



**SECURITIES AND EXCHANGE
COMMISSION OF PAKISTAN**

No. T# 01/18-19

INVITATION TO BID

The Securities and Exchange Commission of Pakistan (SECP) invites sealed bids from service providers registered with sales tax department and having national tax number (NTN) based in Pakistan for

“Provision and Maintenance of 8181 SMS Short Code Service Including Mobile Value Added Services (MVAS)”

Bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement may be downloaded from SECP website <https://www.secp.gov.pk/procurement> or obtained from the undersigned free of cost .

The bids prepared in accordance with the instructions in the bidding documents, must be delivered to the undersigned on or before **Aug 08, 2018 at 1500** Hrs and will be opened on the same day at 1530Hrs. It may be noted that late submitted/incomplete bids shall not be considered/entertained.

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091 (Ext-437/444) during Office Hours (Monday to Friday excluding Public Holidays)

Deputy Director (Admin)

Terms and Conditions for Bids and Bidders

1. **Tender Identification Number: TENDER # 01/18-19**
2. **The Procurement Agency is:**

Securities and Exchange Commission of Pakistan
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area,
Islamabad.
3. The Securities and Exchange Commission of Pakistan (SECP), setup in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 is an apex regulatory authority mandated to regulate and supervise the Pakistani securities markets, corporate sector, insurance industry and non-banking financial sector etc.
4. The Securities and Exchange Commission of Pakistan invites sealed bids from the principal's authorized dealers/distributors/partners/resellers based in Pakistan and registered with sales tax department, having national tax number (NTN) for

“Provision and Maintenance of 8181 SMS Short Code Service Including Mobile Value Added Services (MVAS)”

through

SINGLE STAGE TWO ENVELOP METHOD

5. Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial Bid and the technical Bid. The envelopes shall be clearly marked as “FINANCIAL BID” and “TECHNICAL BID” in bold and legible letters.
6. Initially, only the envelope marked “TECHNICAL BID” shall be opened publically. The envelope marked as “FINANCIAL BID” shall be retained.
7. After the evaluation and approval of the technical bid, financial bids of the technically accepted bids only will be opened at a time, date and venue announced and communicated to the bidders in advance. Financial bids of unsuccessful bidders (technically) will be returned.
8. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally or by visiting the SECP website:
<https://www.secp.gov.pk/procurement/>
9. The bid validity period shall be 150 days.
10. The amount of the bid and bid security shall be in Pak rupees. The bid security shall be submitted in a third sealed envelope with the technical bid. The bids should be accompanied by bid security (refundable) for an amount equal to 5% of the total quoted price (inclusive GST, if applicable) in shape of either pay order, demand draft valid for not less than 6 months in favor of **Securities and Exchange Commission of Pakistan**. Bids not accompanied by bid security or with less amount of bid security will not be entertained.

11. The bid security of successful bidder will be retained and that of other bidders will be returned after award of contract.
12. In case any bidder submits more than one option against this invitation then bid security shall be submitted against highest quoted option.
13. If the bid is withdrawn before the expiry of its validity or the supply/services are not made/provided within due date, the bid security will be forfeited in favor of the SECP, Islamabad.
14. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
15. The language of the bid is English and alternative bids shall not be considered.
16. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
17. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.
18. The rates must be quoted strictly in accordance with our documents and Annex(s).
19. Discounts (if any) offered by the bidder shall be part of the bid.
20. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes and selected service provider will have to provide the required services/equipment, if selected and declared as best evaluated bidder. In case selected bidder is not willing to supply on quoted amount then bid security submitted with the bid will be forfeited in favor of the Commission.
21. All software based items contains installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal).
22. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes. (if applicable)
23. The end user License, end user warranties and end user support services will be in the name of SECP for all equipment and software loaded on the equipment/services delivered.(if applicable)
24. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid in case of any such claim.
25. Bids shall be evaluated as per evaluation criteria prescribed in the bidding documents.
26. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business.
27. Bidder must submit an affidavit with the bid that the bidder is not blacklisted by any organization.

28. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.
29. If any supplier is not in ATL then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
30. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.
31. The bids received after the due date and time will not be entertained.
32. SECP reserves the right to reject and cancel all received bids at any stage of the bidding process.
33. Performance Guarantee equal to 10% of Purchase Order / contract value, in the shape of demand draft or pay order in favor of SECP will be required by the successful supplier/service provider. Performance Guarantee will remain valid up to completion of the warranty / contract period. Moreover, on deposit of Performance Guarantee with SECP, bid security of the successful bidder will be returned.
34. If the successful bidder fails to maintain the specifications (quality/quantity) of the equipment/supplies/services then their performance guarantee will be forfeited in favor of the Commission and contract/purchase order may be terminated.
35. In case successful bidder fails to activate required services in given time or maintain quality of service then a penalty of 1% of the performance guarantee per week will be imposed.
36. The Bidder should not be currently blacklisted by any Government / Government agency/ Bank / institution in Pakistan. The bidder should provide an affidavit/declaration to this effect on stamp paper..
37. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted. Unsealed bids will not be entertained.
38. Clarification if any on the technical requirement may be obtained from: ubaidullah.khalid@secp.gov.pk
39. The place of bid destination is **Securities and Exchange Commission of Pakistan**, 4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.
40. Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.
41. The envelopes shall bear the following additional identification marks:

Bid for: **“Provision and Maintenance of 8181 SMS Short Code Service Including Mobile Value Added Services (MVAS)”**
Bidder Name: XYZ
Attention: **M. Ubaidullah Khalid**
Deputy Director, Admin, 4th Floor
NICL Building, 63 Jinnah Avenue Blue Area, Islamabad

42. The deadline for the submission of bids is:

Date: Aug 08, 2018

Time: 1500 Hrs

43. The bid opening shall take place at:

Securities and Exchange Commission of Pakistan

4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area,
Islamabad

Date: Aug 08, 2018

Time: 1530 Hrs

44. A statement **“Not to be opened before 1530Hrs on Aug 08, 2018”** shall be clearly mentioned on the top of the sealed bid.

