



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

**T# 01/22-23(LHR)**

### **Invitation to Bid**

The Securities & Exchange Commission of Pakistan invites sealed bids from the 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:

### **Out Sourcing of Photocopier & Network Printing Services at CRO, Lahore**

Bidding document for 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 November 02, 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. 042-111-111-327 (Ext-4053) (Monday to Friday excluding Public Holidays)

**Mr. Umer Haider, Management Support (Admin)**  
**Associate House, 3rd & 4th Floor,**  
**7-Egerton Road, Lahore**

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

1. **Tender Identification Number: TENDER # 01/22-23(LHR)**

2. The Procurement Agency is:

**Securities and Exchange Commission of Pakistan**  
Company Registration Office Associate House,  
3rd & 4th Floor, 7-Egerton Road, Lahore  
Telephone No. 042-111-111-327 (Ext-4053)

3. The Securities and Exchange Commission of Pakistan invites sealed bids from the 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

### **Out Sourcing of Photocopier & Network Printing Services at CRO, Lahore**

through

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

4. Only registered service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR are eligible to provide services to the Commission. Bids of all those bidders who are In-Active on ATL on the date of bid opening shall be rejected.
5. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally or by visiting the SECP website: <https://www.secp.gov.pk/procurement/>
6. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
7. The bid validity period shall be 150 days.
8. The bids should be accompanied by bid 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 in favor of Securities and Exchange Commission of Pakistan. Bids not accompanied by bid bond/security or with less amount of bid security will be rejected.
9. The amount of the bid and bid security shall be in Pak rupees.
10. 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 allowed and may disqualify the original offer.
11. The rates must be quoted strictly in accordance with our documents and Annex(s).
12. 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.
13. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.

14. 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.
15. In case selected bidder is unable to supply on quoted amount then bid security submitted with the bid will be forfeited in favor of the Commission.
16. In case any bidder submits more than one option against this invitation then bid security shall be submitted against highest quoted option.
17. 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 , Lahore.
18. The language of the bid should be in English and alternative bids shall not be considered.
19. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
20. 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.
21. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
22. Bidder must submit the undertaking as per format prescribed in relevant Annexure, failing which the bid shall be rejected.
23. Bids from any bidder who is found or purported to be engaged or under investigation for offences related to fraud, under-invoicing, tax evasion, concealment, money laundering etc. shall be rejected without assigning any reason.
24. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad, Karachi, and Lahore offices (if applicable).
25. 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).
26. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes, if applicable.
27. Required quantities may increase/decrease according to SECP requirement.
28. 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., if applicable.
29. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid, if applicable.
30. After selection if any supplier is not available on ATL at the time of payment then his payment shall be

stopped till he files his mandatory returns and appears on ATL of FBR.

31. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
32. SECP shall purchase/get the renewal/support subscription/services from bidder found in compliance to the requirement mentioned in the bidding document and lowest amongst all.
33. In case 1st lowest bidder is unable to supply ordered items 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 then the Commission reserve the right to award the contract to 3rd lowest evaluated bidder.
34. 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.
35. Payment shall be made after delivery, installation and commissioning of complete equipment/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. Unsealed bids will not be accepted.
38. Sealed bids may be dropped in the tender drop box placed at State Life building # Company Registration Office Associate House 3rd & 4th Floor, 7-Egerton Road, Lahore
39. Clarification if any on the requirements may be obtained from [umer.haider@secp.gov.pk](mailto:umer.haider@secp.gov.pk)
40. The bid security of successful bidder will be retained throughout the contract/agreement period. However, bid security of unsuccessful bidders will be returned after award of contract to successful bidder.
41. During the retention period the bid security no interest / markup will be paid on this amount by Commission to bidder at the time of refund/release of bid security.
42. Successful bidders shall be bound to provide the required services/renewal within the delivery period/before expiry.
43. Bid(s) received after the due date and time i.e. bid submission, will be rejected.
44. 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.
45. The place of bid destination is:

**Securities and Exchange Commission of Pakistan**  
Company Registration Office Associate House,  
3rd & 4th Floor, 7-Egerton Road, Lahore  
Telephone No. 042-111-111-327 (Ext-4053)

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

**Bid for:** OUT SOURCING PHOTOCOPIER & NETWORK PRINTING  
SERVICES AT CRO, LAHORE

**Bidder Name:** XYZ

**Attention:** Umer Haider  
Management Support, Admin,  
Company Registration Office Associate House,  
3rd & 4th Floor, 7-Egerton Road, Lahore

47. The deadline for the submission of bids is:

**Date: November 02, 2022**

Time: 1100Hrs

48. The bid opening shall take place at:

**Securities and Exchange Commission of Pakistan**  
Company Registration Office Associate House,  
3rd & 4th Floor, 7-Egerton Road, Lahore

**Date: November 02, 2022**

Time: 1130Hrs

A statement “Not to be opened before 1130Hrs November 02, 2022” shall be clearly mentioned on the top of the sealed bid.

