



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

**T# 02/25-26**

### **Invitation to Bid**

The Securities & Exchange Commission of Pakistan invites bids through **PPRA's e-Pak Acquisition & Disposal System (EPADS)** from the authorized service providers/principal's authorized dealers 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:

### **Procurement for Courier Services**

Bidding document(s) containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid bond/security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. are available for the interested bidders from the undersigned free of cost and can also be downloaded from <https://eprocure.gov.pk/> OR <https://www.secp.gov.pk/procurement/>

The bids prepared in accordance with the instructions in the bidding documents, should be submitted **ONLY** through EPADS and bid security should be submitted in a sealed envelope to the below mentioned, on or before **1500Hrs** on **August 26, 2025**. The bids will be opened on the same day at **1530Hrs**.

*In case of any technical difficulty in using EPADS, prospective bidders may contact PPRA at <https://www.ppra.org.pk/>*

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) and on email address: [Procurement.info@secp.gov.pk](mailto:Procurement.info@secp.gov.pk)

**Additional Director (Admin)**  
NICL Building, 63 Jinnah Avenue, Blue Area Islamabad

# **Bidding Document for Procurement of Courier Services**



**Public Procurement Regulatory Authority**  
**August, 2025**

# Bidding Documents for Procurement of Courier Services

## **PART-A – BIDDING PROCEDURE & REQUIREMENTS**

### **Section I - Invitation to Bids**

### **Section II- Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *This Section contains provisions that are to be used without modifications.*

### **Section III- Bids Data Sheet (BDS)**

This Section includes provisions specific to procurement and to supplement Section-II. This section may be customized in order to compliment the instructions, considering the requirements of the Procuring Agency.

### **Section IV -Eligible Countries**

This Section contains information regarding eligible countries.

### **Section V - Evaluation Criteria, Technical Specifications, Schedule of Requirements**

This Section includes the details of specifications for the Non-Consultancy Services to be procured and the schedule of requirements.

### **Section VI -Standard Forms**

This Section includes the standard forms for the Bids Submission, Price Schedules, and Bids Security etc. These forms are to be completed and submitted by the Bidder as part of its Bids.

## **PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section VII - General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions that are to be used without modifications.*

### **Section VIII - Special Conditions of Contract (SCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

### **Section IX - Contract Forms**

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Guarantee** will be submitted by the successful Bidder to whom Letter of Acceptance is issued, before the award of contract.

### **Integrity Pact**

The successful Bidder shall be required to furnish Integrity Pact as per the attached format.

# SECTION I: INVITATION TO BIDS



## Procurement Notice (PN)



### REQUEST FOR BIDS

#### PROCUREMENT OF COURIER SERVICES

1. *Securities and Exchange Commission of Pakistan* has budgeted for the procurement planned for FY 2025-26. *Securities and Exchange Commission of Pakistan* intends to apply part of the budget to cover eligible payments under the contract for the **COURIER SERVICES**.
2. The *Securities and Exchange Commission of Pakistan* invites Bids from eligible Bidders registered on EPADS for provision of **COURIER SERVICES**.
3. Single Stage Two Envelope Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting e.g. QCBS Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security amounting to PKR 100,000 in the shape of Cheque / Bank Draft and pay order or Bid Securing Declaration on the prescribed format
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on E-Pak Acquisition & Disposal System (EPADS) at ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)).
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through EPADS on or before 3:00 p.m. on August 26, 2025. E-bids will be opened on the same day at before 3:30 p.m. on August 26, 2025. Manual submission of Bids shall not be entertained
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement on EPADs.