45. The bids received after the due date and time will not be entertained.

Note:

- **The attachment details are as under**

1. Scope of Work	Annex “A”
2. Evaluation Criteria	Annex “B”
3. Sample Agreement (s)	Annex “C”
4. Bid Submission Form	Annex “D”
5. Site	Annex “E”

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

SCOPE OF WORK**Provision and Maintenance of 8181 SMS Short Code Service Including Mobile Value Added Services (MVAS)”****Background**

Investor Education Plan approved by the Commission envisaged use of digital services consisting of web portal, social media and SMS messaging as one of the mediums for providing awareness regarding the financial market, rights and obligations of the investors.

The objective of seeking SMS services is to disseminate information and create interest in the target market on:

- i. Investor profiling (on different parameters like age, profession, city etc)
- ii. Education/Quotes (Saving and Investment)
- iii. Guiding them to Investor Education web Portal
- iv. Information on entities licensed by SECP
- v. Investor & Event Alerts
- vi. Investor surveys

SECP has already acquired 8181 short code for dissemination of information and license verification of the entities regulated by SECP through SMS. Focus will be made on creating awareness of unique Investor education portal www.jamapunji.pk, from where the users will be required to register for getting wealth of information on investor education. The segments are targeted and approached on regular basis through 8181 SMS service with respect to creating awareness of SECP Investor Education Portal and its relevant contents along with activities being undertaken within the program.

SECP is currently using 8181 SMS service to provide SMS facility for Investor Education services with 24*7*365 availability. SECP desires to continue the 8181 SMS service and following approach for the SMS & MVAS service is considered:

Outsourced Model: A comprehensive three year service solution will be provided by the bidder offering services based on its own infrastructure including technical specifications, security, and connectivity with mobile operators, regulatory approvals, etc. Successful bidder will have to provide uninterrupted SMS/MVAS service to SECP for the period of 03 years, extendable to any period mutually agreed.

Broad Features

Outsource model offered to SECP must adhere to the broad features listed below:

(A) The messaging Platform must offer following five (5) categories of SMS services:

1. Broadcast: This category of service must allow SECP to send informational or promotional messages to all the customers.
2. Schedule: This category of service must allow SECP to send the message to its customers on a pre-defined schedule basis.

3. Events: This category of services must allow SMS to be automatically sent to the customers when a certain event happens.
4. Interactive Services: This category of service provides interactivity to the customer, who can through SMS make an enquiry and get the answers in real time.
5. Poll/ Surveys: The poll and survey can be initiated by SECP through SMS

(B) The messaging Platform provided by the bidder must be capable of sending local, national and international messages, which should include following quality features:

1. Reliability and timeliness:
 - The messaging Platform must support transmission of large scale messages to multiple users in multiple mobile networks.
 - The messaging Platform must support acknowledgement base mobile messaging with guaranteed message delivery information.
 - The messaging Platform must give commitment to service levels with guaranteed delivery times
2. Secured & trusted environment:
 - The equipment's at the bidders end must be a part of a network operator secured infrastructure and must offer trusted message environment
3. Uniform application access:
 - Whatever mobile network used across the world, a message should originate from only a single uniform access number.
4. Best-in class application platform:
 - Seamless integration with any system so as to enable a smooth and secure flow of information to the mobile channel

Scope of work & specification of services

(A) Necessary Common Features:

Following is the list of common features with respect of scope of work and specification of services which are required to be part of the system:

1. Maintain registration/ license from Pakistan Telecommunication Authority in respect of already obtained dedicated 8181 Short code for Short Service Messaging (SMS). The vendor must ensure that the messaging platform must adhere to all guidelines, regulatory framework prescribed by PTA regarding SMS short code and value added services.
2. The vendor must ensure integration of SMS Gateway with our database (including Service Desk Management System) and SECP's core softwares. All types of Delivery reports are mandatory in order to get accurate status.
3. The system should be capable of the below mentioned functionality:
 - i. Accessible from any mobile phone in Pakistan
 - ii. User Registration for Investor Education Events for a specific city.
 - iii. Send & Receive Content Based Information