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

<b>1.</b>	TORs and Evaluation Criteria	<b>Annex “A”</b>
<b>2.</b>	Documentary Evidence Form	<b>Annex “B”</b>
<b>3.</b>	Format of Affidavit/Undertaking	<b>Annex “C”</b>
<b>4.</b>	Sample Agreement	<b>Annex “D”</b>

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

**Terms of Reference**

1. Quoted price must be in Pak rupees inclusive of all government applicable taxes.
2. The bidder should provide contact person's name, designation, complete postal address, and telephone & Fax number(s).
3. Rates of the photo copier and network printing services per page should be quoted in accordance with using imported A-4 size white paper (80 grams). Monthly total photocopies and network printing will range between 100,000 to 130,000 numbers (approx.).
4. The successful bidder shall be providing at least three digital photocopier machines and seven network laser printers at SECP Office at Lahore.
5. Bidder shall quote (Lump sum) cost per copy, which includes A-4 size imported paper and shall be responsible for providing toner and all consumable accessories along with the maintenance of all machines at site, when it is required.
6. The successful bidder shall be responsible for providing a machine operator deputed at SECP's Lahore office from 9:00am to 6:00pm (Monday to Friday)., due to certain important work, the machine operator may have to stay late at the office at 6:pm, very rarely.
7. Rates of the photocopier services shall remain valid throughout the contract/agreement period i.e. (2022-2023) for one years and contract/agreement may be extended with mutual consent and mutually agreed terms and conditions between the Commission and the successful bidder.
8. Commission shall be responsible for the provision of furniture & Fixture, electricity and space for Photocopier Machine(s).
9. Bid should be accompanied with bid security (refundable) for an amount equal to 2% of the total quoted price (Inclusive of applicable Taxes) in shape of either pay order or demand draft in favor of Securities and Exchange Commission of Pakistan. **Bid security shall be submitted as under:**

<b>S. No.</b>	<b>Description</b>		<b>Remarks/Clarity</b>
a	Monthly total photocopies and network printing (approx.).	100,000	
b	Quoted <b>Per Page Rate</b> inclusive of applicable taxes	?	
c	<b>Amount of Monthly Charges (Approx.)</b>		$c = a \times b$
d	<b>Amount of Annual Charges (Approx.)</b>		$d = c \times 12$
e	Amount of Bid Security to be Deposited by the Bidder		$e = 2\% \text{ of } d$

10. Bids Found in compliance with all the requirement (s) and quoted lowest price i.e. **Per Page Rate** inclusive of applicable taxes, shall be selected.
11. SECP shall disqualify any bidder if it finds at any time that the information submitted by the bidder is false and materially inaccurate.

**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.

S#	Required Documentation	Signature of Bidder	Supporting Document's Name	Page Number in the Bid.
1	NTN Certificate			
2	GST Certificate			
3	Availability on Active Tax Payers List of FBR			
4	Registration/Incorporation/Business Certificate			
5	Affidavit(s)			
6	Bid Bond/Security (As applicable)			
7	Bid Validity period of 150 days (As applicable)			
8	Bidding documents duly signed/stamped			
9	Authorized Contact Number and Email Address.			

### 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) The above statement is true to the best of my knowledge and belief and nothing has been concealed or is false.

***Note: In case any 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:*** \_\_\_\_\_



## AGREEMENT

This agreement (Agreement) is made at Lahore on this January 01; 2018.

Between

The Securities & Exchange Commission of Pakistan having its head office at NIC Building, 63-Jinnah Avenue, Islamabad (hereinafter referred to as “SEC” which expression shall where the context so permits, include its successor in interest and assigns) of the ONE PART

*And*

....., a firm, having their office at Lahore\_\_\_\_\_(hereinafter referred to as “Contractor” which expression shall, where the context so permits, include its successor in interest and assigns) of the OTHER PART

SEC and Contractor shall, hereinafter individually be referred to as “Party” and collectively as “Parties”

### WHEREAS

- A. SEC 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. SEC requires photocopying services at its Company Registration Office, Lahore (“CRO Lahore”).
- C. The Contractor is a firm dealing in computer printer, photocopier, fax machine, PABX exchange, CCTV camera, multimedia projector, ink & master toll, stationary and general order suppliers.
- D. The Contractor has agreed to provide the services as required by SEC in accordance with the terms and conditions set forth in this Agreement.