**Bushra Kiani**  
4<sup>th</sup> Floor,  
NICL Building, 63 Jinnah Avenue Blue Area, Islamabad

## **TABLE OF CONTENTS**

<b>SECTION I: INVITATION TO BIDS .....</b>	<b>4</b>
<b>SECTION II: INSTRUCTION TO BIDDERS (ITB) .....</b>	<b>6</b>
A. Introduction .....	6
B. Bidding Documents .....	7
C. Preparation of Bids .....	10
D. Submission of Bids .....	13
E. Opening and Evaluation of Bids .....	13
F. Award of Contract .....	16
G. Grievance Redressal & Complaint Review Mechanism .....	18
H. Blacklisting/ Debarment .....	18
<b>SECTION III: BIDS DATA SHEET (BDS) .....</b>	<b>19</b>
Bids Data Sheet (BDS) .....	20
A. Introduction .....	20
B. Bidding documents .....	20
C. Preparation of Bids .....	20
D. Submission of Bids .....	21
E. Opening and Evaluation of Bids .....	21
F. Award of Contract .....	21
G. Review of Procurement Decisions .....	21
<b>SECTION V: EVALUATION CRITERIA, TECHNICAL SPECIFICATIONS &amp; SCHEDULE OF REQUIREMENTS .....</b>	<b>23</b>
Schedule of Requirements .....	24
Evaluation Criteria .....	26
Scope of Work .....	28
<b>SECTION VI: BIDS FORMS .....</b>	<b>29</b>
Bids Forms .....	30
Bids Submission Sheet .....	30
Form of Bid Security .....	31
Letter of Acceptance .....	32
Financial Bids FormsFinancial Bids Submission Form .....	34
<b>SECTION VII: GENERAL CONDITIONS OF CONTRACT .....</b>	<b>38</b>
General Conditions of the Contract .....	39
A. General .....	39
B. Commencement, Completion, Modification, and Termination of Contract ...	40
C. Obligations of the Contractor .....	43
D. Contractor's Personnel .....	45
E. Obligations of the Procuring Agency .....	46
F. Payments to the Contractor .....	47
<b>SECTION VIII. SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>49</b>
<b>SECTION IX: CONTRACT FORMS .....</b>	<b>62</b>
Form of Contract .....	62
Performance Guarantee Form .....	62
Format of Affidavit/Undertaking .....	63
Integrity Pact .....	64

## SECTION II: INSTRUCTION TO BIDDERS (ITB)

### A. Introduction

1. Scope of Bids	1.1	The Procuring Agency (PA), as indicated in the <b>Bids Data Sheet (BDS)</b> invites Bids for the provision of Non-Consultancy Services for as specified in the BDS and <b>in Section V – Evaluation Criteria, Specifications &amp; Schedule of Requirements</b> . The name, identification, and number of items/deliverables are provided in the <b>BDS</b> . ( <i>insert bidding procedure e.g. SSOE or SSTE</i> ) procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the <b>BDS</b> .
2. Source of Funds	2.1	Source of funds is referred in Clause-1 of Invitation for Bids.
3. Eligible Bidders	3.1	<p>1) A bidder is eligible to participate in a procurement process if the bidder:</p> <ul style="list-style-type: none"> <li>(a) possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;</li> <li>(b) has the legal capacity to enter into a procurement contract;</li> <li>(c) is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;</li> <li>(d) is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);</li> <li>(e) has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security and other contributions of its employees; and</li> <li>(f) has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to: <ul style="list-style-type: none"> <li>(i) its professional conduct; or</li> <li>(ii) a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process.</li> </ul> </li> </ul>

		<p>Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.</p> <p>(2) The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).</p> <p>(3) A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).</p> <p>(4) Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:</p> <ul style="list-style-type: none"> <li>(a) discriminates against or among a bidder or against categories of bidders; or</li> <li>(b) is not required for the performance of the procurement contract; or</li> <li>(c) is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.</li> </ul> <p>(5) A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).</p> <p>(6) ,</p>
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#### **B. Bidding Documents**

<b>4. Contents of Standard Bidding Document</b>	<b>4.1</b>	<p>The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with <b>ITB 6.1</b> include:</p> <p><b>Section I</b> -Invitation to Bid</p> <p><b>Section II</b> Instructions to Bidders (ITB)</p> <p><b>Section III</b> Bid Data Sheet (BDS)</p> <p><b>Section IV</b> Eligible Countries</p> <p><b>Section V</b> Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.</p> <p><b>Section VI</b> Bidding Forms</p> <p><b>Section VII</b> General Conditions of Contract (GCC)</p>
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		<b>Section VIII</b> Special Conditions of Contract (SCC) <b>Section IX</b> Contract Forms
	4.2	The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.
<b>5. Clarifications</b>	5.1	<p>Clarifications of the bidding documents may be requested in writing through EPADS by any bidder up to three days prior to the deadline for the submission of bids.</p> <p>The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.</p> <p>Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.</p> <p>No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS.</p>
	5.2	Procuring Agency's response will be uploaded on the EPADS, including a description of the inquiry.
	5.3	Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under <b>ITB 6</b> .
	5.4	If indicated <b>in the BDS</b> , the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned <b>in the BDS</b> . During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.
	5.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to <b>ITB 6</b> .
	5.6	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a



		<p>clarification of its bid including breakdown of prices, through EPADS. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.</p> <p>No change in the prices or substance of the bid shall be sought, offered, or permitted.</p> <p>The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a bid:</p> <ul style="list-style-type: none"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work or specifications;</li> <li>c) all securities requirements;</li> <li>d) tax requirements;</li> <li>e) terms and conditions of bidding documents; and</li> <li>f) change in the ranking of the bidders.</li> </ul> <p>From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.</p>
<b>6. Amendm ent of Bidding documents</b>	6.1	<p>Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.</p>
	6.2	<p>Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to <b>ITB 6.1</b> shall be uploaded on EPADS as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the <b>BDS</b>:</p> <p>Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.</p>
	6.3	<p>To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.</p>

