



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 12/18-19

Invitation to Bid

The Securities and Exchange Commission of Pakistan invites sealed bids from suppliers/service providers registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List (income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for:

Support & Maintenance of JamaPunji Web Portal

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(s) are available for the interested bidders from the undersigned and can also be downloaded from <https://www.secp.gov.pk/procurement/> free of cost.

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before **February 25, 2019** by 1500 Hrs and will be opened on the same day at 1530Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091-4 (Ext-437/444) or by sending an email at ubaidullah.khalid@secp.gov.pk during Office Hours (Monday to Friday excluding Public Holidays)

Deputy Director (Admin)

Terms and Conditions for Bids and Bidders

1. **Tender Identification Number: TENDER # 12/18-19**

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, having national tax number (NTN) and registered with sales tax department, for

“Support & Maintenance JamaPunji Web Portal”

through

SINGLE STAGE TWO ENVELOP METHOD

5. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.
6. 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.
7. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
8. 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.
9. Initially, only the envelope marked “TECHNICAL BID” shall be opened publically. The envelope marked as “FINANCIAL BID” shall be retained.
10. 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 well in advance. Financial bids of unsuccessful bidders (technically) will be returned.
11. 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/>

12. The bid validity period shall be 150 days.
13. The amount of the bid and bid security shall be in Pak rupees.
14. **The bid security shall be submitted in a third sealed envelope with the technical bid.**
15. **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 the bid security or with less amount of bid security will not be entertained.**
16. The bid security of successful bidder will be retained and that of other bidders will be returned after award of contract.
17. During the retention period the bid security, money can be utilized by Commission. Moreover no interest / markup will be provided on this amount by Commission to bidder at the time of refund/release of bid security.
18. 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.
19. 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.
20. The language of the bid is English and alternative bids shall not be considered.
21. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
22. 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.
23. The rates must be quoted strictly in accordance with our documents and Annex(s).
24. Discounts (if any) offered by the bidder shall be part of the bid **and for taxation purposes will be treated in accordance with the applicable laws.**
25. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
26. 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.

27. Bids shall be evaluated as per evaluation criteria prescribed in the bidding documents.
28. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business.
29. Bidder must submit an affidavit with the bid that the bidder is not blacklisted by any organization.
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. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
32. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment at Islamabad, Karachi, and Lahore offices (if applicable).
33. 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).
34. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes.
35. The end user License, end user warranties and end user support services will be in the name of SECP for all equipment and software loaded on the equipment delivered, where applicable.
36. 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.
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. SECP shall disqualify any bidder if it finds at any stage/time that the information submitted by the bidder is false and materially inaccurate.
39. Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.
40. Clarification if any on the technical requirement may be obtained by sending an email at ubaidullah.khalid@secp.gov.pk or at asim.ayaz@secp.gov.pk
41. The bids received after the due date and time will not be entertained.
42. Successful bidders shall be bound to provide the required services within the delivery period. In case of late delivery, late delivery (LD) charges equivalent to 1% (of the PO/contract Value) per week shall be imposed and deducted from the payment. However, imposed penalty shall not exceed 10% of the PO/contract value.

43. The place of bid destination is: **Securities and Exchange Commission of Pakistan**, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.

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

Bid for: “Support & Maintenance JamaPunji Web Portal”
Bidder Name: XYZ
Attention: **M. Ubaidullah Khalid**
Deputy Director (Admin), 4th Floor
NICL Building, 63 Jinnah Avenue
Blue Area, Islamabad

45. The deadline for the submission of bids is:

Date: February 25, 2019

Time: 1500Hrs

46. The bid opening shall take place at:

Securities and Exchange Commission of Pakistan
NICL; Building, 63 Jinnah Avenue, Blue Area,
Islamabad

Date: February 25, 2019

Time: 1530Hrs

A statement “Not to be opened before 1530 Hrs on Date: Date: February 25, 2019” shall be clearly mentioned on the top of the sealed bid.

