option against this invitation then bid bond/security shall be submitted against highest quoted option.
12. Only registered service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR/relevant board are eligible to provide services to the Commission. **Bids of all those bidders who are In-Active on ATL (Income and Sales Tax) on the date of bid opening shall be rejected.**
13. 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/relevant board.
14. Payment shall made be after complete delivery and upon confirmation of our IT Department.
15. Tax shall be deducted/withheld as per applicable sales tax and income tax law.

16. 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/>
17. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
18. The bid validity period shall be 120 days.
19. 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, Islamabad.
20. The language of the bid is English and alternative bids shall not be considered.
21. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
22. The prices quoted 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.
23. The rates must be quoted strictly in accordance with our documents and Annex(s).
24. 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.
25. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
26. The bidder shall be responsible for payment of any duties/taxes etc. which are imposed by the Government of Pakistan (GOP). The bid price MUST be inclusive of all applicable taxes. 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.
27. Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated/most advantageous bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.
28. 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/most advantageous bidder.
29. Selected service provider/supplier will have to provide the required services/equipment, if selected and declared as lowest evaluated/most advantageous bidder. In case selected bidder is not willing to supply on quoted amount then bid bond/security submitted with the bid will be forfeited in favor of the Commission.
30. 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.
31. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
32. Bidder must submit the undertaking as per format prescribed in relevant Annexure, failing which

the bid shall be rejected.

33. Bids from any bidder who is found or purported to be engaged or under investigation for offences related to fraud, terror financing, money laundering etc. shall be rejected without assigning any reason.
34. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad, Karachi, and Lahore offices (if applicable).
35. 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).
36. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes.
37. The quantities required may increase/decrease according to SECP requirement.
38. 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 delivered.
39. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid.
40. 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.
41. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
42. **Only sealed bids will be opened at the time of bid opening and unsealed bids will be rejected.**
43. **Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
44. Clarification if any on the requirements may be obtained from: [ayesha.saddiqua@secp.gov.pk](mailto:ayesha.saddiqua@secp.gov.pk)
45. 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.
46. 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.
47. 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.
48. In case 1st lowest evaluated/most advantageous bidder is unable to supply ordered items then the Commission reserve the right to award the contract to 2nd lowest evaluated/most advantageous bidder. In case 2nd lowest evaluated/most advantageous bidder is unable to supply ordered items then the Commission reserve the right to award the contract to 3rd lowest evaluated/most advantageous bidder.

49. Bid bond/security of the bidder who is unable to supply ordered items shall be forfeited in favor of the Commission.
50. 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.
51. The bids received after the due date and time will not be entertained.
52. 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.
53. The place of bid destination is:

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

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

**Bid For** : Hiring of Courier Services  
**Bidder Name:** : XYZ  
**Attention:** : Ms. Ayesha Saddiqua  
 Assistant Director (Admin), 4<sup>th</sup> Floor,  
 NICL Building, 63 Jinnah Avenue Blue Area, Islamabad

55. The deadline for the submission of bids is:

**Date** : October 4, 2022  
**Time** : 1100Hrs

56. The bid opening shall take place at

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

**Date** : October 4, 2022  
**Time** : 1130Hrs

A statement “Not to be opened before 1130Hrs on October 4, 2022” shall be clearly mentioned on the top of the sealed bid.

**Note: Attachment Details are as under:**

1.	Terms of Reference	Annex “A”
2.	Evaluation Criteria	Annex “B”
3.	Format for Financial Bid	Annex “C”
4.	Format for Undertaking	Annex “D”
5.	Documentary Evidence Form	Annex “E”
6.	Format of Bid Securing Declaration	Annex “F”
7.	Sample Agreement	Annex “G”

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

**TERMS OF REFERENCE**

**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
- Provide domestic and international courier services in general.
- Overnight and overland delivery of heavy shipments.
- Package tracking facilities and reports.
- Rush delivery.