- iv. Send Alert Messages
 - v. Content Services – Company Verification – License Verification – Broker/Branch verification (Development of SMS ‘PUSH & PULL’ application and content management application along with the database design & maintenance.)
 - vi. Conduct polls & Comments.
 - vii. Subscription-based services where mobile users will be obtaining the service for fixed or continuous duration
 - viii. One-off purchase or pay per use services.
 - ix. Sends automated response SMS to an incoming SMS.
 - x. Supports ‘PUSH’ as well as ‘PULL’ messages.
 - xi. Mobile applications for android/ IOS platforms for Content based SMS service/mobile value added service.
 - xii. Immediate response to any incoming SMS.
 - xiii. Customizable request and reply messages
 - xiv. Comprehensive logging of incoming as well as outgoing messages.
 - xv. Highly flexible data reading and matching engine.
 - xvi. Seamless integration with SECP's back end system
 - xvii. The messaging platform must support web based interface to see the reports.
Following criteria may be used to generate the report :
 - a) Specific Time period Report
 - b) Mobile No wise report
 - c) Summary report (Count for the time period)
 - d) Detailed report
 - e) User registration data-wise reports (City, Age, Profession etc)
4. Length of SMS will be preferably more than 160 characters in a single text message
 5. The system should be able to deliver all types of characters through SMS including special characters.
 6. On time delivery of messages must be ensured
 7. Bidder's quoted solution should preferably be capable of processing minimum 100 messages per second.
 8. Solution shall support minimum 500,000 messages per month.
 9. Sent/Received messages must follow the standard message format used in normal mobile phones
 10. All applicable cost for the Outsourced Model should include but not limited to Software, Licensing, etc.
 11. Encryption of messages must be provided as an option.
 12. There shall be no charge for incoming messages to SECP.
 13. Standard charges should be applied to customers and no unusual charges shall be applicable to customers
 14. There must be no spam messages from the system.
 15. Following details should be provided:
 - System Architecture
 - Infrastructure Model
 - Third Party Hardware and Software Requirements
 - Project Plan and Approach (Definition, Implementation, Timeline, Team, Maintenance & Support)
 - Responsibilities (SECP)
 - Per SMS Push/Pull Charges

(C) Required features with respect of scope of work and specification of services for Outsourced model

- 1) Seamless integration with SECP database and applications.
- 2) Maintain connectivity with SECP and all mobile network operators.
- 3) Direct connectivity along with agreements with all mobile network operators.
- 4) Supply of requisite hardware (if any)

Successful bidder will be required to sign a non-discourse agreement (which will be part of main agreement) in respect of the confidentiality of data and information of any sort available to the company during performance of services.

Successful bidder will have to sign an agreement with the Commission to provide uninterrupted SMS/MVAS service for the period of 03 years, extendable to any period mutually agreed.

The prospective bidders should have proven track record of deployment of SMS & MVAS of similar nature and magnitude. Preference would be given to bidders having experience of developing software for financial services including insurance or capital market.

The Bidder should be a Company registered with the Commission & PTA for providing the required services.

The bidder's data center should be connected with all mobile network operators. The bidder have to submit the (Throughput Per Second) TPS certificate / Authorization of mobile network operator.

The Bidder should be a profit making Company in the last Financial Year.(2017-2018)

46. The bidder should have provided SMS gateway services to a minimum of five reputed organizations preferably Financial Institutions. The bidder should provide details of average volume of SMS traffic generated for last six months.
47. The bidder must have its own Data Centre located in Pakistan for providing SMS gateway services.
48. The bidder preferably have Disaster Recovery site in Pakistan for providing SMS gateway services. Cloud based data backup system is preferred.
49. Bidder should have a 24 x 7 support office to provide support. E-messaging gateway and other required applications that are preferably hosted in a Level III or Tier III datacenter. The Backup / redundant gateway preferably hosted in a physically different Level III datacenter other than the main one.
50. Bidder should be able to provide PUSH & PULL SMS services on a short code.
51. Bidder must have a robust client side deployable application (middleware) that can be integrated with different SECP's applications (Past details of integration with various applications in at least five Organizations has to be provided)
52. Bidder should be able to provide a robust campaign manager to integrate interactive mobile awareness campaigns on short code.

53. Bidder should be able to provide a comprehensive reporting portal to facilitate verification by SECP’s officials in case of queries regarding particular alert/sms on a particular date.
54. The bidder shall furnish relevant documents supporting the below eligibility / qualification criteria along with the bid. SECP reserves the right to verify / evaluate the claims made by the bidder independently.

Documents Checklist	Yes/No
Certificate of incorporation – SECP	
Registration certificate from PTA	
Certificate of NTN	
Audited copies of financial statements – 2017-18	
TPS certificate / Authorization of mobile network operator	
Bidder's profile	
Bid security	
Proof of executing 5 similar projects	
Affidavit (related to blacklisting of vendor by any organization)	

Evaluation Criteria:

Technical EVALUATION CRITERIA	Total Marks	Marks Obtained
Marks for technical evaluation =	60	0
Marks towards final Technical Evaluation =	60	0
Solution Capacity	30	0
Offered solution meets requisite features & specifications as detailed in <ul style="list-style-type: none"> – Connectivity with Telecom operators of Pakistan (Warid, Zong, Jazz, Telenor and Ufone) – Ability to generate relevant delivery reports – Provision of uninterrupted SMS/MVAS service to SECP 	20	
Any added benefit(s) offered along with the solution with no additional cost	10	
Vendor Capacity	30	
Throughput per second (TPS) (Minimum 100 SMS) Capacity of bidder allocated by mobile operators	5	
Project Manager / Key executive	5	
Bidder maintains a Disaster Recovery Site and Provision of backup gateway located at physical different site. Cloud based backup system is preferred.	5	
Bidder holds an International Certification related to Information Security	5	
Provision of SMS gate way service to Minimum five (5) reputed organizations preferably from Financial industry	5	
24 X 7 X 365 Call center support	5	
Total Points	60	

Note:

- Bids securing minimum 30 marks or more out of 60 Marks shall ONLY be considered for financial evaluation.
- Bids securing minimum 30 marks or more out of 60 Marks shall be considered at par/equivalent.
- Bid securing minimum 30 marks or more out of 60 Marks and quoting lowest rates i.e. Grand Total, shall be selected.