### C. Preparation of Bids

<b>7. Documents Constituting the Bids</b>	7.1	<p>The bids prepared by the bidders shall constitute the following components: -</p> <ul style="list-style-type: none"> <li>a) Forms of bid and Bid Prices completed in accordance with <b>ITB 10 and 11</b>;</li> <li>b) Documentary evidence established in accordance with <b>ITB 8</b> that services to be provided by the bidder are eligible services, and conform to the bidding documents;</li> <li>c) Documentary evidence established in accordance with <b>ITB 9</b> that the bidder is eligible and/or qualified for the subject bidding process;</li> <li>d) Documentary evidence established in accordance with <b>ITB 9.3</b> that the bidder has been authorized to provide the services;</li> <li>e) Bid security or Bids Securing Declaration furnished in accordance with <b>ITB 14</b>; and</li> <li>f) Any other document required in the <b>BDS</b>.</li> </ul>
<b>8. Documents Establishing Eligibility of the Services and Conformity to bidding documents</b>	8.1	To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.
	8.2	Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.
<b>9. Documents Establishing Eligibility and Qualification of the Bidder</b>	9.1	Pursuant to <b>ITB 8</b> , the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.
	9.2	The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in <b>Section-IV</b> titled as "Eligible Countries".
	9.3	<p>The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:</p> <ul style="list-style-type: none"> <li>a) the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in <b>BDS</b>.</li> <li>b) that the bidder meets the qualification criteria listed in the Bids Data Sheet.</li> </ul>
<b>10. Form of Bid</b>	10.1	The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

<b>11. Bids Prices</b>	11.1	The Bids Prices quoted by the bidder in the Forms of Bid and in the price, schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.
	11.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.
	11.3	The Bid price to be quoted in the Forms of Bid in accordance with <b>ITB 10</b> shall be the total price of the bid, excluding any discounts offered.
	11.4	The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.
	11.5	Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.
<b>12. Bids Currencies</b>	12.1	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the <b>BDS</b> .
<b>13. Bid Validity Period</b>	13.1	Bid(s) shall remain valid for the period specified in the <b>BDS</b> after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
<b>14. Bid Security or Bid Securing Declaration</b>	14.1	Unless otherwise specified in the <b>BDS</b> , the bidder shall furnish as part of its bid, in the amount and currency specified in the <b>BDS</b> or Bid Securing Declaration on the format provided in <b>Section VI (Bid Forms)</b> The scanned copy of the Bids Security shall be uploaded in the EPADS while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.
	14.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to <b>ITB 14.5</b>
	14.3	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in <b>14.5</b> are invoked.

	14.4	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to <b>ITB 13</b>. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> <li>(a) the expiry of the Bid Security;</li> <li>(b) the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;</li> <li>(c) the rejection by the Procuring Agency of all Bids;</li> <li>(d) the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.</li> </ul>
	14.5	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>a) if a bidder: <ul style="list-style-type: none"> <li>i) withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs;</li> <li>or</li> <li>ii) does not accept the correction of errors pursuant to <b>ITB 23</b>;</li> <li>or</li> </ul> </li> <li>b) in the case of a successful bidder fails: <ul style="list-style-type: none"> <li>i) to sign the contract in accordance with <b>ITB 32</b>; or</li> <li>ii) to furnish Performance Guarantee in accordance with <b>ITB 33</b>.</li> </ul> </li> </ul>
	14.6	<p>The bid security shall be valid for a period specified in <b>BDS</b>. Bids with shorter bid security validity period shall be rejected straight away.</p>
<b>15. Alternative Bids by Bidders</b>	15.1	<p>Alternatives will not be considered, unless specifically allowed for in the <b>BDS</b>.</p>
<b>16. Withdrawal, Substitution, and Modification of Bids</b>	16.1	<p>Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.</p>
<b>17. Format and Signing of Bids</b>	17.1	<p>The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS.</p>

	17.2	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.
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#### **D. Submission of Bids**

<b>18. Submission of Bids through EPADS before Dead deadline</b>	18.1	The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.
	18.2	The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

#### **E. Opening and Evaluation of Bids**

<b>19. Opening of Bids</b>	19.1	The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the <b>BDS</b> . The Bidders' representatives present shall sign attendance sheet as proof of their attendance.
	19.2	The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.
	19.3	No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.
	19.4	The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.
<b>20. Confidentiality</b>	20.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.
	20.2	Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.
<b>21. Preliminary Examination of Bids</b>	21.1	Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid: <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB 3</b>;</li> </ul>