Note:

- The attachment details are as under

1. Terms of Reference/Scope of Work –
2. Evaluation Criteria
3. Technical Documentations and
Flow Diagrams & System Architecture
4. Change Request Form
5. Draft Agreement

Annex “A”

Annex “B”

Annex “C”

Annex “D”

Annex “E”

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

TORs for Support & Maintenance JamaPunji Web Portal

JamaPunji – An investor education initiative of SECP

The Securities and Exchange Commission of Pakistan (SECP) recognizes the strategic importance of investor education to create financial literacy for the protection of investors’ rights as well as to raise their financial capability in order to enable them to make informed investment decisions. In 2015, SECP launched a dedicated investor education program “Jamapunji”. The main objectives of the Jamapunji are to:

- Educate and create awareness amongst general public about saving and investment including financial planning and budgeting
- Increase awareness about the financial markets including capital market, non-banking financial sector, corporate registry and insurance sector and how to make an investment.
- Educate target groups about different financial products; risks involved; rights and responsibilities and investor protection services
- Build investor confidence in capital market, non-banking financial and insurance sectors.

Under the Jamapunji, education is being imparted through digital means – web portal, SMS and social media – and physical interaction via seminars and investor days. The idea behind the creation of ‘Jamapunji’ is to equip the general public with skills and knowledge to make informed financial decisions and manage their money wisely.

JamaPunji Portal & Mobile Applications:

The launch of the *JamaPunji* investor education web-portal (www.jamapunji.pk), a digital hub for investor education material is an important step towards investor protection through imparting knowledge about investment and creating awareness on investor’s rights and responsibilities. The portal serves as a pivotal point for holistic financial education, to better equip the potential and existing investor with skills and knowledge to make informed financial decisions and offers a complete and comprehensive guide to various investment products sold in Pakistan. The portal has access to real-time information on incorporated companies and licensed entities regulated by SECP. This information is useful for identifying genuine sellers of investment products, and will help deter fraud by non-registered entities and unscrupulous persons.

Information is presented in a methodical manner about topics such as capital market; mutual funds; insurance products; retirement planning; Islamic financing; leasing companies and investment banks. A members’ area has been developed with the aim of developing a database of members with interest in investing and for sharing market related information in the future. It offers additional features to encourage visitors to sign up by completing a member’s profile. Members can opt for receiving alerts from SECP via email or SMS. In addition, they can access a stock-trading simulator with real-time access to live PSX price quotes, risk profiler, scam meter, mutual fund and insurance demonstrator, quizzes, calculators, games, polls and surveys.

To facilitate Pakistan's large mobile phone users, *JamaPunji* application can also be downloaded on smart phones. Various mobile games and applications are available on apple and google stores for iOS and android users.

Scope of Work

The scope of this support agreement covers annual Support and Maintenance contract of JamaPunji Portal.

Description of Assignment

SECP requires the services for maintenance and support of JamaPunji web-portal (www.jamapunji.pk) and allied applications. Following items are included in the scope of services.

1. Management and maintenance of JamaPunji web-portal developed in Drupal.
2. Management and maintenance of JamaPunji web-portal apps for Apple iOS and Android.
3. Operational support to conduct stock trading competitions (developed by M/s Softech Ltd) and games.
4. Stock Trading Simulator Maintenance & Support: Stock trading simulator module is developed by M/s. Softech Limited. For maintenance & support of stock trading simulator module, the successful bidder is mandatorily required to make back-to-back contractual arrangement with M/s Softech Ltd on its own.
5. Content management on regular basis (update and uploading)
6. Design changes for portal (creating interactive content through graphic designing, new banners, menu items, sliders, page layout etc.)
7. Operational support to conduct webinars.
8. Operational support for videos (animations/demonstrators).
9. Operational support for maintenance and management of backend database.
10. Management of hosting services with current service provider and migration of JamaPunji portal to the choice of SECP service provider.
11. Upgradation of CMS and related technologies to the latest stable release available for it during the contract period.
12. Vulnerability scanning of Jamapunji portal: Run vulnerability scanning of JamaPunji portal on quarterly basis and share the report with SECP IT team. Deploy the security related patches related to JamaPunji portal or Drupal. The management of licensing and its necessary renewals will remain the responsibility of the vendor.
13. Annual subscription for mass emailing of SECP newsletter. Any cost involved for mass emailing is part of this contract and successful bidder will manage it on its own.
14. SEO Activities for Jamapunji Portal.
15. Technical Trainings and Guides (List of Documents and Recorded video sessions of the walkthrough as per agreed templates and quality) for IT team at least one month as part of handover activities.
16. User training as part of handover activities. Handover walk through of all the components and modules to SECP IT Team at least one-month before the end of support & maintenance period.