Sample Agreement

This Agreement is made at Islamabad, on this ____ day of *month* 2018

BY AND BETWEEN

Vendor a company incorporated under the laws of Pakistan having its registered office at _____ (hereinafter referred to as "Vendor" which expression shall, where the context so admits and requires, include its successors in interest, administrator, liquidator and permitted assigns of the First Part.)

AND

Securities & Exchange Commission of Pakistan (SECP), a statutory body established in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 with its head Office located at NIC Building, 63 Jinnah Avenue, Islamabad (the "SECP", which expression shall, where the context so admits and requires., include its successors in interest and permitted assigns of the Other Part).

The expressions Vendor and SECP shall individually also be referred to as a Party and collectively as the Parties.

RECITALS

- A. Whereas the SECP for the performance of its statutory obligations and for effective investor education requires services as detailed in Annex-A hereto.
- B. **Whereas** Vendor is engaged in the business of providing various telecommunication and data services, including but not limited to SMS short code service, mobile value added services and designing, development and deployment of mobile applications and content based SMS services in this regard.
- C. Whereas Vendor represents and warrants that it has the requisite expertise and adequate infrastructure and skills to provide the Services detailed in Annex-A to SECP.
- D. **Whereas SECP** has agreed to engage Vendor and whereas Vendor has agreed to provide the Services detailed in Annex-A under the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL PROMISES AND FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS UNDER:

1. DEFINITIONS

In this Agreement the words and expressions listed below shall have the meaning ascribed to them unless the context clearly requires otherwise;

"Agreement" means this Agreement and any of its Annexes, Schedules and the amendments that might be made in them from time to time by the mutual consent of both parties in writing.

"Access" means the making available of Services by Vendor to SECP, under defined conditions, for the purpose of this Agreement. It covers, inter alia, connectivity and/or access to all mobile network operators and access to relevant software systems including operational support systems;

"Act" means the Pakistan Telecommunication (Re-organization) Act 1996,

"Additional Services" shall mean any and include all additional requirements with regard to the equipment and/or capacity that the SECP requires in relation to the Services already being provided to the SECP under this Agreement;

"Affiliates" means all companies, partnerships and entities that are directly or indirectly controlled by Vendor.

"Applicable Law" means (i) the laws of Pakistan to the extent applicable to the Parties including but not limited to the Act, rules and regulations made under the Act, and (ii) orders, determinations, decisions, directives and guidelines (intended to be binding) of the Authority, and any other laws or regulations passed or promulgated by the Federal or the Provincial Government;

"Confidential Information" means, unless specified otherwise in writing, all information received by one Party from or through the other Party or the Network including, without limitation, know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature, whether in a tangible or intangible form, relating to or developed in connection with or in support of the business of that Party or any matter concerned with or arising out of this Agreement, but does not include:

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- (a) Information which is or becomes part of the public domain (other than through any breach of this Agreement):
- (b) information rightfully received by the other Party from a third person without a duty of Confidentiality being owed by that other Party to that third person, except where that other Party has knowledge that the third person has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first mentioned Party;
- (c) information which has been independently developed by the other Party; or
- (d) Information which is in the possession of, or is known to, the other Party prior to the date of this Agreement, to the extent that the other Party is not bound by any existing obligation of confidentiality in receipt of such information to the first - mentioned Party;

"Software Application" means the software application(s) as supplied by Vendor to the SECP;

"Due Amount" means the amount payable by SECP to Vendor Under or in pursuance of this Agreement;

"Effective Date" means the date on which the Parties sign and execute this Agreement, which considerably means for the purpose of understanding the above mentioned date for commencement of services;

"Encryption Device" means any device used to protect interference with or secure data / voice / video transmission over the Network;

"Force Majeure" means an event as ascribed in Article 21 of this Agreement;

"Installation Date" means the date software application supplied by Vendor is installed at the Site of SECP by the Vendor.

"Network" means Vendor's network deployed and/or to be deployed by Vendor and all allied systems, including SMS Gateway and other third party systems and networks, as expanded or modified from time to time to provide the Services;

"New Service(s)" means any such service(s) not covered under the scope of this Agreement that the SECP requests Vendor to be provide subsequent to the Effective Date on terms and conditions to be mutually agreed between the Parties and to be made a part of this Agreement;

"PTA or Authority" means the Pakistan Telecommunications Authority'

"Set-Up Charge" means the one time initial cost of any engineering works needed to provide the Services under this Agreement and outlined in detail in Annex D attached hereto;

"Services" means the services described in detail in Annexure A attached hereto; to be provided by the Vendor to the SECP in terms of this Agreement;

"Site(s)" means the location(s) as notified by the SECP to Vendor in writing and attached herewith as Annexure E; where the services are to be provided by the Vendor;

"**Service Charges**" means the fixed price for provision of Services as outlined in detail in Annex D attached hereto;

"**SMS Charges**" means the price for provision of SMS as outlined in detail in Annex D attached hereto;

"**Tax**" includes any and all taxes, duties, levies or imposts payable in respect of the Services or part of the Services provided from time to time pursuant to the terms of this Agreement and includes income tax, central excise duty and states tax.

