

**EXIM**  
ایکسپورٹ-امپورٹ بینک آف پاکستان  
Export - Import Bank of Pakistan**PRE-QUALIFICATION OF SUPPLIERS OF  
STATIONERY & MISCELLANEOUS ITEMS  
(EXIM/PROC/ADMN-06/2023)**

**Export-Import Bank of Pakistan (EXIM Bank)**, established by the Government of Pakistan as the official Export Credit Agency with an objective to promote, expand and provide diversification of the export base of Pakistan and to encourage businesses by providing financial instruments/facilities to work on import substitution products, etc., invites sealed applications from experienced suppliers, firms, companies and manufacturers having valid registration with tax and other relevant authorities, for pre-qualification of Stationery & Miscellaneous vendors' panel.

1. Bidders shall be registered with FBR for the Sales and Income Tax & must be in an Active Taxpayer list (verifiable through ATL).
2. Pre-qualification (PQ) documents, containing all information including instructions for preparation and submission of pre-qualification proposals, evaluation criteria, etc. can be downloaded by the interested applicants from EXIM Bank & P.P.R.A.'s websites. can also be obtained from the office of the undersigned during office hours.
3. PQ proposals, prepared in accordance with the instructions provided in the PQ documents, must reach the undersigned at the mentioned address, on or before **20<sup>th</sup> September 2023 at 11:00 A.M.** Bids will be opened on the same day at **11:30 A.M.** In case the day of bid submission and bid opening falls on a public holiday, the next working day shall be considered as the deadline for the same. This notice is also available on EXIM Bank & P.P.R.A.'s websites: [www.eximBank.gov.pk](http://www.eximBank.gov.pk) & [www.ppra.org.pk](http://www.ppra.org.pk).

**HEAD OF PROCUREMENT****EXPORT-IMPORT BANK OF PAKISTAN****Office No. 510-512, 5<sup>TH</sup> Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad.****Contact No.: +92 51 917 0184**

**Pre-Qualification (PQ) Documents**

**PRE-QUALIFICATION OF SUPPLIERS OF STATIONERY & MISCELLANEOUS ITEMS**



**Ref No. EXIM/PROC/ADMN-06/2023**

**PQ Proposals Submission: 20<sup>th</sup> September 2023 by 11:00 A.M.**

**PQ Proposals Opening: 20<sup>th</sup> September 2023 by 11:30 A.M.**

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## **INSTRUCTIONS TO APPLICANTS**

The objective of “Instructions to Applicants” is to provide applicants information to submit their proposals in response to this Pre-Qualification (PQ) document, according to the requirements defined in this PQ document and in the same order/sequence as set forth in this PQ document. Applicants are required to follow the below requirements for their proposals:

- 1) Applicants who receive the Pre-Qualification (PQ) documents shall send an acknowledgment to EXIM Bank by email at [procurement@eximBank.gov.pk](mailto:procurement@eximBank.gov.pk) The acknowledgment shall have full contact details of its contact person. Any updates/communication/response to the clarifications shall be shared with such provided contact person(s). EXIM Bank assumes no liability for non-receipt of updates/communication/clarifications for such bidders who do not share the required contact details.
- 2) EXIM Bank will respond by electronic mail to any request for clarifications. A consolidated matrix of all queries along with respective responses will be sent to prospective applicants without disclosing details of the applicants. An SMS/text message or phone call will not be regarded as communication for the purpose of this PQ document and cannot be referred to as such and shall not be deemed legally binding. EXIM Bank foresees that while clarifying a query, a prospective applicant’s identity may need to be disclosed due to the nature of the query, the prospective applicant, in such case, will have no objection to such disclosure by EXIM Bank.
- 3) EXIM Bank may hold a prospective applicants’ clarifications/pre-proposal submission meeting at EXIM Bank Office in Islamabad or any other place in Pakistan, as may be decided by EXIM Bank, to which prospective applicants will be invited. Prospective applicants may attend the meeting at their own cost.
- 4) Each applicant shall submit only one proposal, multiple submissions of proposals shall render the applicant disqualified.
- 5) Scope of work of subject procurement is provided at **Annexure-I**.
- 6) Applicants will submit their proposals in one (01) original along with one soft copy on USB drive, in PDF as well as native MS Word/Excel formats. All the pages of the proposal must be sequentially numbered. Form of PQ Proposal must be stamped & signed by the representative authorized as per clause 5 of the Form of PQ Proposal (Annexure-III). All other pages of the proposal must be stamped and initialed by the representative authorized as per clause 5 of the Form of Proposal.
- 7) Applicants are required to submit their Proposals in a single sealed package so that the contents are concealed and not visible. The package shall be clearly marked as “**PRE-QUALIFICATION OF SUPPLIERS OF STATIONERY & MISCELLANEOUS ITEMS (PQ No. EXIM/PROC/ADMN-06/2023)**” in bold and legible letters. The package shall be labeled with

the name, address and contact number of the applicant.