Change Request:

For new development, enhancements in existing functionalities that are out of the scope of contract detailed above, the successful bidder will follow the Change Request process (as per Annex “D”). For this matter, **successful bidder is bound to communicate per hour rate and exact cost to the client required for the Change Request development prior to the initiation of activity.** The cost should be approved by the client and the vendor should bill this cost through separate invoice apart from regular monthly invoice. In case the cost is not communicated and agreed prior to the development activity, the invoice will not be entertained by the client.

The following table illustrates the response time and maximum times required to restore normal operating condition:-

| Services | Service Level | | |
|---------------------------------|---------------|---------|-------------|
| Service Availability Languages: | English/Urdu | | |
| Operation Services Performance | Monthly | | |
| | Severe (L1) | Severe | Severe (L3) |
| Call out Interval: | 1 hour | 2 hour | 3 hour |
| Restoration Time: | 4 hours | 8 hours | 12 Hours |
| Resolution Time: | 24 Hours | 2 days | 4 days |

Support and Maintenance services shall be provided during SECP office timings.

1. Successful bidder shall appoint a contact person who shall be accessible from 9AM to 6PM for 5 days a week (only gazette holidays will not be admissible) to receive support calls.
2. All support calls classified as 'Critical' shall be served and fixed within 4 hours.

SLA will be signed with the successful bidder and access to code will be provided for performing of services under the agreement. The SLA shall be effective for Support & Maintenance of JamaPunji portal for **two (02) years** from the date of signing. Prior to the expiration of the Term, this Agreement may be extended for another one year. Provided that, the Parties must enter into a mutual written agreement by way of addendum to extend the Term.

The scope of the services to be provided includes providing all possible software support that is professionally acceptable in order to resolve any issue reported by the SECP staff in the production environment. Support and Maintenance services shall be provided during SECP office timings.

For operation and management of Stock Trading Simulator, the successful bidder will have to sign **sub-contract with M/S. Softech Limited.** The contract must be signed by the successful bidder with M/s. Softech Ltd within 10 working days after signing of contract with SECP and copy shall be provided to SECP at the earliest.

Pre-Bid Meeting

In order to facilitate the potential bidders, a pre bid meeting will be arranged on **February 18, 2019 at 1100 hrs** to give them overview of flow system architecture of the portal and the integrations of various modules/services.

Queries after pre-bid meeting will NOT be entertained.

The potential bidders may study technical documentations and flow diagrams & system architecture (as per Annex “C”) at SECP IT department before submission of their bids.

Annex “B”

Evaluation Criteria

Evaluation of received bids will be carried out as per following evaluation criteria:

| Technical Evaluation Criteria Marks for technical evaluation = | Assigned Marks | Max Marks 60 | Marks Obtained |
|---|-----------------------|------------------------|-----------------------|
| Specific experience of the Bidder relevant to development/maintenance of website/portal in Drupal. <ul style="list-style-type: none"> • 5 years or above • Between 3-4 years • Between 2-3 years • Less than 2 years | 20 10 05 00 | Max Marks 20 | |
| International certifications held by key resources of the Bidder regarding the management of web-portal in Drupal only <ul style="list-style-type: none"> • Yes • No | 10 00 | Max Marks 10 | |
| Satisfactory services certificate (For developing/maintaining website/portal) by three (existing or past) clients (Should be current – last 5 years reference only) <ul style="list-style-type: none"> • Satisfactory Services Certificate by three Clients • Satisfactory Services Certificate by two Clients • Satisfactory Services Certificate by one Client | 15 10 05 | Max Marks 15 | |
| Experience of developing web portals for Financial industry <ul style="list-style-type: none"> • More than 5 years • Less than 5 years | 5 0 | Max Marks 5 | |
| Average turnover for Last 3 years <ul style="list-style-type: none"> • Rs. 10 Million to 30 Million • Rs. 30 Million to 40 Million • Rs. 40 Million to 50 Million • Over 50 million | 04 06 08 10 | Max Marks 10 | |
| Total Points | 60 | 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 shall be selected.

