



**SECURITIES AND EXCHANGE COMMISSION OF
PAKISTAN**

T# 01/2023-24(KHI)

Invitation to Bid

The Securities & Exchange Commission of Pakistan invites sealed bids from the principal's authorized dealers/distributors/partners/resellers/service provider 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 PHOTOCOPIER & NETWORK PRINTING SERVICES AT SRO,
KARACHI FOR THE YEAR 2023-24**

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 **December 1st, 2023 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. 021-9900-2056 or by sending an email at Sajjad.ahmed@secp.gov.pk during office hours(Monday to Friday excluding Public Holidays).

Sajjad Ahmed, Deputy Director (Admin)
4th Floor, State Life Building # 2, Wallace Road, Off: I.I. Chandigarh, Karachi.

Terms and Conditions for Bids and Bidders

Tender Identification Number: T# 01/2023-24(KHI)

1. The Procurement Agency is:

Securities and Exchange Commission of Pakistan

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

2. 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 PHOTOCOPIER & NETWORK PRINTING SERVICES AT SRO,
KARACHI FOR THE YEAR 2023-24**

through

SINGLE STAGE ONE ENVELOP METHOD.

3. 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.
4. 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/>
5. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
6. The bid validity period shall be 150 days.
7. The bids should be accompanied by bid security (refundable) for an amount equal to 2% of the total quoted price (inclusive SST, 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.
8. The amount of the bid and bid security shall be in Pak rupees.
9. 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.
10. The rates must be quoted strictly in accordance with our documents and Annex(s).
11. 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.
12. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
13. 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.

14. 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.
15. In case any bidder submits more than one option against this invitation then bid security shall be submitted against highest quoted option.
16. 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, Karachi.
17. The language of the bid should be in English and alternative bids shall not be considered.
18. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
19. 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.
20. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
21. Bidder must submit the undertaking as per format prescribed in relevant Annexure, failing which the bid shall be rejected.
22. 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.
23. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad, Karachi, and Lahore offices (if applicable).
24. 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).
25. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes, if applicable.
26. Required quantities may increase/decrease according to SECP requirement.
27. 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.
28. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid, if applicable.
29. 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.
30. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
31. 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.
32. 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.
 33. 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.
 34. 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.
 35. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
 36. Unsealed bids will not be accepted.
 37. Sealed bids may be dropped in the tender drop box placed at State Life building # 2, 4th Floor Wallace Road, Off. I.I. Chandigarh Road, Karachi
 38. Clarification if any on the requirements may be obtained from sajjad.ahmed@secp.gov.pk
 39. 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.
 40. 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.
 41. Successful bidders shall be bound to provide the required services/renewal within the delivery period/before expiry.
 42. Bid(s) received after the due date and time i.e. bid submission, will be rejected.
 43. 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.
 44. The place of bid destination is:

Securities and Exchange Commission of Pakistan,

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

45. **The envelopes shall bear the following additional identification marks:**

Bid for: OUT SOURCING PHOTOCOPIER & NETWORK PRINTING
SERVICES AT SRO, KARACHI FOR THE YEAR 2023-24

Bidder Name: XYZ

Attention: Sajjad Ahmed
Deputy Director, Admin,

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

46. The deadline for the submission of bids is:

Date: **December 1st 2023** by 1100Hrs

Time: 1100 Hrs

47. The bid opening shall take place at:

Securities and Exchange Commission of Pakistan

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

Date: **December 1st 2023**

Time: 1130 Hrs

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

Note: Attachment Details are as under:

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

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 60,000 to 70,000 numbers (approx.).
4. The successful bidder shall be providing at least two digital photocopier machines and two heavy duty (monochrome) network laser printers at SECP Office at Karachi. Both the said machine shall have counter functionality of usage that is to be provided on every month.
5. Bidder shall quote (Lump sum) cost (incl. all applicable taxes) 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 Karachi 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. Annual contract between successful bidder and Securities and Exchange Commission of Pakistan will be done.
8. Rates of the photocopier services shall remain valid throughout the contract/agreement period i.e. (2023-24) and contract/agreement may be extended for next one to two years with mutual consent and mutually agreed terms and conditions between the Commission and the successful bidder.
9. Commission shall be responsible for the provision of furniture & Fixture, electricity and space for Photocopier Machine(s).
10. 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:**

S. No.	Description		Remarks/Clarity
a	Monthly total photocopies and network printing (approx.).	60,000	
b	Quoted Per Page Rate inclusive of applicable taxes	?	
c	Amount of the service charges Monthly (Approx.)		$c = a \times b$
d	Amount of the service charges Annual (Approx.)		$d = c \times 12$
e	Amount of Bid Security to be Deposited by the Bidder		$e = 2\% \text{ of } d$

11. Bids Found in compliance with all the requirement (s) and quoted lowest price shall be selected.
12. 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	SST 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: _____

“ SAMPLE AGREEMENT ”

PHOTOCOPIER SERVICES AGREEMENT

This Photocopier Services Agreement is made here at Karachi on this ____ day of January 2024 (‘Agreement’)

BETWEEN

M/s ABC a sole proprietor with its office located at XYZ Karachi, hereinafter called the “Service Provider” (which expression wherever the context so permits shall mean and include its include its successors-in-interest, administrators, legal representative and assigns) Service Provider.