- 8) EXIM Bank may, at any time prior to the deadline for submission of proposals, on its own initiative or in response to a clarification requested by the applicant(s), amend the PQ documents, on any account, for any reason. All amendment(s) shall be part of the PQ documents and binding on the applicants. EXIM Bank shall notify the amendment(s) in writing within a reasonable time prior to the proposal submission date.
- 9) Language of the proposals shall be English. Any printed literature/documents/certificates etc. furnished by the applicants in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
- 10) EXIM Bank reserves the right to amend, modify, supplement or withdraw this PQ document or extend deadline for submission of the proposals at any time and to reject all proposals received and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part.
- 11) Applicants shall submit all relevant documents, in their proposals, required to evaluate/assess the applicants as per the criteria mentioned at **Annexure-IV**. Applicants shall be evaluated on the basis of the documents provided in the proposals. The provision of relevant and clear/unambiguous documents shall be the responsibility of the applicants.
- 12) Successful applicants shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 13) The proposals will be rejected if any shortcoming occurs in the following:
  - a. Signed “Form of PQ Proposal”, as per format given in **Annexure-III**, with an official stamp affixed on it is not provided;
  - b. Form of PQ Proposal is not submitted in original and with signatures, as required, and official stamp. Copy (whether scanned color copy or photocopy) would not be acceptable;
  - c. Proposals submitted without FBR registration certificates and applicant not appearing on Active Taxpayers list of FBR;
  - d. Proposal is un-sealed, un-signed, partial, conditional, alternative, late;
  - e. Applicant(s) has been found blacklisted during pre-qualification process;
  - f. Applicant(s) has actual or potential conflict of interest either with EXIM BANK or with scope of subject pre-qualification; and
  - g. Applicant(s) engages in corrupt or fraudulent practices during the process.
- 14) The applicants shall bear all costs/expenses associated with the preparation and submission of the proposals and EXIM Bank shall in no case be responsible/liable for those costs/expenses.

- 15) Any proposal received by EXIM Bank after deadline for submission of proposals shall be returned unopened to such applicant. Delays in mail/courier, delays of person in transit, or delivery of a proposal to the wrong office shall not be accepted as an excuse for failure to deliver a proposal at the proper place and time. It shall be the applicant's responsibility to determine the manner in which timely delivery of its proposal will be accomplished either in person, by messenger, or by mail/courier.
- 16) Proposals shall be opened at the specified time and place in the presence of authorized representatives of applicants who chose to attend.
- 17) During the examination and evaluation of proposals, EXIM Bank at its sole discretion may ask any applicant for clarifications of its proposal. The request for clarifications and the response shall be in writing/email. However, no change in substance of the proposal shall be sought, offered or permitted after proposal submission. Further, EXIM BANK may also ask the Applicants for presentations/demonstrations/samples of the products/solutions or may visit premises of the Applicants to verify/evaluate the credentials.
- 18) Proposals submitted via email or fax shall not be entertained.
- 19) EXIM Bank will approve the panel of pre-qualified Stationery and Miscellaneous items Vendors. The panel of successful applicants shall be qualified for a period of three (3) years. The qualified applicants shall sign an agreement (open framework agreement) with EXIM Bank as per Draft attached as **Annexure-II**. All costs associated with entering into the said agreement shall be borne by the successful applicant(s).
- 20) During the tenure of pre-qualification, EXIM Bank may at its sole discretion undertake further pre-qualification process(es) to enhance/enlarge the panel of pre-qualified vendors.
- 21) During the qualification period, stationery and Miscellaneous items requirements will be shared with successful applicants through limited competitive bidding process amongst pre-qualified applicants by floatation of Request for Quotations (RFQs)/Request for Proposals (RFPs), on as and when required basis, and work shall be awarded through issuance of Purchase Orders (POs)/ Work Orders (WOs)/ Contracts etc. as per the procedure, requirements and terms & conditions mentioned in the respective RFQ/RFP.
- 22) EXIM Bank does not accept:
  - a) any responsibility arising in any way for any errors in or omissions from any information or for any lack of accuracy, completeness, currency or reliability of any data or information, including all written or oral information made available to the applicant or its advisers during the pre-qualification process and responses to requests for information/clarification and questions raised by an applicant; or