Annex – C

Technical Documentations and Flow Diagrams & System Architecture

| Documents |
|---|
| Technical/Business Users Documentation |
| Requirement Specification Documents of Portal, Mobile Apps, Games, Webinar and Simulator. |
| Technical Design Documents of Portal, Mobile Apps, Games, Webinar and Simulator. |
| Complete System Architecture Diagram with software components and their version (Must be the part of design documents for individual components) |
| System Integration Diagrams (Must be the part of design documents for individual components) |

| Technical/Business Users Documentation |
|--|
| Stock Simulator Guides (Back Office and Terminal) |
| Functional Specification Documents of Portal, Mobile Apps, Games, Webinar and Simulator. |
| Technical Design Documents of Portal, Mobile Apps, Games, Webinar and Simulator. |
| Complete System Architecture Diagram with software components and their version |
| System Integration Diagrams |

Change Request Form

| | | | |
|---|------------------------|-----------------|----------|
| Basic Information | | | |
| WO No: | Work Order Description | | |
| CRF No: | Change Request | | |
| Raised By | Date Raised | Priority | |
| Detailed Description of Change | | | |
| | | | |
| Impact Matrix | | | |
| Component Impacted | Estimated Efforts | | Comments |
| | | | |
| | | | |
| | | | |
| | | | |
| Comments | | | |
| Director IS&TD SECP | | | |
| Successful Bidder's Project Manager | | | |
| Approvals | | | |
| Client Decision | | | |
| Authorized Start Date | | Completion Date | |
| Approved Prices & Payment Terms | | | |
| SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN Successful bidder | | | |
| Name & Role | | | |
| Name & Role | | | |

Support & Maintenance of Jamapunji Web Portal

SERVICE LEVEL AGREEMENT

FOR

Support & Maintenance Services for Jamapunji Web Portal and allied applications. It includes Content Management; Design Changes; and operational Support to conduct Stock Market Games; Conducting Webinars; Stock Trading Competitions; Video Animations/Demonstrations; Backend Database and Hosting Services

This SERVICE LEVEL AGREEMENT (“**AGREEMENT**”) is made and executed at _____ on this _____ day of _____ 2019 (the “Effective Date” of Agreement is _____).

BY AND BETWEEN

Securities & Exchange Commission of Pakistan, a statutory body established in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997, having its Head Office at NICL Building, 63-E, Jinnah Avenue, Islamabad, Pakistan (hereinafter referred to as the “**Client**”, which expression shall include, where the context so permits, its successors in interests, administrators and permitted assigns) of the One Part;

AND

Successful bidder a firm/company registered/incorporated under the Companies Ordinance, 1984, having its place of business at (hereinafter referred to as “**Successful bidder**” which expression shall include, where the context so permits, its successors in interests, administrators and permitted assigns) of the Other Part.

The Client and Successful bidder shall individually be referred to as the “Party” and collectively as the “Parties” where the context so permits.

WHEREAS

- i.** The Client is desirous of obtaining Support & Maintenance for Jamapunji Web Portal and allied applications like Jamapunji Mobile Apps (iOS & Android) and stock market simulator module. The maintenance activities will include content management; design changes; Operational support to conduct Stock Market Games; Conducting Webinars; Stock Trading Competitions; Video Animations/Demonstrations; Backend Database and Hosting Services.
- ii.** The Successful bidder is a registered firm/company and approved by the Government of Pakistan to provide the Services within and outside Pakistan.
- iii.** The Successful bidder represents and warrants that it has the requisite expertise and adequate skills to provide the Services as required by the Client.
- iv.** The Client is desirous to obtain the services mentioned hereinabove in para 1 and the Successful bidder is desirous of providing to the Commission, the Services upon the terms and subject to the conditions laid out in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations and covenants hereinafter set forth and for other good and valuable consideration the adequacy of which is hereby acknowledged by the Parties and the mutual benefits to be derived therefrom, the representations and warranties, conditions and promises contained herein below and intending to be legally bound, the Parties agree as follows:

1. Definitions

In this agreement, unless the context or subject provides otherwise the following words and expressions used shall have the meanings given herein.