		<ul style="list-style-type: none"> <li>b) has been prepared as per the format and contents defined by the procuring agency in the bidding document;</li> <li>c) is accompanied by the required securities; and</li> <li>d) is substantially responsive to the requirements of the bidding document.</li> </ul>
	21.2	The procuring agency will confirm that the documents and information specified under <b>ITB 7,8 and 9</b> have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.
	21.3	If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.
<b>22. Examination of Terms and Conditions, Technical Evaluation</b>	22.1	The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with <b>ITB 21</b> , to confirm that all requirements specified in <b>Section V – Evaluation Criteria, Technical Specifications and Schedule of Requirements</b> , prescribed in the bidding document have been met without material deviation or reservation.
	22.2	If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with <b>ITB 21</b> , it shall reject the bids.
<b>23. Correction of Errors</b>	23.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the</li> </ul>

		amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	23.2	The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with <b>ITB 14</b> .
<b>24. Conversion to Single Currency</b>	24.1	To facilitate evaluation and comparison, the procuring agency will convert all bid prices expressed in the amount in various currencies in which the bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding document. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding document, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.
<b>25. Evaluation of Bids</b>	25.1	The procuring agency shall evaluate and compare only those bids determined to be substantially responsive, pursuant to <b>ITB 21</b> .
	25.2	In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the <b>Bid Data Sheet (BDS)</b> and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
<b>26. Determination of Most Advantageous Bids</b>	26.1	Selection technique will be adopted for determining the most advantageous bid in accordance with the criteria referred in the <b>BDS</b> or prescribed in the separate section titled as Evaluation Criteria.
<b>27. Abnormally Low Financial Bids</b>	27.1	<p>Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.</p> <p>A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency –</p> <p>(a) requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule,</p>

		<p>allocation of risks and responsibilities and any other requirements of the bidding document; and</p> <p>(b) having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.</p> <p>The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.</p>
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#### F. Award of Contract

<b>28. Criteria of Award</b>	28.1	The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Most Advantageous Bidder.
<b>29. Procuring Agency's Right to reject All Bids</b>	29.1	The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).
	29.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.
<b>30. Procuring Agency's Right to Vary Quantities at the Time of Award</b>	30.1	The procuring agency reserves the right, at the time of contract award, to increase or decrease the quantity of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the <b>Bid Data Sheet (BDS)</b> . This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.
<b>31. Notification of Award</b>	31.1	Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	31.2	Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency



		will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	31.3	The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with <b>ITB 33</b> and signing of the contract in accordance with <b>ITB 32</b> .
<b>32. Signing of Contract</b>	32.1	Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.
<b>33. Performance Guarantee</b>	33.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the <b>BDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	33.2	Failure of the successful bidder to comply with the requirement of <b>ITB 33.1</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.
<b>34. Advance Payment</b>	34.1	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>BDS</b> . The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.
<b>35. Arbitration</b>	35.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the <b>SCC</b> .
<b>36. Corrupt &amp; Fraudulent Practices</b>	36.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

### **G. Grievance Redressal & Complaint Review Mechanism**

<b>37. Constitution of Grievance Redressal</b>	37.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
<b>38. GRC Procedure</b>	38.1	Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

### **H. Blacklisting/ Debarment**

<b>39. Procedure for Blacklisting/Debarment</b>	39.1	The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-19 (3), 2021.
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## **SECTION III: BIDS DATA SHEET (BDS)**

## Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
1.	1.1	Securities and Exchange Commission of Pakistan: Securities and Exchange Commission of Pakistan  The subject of procurement is: Procurement of Courier Services  Period for Provision of Services: Period of 03 years from the date of contract  Expected commencement date for Provision of Non-Consultancy Services: November 01, 2025
2.	2.1	Financial year: FY 2025-26 Identification Number: T#02/25-26
<b>B. Bidding documents</b>		
3.	5.1	The Bidders may seek clarifications through EPADS
4.	5.5	Pre-bid meeting shall not be convened
5.	6.2	Any addendum, in case issued, shall be published on Securities and Exchange Commission of Pakistan website and on EPADS.
6.	8.1	Following documents shall be submitted along with bidding documents: As specified in SECTION V
7.	9.3	The qualification criteria to establish the supply / production capability of the bidder. Joint venture, consortium, or association is not allowed to bid and other details as specified in SECTION V
<b>C. Preparation of Bids</b>		
8.	11.5	The price shall be fixed.
9.	12.1	Currency of the Bids shall be PKR
10.	13.1	The Bid Validity period shall be 150 days