- b) any liability for any loss or damage suffered or incurred by the applicant or any other person, whether directly or indirectly, as a result of or arising out of that person placing any reliance on the information or its accuracy, completeness, currency or reliability.
- 23) The applicants agrees that:
- a) they will conduct their own investigation and analysis regarding any information, statements, or representations contained in this Pre-Qualification document and will rely on their own enquiries and seek appropriate professional advice;
  - b) they do not rely on any representation or warranty (express or implied) as to the accuracy, completeness, currency or reliability of the information.
- 24) Decision of EXIM Bank shall be final and EXIM Bank will not be liable for any loss or damage to any party acting in reliance thereon.
- 25) EXIM Bank reserves the right to blacklist any applicant who breaches any terms and conditions of this PQ document.
- 26) The prospective applicant may request clarification on any aspect of this PQ document till **12<sup>th</sup> September 2023**. Any request for clarification must be sent in writing to [procurement@eximbank.gov.pk](mailto:procurement@eximbank.gov.pk)

### **ANNEXURE-I: SCOPE OF WORK**

1. The scope of work to be performed during the qualification period is outlined below. The following scope is non-exhaustive and general in nature. EXIM Bank may amend, enhance or reduce the scope, as per the requirements, during floatation of RFQs/RFPs:

- a) Provision and supply of stationery & miscellaneous items on as and when required basis to different offices of EXIM Bank located at Islamabad, Lahore, and Karachi.
- b) The tabulated list of stationery and Miscellaneous items is items appended below, the list provided is general in nature and may vary subject to the addition of any items.

<b>Sr. No</b>	<b>Items Description</b>
1	Binder Clip, KW-trio or equivalent 25mm DC-25 (1" width) (Pack of 10)
2	Binder Clip, KW-trio or equivalent 41mm DC-41 (1-5/8" width) (Pack of 10)
3	Blanco Correction Pen Picasso or equivalent
4	Calculator CITIZEN or equivalent-14 Digit
5	Cell AA Batteries (Energizer -Original) or equivalent
6	Cell AAA Batteries (Energizer-original) or equivalent
7	Clutch Pencil (Steadler) or equivalent
8	Counter Pen Deli 6796 Gel Ink or equivalent
9	Meeting Folder regzain A-4, Imported
10	Meeting Folder regzain Legal, Imported
11	Dollar or equivalent Pointer (Blue)
12	Drafting Pad (A4), Alfalah 1161 or equivalent – 80 gm
13	Drafting Pad (A4), Alfarooq or equivalent
14	Drafting Pad Small(A5), Alfalah 1162 or equivalent – 80 gm
15	Drafting Pad Small(A5), Alfarooq or equivalent
16	Envelope Legal 14/18, Cloth (White)
17	Envelope White Legal Size
18	Envelope White, 9"x4" (PKT OF 50)
19	Envelope, White, A-4 Size
20	File – Box File A-4 Size Imported
21	File – Box File Legal Size Imported
22	File Folder Clip (Fiber) Long Lever, Nokia 064 A or equivalent
23	File QW-324A (30-35 Pages), Imported (only Black) Huijin or equivalent
24	File Ring Binder 252D (25mm Capacity)
25	File Ring 1444 Nokia or equivalent Hard Binding (Data Book)
26	File Ring 1444 Nokia or equivalent Transparent (Data Book) imported
27	File Separators (Coloured Dividers) A-4 Sheet Orient or equivalent (Set of 1-10)
28	File Transparent, A320
29	Highlighter – (Multi Colors) PIANO or equivalent
30	Logbook