- 1.1. “CLIENT”** means **Securities & Exchange Commission of Pakistan** and its authorized officer(s) or assignees.
- 1.2. “Firm/Vendor”** means “M/S **Successful bidder**” or its authorized officer(s).
- 1.3. “Project Location”** means Islamabad for where the tasks and activities defined for the project and converted by this agreement are to be completed/performed by the “**Firm**”.
- 1.4. Remote Access** means project location can have a remote access for the firm for performing assigned tasks if possible.
- 1.5. “Project”** means a period of **two (02) years** for offering Support & Maintenance for Jamapunji Web Portal and allied applications like Jamapunji Mobile Apps (iOS & Android)

and stock market simulator module. The maintenance activities will include content management; design Changes; Operational support to conduct Stock Market Games; Conducting Webinars; Stock Trading Competitions; Video Animations/Demonstrations; Backend Database and Hosting Services.

1.6. “CMS” means Content Management System.

1.7. “Software” means Website/Mobile Apps (iOS/Android)/Stock Simulator Module or any other modules affiliated with Jamapunji Web Portal.

1.8. “TORs” means Terms of References.

1.9. “End-user/Focal Person” means the Client’s Employee responsible for the verification/utilization and implantation of the website already nominated by the CLIENT.

1.10. “Technical Focal Person” means the Director IS&TD of SECP responsible for the technical verification/implantation of the web portal and associated modules by playing their role between end-users and the “Firm”.

1.11. “Working/business day” means a day on which the principal commercial banks are open for business during normal banking hours in Pakistan.

2. Interpretations: Except where the context requires otherwise, this Agreement shall be interpreted as follows:

2.1. Words in the singular include the plural, and vice versa, and words importing any gender include all/every genders.

2.2. References to persons include individuals, firms, partnerships, companies, corporations, unincorporated associations, governments, authorities, agencies and trusts (in each case, whether or not having separate legal personality).

2.3. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.4. Headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2.5. Other capitalized expressions used in this Agreement shall have the meanings respectively assigned to them elsewhere in this Agreement.

3. Contract Value

3.1. The contract value shall be **PKR _____** /- inclusive of ___% GST for an agreed period of two (02) years against the services, to be rendered by the Successful bidder, in section 5 of this Agreement.

4. Project Location

The Successful bidder shall undertake to provide support and maintenance, as per section 4 of this Agreement, for a period of two (02) years from its office and will pay onsite visit as and when necessary or required by the Client.

5. Scope of Work /TORs of Support Services/Deliverables:

The services include maintenance and support of Jamapunji web-portal and its all allied applications. The following items are included in the scope of work.

1. Management and maintenance of JamaPunji web-portal developed in Drupal
2. Management and maintenance of JamaPunji web-portal apps for Apple iOS and Android
3. Operational support to conduct stock trading competitions (developed by M/s Softech Ltd) and games
4. Stock Trading Simulator Maintenance & Support: Stock trading simulator module is developed by M/s. Softech Limited. For maintenance & support of stock trading simulator module, the successful bidder is mandatorily required to make back-to-back contractual arrangement with M/s Softech Ltd on its own.
5. Content management on regular basis (update and uploading)
6. Design changes for portal (creating interactive content through graphic designing, new banners, menu items, sliders, page layout etc.)
7. Operational support to conduct webinars
8. Operational support for videos (animations/demonstrators)
9. Operational support for maintenance and management of backend database
10. Management of hosting services with current service provider and migration of JamaPunji portal to the choice of SECP service provider.
11. Upgradation of CMS and related technologies to the latest stable release available for it during the contract period.
12. Vulnerability scanning of Jamapunji portal: Run vulnerability scanning of JamaPunji portal on quarterly basis and share the report with SECP IT team. Deploy the security related patches related to JamaPunji portal or Drupal.
13. Annual subscription for mass emailing of SECP newsletter. Any cost involved for mass emailing is part of this contract and successful bidder will manage it on its own.
14. SEO Activities for Jamapunji Portal
15. Technical Trainings and Guides (List of Documents and Recorded video sessions of the walkthrough as per agreed templates and quality) for IT team at least one month as part of handover activities.
16. User training as part of handover activities. Handover walk through of all the components and modules to SECP IT Team at least one-month before the end of support & maintenance period.