COMPANY INFORMATION SHEET			
S.#	PARTICULARS	DETAILS	DOCUMENTS REQUIRED
1	Company name		
2	Company status		
3	Contact person's name, designation, CNIC, email		
4	Company official address		
5	Balance sheet, annual revenue, net worth, total assets of last 03 years (Rs. Million)		
6	Assets		
7	Liabilities		
8	Cash at banks		
9	Revenues in last 3 years		
10	Net profits in last 3 years		
11	Last 3 years audited accounts		
12	No. of years in business in Pakistan		
13	Number of offices in Pakistan (physical presence and distribution network)		
14	Owned vehicle fleet details (with satellite tracking)		
15	Company's Manpower (HR) all over the country		
16	List of the dedicated client team		
17	List/details of aircraft owned/leased (valid agreement signed with CAA)		
18	Business certifications (ISO-9001:2015)		
19	List of clientele certificates		
20	Online booking system/QSR/POD		
21	SMS service at the time of booking for individual/bulk delivery		
22	Online consignment tracking (web-based)		
23	Hand Held Device Booking		
24	Courier services being fully managed by the bidder OR availing third-party services for the same		
25	Past Experience with SECP		
26	Valid NTN registration of the Bidder		
27	Valid GST registration of the Bidder		
28	The bidder is active on ATL list of FBR		
29	Undertaking on judicial paper as per format given in the bidding documents.		

**Note:**

The bidder is bound to attach all relevant documents required in Company Information Sheet Any incomplete/temper/forged/counterfeit information will fall under disqualification from the Tender.

**BIDDER’s EVALUATION CRITERIA**

<b>Technical Evaluation Criteria</b>							
<b>S.#.</b>	<b>CRITERIA</b>	<b>Marks Allocation</b>					<b>Marks Obtained</b>
1	Company Status	Public	Private				
		10	5	0	0		
2	No. of years of business in Pakistan	More than 15	15-10	9-5	Less than 5		
		10	5	3	0		
3	Courier Services Coverage (Offices data detailed over Pakistan)	More than 2000	2000-1501	1500-1000	Less than 1000		
		10	5	3	1		
4	Balance sheet, Annual Revenue of Last 03-years (Rs Million)	More than 150m	150-101m	100-50m	Less than 50 m		
		5	3	2	0		
5	Owned Vehicle Fleet Detail (with satellite tracking)	More than 4500	4500-3501	3500-2500	Less than 2500	No satellite Vehicle tracking	
		10	5	3	1	0	
6	Clientele Certificate	More than 25	25-10	Less than 10			
		10	5	1			
7	Business Certifications (ISO-9001-2015)	Yes	No				
		5	0				
8	Human Resource of Company (Countrywide)	More than 15000	15000-10001	10000-9000	Less than 9000		
		5	3	2	1		
9	Own/Leased Aircraft for timely deliveries	Yes	No				
		5	0				
10	Online booking System/QSR/POD	Yes	No				
		5	0				
11	SMS Service at the time of booking for Individual/Bulk Delivery	Yes	No				
		5	0				



12	Consignment tracking through (Web Based)	Yes	No				
		5	0				
13	Hand Held Device Booking	Yes	No				
		5	0				
14	Courier services being fully managed by the bidder OR availing third-party services for the same	Fully Managed	Availing Third Party Services				
		5	3				
15	Past Experience with SECP	Yes	No				
		5	0				
<b>Total: -</b>		<b>100</b>					

**Note: Only those bidders will qualify for Financial bid Opening who obtain a minimum of 70% marks.**

- i) Bidder is bound to fill Evaluation Criteria scores/marks. Any incomplete/temper/forged/Counterfeit information will fall under disqualification from the Tender.
- ii) Only Public and Private Courier Companies with a minimum 05-Year experience in a relevant field participate in the tender. (Sole proprietor, Joint Venture, and Consortium are not allowed).
- iii) **If documentary evidence/Information is not provided in a required manner then zero marks will be given to the bidder.**
- iv) All the bid (s) found in compliance with the mandatory requirements mentioned above and securing 70% marks or more shall be considered at par and shall qualify for financial bid opening/evaluation.
- v) Financial Proposal of technically qualified bidders shall ONLY be opened on the announced date and time.
- vi) Bidder quoting lowest rates (i.e. Grand Total of Category A+B+C given below) shall be selected/considered as Most Advantageous Bidder.
- vii) In case the first Most Advantageous bidder fails to provide the required services or Commission is not satisfied with the provided services, SECP reserves the right to obtain the services from the second most advantageous bidder.
- viii) In case the second most advantageous bidder fails to provide the required services or Commission is not satisfied with the provided services, the Commission reserves the right to obtain the services from the third most advantageous bidder.