2. INTERPRETATION

- (a) The Recitals and annexes form an integral part of this Agreement.
- (b) References to Clauses and Schedules shall be to Clauses and Schedules of this Agreement.
- (c) The headings in this Agreement are inserted for convenience and identification only and are not intended to govern, interpret, define, or limit the scope, extent, or intent of the Agreement.
- (d) References to the singular shall, where appropriate, include the plural, and vice versa
- (e) References to the masculine gender shall, where appropriate, include the feminine gender, and vice versa.
- (f) References to persons include individuals, firms, partnerships, companies, corporations, unincorporated associations, agencies, trusts, public authorities, Govt. departments, divisions, and bodies on each case, whether or not having separate legal personality);
- (g) Reference to days, months, quarters or years shall be read to mean calendar days, months, quarters or years according to the Gregorian calendar unless specified otherwise
- (h) Capitalized expressions used in this Agreement that have also been defined shall have the meanings respectively assigned to them, and unless the context clearly requires application of the defined meaning only, a word which is used without capitalization shall be given its ordinary dictionary meaning.

3. AGREEMENT DOCUMENTS

3.1 This Agreement shall consist of the following documents, as amended from time to time as provided herein:

- a) This Agreement
- b) Annexes:

Annex	Services
Annex	Site
Annex	Charges & Billing

4. TERM

4.1 This Agreement shall be signed and agreed on the date mentioned above and shall become operational with respect to the services as on _____. This Agreement shall continue in full force and effect for a term of three ("3") years from _____ unless otherwise terminated in accordance with terms of this Agreement and thereafter can be renewed for successive terms of one year on the basis of similar or different terms and conditions with the mutual understanding of both parties. Vendor shall ensure that the availability of Services with all the features and specification as per Annex A to the SECP by _____.

The termination of this Agreement will not;

(a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor

(b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

Prior to the expiration of the Term, this Agreement may be extended or modified by written mutual agreement between the Parties. When used in this Agreement, the phrase "the Term" shall refer to the entire duration of the Agreement.

5. NON-EXCLUSIVE

5.1 Nothing herein contained is intended to nor shall limit or restrict Vendor's/ SECP's ability to enter into similar agreements, understandings or arrangements with other persons, parties or entities regarding the scope of this Agreement.

6. SCOPE OF SERVICES

6.1 During the term of this Agreement Vendor agrees to provide the following Services and the SECP agrees to obtain the following Services on the terms and subject to the conditions as contained in this Agreement;

Services in accordance with Annex A attached herewith

6.2 Subject to the terms and conditions of this Agreement, Vendor shall connect and maintain the Access of the Network to the Sites and will endeavor to make Services available to the SECP through the terms of the Agreement and Annex A attached hereto;

6.3 Vendor shall ensure that the Services shall be available to the SECP in accordance with features and specifications provided in Annex-A, with a minimum benchmark of 97%. The Issues related to operators connectivity depends upon the up time required by Mobile operator, any fault related to Vendor server or application the fault will be resolved within an hour. * Service level support append in Annexure A.

6.4 The Agreement covers the full time (24 hours a day, seven days a week and twelve months a year) provision unless stated otherwise in Annex A attached herewith, by Vendor of the Services in terms hereof. This Agreement and the Annexes attached herewith shall comprise the entire terms and conditions agreed between the Parties regarding the provision of Services by Vendor.

6.5 For the maintenance and support purposes Vendor shall provide the following services:

(a) Vendor shall immediately and with due diligence provide free of cost maintenance services on receipt of complaint from the SECP.

(b) Any error, defect or any other discrepancy occurring to the software application during the term of the Agreement, Vendor shall rectify the fault and if the fault cannot be rectified then Vendor shall replace the software application as the case may be, at no additional cost to the SECP.

(c) Vendor shall be responsible for availability of Services by 24x7 during the term of the Agreement.

(d) Every possible effort shall be made by Vendor to do any repair or maintenance for the availability of agreed services to the SECP within 24 hours, once reported by the SECP (or will update the SECP in further time escalation).

(e) In case of any malfunction of the SMS system, vendor is solely responsible for the issue and must rectify the issue in least possible time and must also provide support to SECP other than working days of the week.

6.6 Any change in scope of Services may result in a change in Service Charges. Such changes in the scope of Services and Service Charges shall be incorporated in this Agreement vide an amendment to this Agreement subject to mutual written consent of both Parties.

7. CHARGES AND PAYMENT

7.1 In consideration of the clear, efficient and uninterrupted fulfillment of the services to the satisfaction of the SECP and other obligations of Vendor under this Agreement. Vendor shall be paid Service Charges in Pak Rupees as specified in **Annexure -D**.

7.2 SECP will ensure timely payments within 30 days after the receipt of invoice from Vendor for each month as per Annexure D.

7.3 The Agreement price is inclusive of all related Government Excise Duty, Sales Tax, Income Tax or any other taxes and duties presently in force. The setup cost and monthly maintenance charges cannot be revised during the term of agreement. However, in case, Government imposes any additional taxes on the third part cost component i.e charges pertaining to outgoing SMS for push messages, it shall be borne by the SECP.

7.4 Before processing of any payment under **Annex-D**, Vendor shall submit a performance guarantee equal to 10% of the total price of the Agreement which shall be valid for the Term of the Agreement. If Vendor fails to maintain the specifications (quality/ quantity) of the services their performance guarantee will be forfeited in favour of SECP and contract/ purchase order may be terminated. If Vendor fails to supply/ install and activate required services in given time, then a penalty of 1% of the performance guarantee per week will be imposed.

7.5 Charges for any New Services shall be charged at rates to be mutually agreed between the Parties in writing prior to the provision of such New Services.