11.	14.1	The amount of Bid Security shall be 100,000 PKR.
12.	14.1	The Bid Security shall be in the form of Pay Order, Demand Draft. Cheques will not be acceptable.
13.	14.6	The Bids security shall be valid for one hundred and fifty (150) days beyond the expiry of the Bids validity period specified in the bidding documents.
14.	15.1	Alternative Bids to the requirements of the bidding documents will not permitted

#### **D. Submission of Bids**

15.	18.1	<p>Bid shall be submitted online on EPADS whereas hard copy of the bid Security should be submitted to the following;</p> <p style="text-align: center;">As per Invitation to Bid</p> <p>Bids that are not submitted on EPADS shall be disqualified.</p> <p>The deadline for Bids submission is</p> <p style="text-align: center;">As per Invitation to Bid</p>
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#### **E. Opening and Evaluation of Bids**

16.	19.1	<p>The Bids opening shall take place at SECP HO</p> <p style="text-align: center;">As per Invitation to Bid</p>
17.	25 & 26.1	Bids shall be evaluated in accordance with the method and procedure prescribed under SECTION V of bidding document.
18.	30.1	Procuring agency may increase or decrease the Scope of services up to 25%.

#### **F. Award of Contract**

19.	33.1	<p>The Performance guarantee shall be 10% percent of the Contract Price</p> <p>The Performance Guarantee shall be acceptable in the form of bank guarantee.</p>
20.	35.1	Arbitrator shall be appointed by mutual consent of the both parties.

#### **G. Review of Procurement Decisions**

21.	37	Grievance shall be submitted on the dedicated module of EPADS
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## **SECTION IV. ELIGIBLE COUNTRIES**

All the Bidders are allowed to participate in the subject procurement without regard to nationality, except Bidders of some nationality (e.g. India, Israel etc.), prohibited in accordance with policy of the Federal Government.

## **SECTION V: EVALUATION CRITERIA, TECHNICAL SPECIFICATIONS & SCHEDULE OF REQUIREMENTS**

## Schedule of Requirements

S.#	PARTICULARS	DOCUMENTS REQUIRED
1	Company name	<b>Copy of Certificate of Registration/ Incorporation</b>
2	Company status	
3	Contact person's name, designation, email	<b>Corporate Card</b>
4	Company official address	<b>Copy of Certificate of Registration/ Incorporation</b>
5	Balance sheet, annual revenue, net worth, total assets of last 03 years (Rs. Million)	<b>Copy of ITR submitted to FBR</b>
6	Assets	
7	Liabilities	
8	Cash at banks	<b>Copy of Bank Statement</b>
9	Revenues in last 3 years	<b>Copy of ITR submitted to FBR</b>
10	Net profits in last 3 years	
11	Last 3 years audited accounts	<b>Copy of Audited Financials</b>
12	No. of years in business in Pakistan	<b>Services Feedback testimonials</b>
13	Number of offices in Pakistan (physical presence and distribution network)	<b>Certificates</b>
14	Owned vehicle fleet details (with satellite tracking)	<b>Copy of vehicles registration</b>
15	Company's Manpower (HR) all over the country	<b>Copy of payroll sheet</b>
16	List of the dedicated client team	<b>Client wise list of teams</b>
17	List/details of aircraft owned/leased (valid agreement signed with CAA)	<b>Copy of valid Agreements</b>
18	Business certifications (ISO-9001:2015)	<b>Copy of Certifications</b>
19	List of clientele certificates	<b>Services Feedback testimonials</b>
20	Online booking system/QSR/POD	<b>Brochure/Guideline</b>
21	SMS service at the time of booking for individual/bulk delivery	<b>Copy of SLA with SMS provider</b>
22	Online consignment tracking (web-based)	<b>Brochure/Guideline</b>
23	Hand Held Device Booking	<b>Brochure/Guideline</b>
24	Courier services being fully managed by the bidder OR availing third-party services for the same	<b>Copy of Third-Party Affiliation Cert.</b>
25	Past Experience with SECP (if any)	<b>Feedback letter from SECP</b>
26	Valid NTN registration of the Bidder	<b>Copy of FBR registration Cert.</b>
27	Valid GST registration of the Bidder	
28	The bidder is active on ATL list of FBR	<b>ATL extract of the submission date</b>



29	Undertaking on judicial paper as per format given in the bidding documents.	<b>Affidavit on notified stamp</b>
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*Since these documents are necessary for evaluation, therefore their submission is a mandatory for getting marks under relevant evaluation criteria. Non-submission will result in nil marks under relevant category*

## Evaluation Criteria

*Procuring agency may insert Evaluation criteria in accordance with the procurement requirement.*

*Proposed parameters may be provided for the convenience of the procuring agency.*

S.#.	CRITERIA	Marks Allocation				
		Public	Private			
1	Company Status					
		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 (1 million & above)	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>				

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.