Change Request:

For new development, enhancements in existing functionalities that are out of the scope of contract detailed above, the successful bidder will follow the Change Request process (as per Annex “D”). For this matter, successful bidder is bound to communicate per hour rate and exact cost to the client required for the Change Request development prior to the initiation of activity. The cost should be approved by the client and the vendor should bill this cost through separate invoice apart from regular monthly invoice. In case the cost is not communicated and agreed prior to the development activity, the invoice will not be entertained by the client.

The Successful bidder will provide constant support for a period of two (02) years from the date of signing of this contract Agreement for the smooth functioning/enhancement of the website, the support functions required for the smooth operation of the website will include but not limited to the following:

5.1. Development Hours

5.1.1. **40** onsite/offsite man-hours are to be logged by the Successful bidder in a week by working on the website/allied applications to make any changes requested by the Client upon request.

5.1.2. It includes any requests regarding Support & Maintenance related activities on Jamapunji Web Portal and its allied applications.

5.1.3. The Successful bidder will have to work on the website/applications as requested by the Client by deploying one or more resources as necessary to complete 40 work hours.

5.2. Change Request Process

5.2.3. Other than 40 regular man-hours for Support and Maintenance Activities, 20 extra man-hours per month will be logged by the successful bidder to work on any change requests submitted by the client.

5.2.4. The successful bidder will not carry forward these 20 man-hours per month after the completion of each quarter.

5.2.5. For a certain task/change request, which cannot be completed or executed in 60 man-hours per quarter; will be completed by consuming the man hours from the next quarter.

5.3. Meaningful Reporting

5.3.1 Google Analytics review and/or any other type of reports can be included by the successful bidder for meaningful reporting.

5.4. Vulnerability Scanning, Performance Optimization and Fine Tuning

5.4.1 The Successful bidder will be responsible to maintain the website for producing best performance output.

5.4.2 Google Speed Insight results can be considered for reviewing the website performance in different modes.

5.4.3 Fine Tuning in design and coding of the website is to be done by the Successful bidder to increase the performance of the website.

5.4.4 Constant performance shall be observed without any abrupt ups and downs.

5.4.5 Vulnerability scanning reports will be shared with the Client.

5.5. Updates

5.5.1 The Successful bidder will upgrade Drupal (CMS) to the latest stable release and update the website accordingly during the contract period.

5.5.3. The successful bidder will keep the website and all allied applications up to date with all available patches and will ensure the applications' availability 99.95%

5.6. Trainings

5.6.1. The Successful bidder will conduct end-user trainings remotely as and when requested by the Client.

5.6.2. Those trainings may include website/application usability or backend and frontend dynamics including content management in Drupal or relevant consoles for other applications.

5.6.3. Those trainings will also include technical training for the SECP IT team including configuration and setup of the server and deployment of the application(s) along with database, technologies used for the design, development, deployment or maintenance of the applications including code walkthroughs

5.7. Onsite Visits

5.7.1. Every month there will be 2-day onsite visit by developer upon request by the client.

5.7.2. In case of any failure, crash, new installation/configuration; the successful bidder resource will be made available on a 24 hour notice for on-site services.

5.8. Telephone Support Services

Telephone services include direct telephone access to employees of the Successful bidder who have the necessary technical expertise and experience to understand and solve Client queries concerning the work defined and to clarify documentation when same is either insufficient or unclear. Such direct telephone access shall be available Monday through Friday, exclusive statutory holidays, from (hour to hour) (Pakistan Standard Times). The Successful bidder shall be obligated to provide a response to such telephone queries as soon as it is practically possible to do so, but in no event, shall such response take more than three (03) business hours. In the event that such response is not satisfactory to the Client, acting reasonably, then the Successful bidder shall promptly provide website repair service.

5.9. Termination of Agreement

The Client reserves the right to terminate this agreement at any stage with a one **(01) month** prior written notice to the successful bidder and the client shall not be liable for payment of any charges whatsoever. Payments shall be made to the vendor for the one months' notice period.

5.10. Timeliness of Incident Resolution

The Successful bidder shall use reasonable effort to provide modifications or additions to correct errors in Website reported by the Client under the terms and conditions enunciated hereinabove. Upon receipt of notice of an error/bug/issue, the Client will assign a priority level as determined by the Client to the error according to the following criteria:

Priority A – An error that results in the **website/applications** being substantially or completely nonfunctional or inoperative.