8. ADDITIONAL SERVICES

8.1 In case the SECP requires any Additional Services, the SECP shall inform Vendor 30 (Thirty) days in advance of any Additional Services that the SECP requires in writing. Vendor shall inform the SECP in writing within the notified period of thirty (30) days from the date such notice is received by Vendor, whether Vendor will be able to provide such Additional Services to SECP. The Parties shall accordingly agree on mutually agreed timeframe for the provisioning of such Additional Services. For the avoidance of doubt it is further explained that any such Additional Services shall be provided at the Service Charges to be agreed between both Parties by mutual written consent at the time of provisioning of such Additional Services. Such Additional Services shall be incorporated under this Agreement vide an amendment to this Agreement.

9. Termination of Agreement

i. The SECP may terminate this agreement during the Agreement Term by a written notice of termination to Vendor at least (1) one month in advance from the date of effective termination.

ii. If SECP under this agreement fails to pay any amount in respect of invoices for services provided by Vendor within a period of 30 days after such amounts become due, Vendor may terminate this agreement by giving three (3) months' notice to terminate this

agreement, provided that a default notice has been sent to the SECP in writing and the SECP has failed to pay the amount due within two (2) weeks of receipt of the notice.

- iii. In case of termination by Vendor, SECP is only liable for the payment fallen due on the date of termination and not what may have accrued.
- iv. Upon termination of this Agreement, all unutilized funds shall be refunded to the SECP by Vendor within a week.

11. LIMITATION ON USE OF SERVICES

11.1 The SECP shall under no circumstances lease, sublet or pass on in any way the Services provided to it by Vendor to any other third party/entity etc. For the avoidance of doubt it is being clarified that Vendor is providing the Services under this Agreement for the exclusive use of the SECP who shall under no circumstances sublet or pass on in any way the said Services to any third party/person/entity except for the purposes of this Agreement.

12. GENERAL PRINCIPLES

- 12.1 Vendor shall ensure that the Services provided to SECP comply with all applicable government and PTA laws, rules and regulations and will follow established practices and procedures and will take all possible steps not to prejudice the interest of SECP.
- 12.2 SECP recognizes that it may be necessary, in unusual or abnormal technical situations or other unforeseen conditions, for Vendor to deliberately pre-empt or interrupt SECP's use of the Services. Such decisions shall be made by Vendor in consultation with SECP to the extent possible. Vendor shall where possible give SECP at least 48 hours written notice of such pre-emption or interruption and will use all reasonable efforts to schedule and conduct its activities during periods of such pre-emption or interruption so as minimize the disruption of the Services.
- 12.3 Vendor shall provide on best endeavor basis to ensure effective performance of the Services if there is any failure.
- 12.4 Vendor shall meet all the requirements described in the Annex-A attached herewith and directions issued by the SECP and in doing so Vendor shall obligate and honour all the terms and conditions contained in this Agreement.
- 12.5 The infrastructure of Vendor being used for the provision of Services shall at all-time be the property of Vendor.

13. LIMITATION OF LIABILITY

- 13.1 Vendor shall not be liable for any disruption in the Services inter alia due to any-third party's network and/or use of any equipment not supplied by Vendor unless such disruption or fault is due to reasons directly and solely attributable to Vendor, The SECP fully understands that Vendor is not responsible for failure to fulfil any obligations due to causes beyond its control.
- 13.2 Notwithstanding anything contained hereof the total liability of Vendor under this agreement shall not exceed the sum payable by SECP under this Agreement and Annex-D hereof.
- 13.3 Vendor shall not In any event be liable for the acts or omissions of PTA or any other operator.
- 13.4 Neither Party will be liable to the other for any consequential loss, loss of profit, indirect economic loss or lost opportunity which such Party may suffer arising from a breach of the terms herein contained.

14. INDEMNITY

Vendor hereby irrevocably and unconditionally undertakes at all times hereafter to fully indemnify and keep the SECP and its Commissioners, Officers, Advisors, Consultants, employees and representatives indemnified and harmless from and against all kinds of losses, damages, expenses of whatsoever nature, if any, suffered, incurred or sustained by the SECP whether directly or indirectly and howsoever arising out of or in connection with suits, claims, actions, demands, liabilities proceedings of whatsoever nature made or filed against the SECP, by whomsoever in respect of this Agreement.

15. INSTRUCTIONS REGARDING USE OF SERVICE

15.1 Vendor has the right to make any alteration or adjustment to any Software application with prior written consent of the SECP, Which is desired for the purpose of maintaining satisfactory Services for the SECP or for the subscribers to the services as a whole. Any such alteration made for the purpose of satisfactory maintenance will he treated as integral part of the services agreed as per the Agreement.

16. USE OF Software Application

16.1 The SECP shall be solely responsible for the use of the software application installed in the name of the SECP and shall neither use nor permit any person to use the said SECP Software application for:

1. Sending abusive, offensive, indecent, obscene, or menacing messages or communications ;
2. Unauthorized intercepting or learning the contents of any message;
3. The persistent of making of communication/ transmission which may cause any annoyance, inconvenience or needless anxiety to any person.
4. Any improper, immoral or unlawful purposes; or
5. Anything in contravention of the laws of Islamic Republic of Pakistan

16.2 Vendor shall be allowed free, sufficient and safe access to the Site(s) to fulfill its obligations under the Agreement including any changes required in the software application.

17. TECHNICAL ARRANGEMENTS

17.1 The Specifications of the Services to be provided by Vendor under this Agreement shall be in accordance with Annex A attached herewith,

18. LICENSING MATTERS AND SUPPORT

18.1 Vendor's obligations under this Agreement are contingent upon Vendor continuing to be licensed to operate and provide the SMS short code and value added services. Should Vendor for whatever reason not continue to be so licensed, its obligations under this Agreement shall cease and Vendor will only be liable to the SECP for refund of any advance payment or deposit made to Vendor less any amounts which may be outstanding against the SECP.