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## Scope of Work

### 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.
-

## **SECTION VI: BIDS FORMS**



**Bids Forms**  
**Bids Submission Sheet**

Date: \_

Contract No.: \_\_\_\_\_

To: \_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the bidding document, including  
Addenda No.: \_\_\_\_\_;
- (b) We offer to provide the required Services in conformity with the bidding document  
and in accordance with the delivery schedule specified in the Schedule of  
Requirements, the following Services: \_\_\_\_\_;
- (c) Our Bids shall be valid for a period of \_\_\_\_\_ days from the  
date fixed for the Bids submission deadline in accordance with the bidding  
document, and it shall remain binding upon us and may be accepted at any time  
before the expiration of that period;
- (d) If our Bids is accepted, we commit to submit a Performance Guarantee in the  
amount of 10 Percent of the Contract Price for the due performance of the  
Contract which would be retained over the period of contract and will be  
released only upon satisfactory conclusion certificated by the procuring agency  
for the agreed services
- (e) The rates quoted by us are fixed and valid for \_\_\_\_\_ and binding upon us for the  
entire period of the contract and period of extension, if any
- (f) We are not participating, as Bidders, in more than one Bids in this Bidding process,  
other than alternative offers in accordance with the bidding document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for  
any part of the Contract, have not been declared ineligible by any Government,  
public sector, bilateral, multilateral agency in Pakistan or international financial  
organization/ foreign country.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bids for and on behalf of \_\_\_\_\_

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## Form of Bid Security

*[insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** *[insert Name and Address of Procuring agency]*

**Date:** *[insert date]*

**Bid Security No.:** *[insert number]*

We have been informed that *[insert name of the Service provider]* (hereinafter called "the Service Provider") has submitted to you its Bids dated *[insert date]* (hereinafter called "the Bids") for the execution of *[insert name of contract]*.

Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Security.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures] [insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bids conditions, because the Service Provider:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Forms of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Procuring agency* during the period of Bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Service Provider, upon our receipt of copies of the contract signed by the Bidder and the Performance Guarantee issued to you upon the instruction of the Service Provider; and (b) if the Bidder is not the successful Service Provider, upon the earlier of

(i) our receipt of a copy your notification to the Bidder of the name of the successful Service Provider; or (ii) twenty-eight days after the expiration of the Service Provider's Bids.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

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## Letter of Acceptance

*[Letter head paper of the Procuring Agency]*

*[date]*

To: *[name and address of the Supplier/Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 35**.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

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## QUALIFICATION INFORMATION FORM

Bidder's name [insert full name]
Bidder's actual or intended country of registration: [indicate country of Constitution]
Bidder's actual or intended year of incorporation: [indicate year of Constitution]
Bidder's legal address [in country of registration]: [insert street/ number/ town or city/ country]
Bidder's authorized representative information Name: [insert full name]
Address: [insert street/ number/ town or city/ country]
Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]
E-mail address: [indicate e-mail address]
Attached are copies of original documents of  Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITBs.

*Note: The procuring agency may insert in this section additional form in accordance with their requirements.*

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## **Financial Bids Forms**

## Financial Bids Submission Form

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{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sir:

We, the undersigned, offer to provide the non-consultancy Services s for [Insert title of assignment] in accordance with your Request for Bids dated [Insert Date]

Our attached Financial Bids is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all applicable taxes.*

Our Financial Bids shall be fixed and remain valid for the duration of the contract and extension period of the contract

We understand you are not bound to accept any Bids you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

## Price Schedule

### 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:

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

#### B. Overland Services:

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

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

### C. International Services

Financial Evaluation International Rates				
No.	Regions	Bidder Name		
		0.5 Kg	1.0 Kg	Additional 0.5 Kg
		Quoted Rate Incl. of all taxes	Quoted Rate Incl. of all taxes	Quoted Rate Incl. of all taxes
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			
Total Year 01				
Total Year 02				
Total Year 03				
Grand Total (C) (Year 01-03)				
Grand Total (A+B+C)				

Total Amount of bid Per Annum in Figures-----

Total Amount of bid Per Annum in Words-----

Signatures of authorized person: -----

Bidder quoting lowest rates (i.e. Grand Total of Category A+B+C given below) shall be selected/considered as Most Advantageous Bidder.

- i) 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.