31	Marker Board, Dollar or equivalent (black, red, blue, green)
32	Marker No.70, Dollar or equivalent (black, red, blue, green)
33	My Clear Bag FCW209
34	Paper Clip 26 MM –3-Flower or equivalent (Packet)
35	Paper Clip 30 MM –3-Flower or equivalent (Packet)
36	Paper Cutter, Deli or equivalent Adjustable Quality AL200P
37	Paper Ream A4 (500 sheet) 80 gm double A or navigator
38	Paper Ream Legal (500 sheet)80 gm double A or equivalent
39	Paper Stand A-4 Size, Engagement stand
40	Pen Ball Point, Picasso Grip or equivalent
41	Pen M&G or equivalent Expert Gel Broad
42	Pen M&G or equivalent Leader 0.7
43	Pen Stand – Wooden Jar
44	Pen Stand, P972S PMP or equivalent
45	Pen Uni Ball Eye or equivalent
46	Pencil NO.2-1/2 HB, Goldfish or equivalent
47	Pencil Sharpener – Steel
48	Plastic File Separators Thick Sheets, A4 Page Dividers,(A to Z, 25 Parts) Multi-coloured
49	Plastic Folder L Shape Nokia or equivalent
50	Plastic Tray Transparent Double Desk imported
51	POST -IT 3”3” 3m Sticking Notes, Removeable Adhesive (Pkt of 100) imported
52	Post it Flag 75x25 mm, 100 sheet, 3 Neon Colour, 3 Flower or equivalent
53	Post-IT 3”5” – 3m Sticking Notes, Removable Adhesive (Pkt of 100) imported
54	Post-it Flag 3M (50-Packet) imported
55	Punching Machine, KW-trio 09670 or equivalent (Heavy Duty) imported
56	Punching Machine KW-trio 09228 or equivalent (2-Hole 20 sheets punch machine)
57	Quality Color Paper, 210x297 mm, 80gms-100 Sheets, Premium quality
58	Register No.10 / Alfalah or equivalent
59	Rubber AS 40, Pelikan or equivalent
60	Schenider or equivalent Permanent Marker Fine Tip
61	Scissor 6”, Imported
62	Signature Book, Elba 41403 or equivalent 20 Compartments, PVC Cover
63	Stamp Pad
64	Stamp Pad INK
65	Staple Remover R.3 KW Trio 5080 or equivalent
66	Stapler Machine (20 Sheets KW-Trio 05758H) Pollex or equivalent Metal Full-Strip Stapler
67	Stapler Machine Heavy Duty KW-trio 050LAN or equivalent, Capacity: 210 sheets, (Staples 23/6~23/23)
68	Stapler Pin 23/13 (H-13) 13mm Heavy Duty – Imported

69	Stapler Pin 24/13 (H-13) Heavy Duty – Imported
70	Stapler Pin 24/6 – Imported
71	Steel Ruler
72	Tape Dispenser, KW-3311 or equivalent
73	Tape, Double Tape, Deer Brand Four Pillar or equivalent
74	Tape, Packing Tape Transparent 3 “ x 100 Yards Nichibon or equivalent
75	Tape, Scotch Tape Deer 1” X 50 Yards
76	Tempo Marker or equivalent, Fibre Tip – Multi colours
77	UHU or equivalent – All Purpose Adhesive – No.6 (60ml)
78	UHU or equivalent Glue Stick, 21 GM
79	Visiting Card Album 256 Card – Imported
80	Air Freshener Large 300ml imported (Aseel or equivalent)
81	Air Freshener 250ml (for dispenser) imported (air wick or equivalent)
82	Dispenser for air freshener
83	Baygon or equivalent (Insect Killer)
84	Dettol or equivalent Surface Cleaner (1 ltr)
85	Dishwasher (600ml) lemon max or equivalent
86	Disposable Glass
87	Disposable Plate
88	Dry Dust Mop with Steel Handle
91	Floor Wiper with Steel Handle
92	Glint or equivalent Glass & Household Cleaner (500 ml)
93	Harpic or equivalent Bathroom Cleaner (500ml)
94	Harpic or equivalent Toilet Cleaner (500ml)
95	KIWI or equivalent Revive All (Wooden polish 250ml)
96	Liquid Hand Wash Dettol or equivalent 750 ml
97	Liquid Hand Wash (lifebuoy or equivalent) 5 Liter
98	Liquid Hand Wash Soap (Palmolive or equivalent) 250ml
99	Liquid Hand Wash refill (life bouy or equivalent) 1000ml
100	Mortein or equivalent 250ml (Insect Killer)
101	Phenyl Bottle (2.75 ltr)
102	Power Extension Multiplug, with 5-meter wire
103	Sanitizer 100ml imported (OROSEPT or equivalent)
104	Sanitizer Dispenser (1 ltr)
105	Sanitizer Liquid (1 ltr) – Imported (OROSEPT or equivalent)
106	Sanitizer Liquid (5 ltr) – Imported (OROSEPT or equivalent)
107	Sanitizer Liquid (500 ml) – Imported (OROSEPT or equivalent)
108	Surgical Face Mask 3 Layers Multiple protections- Pack of 50
109	Three pin multiplug adaptor Imported
110	Tissue Box Luxury Rose Petal or equivalent
111	Tissue Box Normal Supreme Rose Petal or equivalent
112	Tissue Roll Rose Petal or equivalent
113	Towels Standard Bath Size 27”x54”
114	CD Sony or equivalent R 700 MB, imported