AND

Securities & Exchange Commission of Pakistan, , an autonomous body, established under the Securities and Exchange Commission of Pakistan Act, 1997, having its Company Registration Office located at 4TH Floor, State Life Building No.2, Wallace Road Off I.I Chandigarh Road, Karachi, hereinafter referred to as the “SECP” (which expression wherever the context so permits shall mean and include its include its successors-in-interest, administrators, officers and assigns) SECP

WHERE AS

- A. SECP required services for the photocopying facility at its company registration office as referred to above.
- B. Service Provider offered its services for the photocopying facility along with photocopy machines, details of which is mentioned in the clauses below, and warranted that it has the requisite expertise and legal capacity for providing the maintenance services.
- C. SECP accepted the said offer of Service Provider for providing the said services as required by SECP in accordance with the terms and conditions set forth in this Agreement.

NOW THIS AGREEMENT WITNESSETHS AS FOLLOWS

1. Service Provider will install 2 heavy duty Photocopier Machines and two heavy duty monochrome networking printers in the regional office premises of SECP as per SECP’s requirements. Both the said machine shall have counter functionality of usage that is to be provided on every month.
2. Service Provider will charge **Rs:***** (Three Rupees and Ninety paisa), inclusive of 13 % sales tax on service Per Copy (For Photo Copy as well as printing of A4 and A3 paper – Size respectively)
3. The Service Provider and SECP agree to execute this Agreement for at least one year period renewable further on mutual written consent of both parties. This Agreement period will be effective from D-M-Y to D-M-Y(+1)
4. The Service Provider will charge minimum 15000 copies per month, A-4 to A-3 size of papers if number of copies taken out on monthly basis is less than 15000 copies; otherwise for the photocopies of more than 15000 numbers per month , the said number will be charged.

5. The Service Provider will install the photocopying machines at the regional office of the SECP with all accessories, Toner, Paper Operator and consumable and will make them available during the timing 9:00 AM TO 6:00 PM on daily basis. If additional time will be required by SECP then the Service Provider's operators will be paid **Rs. ***/=** per hours as overtime by the SECP, account of which should be mentioned separately in the Monthly Bills.
6. All the photocopying machines will be installed and available in SECP's Company Registration Office premises and risk of theft or fire will be construed as SECP's liability; provided any of these accidents occurs in the absence of Service Provider's operators/staff. However, any technical or mechanical damage due to normal use will not be construed as SECP's liability.
7. SECP's shall not be authorized to move or replace the equipment from its regional office premises to any other place without the permission / information of the Service Provider.
8. Photocopying machines and network printers will be maintained by the Service Provider at its own cost and expense in good working condition at all the times and the quality of photocopies will be as required by and acceptable to SECP.
9. Replacement of machines or backup photocopies will be arranged and provided by Service Provider immediately in case of any breakdown or fault in machines. No disturbance and suspension will be allowed in the photocopy service for any reason.
10. No Material/ Photocopies erroneously generated will be removed from the premises by the SECP.
11. The rates will not be changed without the prior notice of one month to the SECP and its implementation will be subject to approval of the competent authority of SECP Provided the rates are changed as per Government directives/policies.
12. The Machine will remain the property of the Service Provider.
13. If Operators of Service Provider do not attend office, the Service Provider will provide another Operator immediately without affecting SECP's office work. All or any defect in provision of services by the Contractor, if not rectified within 1 day or as extended by the Commission, shall amount to liquidated damages of Rs.1000 per day after the expiry period to the account of the Contractor. The Commission may also claim damages other than liquidated damages from the Contractor.
14. The Sample of the photocopies paper provided by the SECP (80 grams imported) will be used by Service Provider.
15. The Service Provider designated attendant/ Operator will maintain strict confidentiality and agree not to disclose/ divulge any information which Service Provider may gather from the SECP or documents that may come across to the Service Provider attendants/Operators. In case of any breach liquidated damages will be claimed by SECP.
16. Service Provider shall not assign or transfer its obligations, rights, interests and benefits hereunder without the concurrence of SECP.
17. 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.
18. Any dispute arising out of this Agreement shall at first instance be resolved through negotiations by the Parties, and if no resolution is reached than shall be resolved through a single arbitrator mutually appointed by the Parties. The proceedings of arbitration shall be in accordance with the provisions of the Arbitration Act, 1940. The venue of arbitration shall be Karachi and the language shall be English.
19. This Agreement forms the entire understanding between the Parties and supersedes any and all previous correspondence between the Parties regarding the matter.

20. Either Party may terminate this Agreement if the other Party fails to remedy a breach within thirty (30) days of receipt of written notice to do so.
- (i) SECP may terminate this Agreement if the Service Provider fails to perform the obligations under this Agreement by affording an opportunity with a written notice of fifteen days.
 - (ii) Service Provider may terminate this Agreement if SECP fails to make payment under this Agreement within 15 days of a written notice from the Contractor to do so.
21. 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.
- (i) 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.
 - (ii) If the effect of Force Majeure continues beyond a period of sixty (60) days than either Party may terminate this Agreement.
22. 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.

SECP office address and designated person:

To: Attn; _____
Address: _____
Tel: _____ Fax: _____

Service Provider office address and designated person:

To: Attn; _____
Address: _____
Tel: _____ Fax: _____

Service Provider
M/sABCD

For and on behalf of
SECP

Name:
Designation:

Name:
Designation:

WITNESSES:

1)

Name _____

2)

Name