18.2 If as a result of any new law, change in license conditions or other change in circumstance, Vendor determines that this Agreement requires amendment it may amend the same by prior notice to the SECP. Such notice may be given by sending details of the same to the address supplied by the SECP. Such variation shall be mutually agreed by the SECP before incorporation in the said agreement effective from the date specified in the notice served in this regard to the SECP.

19. PROPRIETARY/CONFIDENTIAL

19.1 The Parties, to the extent of their lawful right to do so, may exchange information, some of which may be deemed proprietary or confidential, as reasonably necessary for each to perform its obligations under this Agreement. Information that is disclosed in a tangible or permanent form and is marked proprietary or confidential to a Party shall be protected under this Provision as "Proprietary or Confidential Information". All the information provided by either Party to the other, pursuant to this Agreement, whether oral or written, which is identified as confidential or proprietary in writing, will be deemed Confidential or Proprietary Information. Information that is orally disclosed by one Party to the other must be identified as proprietary or confidential at the time of oral disclosure and must be summarized in a tangible or permanent form, marked Proprietary or Confidential by the disclosing Party and sent to the receiving Party within thirty (30) days of its first oral disclosure in order to be protected as Proprietary or Confidential Information of a Party.

19.2 Except as set forth in Article 19.3 below, a Party receiving Proprietary or Confidential Information pursuant to this Agreement hereto, the "Receiving Party" will not, without the prior written consent of the Party disclosing such information the "Disclosing Party", (i) use any portion of the Proprietary or Confidential Information for any purpose other than internally for the purpose of this Agreement, or (ii) disclose any portion of the Proprietary or Confidential Information to any person or entities other than the employees and consultants of the "Receiving Party" who reasonably need to know the Proprietary or Confidential Information for the purposes of this Agreement and who have agreed in writing to protect Proprietary or Confidential Information under the same or similar terms as provided herein. The Receiving Party shall use no less than the same degree of care used to prevent disclosure Of its own proprietary or confidential information, The Receiving Party shall not disclose Proprietary Or Confidential Information developed or disclosed by the Disclosing Party under this Agreement to a third party without the prior written consent of the Disclosing Party.

19.3 The Receiving Party will not be liable for disclosure of Proprietary or Confidential Information, or part thereof, if the Receiving Party can demonstrate that such Proprietary or Confidential Information:-

- i. was in the public domain at the time it was received or subsequently entered the public domain through no fault of the Receiving Party
- ii. was independently known to or in the possession of the Receiving Party at the time of receipt or was independently developed by the Receiving Party without access to any information and proven by written records,

- iii. became known to Receiving Party from the source other than the Disclosing Party without breach of any obligations of confidentiality, or
- iv. is disclosed more than five (5) years after the date of receipt of the Proprietary or Confidential Information by the Receiving Party, notwithstanding any expiration or termination dates expressed in this Agreement. Or

19.4 In the event of any legal action or proceedings or asserted legal requirement for disclosure of Proprietary or Confidential Information furnished under this Agreement, the Receiving Party will promptly notify the Disclosing Party and, upon the request and at the expense of the Disclosing Party, will cooperate with the Disclosing Party in lawfully contesting such disclosure or obtaining a protective order. Except in connection with any failure to discharge its responsibilities under the preceding sentence, the Receiving Party will not be liable for any disclosure pursuant to any legal action or proceedings or asserted legal requirement, if no protective order is obtained.

19.5 Proprietary and Confidential Information will remain the property of the Disclosing Party and will, after it is no longer needed for the purposes of this Agreement, promptly be returned there to or be destroyed at the Disclosing Party's request, together with all copies made by the Receiving Party and by anyone to whom such Proprietary or Confidential Information has been made available by the Receiving Party

19.6 No license to the other Party under any trademark, patent or copyright is either granted or implied by conveying of information to that Party. None of the information which may be submitted or exchanged by the respective Parties will constitute any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the infringement of trademarks, patents, copyrights or any right of privacy, or other rights of third persons.

19.7 The information and data submitted and transmitted through Vendor Gateway will be the sole property of the SECP and will be treated as confidential information.

20. DISPUTE AND ARBITRATION

20.1 If, during the course of performance hereunder, a dispute arises between the Parties as to the rights or obligations of the Parties under this Agreement, either Party may give written notice of its mutual Agreement, the authorized representative of the Parties shall discuss the dispute in order to attempt to reach mutual and amicable settlement.

20.2 If mutual agreement is not reached within thirty (30) days through all elements of the above process, such dispute may be referred on the application of either Party for final determination to an arbitration tribunal convened in accordance with the Arbitration Act, 1940 which arbitration shall be conducted in Islamabad. Each Party will nominate one arbitrator and then both the arbitrators will jointly nominate an Umpire.

20.3 The award rendered by the arbitration tribunal shall be final and shall be binding on the Parties, and shall be enforceable by any court of competent jurisdiction. The fees of the arbitrators shall be paid by the respective Parties and the fee of the umpire and the costs of arbitration, shall be paid equally by the Parties unless the award otherwise provides. Each Party shall be responsible for the cost of preparing and presenting its own case.

20.4 Notwithstanding anything else contained herein; the Parties agree that time is of the essence in resolving such dispute.

20.5 The language of the arbitration shall be English.

20.6 This Article 20 of this Agreement shall be an independent agreement between the Parties which shall survive any expiry, termination or determination of Agreement Term.