115	DVD-R Sony or equivalent, imported
116	Kingston or equivalent USB 64 GB 3.0 Steel
117	Kingston or equivalent USB 8 GB 3.0 Steel
118	Wireless less Mouse A4 Tech or equivalent
119	HP LaserJet Pro MFP M428fdn
120	HP LaserJet Pro M404dn – 76A
121	HP Color LaserJet Pro M454dn
122	HP Color LaserJet Pro M452dn
123	HP LaserJet Pro M402dn
124	Photo Copier KYOCERA TASKALFA 2200

2. During the term of Pre-Qualification, the Stationery & Miscellaneous Items requirements will be shared with the Vendors through floatation of Request for Quotations (RFQs)/Request for Proposals (RFPs), on as and when required basis, amongst the pre-qualified panel and work, shall be awarded, through the issuance of Purchase Order(s) / Work Order(s) / Contracts etc., as per the procedure, requirements and terms & conditions mentioned in the respective RFQs/RFPs.

[On Rs. 100 stamp paper]

**ANNEXURE II: DRAFT AGREEMENT**

The Agreement for the pre-qualification of stationery and miscellaneous items vendors (hereinafter referred to as “this Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By and Between

Export-Import Bank of Pakistan (EXIM Bank), established by the Government of Pakistan as the official Export Credit Agency with an objective to promote, expand and provide diversification of the export base of Pakistan and to encourage businesses by providing financial instruments/facilities to work on import substitution products, etc., having its head office at \_\_\_\_\_, Islamabad (hereinafter referred as ‘EXIM Bank’) which expression wherever the context so permits shall mean and include its successors-in-interest and permitted assignees) of the one part;

And

M/s [●] having its office at [●] (hereinafter referred as “the Vendor”) of the other part;

Both EXIM Bank and the Vendor may be collectively referred to hereinafter as “the Parties” and either of them individually as “Party”.

WHEREAS EXIM Bank intends to place the Vendor on its panel of pre-qualified Stationery and Miscellaneous items Vendors to perform scope of work as defined in Clause 1, on as and when required basis for the duration of the Agreement.

AND WHEREAS the Vendor warrants and represents that the Vendor has the necessary knowledge and relevant experience and capability to perform the Works in accordance with the terms & conditions of this Agreement.

AND WHEREAS the Vendor has qualified through a pre-qualification process conducted by EXIM BANK and has agreed to perform and complete the required Works in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements the Parties hereto, agree to the following terms and conditions:

**1. Scope of work**

The Vendor shall perform the Works, during the pre-qualification period, as per details provided in **Annexure-A** hereof.

**2. Mechanism of Issuance of Requirements & Award of Work**

2.1 During the pre-qualification period, EXIM Bank shall share its requirements, on as and when required basis, related to the Scope of Work, with the pre-qualified Vendors on its panel through issuance of Request of Quotations (RFQs)/Request for Proposals (RFPs). The RFQs/RFPs shall be issued through e-mails.

2.2 All the details regarding the scope of specific requirements, evaluation criteria, payment terms, etc. shall be mentioned in the RFQ/RFP.

2.3 The Vendor declared successful through such limited competitive bidding process will be awarded the work through issuance of Purchase Order(s)/Work Order(s)/Contract(s) etc.

**3. Obligation of the Vendor**

3.1 The Vendor undertakes and agrees that it shall perform the Works and carry out its obligations under this Agreement with all due diligence, care, efficiency and economy and to acceptable standards. The Vendor acknowledges and agrees that it shall, without incurring any additional cost to EXIM Bank, be liable to re-perform and rework all or any part of the Works which are deficient in any manner. The Vendor shall always act, in respect of any matter relating to Works, as faithful advisor to the EXIM Bank and shall at all times support and safeguard EXIM Bank's legitimate interests in any dealings.