Priority B – An error/bug/issue that results in the **website/applications** operating or performing other than as represented in the documentation, but which does not have a material adverse impact on the performance of the **website/applications**.

The Successful bidder will make all reasonable efforts to correct the error or provide a work-around solution for each priority level and if a work-around is the immediate solution, will

make all reasonable efforts to provide a final resolution of the error. Reasonable effort will be made to respond to the incident within the following time frames after receiving notice and sufficient information and support from the Client:

| <u>Priority Level</u> | <u>Correction or Work-Around</u> | <u>Maximum Work-</u> |
|------------------------------|---|-----------------------------|
| <u>Around</u> | | |
| A | ASAP | 2 business days |
| B | 3 business days | 7 business days |

6. Further points for Query Handling Mechanism

- i. The Successful bidder is bound to nominate a focal person for the correspondence.
- ii. When a bug is fixed, reasons of its occurrence must be conveyed to the Client team.
- iii. When a query is resolved, its Successful bidder's responsibility to track its post effects on other relevant procedures.
- iv. An error/bug/query will be considered fixed when it is deployed and verified on the Client's server.
- v. After fixation of any bug/query, negative effects on the real data is the firm responsibility and firm has to fix the effect.
- vi. All the queries should be sent to the Successful bidder and the discussions will be made with the team.
- vii. If an unforeseen situation arises during the real implementation and the Successful bidder's presence at Client is required then the Successful bidder will manage to send their technical team to the Client immediately without any delay.
- viii. The Successful bidder will make necessary changes in the design documents with the passage of time. After incorporating changes/modifications/enhancement will send design documents to the Client.
- ix. The Successful bidder will log all development by all resources in an issue and project tracking system with complete logging of Man hours which will be accessible to the client at all times
- x. Known error database should be maintained by the Firm and accessible to the Client by the firm at all times.

7. Publications

The Successful bidder will provide the publications (updated design documents) related to the mentioned services (if any).

8. Price Escalation and Change in Contract Value:

(a) There may be a price escalation in the overall contract price if scope of services is enhanced. Both the parties will mutually decide the escalation amount.

9. Terms of Payment

- a) Payments shall be made on monthly basis such that each payment is made at the end of each month for a period of two (02) years.
- b) The successful bidder is bound to submit an sales tax invoice for the payment on monthly basis at the end of each month.
- c) The Client will release the payment within thirty (30) working days from the date of receipt of invoice.

10. Dispute Resolution:

Any dispute(s) arising out of or in connection with this Agreement shall first be settled through amicable consultations between both the Parties. In case no settlement can be reached within a period of twenty (20) days of commencement of consultations, the Parties agree that the dispute(s) shall be settled by arbitration in accordance with the Arbitration Act, 1940 or any amendments made thereto. The Parties shall, with mutual consent, appoint a single arbitrator to carry out the arbitral proceedings. The place of arbitration shall be Islamabad, Pakistan. The language to be used in the arbitral proceedings shall be English, unless otherwise agreed by the Parties. The arbitral award shall be final and binding upon both Parties. The costs and expenses incurred and incidental thereto shall be borne by the Parties in respective proportions.

1. Force Majeure

- i. Any failure or omission by any Party to perform any obligation under this Agreement shall not be considered or treated as a default or breach by such Party if to the extent and for as long as such failure or omission is caused by any supervening event (hereinafter referred to as "Force Majeure") beyond the reasonable control of the Party so affected. Force Majeure shall include, but is not limited to, acts-of-God, acts-of-state, war, riot, military action explosions, terrorism, sabotage, natural disaster, civil commotion, strikes, lockouts and labor disputes) and which by the exercise of reasonable diligence could not be prevented or provided against and the effects of which cannot be overcome by reasonable expenditure.
- ii. The Party so affected shall as soon as it becomes aware of the occurrence of Force Majeure immediately notify the other Party, and the protection of this

Article shall become operative only from the time when such notice is given. Thereafter the Party so effected shall do all that is reasonably possible at its expense to remove or ameliorate the effect of such occurrence of Force Majeure. If all reasonable efforts should fail, or if Force Majeure situation persists beyond the period of thirty (30) days, the Parties shall in good faith consult with each other and take necessary steps for resolving the issue of investment, loss of goodwill, etc.