*NOW THIS AGREEMENT WITNESSES AS FOLLOWS:*

**1. Duration:-**

- i. This Agreement will become effective as of \_\_\_\_\_ and will remain in effect for a period of three year (the “Term”) or until terminated in accordance with Article-4. The termination of this Service 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.

ii. The probationary period of this Agreement shall be a period of 90 days, which shall be inclusive in the term of this Agreement. Upon successful completion of the probationary period, the Agreement shall continue till the remaining period of the term.

iii. The probationary period shall be considered terminated on the issuance of certificate of satisfaction by the concerned incharge CRO Lahore.

**2. Scope of Work:-**

i. The Contractor will arrange for the photocopying machines to be placed at the CRO Lahore along with operators (which shall be employees of the Contractor and provide photocopying services.

ii. The photocopying machines shall comprise of plain paper copier model not more than one year old of good /reputable brand / compatible.

iii. The average photocopy volume may vary and each copy shall be charged at Rs. .... /- incl of tax per copy by the Contractor.

iv. The Contractor shall perform the photocopying services from 09:00 am to 6:00 pm (Monday to Saturday ).

v. The Contractor shall also perform services, in addition to the timings prescribed in sub-clause-iv as and when required by SEC.

- vi. The service charge of Rs. ...per copy shall be charged by the Contractor which shall include the maintenance of the photocopier machine and the remuneration of the employees of the Contractor. The maintenance services shall include and not be limited to machine usage charges, complete maintenance including services and replacement of all parts (as and when required) and the cost of consumables (i.e. toners, developers, drums etc.).
- vii. The contractor shall be bound to render the required photocopy services during the office hours or as required at the Company Registration Office, 3<sup>rd</sup> Floor, Associated House, 7 Edgerton Road, Lahore from 9.00am to 6.00 pm and if the services are required after office hours or on holidays the operator be paid per hour agreed rate as over time by SECP; if any.
- viii. Photocopier/s provided must not be more than 1 year old and should have features like ADF, sorter and staple and online printing features.
- ix. Replacement of machine/back up will be provided by the service provider forthwith and delay be charged; if any to the invoice.
- x. The contractor in addition to the coverage provided in sub clause-vi above, shall provide the best quality paper for the photocopier machines, as approved by the CRO Lahore.
- xi. The Contractors shall with respect to the maintenance services, keep the response time down to minimum and shall provide for immediate rectification for any fault / error concerning the photocopying machines.

### **3. Price and Payments:-**

- i. In consideration of the clear efficient and uninterrupted fulfillment of the services and other obligations of the Contractor under this Agreement, Contractor shall be paid a fixed copy rate charge of Rs...../copy (A4/80 gm Fulscape) for a single side copy.
- ii. The payment for the services shall be made on the basis of meter readings. The Contractor shall arrange to have the meter readings collected on the conclusion of every month.
- iii. Additional photocopying services beyond the business hours shall be charged at Rs.100 per hour as an extra charge.
- iv. SEC will ensure timely payments within 30 days after the receipt of invoice from the Contractor for each month.
- v. All related Government importation charges, excise duty, sales tax, 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.

### **1. 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. SEC may terminate this Agreement if the Contractor fails to perform the services under this Agreement by affording an opportunity with a written notice of seven (7) days.
- iii. Contractor may terminate this Agreement if SEC fails to make payment under this Agreement within 30 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, act-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.

**6. Relationship:-**

The Parties hereby agrees 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.

**7. Assignment:-**

Neither party shall assign or transfer its rights, interests and benefits hereunder without the concurrence of the other party.

**8. Penalties:-**

All or any defect in the photocopying machines or any delay in the services to be performed by the Contractor, if not rectified within twenty four hours shall amount to a penalty of copies made from market per day to the account of the Contractor.

**9. 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.

**10. 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 SEC 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 SEC or which Contractor or any of its employees may obtain directly or indirectly during the course of performance of this agreement.

**11. 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.

SEC office address ad designated person

To: Atten :

SECURITIES & EXCHANGE

COMMISSION OF

PAKIATAN

Company Registration Office; 3rd floor,

Associated House; 7-Edgerton Road, Lahore, Pakistan

Support Services Division | Administration

Department PABX: +92 [42] 99204962-66 [46] | FAX:

+92 [42] 99202044

Contractor office address and designated

person: To: Atten:.....

Addres

s Tel:

**12. Entirety:-**

This Agreement forms the entire Agreement between the Parties and supersedes any and all previous correspondence between the Parties regarding the matter.

**13. Governing Law:-**

This Agreement shall be governed by and construed to be in accordance with the laws of The Islamic Republic of Pakistan.

**14. Stamp Duty:-**

This Agreement shall be stamped in accordance with law by the Contractor.

IN WITNES THEREOF: the parties have executed this Agreement on the day and year written above:

*For and on Behalf of SEC*

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

*WITNESS*

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_ Title\_\_\_\_

*For and on Behalf of .....*

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

*WITNESS*

Signature\_\_\_\_\_

Name\_\_\_\_\_