3.2 The Vendor agrees and undertakes that it shall upon completion of work submit the same for EXIM Bank's approval. EXIM Bank will give its approval within due time.

3.3 In case EXIM Bank identifies any lack of compliance with the applicable laws that could

result in a legal claim against EXIM Bank, and upon written request by EXIM Bank, the Vendor undertakes and agrees to provide adequate proof of positive compliance with the concerned part of the applicable laws at the earliest.

3.4 The Vendor undertakes and agrees with EXIM Bank, its officers, employees, directors, consultants and advisors (the “EXIM Bank Indemnified Persons”) that it shall keep the EXIM Bank Indemnified Persons, both during and after term of this Agreement, fully and effectively indemnified and harmless against all losses, claims, damages, liabilities or expenses (including reasonable legal fees), suffered by the EXIM Bank Indemnified Persons arising out of or in connection with this Agreement or the Scope of Work to be performed by the Vendor, where such losses, claims, damages, liabilities or expenses is/are the result of bad faith, gross negligence or willful misconduct of the Vendor, provided that the Vendor shall not be liable for indirect or consequential losses or damages; provided further the aggregate liability of the Vendor shall under no circumstances exceed twice the aggregate remuneration received by the Vendor from EXIM Bank in terms of this Agreement.

3.5 Delay in performance of Works beyond lead time specified in this Agreement/ subsequent Purchase Orders/Work Orders/Contracts etc. may entail imposition of fine (liquidated damages) at the rate of 0.5% per day, or as mentioned in the specific Purchase Orders/Work Orders/Contracts etc., up and to a maximum of 10% of the total value of the relevant Purchase Order/Work Order/Contract etc. This condition may be waived off by EXIM Bank on its discretion or in case of force majeure which shall be proved by the Vendor and supported by documentary evidence. Moreover, if the Vendor fails to complete the assignment within the time frame provided or if the liquidated damages amount reaches its maximum limit; EXIM Bank, without prejudice to any other right of action/ remedy it may have, reserves the right to terminate the respective order and forfeit Performance Security.

#### **4. Term & Termination**

4.1 This Agreement shall become effective upon signing by both the Parties and remain effective and valid for three (03) years.

4.2 Notwithstanding the foregoing, EXIM Bank may without assigning any reason and at its sole and absolute discretion terminate this Agreement at any time by serving on Vendor seven

days' (07) prior written notice.

## **5. Confidentiality**

5.1 The Vendor agrees to hold in confidence for a period commencing with the signing date and ending five (5) years following the Term of this Agreement, any information supplied to it by EXIM Bank and designated in writing as confidential or which by its nature can reasonably be inferred to be confidential.

5.2 The Vendor further agrees to require its consultants, contractors, and employees to enter into appropriate nondisclosure agreements relative to such confidential information as may be communicated to them by Vendor and/or EXIM Bank.

5.3 The provisions of clause 5 shall not apply to information within any one of the following categories:

- a. information which was in the public domain prior to a Party's receipt thereof or which subsequently becomes part of the public domain by publication or otherwise except by the receiving Party's wrongful act;
- b. information that the receiving Party can show was in the receiving Party's possession prior to its receipt thereof through no breach of any confidentiality obligation;
- c. information received by a Party from any other Person which did not have a confidentiality obligation with respect thereto; and
- d. other than as may be required by a Governmental Authority, and then only to the extent required, neither Party shall publish the terms and conditions of this Agreement, unless the other Party provides its express prior written consent thereto.

## **6. Conflict of Interest**

EXIM Bank policy requires that Vendor provide professional, objective, and impartial advice and at all times hold the interest of EXIM Bank paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The vendor has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of EXIM Bank. Failure to disclose said situations may lead to termination of this Agreement.

## **7. FORCE MAJEURE**

7.1 For purposes of this Agreement, "Force Majeure" means an event or circumstance which is beyond reasonable control of a Party, and which makes a Party's performance of its obligations under this Agreement impossible, and includes, but is not limited to, war, riots, civil disorder, security risks, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan which has a material adverse effect on ability of the Parties to carry out their obligations. Force Majeure shall not include:

- (i) any action or failure to take action by a Party;
- (ii) any event which is caused by negligence or willful act or omission of a Party or that Party's sub-contractors/advisors/consultants or personnel or agents or employees; and
- (iii) any event which a diligent Party could reasonably have been expected both: (a) to have taken into account at the time of the Effective Date of this Agreement; and (b) to have avoided or overcome in the course of carrying out its obligations under this Agreement.