## **SECTION VII: GENERAL CONDITIONS OF CONTRACT**

## General Conditions of the Contract

### A. General

#### 1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as ~~int~~<sup>int</sup>

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;
- (b) "The Contract" means an agreement enforceable by law;
- (c) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;
- (d) "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;
- (e) "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;
- (f) "GCC" means the General Conditions of Contract contained in this section;
- (g) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (h) "Day" means calendar day unless indicated otherwise;
- (i) "Effective Date" means the date on which this Contract comes into force and effect;
- (j) "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;
- (k) "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;
- (l) "Government" means the Government of Pakistan;
- (m) "Local Currency" means the currency of Pakistan;
- (n) "In Writing" means communicated in written form with proof of receipt;

	<p>(o) "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;</p> <p>(p) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;</p> <p>(q) "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;</p> <p>(r) "Service" means any object of procurement other than goods or works;</p> <p>(s) "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.</p>
<b>2. Applicable Law</b>	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
<b>3. Language</b>	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the <b>English language</b> unless otherwise stated in the <b>SCC</b> . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
<b>4. Notices</b>	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the <b>SCC</b> .
<b>5. Location</b>	5.1 The Services shall be performed at such locations as the Procuring Agency may approve and as specified in <b>SCC</b> .
<b>6. Authorized Representatives / Authority of Member in charge</b>	6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the <b>SCC</b> .

## **B. Commencement, Completion, Modification, and Termination of Contract**

<b>7. Effectiveness of Contract</b>	7.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the <b>SCC</b> .
<b>8. Commencement of Services</b>	8.1 The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the <b>SCC</b> .



<b>9. Program schedule</b>	9.1 Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
<b>10. Starting Date/Expiration Date</b>	<p>10.1 The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p> <p>10.2 Unless terminated earlier pursuant to Clause <b>GCC 14</b> hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p>
<b>11. Entire Agreement</b>	11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
<b>12. Modification</b>	<p>12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.</p> <p>12.2 In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.</p>
<b>13. Force Majeure</b>	<p><b>13.1 Definition</b> For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p><b>13.2 No Breach of Contract</b> The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p><b>13.3 Extension of Time</b> Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p><b>13.4 Payments</b></p>

	<p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p>
<b>14. Termination</b>	<p><b>14.1 By the Procuring Agency</b></p> <p>The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);</p> <ul style="list-style-type: none"> <li>(a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;</li> <li>(b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</li> <li>(c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;</li> <li>(d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>(e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> </ul> <p><b>14.2 By the Contractor</b></p> <p>The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <ul style="list-style-type: none"> <li>(a) If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;</li> <li>(b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;</li> <li>(d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such</li> </ul>

	longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.
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### **C. Obligations of the Contractor**

<b>15. General</b>	<p><b>15.1 Standard of Performance</b></p> <ul style="list-style-type: none"> <li>i. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;</li> <li>ii. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.</li> </ul> <p><b>15.2 Law Applicable to Services</b></p> <p>The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.</p>
<b>16. Conflict of Interests</b>	<p><b>16.1 Contractor Not to Benefit from Commissions and Discounts</b></p> <p>The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.</p> <p><b>16.2 Contractor and Affiliates Not to be Otherwise Interested in Project</b></p> <p>The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any</p>

	<p>continuation thereof) for any project resulting from or closely related to the Services.</p> <p><b>16.3 Prohibition of Conflicting Activities</b></p> <p>Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> <li>(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;</li> <li>(b) during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;</li> <li>(c) after the termination of this Contract, such other activities as may be specified in the SCC.</li> </ul>
<b>17. Insurance to be Taken Out by the Contractor</b>	<p>17.1 The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<b>18. Contractor's Actions Requiring Procuring Agency's Prior Approval</b>	<p>18.1 The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) appointing such members of the Personnel not provided by the Contractor;</li> <li>(b) changing the Program of activities; and</li> <li>(c) any other action that may be specified in the SCC.</li> </ul>
<b>19. Reporting Obligations</b>	<p>19.1 The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.</p>
<b>20. Liquidated Damages</b>	<p><b>20.1 Payments of Liquidated Damages</b></p> <p>The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may</p>

	<p>deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p> <p><b>20.2 Correction for Over-payment</b></p> <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.</p> <p><b>20.3 Lack of performance penalty</b></p> <p>If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor</p>
<b>21. Performance Guarantee</b>	<p>21.1 Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount <b>specified in SCC.</b></p> <p>21.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>21.2 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.</p> <p>21.3 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise <b>specified in SCC.</b></p>
<b>22. Sustainable Procurement</b>	<p>22.1 The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.</p>

#### **D. Contractor's Personnel**

<b>23. Description of Personnel</b>	23.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the
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	Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.
<b>24. Removal and/or Replacement of Personnel</b>	<p>24.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.</p> <p>24.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.</p> <p>24.3 The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

#### **E. Obligations of the Procuring Agency**

<b>25. Change in the Applicable Law</b>	25.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.
<b>26. Services and Facilities</b>	<p>26.1 The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.</p> <p>26.2 In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.</p>