20.7 In the course of arbitration, this Agreement shall be executed continuously by both parties except the matter under arbitration,

21. FORCE MAJEURE

- 21.1 Any failure or delay in the performance by either party of its obligation to commence or to continue to provide or complete any assignment in any manner and within the time period required by the terms of the Agreement, shall not be a breach of this Agreement, if such failure or delay results from an event of Force Majeure (i.e. any Act of God, governmental action whether in its sovereign or contractual capacity), including, but not limited to, meteorological or astronomical disturbances, cable cut, earthquake, hurricane, snowstorm, fire, flood, strikes, labor disputes, war, civil disorder, epidemics, quarantines, embargoes.
- 21.2 The SECP recognizes that the Services and/or any part thereof by its very nature may, from time to time, be adversely affected by natural or man-made physical structures/constructions, atmospheric conditions, natural phenomenon and other causes of interference including without limitation solar radiation, and may fail or require maintenance without notice. Vendor shall not be liable for any disruption, interruption, suspension or termination of the Services caused due to the foregoing except to the extent herein provided. In addition Vendor shall not be liable for any interruption, suspension or termination of any Services or part thereof necessitated by order of the Government of Pakistan or of the PTA or if required by law, whether with or without notice.
- 21.3 However, Vendor shall as soon as it has the knowledge of any such event of Force Majeure, shall notify the SECP immediately and shall endeavor and use its best efforts to minimize the effect of Force Majeure and subsequently resolve the same on priority basis.

22. APPLICABLE LAW

- 22.1 This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Pakistan.

23. ENTIRE AGREEMENT

- 23.1 This Agreement along with its Annexes constitutes the entire agreement between the Parties and supersedes all previous understandings, commitments or representations concerning its subject matter.
- 23.2 This Agreement shall be executed in two counterparts, both of which shall be deemed original and retained by each Party after execution.

24. AMENDMENT

- 24.1 Any provision of this Agreement may be amended or Supplemented only if the Parties so agree in writing.

25. SURVIVAL OF PROVISIONS

- 25.1 Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law. If any provision of this Agreement is or becomes invalid or unenforceable, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirements.
- 25.2 The Parties agree to comply and abide by the applicable Regulations, Conventions and the laws of the Islamic Republic of Pakistan.

26. NOTICE

- 26.1 All notices and other communications in connection with this Agreement shall be made by each Party at the address set forth below or to such other addresses as may be designated by a Party by giving written notice to the other Party pursuant to this article.
- 26.2 All notices and other communications from either Party to the other, except as otherwise stated in this Agreement, shall be in English writing and, shall be deemed received upon actual delivery or completed facsimile addressed to the other Party as follows:

If to the Vendor

Address and detail of vendor

If to the Securities & Exchange Commission of Pakistan

Executive Director (IED)
Securities and Exchange Commission of Pakistan
63- Jinnah Avenue,
NIC Building,
Blue Area,
Islamabad

27. RELATIONSHIP STATUS

27.1 Except for the rights And obligations under this Agreement as provided hereof nothing contained herein shall be taken to have created relationship between the Parties of being partners, agents, representative, or employer or employee of each other. Neither Party shall have the right to bind the other Party, except as expressly provided for herein.

28. STAMP DUTY

28.1 This Agreement shall be stamped by Vendor in accordance with the Stamps, Act, 1899.

In witness whereof the parties hereto have agreed on this day and date hereinabove mentioned.

**For and on behalf of
Securities & Exchange Commission of Pakistan**

**For and on behalf of
Vendor.**

Witness No.1

Witness No.1

Witness No. 2

Witness No.2

Bid Submission Form

Bids are Required for:

1. Outsourcing the entire required services to successful bidder.

1. **Name of Interested Company** : _____

2. **NTN#** : _____
(Please attach Copy of NTN Certificate)

3. **GST#** : _____
(Please attach Copy of GST Certificate)

4. **Offered Price** : **Rs.** _____

(In words) _____

5. **Value of Bid security** **Rs.** _____
(5% of the offered price)

(In words) _____

6. **Contact Number** : _____

7. **Postal Address** : _____

8. **Email Address** : _____

For Financial Evaluation (Should be in Separate Sealed Envelope)

S. No.	Description of Costs	Quoted Amount (Rs.)	Quoted Amount Per Year (Rs.)	Quoted Amount for 03 Years (Rs.)
1	One Time Cost, if any. (All GSM Networks)			
2	Per Month Maintenance Charges (All GSM Networks)			
3	Per SMS Charges (Pull) (All GSM Networks)			
4	Per SMS Charges (Push) (Per month 50,000 SMS Bundle) (All GSM Networks)			
5	Any other Cost, if required			
Grand Total				

Note: Taxes included must be mentioned and breakup of the quoted proposal quote must be attached

Declaration: I certify that, to the best of my knowledge and belief, all of the information on and attached is true, correct, complete and made in good faith. I understand that false or fraudulent information on or attached to this form may be grounds for not entertaining my bid, or for cancellation after bid acceptance, and may be punishable by fine or imprisonment according to law of Pakistan. I understand that any information I voluntarily provide on or attached to this bid may be investigated.

Name : _____

Signature & Official : _____

Stamp

Date : _____

Site

1. The Software application(s) shall be provided by vendor to the SECP with functionality in accordance with the scope of Services provided in Annex A.
2. The Software application shall be installed at the following site as per the advice of the SECP:

Securities and Exchange Commission of Pakistan
63-Jinnah Avenue,
NIC Building,
Blue Area
Islamabad.

3. It shall be the duty of the vendor to keep the Software application connected with their Network for the provision of Services.