7.2 A Party seeking relief under this Clause shall notify the other Party forthwith of a circumstances or event of Force Majeure and shall furnish such relevant information as is available relating to such event.

## **8. Integrity Pact**

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

8.2 Without limiting the generality of the foregoing, Vendor represents and warrants that it has fully declared the brokerage, commission, fees 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, contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation 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.

8.3 Vendor 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 the EXIM Bank and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

8.4 Vendor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 rights and remedies available to the EXIM BANK under any law, contract or other instrument, be voidable at the option of the EXIM BANK.

8.5 Notwithstanding any rights and remedies exercised by the EXIM BANK in this regard, Vendor agrees to indemnify the EXIM BANK for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the EXIM BANK in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Vendor 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 the EXIM Bank.

## **9. Miscellaneous**

9.1 Any dispute or difference between the Parties as to matters arising from, related or pursuant to this Agreement which cannot be settled amicably within thirty (30) calendar days

after receipt by one Party of the other Party's request for such amicable settlement, may be referred to arbitration for settlement under the Arbitration Act, 1940 and the rules made thereunder by sole arbitrator to be appointed by the Parties. The arbitration shall take place in Islamabad. The proceedings shall be held in the English language. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.

9.2 This Agreement may be amended by a mutual agreement between the parties. All such amendments shall be in writing and signed by the authorized representatives of the Parties.

9.3 Any notice or request required or permitted to be given or made under this Agreement shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand or through electronic mail, registered mail or courier on the following address:

<b>EXIM Bank</b>	<b>Vendor</b>
[Name of Representative]	[Name of Representative]
[Designation]	[Designation]
Land-line number:	Land-line number:
e-mail address:	e-mail address:
Address:	Address:

9.4 The Agreement shall be governed by and interpreted in accordance with the laws of Pakistan as amended from time to time.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

For and on behalf of <b>EXIM Bank</b>	For and on behalf of <b>Vendor</b>
_____	_____
[Name of authorized signatory]	[Name of authorized signatory]
[Designation]	[Designation]

Witness 1:

\_\_\_\_\_  
  
\_\_\_\_\_

Witness 2:

\_\_\_\_\_  
  
\_\_\_\_\_

## **Annexure A – Scope of Work**

[to be inserted as per PQ Documents]

### **ANNEXURE-III: FORM OF PQ PROPOSAL**

Export-Import Bank of Pakistan  
5<sup>th</sup> Floor, Evacuee Trust Building,  
F-5/2, Islamabad.

Reference your PQ document No. EXIM/PROC/ADMN-06/2023 for Pre-Qualification panel of Stationery and Miscellaneous items Vendors.

1. We, hereby submit our complete proposal along with all the requirements as per the PQ document. We acknowledge that EXIM Bank is not bound to accept any proposal in this regard and reserve the right to accept any offer and annul the pre-qualification process and reject all proposals without assigning any reason or having to owe any explanation whatsoever.
2. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections/conditions of this PQ document for the whole pre-qualification process.
3. We hereby undertake and confirm that M/s [name of company] and its employee(s) have never been blacklisted by any government, semi-government, autonomous, or state-owned organization of Pakistan and their cases regarding blacklisting are not under trial by any Court of Law. We further undertake that we do not have any actual or potential conflict of interest either with EXIM Bank or the scope of subject pre-qualification.
4. We submit herewith our proposal as one (01) original along with one (01) soft copy on a USB drive in PDF as well as native MS Word/Excel formats.
5. We do hereby appoint and authorize Mr./Ms. (full name and official address) who is presently employed with us and holding the position of [(designation)] in [name of the company] to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject proposal including signing and submission of all documents and providing information/responses to EXIM BANK in all matters including but not limited to clarifications etc., in connection with our proposal till the formation of the pre-qualification panel. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds and things done by our aforesaid authorized representative shall and shall always be deemed to have done by us.
6. The decision of EXIM Bank shall be final and EXIM Bank will not be liable for any loss or damage to any party acting in reliance thereon.