- iii. If the effect of Force Majeure continues beyond a period of sixty (60) days than either Party may terminate this Agreement.

2. Amendment / Variation:

All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by the Parties duly authorized representatives.

3. Deductions / Payment of Taxes:

The taxes shall be paid by the Successful bidder as per detail given below:

- a. Taxes applicable as per the FBR rules. Any increased taxation after the signing of contract will be borne by the client.
- b. In case of decrease in the taxes after signing of the contract, it shall be applicable as per FBR Rules.

14. Project Start up and Completion Time:

- a) The period of the said **Project** shall begin from _____.
- b) The **Contract Validity** is two (02) years from the date of signing of this Agreement.
- c) Prior to the expiration of the Term, this Agreement may be extended for another one year. Provided that, the Parties must enter into a mutual written agreement by way of addendum to extend the Term.

15. Purchaser's ("CLIENT") Right:

The Client reserves the right of deletion, addition and cancellation of the contract, in part or full without assigning any reason(s). Such information will be passed to the Client by the Client through the fastest possible means i.e. telephone, fax, telex, email etc.

16. Entire Agreement:

This Agreement is intended by the Parties as the final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their agreement with respect to their relationship and all related matters. All other written or oral understandings, offers, agreements, terms and conditions or other communications of every kind pertaining to the scope of this Agreement described herein are hereby abrogated and withdrawn.

17. Relationship of the Parties:

The Client and the Successful bidder shall be deemed to have the status of independent entities and nothing in this Agreement shall be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint ventures.

18. Assignment:

The Successful bidder shall not assign and/or sub-contract any of the Services and/or its other rights and obligations under this Agreement, in whole or in part, to any subcontractor unless the prior written consent of Commission is obtained. In the event of any permitted assignment, Successful bidder shall, nonetheless, continue to remain fully liable to Commission for the overall satisfactory performance of this Agreement.

19. No Waiver:

The failure or delay of either Party in exercising any of its rights provided for in this Agreement shall not be deemed to be a waiver of such rights, or any of its other rights under this Agreement, nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter. Any waiver must be given in writing and signed by the Party waiving its rights.

20. Confidentiality

- i. The Successful bidder undertakes and shall ensure the complete confidentiality of all and any information in respect of this Agreement and the services stated herein, including without limitation the communications to and by Client about any of its business information. The Successful bidder shall not disclose any such information to any person or allow utilization of the same in any manner by any person whatsoever.
- ii. The Successful bidder shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by the Client or

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

21. Severability:

In the event that any provision of this Agreement is illegal, contrary to public policy, or otherwise unenforceable, then such provision shall be deleted from this Agreement, leaving the remainder of this Agreement legal, valid and enforceable. The deleted provision shall be replaced by a valid new provision negotiated by the Parties, having as nearly as is legally possible the same economic and business effect which the illegal or unenforceable provision was intended to have.

22. Stamp Duty:

This Agreement shall be stamped in accordance with the Stamp Act, 1899 by the Successful bidder.

23. Applicable Law:

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.

24. Notices:

All notices and communications hereunder or pursuant to any legal proceedings shall be made in writing (by registered mail, courier or fax) and shall be sent to the registered addresses of the Parties provided hereinabove.

25. Address for notices: For the purposes of this Clause, a Party may take the address and facsimile number of the other Party to be:

- (i) the address and number set out below; or
- (ii) where another address or number is notified by either of the Party to other Party, the last address or number so notified to it.

If to the Commission/Client:

Attn:

Securities & Exchange Commission of Pakistan
NIC Building, 63-Jinnah Avenue Islamabad
Tel: +92-51-9207091-4 (118), Fax: +92-51-9204915

If to the Successful bidder:

Attn:

Address: **Successful bidder**

26. Conclusion/General Notes:

- a) This contract comes into force with the signature of the parties.
- b) In case of change in address of either party, the one who changes its address must notify the other's by registered letter, otherwise all correspondence sent to his address stated in the contract is to be considered as correctly directed.
- c) The Client will be responsible to refund any excess amount paid due to any error in calculation or by mistake.

IN WITNESS WHEREOF the parties above named have executed this Agreement on the day, month and year first above written.

On behalf of CLIENT

On behalf of the Successful bidder

Securities & Exchange Commission of Pakistan

Successful bidder

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____