## F. Payments to the Contractor

<b>27. Contract Price</b>	27.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.
<b>28. Terms and Conditions of Payment</b>	<p>28.1 Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.</p> <p>28.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.</p>
<b>29. Quality Control Identifying Defects</b>	29.1 The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.
<b>30. Correction of Defects, and Lack of Performance Penalty</b>	<p>30.1 The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>30.2 Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.</p> <p>30.3 If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.</p>
<b>31. Settlement of Disputes Amicable Settlement</b>	31.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
<b>32. Dispute Settlement</b>	<p><b>Arbitration</b></p> <p>32.1 If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence,</p>

	<p>validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.</p> <p>32.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with <b>GCC sub-clause 32.1</b>, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.</p> <p>32.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.</p>
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## SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

*The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 2	<b>Applicable/Governing Law:</b> The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
GCC 3	<b>Language:</b> The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <b>English</b> .
GCC 4	<b>Notices:</b> <b>The addresses for the notices are:</b> The Procuring Agency: The Contractor/ Service Provider: [Name, address and telephone number]. The Contractor/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]
GCC 6.1	<b>The Authorized Representatives are:</b> <b>For the Procuring Agency:</b> <u>Name: .....</u> <u>Designation: .....</u> <u>Address: .....</u> <b>For the Contractor:</b> <u>Name: .....</u> <u>Designation: .....</u> <u>Address: .....</u>
GCC 7	<b>Effectiveness of the contract</b> The Contractor/Bidder shall be effective within ..... days from the date of signature of the Contract by both parties
GCC 8	<b>Commencement of Services:</b> The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.
GCC 10.2	<b>Expiration of Contract:</b> The time period shall be .....

<b>GCC 14</b>	<p><b>Termination:</b></p> <p>In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Non-Consultancy Services till the time of alternate arrangements.</p>
<b>GCC 16</b>	<p><b>Conflict of Interest:</b></p> <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC 17.</p>
<b>GCC 20</b>	<p><b>Liquidated Damages:</b></p> <p>If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the procuring agency as Liquidated Damages at a rate of <b>0.1% to 10%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
<b>GCC 21</b>	<p><b>Performance Guarantee:</b></p> <p>The amount of performance guarantee shall be <i>(insert percentage not exceeding 10% of the contract price)</i> in the form <i>(insert acceptable form)</i> in favor of the <i>(insert details)</i>.</p>
<b>GCC 28</b>	<p><b>Payment terms:</b></p> <p>Payment will be made to the Bidder against the procured services according to the actual invoice submitted by the Bidder against the services provided.</p> <p><i>Procuring agency may insert any specific payment terms as per their requirements;</i></p>
<b>GCC 29</b>	<p><b>Identifying Defects:</b></p> <p>The procuring agency reserves the right at any time to inspect the premises of the contractor to inspect arrangements for the services and monitor the services being provided.</p>
<b>GCC 31</b>	<p><b>Guidance for Dispute Resolution:</b></p> <ol style="list-style-type: none"> <li>i. If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days</li> </ol>

	<p>following a notice sent by one Party to the other Party in this regard.</p> <p>ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</p> <p>iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.</p> <p>iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion, however, the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.</p> <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the contractor any monies due to the Contractor.</p> <p><b>Arbitrator's fee:</b> The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.</p> <p><b>Appointing Authority for Arbitrator:</b> By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may apply to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.</p> <p><b>Rules of procedure for arbitration proceedings:</b></p>
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	<p>Any dispute between the Authority and a contractor who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however, above provision shall prevail in referring the case to the Arbitrator.</p> <p><b>Place of Arbitration and Award:</b></p> <p>The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.</p>
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## SAMPLE COURIER SERVICES AGREEMENT

**AGREEMENT FOR COURIER SERVICES** ("Agreement") is made and executed at Islamabad on this \_\_\_\_ day of \_\_\_\_ 2025 (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:**

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.

**1.1. 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 providers 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 up to 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.

**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: Ms. Maheen Fatima

(Designation) Director (HOD - 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 \_\_\_\_\_ 2025.

**SERVICE PROVIDER EXPRESS & LOGISTICS COMMISSION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESSES:**

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

NIC No.:

Address:

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

NIC No.:

Address:

# SECTION IX: CONTRACT FORMS

## Form of Contract

Same as in SECTION VIII

### Performance Guarantee Form

To: *[Securities and Exchange Commission of Pakistan]*

WHEREAS *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

## 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:** \_\_\_\_\_

## Integrity Pact

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE CLOUD CONTRACTORS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

[Name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Contractor] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount



equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

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[Contractor]

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[Buyer/Procuring Agency]