7. We have gone through the terms/conditions of this PQ document and have found the document in a whole as non-biased to any particular company/contractor/vendor or product/ brand. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.
8. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the proposal. In case any information is found wrong, misleading or misstated in this proposal, the same may lead to the rejection of our proposal and our disqualification.
9. We declare that our proposal is our only and final offer, and no unsolicited offer of any description shall be made for consideration of the EXIM Bank.
10. We acknowledge that EXIM Bank reserves the right to blacklist any applicant who breaches any terms and conditions of this PQ document.

We remain,

Yours' sincerely

[Applicant's Official Stamp]

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name & Address of Firm: \_\_\_\_\_  
Cell No. of Signatory: \_\_\_\_\_  
e-mail address of Signatory: \_\_\_\_\_  
Mailing address of Signatory: \_\_\_\_\_

Acceptance by representative authorized as per Clause 5 above:

Signatures of Authorized Representative: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Name & Address of Firm: \_\_\_\_\_  
Cell No.: \_\_\_\_\_  
e-mail address: \_\_\_\_\_  
Mailing address: \_\_\_\_\_

### **ANNEXURE-IV: EVALUATION CRITERIA**

1. Applicants shall submit all relevant documents, in their proposals, required to evaluate/assess the applicants as per the criteria mentioned hereunder. Applicants shall be evaluated only on the basis of the documents provided in the proposals. The provision of relevant and clear/unambiguous documents shall be the responsibility of the applicants. Documents/details shall be provided in a manner that the required information is clearly mentioned/highlighted/marked. All supporting documents e.g. company profile, incorporation certificates, experience certificates, testimonials, client details, previous contracts/purchase orders/work orders, personnel profiles/CVs, documents related to financial strength, etc. must be available and clearly identified in the proposal.
2. In addition to the documents mentioned at serial 1 above, applicants shall provide the following. Proposals of applicants who do not fulfill the below requirements shall be considered as disqualified.
  - a. copies of their NTN/STRN registration certificates. The applicants should be on the Active Taxpayers List of FBR; and
  - b. Signed & stamped Form of PQ Proposal as per the format given at Annexure-III.
3. The evaluation committee shall evaluate the proposals on the basis of responsiveness to the Scope of Work and evaluation criteria provided herein. The following criteria shall be used for evaluating the competencies of the applicants.
4. The Applicants must fulfill the following mandatory requirements to qualify:

<b>S/N</b>	<b>Mandatory Requirements</b>
1.	The Applicant must possess valid NTN & GST registration.
2.	The Applicant must possess a minimum of five (05) years of working experience in the same field.
3.	The Applicant must have established office(s) in Islamabad/Rawalpindi/Lahore/Karachi. Bidders have the option to apply for a specific region or for the entire Pakistan.
4.	The Applicant must have a minimum of five (05) clients to its credit for the provision of specific/similar jobs in the last five (05) years.
5.	The Applicant must have completed a minimum of ten (10) assignments/orders similar to the scope of this PQ in the last five (05) years.

6.	The Applicant must attach signed Form of PQ Proposal.
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In order to show the fulfilment of the abovementioned mandatory requirements, the Applicants are required to submit the following documents with their proposals and use the following table as an index:

S/N	Attributes	Reference Page in PQ Proposal
1.	Complete Company Profile.	
2.	NTN & GST registration certificates.	
3.	Proof of establishment date of business (Certificate of Incorporate issued by SECP, certificate of the registrar of firms, FBR registration of business, etc.). A minimum of five (05) years of experience is mandatory.	
4.	Details & supporting documents of a minimum of five (05) clients for the provision of specific/similar jobs in Pakistan in the last five (05) years. Copies of contracts, purchase/work orders, or invoices are to be provided. Claims without supporting documents shall not be accepted.	
5.	Details of established office setup in Islamabad/Rawalpindi/Lahore/ Karachi. (Bidders have the option to apply for a specific region or for the entire Pakistan.)	
6.	Details & supporting documents of completed assignments/orders similar to the scope of this PQ in the last five (05) years (minimum ten (10) assignments are mandatory). Copies of contracts, purchase/work orders, or invoices are to be provided. Claims without supporting documents shall not be accepted.	
7.	Signed Form of PQ Proposals with official stamp affixed on it as per the format given in <u>Annex-III</u> .	

**Note:**

**All the pages of the proposal must be sequentially numbered, stamped, and signed/initialed by the representative authorized as per clause 5 of the Form of PQ Proposal.**