**FORMAT FOR FINANCIAL BID**

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

**A. Overnight Services:**

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

**B. Overland Services:**

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

*\*Quoted base rates shall be taken for comparison*

**C. International Services**

<b>Financial Evaluation International Rates</b>				
<b>S. No.</b>	<b>Regions</b>	<b>Bidder Name</b>		
		<b>0.5 Kg</b>	<b>1.0 Kg</b>	<b>Additional 0.5 Kg</b>
		<b>Quoted Rate Incl.</b>	<b>Quoted Rate Incl. of all taxes</b>	<b>Quoted Rate Incl. of all taxes</b>

		<b>of all taxes</b>		
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			
<b>Total Year 01</b>				
<b>Total Year 02</b>				
<b>Total Year 03</b>				
<b>Grand Total (C) (Year 01-03)</b>				
<b>Grand Total (A+B+C)</b>				

## Format of Affidavit/Undertaking

**Bidder must submit following undertaking (on stamp paper of Rs.100 ), failing which the bid shall be rejected**

- a) I, Mr. .... S/o..... holding CNIC # ..... from M/s ..... Having Its business office at ....., do hereby solemnly affirm and declare as under;
- b) That M/s ..... is not engaged, under investigation or offences or no proceedings are pending before FBR, Customs, NAB, any Judicial form, FIA or any other Govt. authority with respect to fraud, terror financing, money laundering etc.
- c) We also confirm that our firm has not been black listed by any National/International organization or forum and its entitled to carry out its business activities to the standard business ethics.
- d) That the Partner(s) / Officers of M/s..... have not been subject to financial crime. Nor they every compounded with their creditors in any capacity.
- e) We, hereby agree with all the requirements and terms & conditions of the bidding document and submit the bid.
- f) The above statement is true to the best of my knowledge and belief and nothing has been concealed or is false.

**Note: In case bidder is found in the list of “Blacklisted Firms-Pakistan” or related links at <https://www.ppra.org.pk/> then its bid shall be rejected**

**Name:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Stamp:** \_\_\_\_\_

**DOCUMENTARY EVIDENCE**

Name of the Bidder: \_\_\_\_\_

Bid against Reference No: \_\_\_\_\_

Date of opening of Bid: \_\_\_\_\_

Documentary evidence for determining eligibility of the bidders & evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. **Bidders are required to mark page number on each page of the bid and mention the exact page number of relevant documents in the table below.** Bidders are advised to attach all supporting documents with this form in the order of the requirement.

<b>S #</b>	<b>Required Documentation</b>	<b>Signature of Bidder</b>	<b>Supporting Document's Name</b>	<b>Page Number in the Bid.</b>
<b>1</b>	NTN Certificate			
<b>2</b>	GST Certificate			
<b>3</b>	Availability on Active Tax Payers List of FBR			
<b>4</b>	Registration/Incorporation/Business Certificate			
<b>5</b>	Affidavit(s)			
<b>6</b>	Bid Securing Declaration			
<b>7</b>	Bid Validity period of 120 days (As applicable)			
<b>8</b>	Authorized Contact Number and Email Address.			
<b>9</b>	Supporting Document(s) confirming to the requirement/evaluation criteria			

**Bid Securing Declaration**

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of Bidding process]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*  
Corporate Seal (where appropriate)

## SAMPLE CONTRACT

**COURIER SERVICES AGREEMENT**

**THIS COURIER SERVICES AGREEMENT** (“Agreement”) is made and executed at Islamabad on this \_\_\_\_ day of \_\_\_\_ 2022 (the “Effective Date” of Agreement is -----).

**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 with 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: Name:  
NIC No.: NIC No.:  
Address: Address: